REGAL ENTERTAINMENT GROUP
Form PREM14C
December 22, 2017

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14C

SCHEDULE 14C INFORMATION

Information Statement Pursuant to Section 14(c) of
the Securities Exchange Act of 1934 (Amendment No.)

Check the appropriate box:
ý Preliminary Information Statement
o Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2))
o Definitive Information Statement

Regal Entertainment Group

(Name of Registrant As Specified In Its Charter)

Payment of Filing Fee (Check the appropriate box):
o No fee required
ý Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11
(1) Title of each class of securities to which transaction applies:
Class A common stock, par value $0.001 per share, of Regal Entertainment Group

Class B common stock, par value $0.001 per share, of Regal Entertainment Group

(2) Aggregate number of securities to which transaction applies: As of December 18, 2017
(a) (i) 132,641,082 shares of Class A common stock, (ii) 666,032 restricted shares of Class A common stock, and (iii) 700,055 shares of Class A common stock subject to performance share awards.

(b) 23,708,639 shares of Class B common stock.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

Solely for purposes of calculating the filing fee, the underlying value of the transaction was determined based upon the sum of (A) (i) 132,641,082 shares of Class A common stock issued and outstanding (excluding restricted shares) and 23,708,639 shares of Class B common stock issued and outstanding, in each case multiplied by $23.00 per share; (ii) 666,032 shares of Class A common stock underlying restricted shares outstanding, multiplied by $23.00; and (iii) 700,055 shares of Class A common stock underlying performance share awards outstanding, multiplied by $23.00.

In accordance with Section 14(g) of the Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying 0.0001245 by the sum of the preceding sentence.

(4) Proposed maximum aggregate value of transaction:

$3,627,463,584

(5) Total fee paid:

$451,619.22

o Fee paid previously with preliminary materials.

o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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Explanatory Note

On December 5, 2017, Regal Entertainment Group, which we refer to as the Company, entered into an Agreement and Plan of Merger, which we refer to as the merger agreement, with Cineworld Group plc, which we refer to as Parent, Crown Intermediate Holdco, Inc., and Crown Merger Sub, Inc. Concurrently with the execution and delivery of the merger agreement, The Anschutz Corporation, which we refer to as the Principal Stockholder, entered into a voting agreement with Parent with respect to all shares of the Company's common stock owned beneficially or of record by the Principal Stockholder, which represents approximately 67% of the combined voting power of the Company's Class A common stock and Class B common stock. Pursuant to the voting agreement, the Principal Stockholder has agreed to deliver to the Company and Parent, at the time and subject to the conditions specified in the voting agreement, a written consent adopting and approving the merger agreement. Upon delivery of the written consent and satisfaction of the conditions thereto, no further approval of the stockholders of the Company will be required to approve and adopt the merger agreement and the transactions contemplated by the merger agreement. This Preliminary Information Statement is being filed in anticipation of delivery of the written consent, which will be delivered in advance of filing and distributing the Definitive Information Statement and, except as otherwise noted, all information in this Preliminary Information Statement gives effect to delivery of the written consent.

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101 East Blount Avenue
Knoxville, Tennessee 37920

NOTICE OF ACTION BY WRITTEN CONSENT AND APPRAISAL RIGHTS AND INFORMATION STATEMENT

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

, 2018

Dear Stockholder:

This notice of action by written consent and appraisal rights and the accompanying information statement, which we refer to as the Information Statement, are being furnished to holders of common stock of Regal Entertainment Group, a Delaware corporation, which we refer to as Regal, the Company, we, us or our.

On December 5, 2017, the Company entered into an Agreement and Plan of Merger, as it may be amended from time to time, which we refer to as the merger agreement, with Cineworld Group plc, a public limited company incorporated in England and Wales, which we refer to as Parent, Crown Intermediate Holdco, Inc., a Delaware corporation and indirect wholly owned subsidiary of Parent, which we refer to as US Holdco, and Crown Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of US Holdco, which we refer to as Merger Sub, providing for, subject to the satisfaction or waiver (if permissible under applicable law) of specified conditions, the acquisition of the Company by Parent at a price of $23.00 in cash per share of the Company's Class A common stock, par value $0.001 per share, which we refer to as Class A common stock, and Class B common stock, par value $0.001 per share, which we refer to as Class B common stock, and, together with the Class A common stock, as Company common stock. Subject to the terms and conditions of the merger agreement, Merger Sub will be merged with and into the Company, which we refer to as the merger, with the Company surviving the merger as an indirect wholly owned subsidiary of Parent. A copy of the merger agreement is included as *Annex A* to the Information Statement.

At the effective time of the merger, each share of Company common stock issued and outstanding immediately prior to the effective time of the merger (other than shares held in the treasury of the Company and any shares owned by the Company, any subsidiary of the Company, Parent, US Holdco, Merger Sub or any other subsidiary of Parent or shares with respect to which appraisal rights have been properly exercised in accordance with the General Corporation Law of the State of Delaware, which we refer to as the DGCL) will be converted into the right to receive $23.00 in cash, without interest and less any applicable withholding taxes, which we refer to as the merger consideration. All shares of Company common stock so converted will, at the effective time of the merger, be cancelled, and each holder of such converted Company common stock will cease to have any rights with respect to such Company common stock, except for the right to receive the merger consideration.

If the merger is consummated, you will be entitled to receive $23.00 in cash, without interest and less any applicable withholding taxes, for each share of Company common stock owned by you (unless you have properly exercised your appraisal rights under Section 262 of the DGCL, which we refer to as Section 262, with respect to such shares and you have not failed to perfect, effectively withdrawn or otherwise lost your appraisal rights with respect to such shares).

The board of directors of the Company, which we refer to as the Board, carefully reviewed and considered the terms and conditions of the merger agreement, the merger and the other transactions contemplated by the merger agreement. The Board (i) determined and declared that it was in the best interests of the Company and the stockholders of the Company that the Company enter into the merger agreement and consummate the merger and the other transactions contemplated by the merger agreement on the terms and subject to the conditions set forth therein, (ii) approved and declared the advisability of the merger agreement, the merger and the other transactions contemplated by the merger agreement, (iii) declared that the terms of the merger were fair to the Company and the Company's stockholders, and (iv) directed that the merger agreement be submitted to Company stockholders for their adoption, subject to certain provisions of the merger agreement described in the accompanying Information Statement under "*The Merger Agreement Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*," and recommended adoption of the merger agreement by such Company stockholders.

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Under Delaware law and the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as amended, the adoption of the merger agreement by the Company's stockholders required the affirmative vote or written consent of the holders of a majority of the combined voting power of all outstanding shares of Company common stock entitled to vote on such matter, voting together as a single class. On , 2018, The Anschutz Corporation, which we refer to as the Principal Stockholder, delivered to the Company an irrevocable written consent adopting the merger agreement. As of the close of business on December 4, 2017, the date on which the Board approved the merger agreement and which we refer to as the record date, the Principal Stockholder held shares of Company common stock representing approximately 67% of the combined voting power of all outstanding shares of Company common stock. The written consent was effective immediately following the satisfaction of all of the following conditions: (i) the go-shop period, which is the period beginning December 5, 2017 and expiring at midnight (New York time) on January 22, 2018, has expired; (ii) the Parent's stockholders have approved the merger and the rights issue by Parent to fund a portion of the merger consideration; (iii) the Company has received a certificate from the Parent's financing sources reaffirming their financing commitments; (iv) the Board has not withheld, withdrawn or modified its recommendation regarding the merger; and (v) the voting and support agreement executed by the Principal Stockholder and Parent in connection with the execution of the merger agreement has not been terminated. As of , 2018, all conditions to the effectiveness of the written consent were satisfied. Accordingly, the adoption of the merger agreement by the Company's stockholders was effected in accordance with Section 228 and Section 251 of the DGCL on , 2018. No further approval of the stockholders of the Company is required to adopt the merger agreement. As a result, the Company has not solicited and will not be soliciting your vote for the adoption of the merger agreement and does not intend to call a meeting of stockholders for purposes of voting on the adoption of the merger agreement.

This notice of action by written consent and the Information Statement shall constitute notice to you from the Company that the merger and the merger agreement have been adopted by the holders of a majority of the combined voting power of the outstanding shares of Company common stock by written consent in lieu of a meeting in accordance with Section 228 of the DGCL.

Under Section 262, if the merger is consummated, subject to compliance with the requirements of Section 262, holders of shares of Company common stock (other than the Principal Stockholder), will have the right to seek an appraisal for, and to be paid the "fair value" of, their shares of Company common stock (as determined by the Court of Chancery of the State of Delaware, which we refer to as the Court), together with interest, if any, as determined by the Court, instead of receiving the merger consideration. In order to exercise your appraisal rights, you must demand in writing an appraisal of your shares no later than 20 days after the mailing of this notice and Information Statement, which 20th day is , 2018, and comply precisely with other procedures set forth in Section 262, which are summarized in the accompanying Information Statement. A copy of Section 262 is included as *Annex C* to the Information Statement. **This notice and the Information Statement shall constitute notice to you from the Company of the availability of appraisal rights under Section 262.**

The Information Statement accompanying this letter provides you with more specific information concerning the merger agreement, the merger and the other transactions contemplated by the merger agreement. We encourage you to carefully read the Information Statement and the copy of the merger agreement included as *Annex A* to the Information Statement. Please do not send in your Company common stock at this time. If the merger is consummated, you will receive instructions regarding the surrender of your Company common stock and payment for your shares of Company common stock.

By order of the Board of Directors

Very truly yours,

Amy E. Miles
Chief Executive Officer and Chair of the Board of Directors

The merger has not been approved or disapproved by the U.S. Securities and Exchange Commission or any state securities or other regulatory agency. Neither the U.S. Securities and Exchange Commission nor any state securities or other regulatory agency has passed upon the merits or fairness of the merger or upon the adequacy or accuracy of the information contained in this document or the Information Statement. Any representation to the contrary is a criminal offense.

The Information Statement is dated , 2018 and is first being mailed to our stockholders on or about , 2018.

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Regal Entertainment Group
101 E. Blount Avenue
Knoxville, Tennessee 37920

INFORMATION STATEMENT

This information statement and notice of action by written consent and appraisal rights, which we refer to collectively as this Information Statement, contains information relating to the Agreement and Plan of Merger, dated December 5, 2017, which we refer to as the merger agreement, entered into among Cineworld Group plc, which we refer to as Parent, Crown Intermediate Holdco, Inc., which we refer to as US Holdco, Crown Merger Sub, Inc., which we refer to as Merger Sub, and Regal Entertainment Group, which we refer to as Regal, the Company, we, us or our, providing for the merger of Merger Sub with and into the Company, which we refer to as the merger, with the Company surviving the merger as an indirect wholly owned subsidiary of Parent. We are furnishing this Information Statement to stockholders of the Company pursuant to applicable provisions of Delaware law and certain securities regulations. This Information Statement is dated , 2018 and is first being mailed to our stockholders on or about , 2018.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

SUMMARY TERM SHEET

This summary term sheet highlights selected information in this Information Statement and may not contain all of the information about the merger that is important to you. We have included page references in parentheses to direct you to more complete descriptions of the topics presented in this summary term sheet. You should carefully read this Information Statement in its entirety, including the annexes hereto and the other documents to which we have referred you, for a more complete understanding of the merger.

The Parties
(page 19)

The Company operates one of the largest and most geographically diverse theatre circuits in the United States consisting of 7,315 screens in 561 theatres in 43 states, along with Guam, Saipan, American Samoa and the District of Columbia, as of September 30, 2017. The Company operates theatres in 48 of the top 50 U.S. designated market areas. The Company develops, acquires and operates multi-screen theatres primarily in mid-sized metropolitan markets and suburban growth areas of larger metropolitan markets throughout the United States.

Parent is an international cinema operator operating in nine different countries with 232 sites and 2,227 screens as of November 23, 2017. Parent operates in the UK and Ireland under the Cineworld and Picturehouse brands, in six central and eastern European countries under the Cinema City brand and in Israel under the Yes Planet and Rav-Chen brands. Parent's cinemas offer up to six different movie viewing formats of regular screens, IMAX, 4DX, 3D, Superscreen and VIP auditoriums. Parent continues to expand its IMAX and 4DX formats across a selection of its sites and, as of November 23, 2017, operates 35 IMAX screens and 34 4DX screens.

Each of US Holdco and Merger Sub were formed by Parent on November 30, 2017 solely for the purpose of consummating the merger, the financing and the other transactions contemplated by the merger agreement. Upon the consummation of the merger, Merger Sub will cease to exist.

Please see the section of this Information Statement entitled "*The Parties*" beginning on page 19.

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The Merger
(page 20)

The Company, Parent, US Holdco and Merger Sub entered into the merger agreement on December 5, 2017. A copy of the merger agreement is included as *Annex A* to this Information Statement. Under the terms of the merger agreement, subject to the satisfaction or waiver (if permissible under applicable law) of specified conditions, Merger Sub will be merged with and into the Company. The Company will survive the merger as a wholly owned direct subsidiary of US Holdco and an indirect wholly owned subsidiary of Parent, which we refer to as the surviving corporation.

Upon the consummation of the merger, each share of the Company's Class A common stock, par value $0.001 per share, which we refer to as Class A common stock, and Class B common stock, par value $0.001 per share, which we refer to as Class B common stock, and, together with Class A common stock, as the Company common stock, that is issued and outstanding immediately prior to the effective time of the merger (other than shares held in the treasury of the Company, shares owned by the Company, any subsidiary of the Company, Parent, US Holdco, Merger Sub or any other subsidiary of Parent or shares with respect to which appraisal rights have been properly exercised in accordance with the General Corporation Law of the State of Delaware, which we refer to as the DGCL, and with respect to which such holder has not effectively withdrawn, failed to perfect or otherwise lost such holder's appraisal rights under the DGCL, which we refer to as dissenting shares) will be converted into the right to receive $23.00 in cash, without interest and less any applicable withholding taxes, which we refer to as the merger consideration.

Please see the section of this Information Statement entitled "*The Merger*" beginning on page 20.

Recommendation of the Board; Reasons for the Merger
(page 30)

At a special meeting of the Company's board of directors, which we refer to as the Board, after careful consideration, including detailed discussions with the Company's management and its legal and financial advisors, the Board, by unanimous vote of all directors (i) determined and declared that it was in the best interests of the Company and the stockholders of the Company that the Company enter into the merger agreement and consummate the merger and the other transactions contemplated by the merger agreement on the terms and subject to the conditions set forth therein, (ii) approved and declared the advisability of the merger agreement, the merger and the other transactions contemplated by the merger agreement, (iii) declared that the terms of the merger were fair to the Company and the Company's stockholders, and (iv) directed that the merger agreement be submitted to Company stockholders for their adoption, subject to certain provisions of the merger agreement described below under "*The Merger Agreement Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*," and recommended adoption of the merger agreement by such Company stockholders.

For a discussion of the material factors that the Board considered in determining to approve the merger agreement, please see the section of this Information Statement entitled "*The Merger Reasons for the Merger*" beginning on page 30.

Required Approval of the Merger; Record Date; Action by Stockholder Consent
(page 29)

Under the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as amended, any action required or permitted to be taken at a special stockholders' meeting may be taken without a meeting, without prior notice and without a vote, if (i) the outstanding shares of the Class B common stock represents greater than 50% of the combined voting power of the outstanding shares of the Company common stock, and (ii) the action is taken by persons who would

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be entitled to vote at a meeting and who hold shares having voting power equal to not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted. Under Delaware law and the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as amended, the adoption of the merger agreement by the Company's stockholders required the affirmative vote or written consent of the stockholders holding a majority of the combined voting power of the outstanding shares of Company common stock entitled to vote on such matter, voting together as a single class. Holders of Class A common stock are entitled to cast one (1) vote in person or by proxy for each share of Class A common stock held. Holders of Class B common stock are entitled to cast ten (10) votes in person or by proxy for each share of Class B common stock held.

As of the close of business on December 4, 2017, the date on which the Board approved the merger agreement and which we refer to as the record date, (i) 133,307,114 shares of Class A common stock outstanding and entitled to vote, held by 231 stockholders of record and (ii) 23,708,639 shares of Class B common stock outstanding and entitled to vote, held by one stockholder of record. As of the record date, the Class B common stock represented 64% of the combined voting power of the outstanding shares of Company common stock.

On , 2018, The Anschutz Corporation, which we refer to as the Principal Stockholder, delivered to the corporate secretary of the Company a written consent, which we refer to as the written consent, adopting the merger agreement. As of the record date, the Principal Stockholder held shares of Company common stock representing approximately 67% of the combined voting power of all outstanding shares of Company common stock. The written consent was effective immediately following the satisfaction of all of the following conditions: (i) the go-shop period, which is the period beginning December 5, 2017 and expiring at midnight (New York time) on January 22, 2018, has expired; (ii) the Parent's stockholders have approved the merger and a rights issue by Parent to fund a portion of the merger consideration; (iii) the Company has received a certificate from the Parent's financing sources reaffirming their financing commitments; (iv) the Board has not withheld, withdrawn or modified its recommendation regarding the merger; and (v) the voting and support agreement executed by the Principal Stockholder and Parent in connection with the execution of the merger agreement has not been terminated. As of , 2018, all conditions to the effectiveness of the written consent were satisfied. Accordingly, the adoption of the merger agreement by the Company's stockholders was effected in accordance with Section 228 and Section 251 of the DGCL on , 2018. No further approval of the stockholders of the Company is required to adopt the merger agreement. As a result, the Company has not solicited and will not be soliciting your vote for the adoption of the merger agreement and does not intend to call a meeting of stockholders for purposes of voting on the adoption of the merger agreement. If the merger agreement is terminated in accordance with its terms, the written consent will be of no further force and effect.

Federal securities laws state that the merger may not be consummated until 20 days after the date of mailing of this Information Statement to the Company's stockholders. Therefore, notwithstanding the execution and delivery of the written consent, the merger will not occur until that time has elapsed. We currently expect the merger to be consummated by the end of the first quarter of 2018, subject to certain government regulatory reviews and approvals and the satisfaction of the other conditions to closing in the merger agreement. However, there can be no assurance that the merger will be consummated on or prior to that time, or at all.

This Information Statement shall constitute notice to you from the Company that the merger and the merger agreement have been adopted by the holders of a majority of the combined voting power of the outstanding shares of Company common stock by written consent in lieu of a meeting in accordance with Section 228 of the DGCL.

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Please see the section of this Information Statement entitled "*The Merger Agreement Additional Agreements of the Parties to the Merger Agreement Company Stockholder Consent*" beginning on page 84.

Opinion of Morgan Stanley & Co. LLC
(page 37)

In connection with the merger, at the special meeting of the Board on December 4, 2017, Morgan Stanley & Co. LLC, whom we refer to as Morgan Stanley, rendered its oral opinion, which was subsequently confirmed by delivery of a written opinion dated December 5, 2017 that, as of the date of such opinion, and based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth in its written opinion, the $23.00 per share in cash merger consideration to be received by the holders of shares of our Class A and Class B common stock pursuant to the merger agreement was fair, from a financial point of view, to such holders.

The full text of the written opinion of Morgan Stanley delivered to the Board, dated December 5, 2017, is attached to this Information Statement as *Annex B*and incorporated by reference into this Information Statement. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of the review undertaken by Morgan Stanley in rendering its opinion. Our stockholders are urged to, and should, read the opinion carefully and in its entirety. Morgan Stanley's opinion was directed to the Board and addressed only the fairness, from a financial point of view, as of the date of the opinion, to the holders of shares of our Class A common stock and Class B common stock of the $23.00 per share in cash merger consideration to be received by such holders pursuant to the merger agreement. Morgan Stanley's opinion does not address any other aspect of the transactions contemplated by the merger agreement. The summary of Morgan Stanley's opinion set forth in this Information Statement is qualified in its entirety by reference to the full text of Morgan Stanley's opinion. Pursuant to an engagement letter between the Company and Morgan Stanley, we have agreed to pay Morgan Stanley a fee of approximately $47 million for its services, approximately $37.5 million of which is contingent upon the closing of the merger, and $9.5 million of which was due and payable upon the delivery of the opinion. We have also agreed to reimburse certain fees and expenses regardless of the completion of the merger.

Please see the section of this Information Statement entitled "*The Merger Opinion of Morgan Stanley & Co. LLC*" beginning on page 37.

Voting Agreement and Irrevocable Undertakings
(page 104)

On December 5, 2017, the Principal Stockholder entered into a voting and support agreement with Parent committing to execute and deliver the written consent to the Company and Parent immediately prior to the Parent stockholders meeting, which written consent will become effective upon satisfaction of certain conditions. Please see the section of this Information Statement entitled "*Voting Agreement and Irrevocable Undertakings Voting and Support Agreement of Principal Stockholder*" beginning on page 104.

On December 5, 2017, Global City Holdings B.V., a stockholder of Parent, which we refer to as GCH, and the trustee of trusts of which Anthony Bloom, the chairman of the board of directors of Parent, which we refer to as the Parent Board, is a potential discretionary beneficiary, each entered into an irrevocable undertaking with the Company committing to: (i) exercise all of the voting rights attaching to shares in Parent beneficially owned by such party in favor of the Parent stockholder resolutions; (ii) in the case of GCH, accept the offer to acquire such number of new ordinary shares of

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Parent as represents its full entitlement under the terms of the rights issue; and (iii) in the case of GCH, pay to the Company an additional termination fee under certain circumstances. Please see the section of this Information Statement entitled "*Voting Agreement and Irrevocable Undertakings Irrevocable Undertakings*" beginning on page 105.

Appraisal Rights
(page 98)

On , 2018, the Principal Stockholder delivered the written consent adopting the merger agreement to the Company. The Company's remaining stockholders (other than the Principal Stockholder) did not provide a consent to the adoption of the merger agreement (or otherwise vote for the approval of the adoption thereof) and, under the DGCL, will have the right to demand appraisal and receive the "fair value" of their shares of Company common stock as determined by the Court of Chancery of the State of Delaware, which we refer to as the Court, in lieu of receiving the merger consideration if the merger is consummated, but only if they strictly comply with the procedures and requirements set forth in Section 262 of the DGCL, which we refer to as Section 262. In order to exercise your appraisal rights, you must demand in writing an appraisal of your shares no later than 20 days after the mailing of this Information Statement, which 20th day is , 2018 and comply precisely with other procedures set forth in Section 262.

A copy of Section 262 is included as *Annex C* to this Information Statement. We urge you to read these provisions carefully and in their entirety. Moreover, due to the complexity of the procedures for exercising the right to demand appraisal, stockholders who are considering exercising such rights are encouraged to seek the advice of legal counsel. Failure to comply strictly with all of the requirements of Section 262 will result in loss of the appraisal rights under the DGCL. You should be aware that the "fair value" of your shares of Company common stock as determined under Section 262 could be more than, the same as, or less than the value that you are entitled to receive under the terms of the merger agreement.

Please see the section of this Information Statement entitled "*Appraisal Rights*" beginning on page 98.

Certain Effects of the Merger
(page 45)

Upon the consummation of the merger, Merger Sub will be merged with and into the Company, and the Company will continue to exist following the merger as an indirect wholly owned subsidiary of Parent.

Following the consummation of the merger, shares of Class A common stock will no longer be traded on the New York Stock Exchange or any other public market, and the registration of shares of Class A common stock under the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act, will be terminated.

Please see the section of this Information Statement entitled "*The Merger Certain Effects of the Merger*" beginning on page 45.

Effects on the Company if the Merger is not Consummated
(page 46)

If the merger is not consummated for any reason, the Company's stockholders will not receive any payment for their shares of Company common stock in connection with the merger. Instead, the Company will remain an independent public company and stockholders will continue to own their shares of Company common stock.

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Under certain circumstances, if the merger agreement is terminated, a termination fee or reverse termination fee may be payable by the Company or Parent, respectively.

Please see the section of this Information Statement entitled "*The Merger Agreement Termination Fees*" beginning on page 89.

Treatment of Company Stock Plans
(page 62)

Effective as of immediately prior to the effective time of the merger, each Company restricted share that is then outstanding and unvested will automatically become fully vested and the restrictions thereon will lapse, and will automatically be canceled and converted into the right to receive from the surviving corporation the merger consideration, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (i) the holder of such Company restricted share's compliance with any written instructions provided to such person by the Company and (ii) the effective time of the merger.

Effective as of immediately prior to the effective time of the merger, each Company performance share award that is then outstanding and unvested will vest with respect to the target number of shares of Company common stock that could be earned thereunder and will automatically be canceled and converted into the right to receive from the surviving corporation an amount of cash equal to the sum of (i) the product of (A) the target number of shares of Company common stock then underlying such Company performance share award multiplied by (B) the merger consideration, and (ii) the dividends paid with respect to the target number of shares of Company common stock then underlying such Company performance share award from the grant date of such Company performance share award to the effective time, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (x) the holder of such Company performance share award's compliance with any written instructions provided to such person by the Company and (y) the effective time of the merger.

Please see the section of this Information Statement entitled "*The Merger Agreement Treatment of Company Stock Plans*" beginning on page 62.

Interests of the Company's Directors and Executive Officers in the Merger
(page 49)

In reaching the determination that the merger and the merger agreement were advisable and in the best interests of the Company and its stockholders and that the terms of the merger were fair to the Company and the Company's stockholders, the Board considered, among other matters, the interests of the Company's directors and executive officers in the merger that may be different from, or in addition to, the interests of our stockholders generally. These interests include:

- accelerated vesting of Company restricted shares, and cancellation and conversion of each such restricted share into the right to receive a cash payment equal to the merger consideration, on the terms set forth in the merger agreement;

- accelerated vesting of Company performance share awards, and cancellation and conversion of each such performance share award into the right to receive a cash payment equal to the sum of (i) the merger consideration multiplied by the target number of shares of Company common stock subject to such performance share award, and (ii) the dividends paid with respect to such number of shares from the grant date thereof to the effective time of the merger on the terms set forth in the merger agreement;

- in the event of certain terminations of employment, cash severance payments payable to, and continued medical, health and life insurance coverage benefits for, executive officers of the

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Company pursuant to employment agreements between the Company and such executive officers; and

continued indemnification and liability insurance for directors and officers following completion of the merger.

Please see the section of this Information Statement entitled "*The Merger Interests of the Company's Directors and Executive Officers in the Merger*" beginning on page 49.

Financing of the Merger
(page 46)

Parent and US Holdco expect to fund a portion of the aggregate merger consideration and related fees and expenses through equity financing of approximately $2.27 billion, which we refer to as the equity financing, by way of a rights issue to the existing stockholders of Parent that will entitle such stockholders to subscribe for newly issued Parent ordinary shares, which we refer to as the new Parent shares, at a discount to the then-current market price thereof, which we refer to as the rights issue. On December 5, 2017, Barclays Bank PLC, HSBC Bank plc and Investec Bank plc, who we refer to as the underwriters, entered into an agreement, which we refer to as the underwriting agreement, pursuant to which the underwriters agreed to underwrite (severally and not jointly) the shares to be issued in connection with the rights issue.

Parent and US Holdco expect to fund a portion of the aggregate merger consideration and related fees and expenses through debt financing of approximately $4.307 billion, which we refer to as the debt financing, consisting of (i) a senior secured term loan facility in an aggregate principal amount of $4.007 billion, which we refer to as the term loan facility and (ii) a senior secured revolving credit facility in an aggregate principal amount of $300 million, which we refer to as the revolving credit facility. In connection with the merger agreement, Parent and US Holdco have obtained a commitment letter from Barclays Bank PLC and HSBC Bank plc, whom we refer to as the arrangers, pursuant to which the arrangers committed to provide the term loan facility and the revolving credit facility.

The obligation of the parties to consummate the merger is not subject to a financing condition (although the funding of the equity financing and debt financing is subject to the satisfaction of the conditions set forth in the underwriting agreement and commitment letter, respectively, under which the financing will be provided). Please see the section of this Information Statement entitled "*The Merger Financing of the Merger*" beginning on page 46.

Conditions to the Merger
(page 85)

The obligation of the parties to consummate the merger is subject to the satisfaction or waiver of a number of conditions, including, among other things:

the obtaining of the Company stockholder approval;

the obtaining of the Parent stockholder approval;

the waiting period (and any extension thereof) applicable to the consummation of the merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or early termination thereof having been granted;

no governmental entity of competent jurisdiction having enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which is in effect and which has the effect of making the merger illegal or otherwise prohibiting consummation of the merger;

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each party's respective representations and warranties in the merger agreement shall be true and correct as of the closing date, subject to certain exceptions;

each party shall have performed in all material respects its obligations required to be performed by it under the merger agreement at or prior to the effective time of the merger;

the occurrence of the admission of new Parent shares to be issued in connection with the rights issue to the premium listing segment of the official list maintained by the UK Listing Authority, which we refer to as the UKLA, and to trading on the main market for listed securities of the London Stock Exchange, which we refer to as the rights admission; and

the absence of a Company Material Adverse Effect.

The obligation of the parties to consummate the merger is not conditioned upon Parent's or US Holdco's receipt of financing.

Please see the section of this Information Statement entitled "*The Merger Agreement Conditions to the Merger*" beginning on page 85.

Regulatory Approvals
(page 58)

The merger is subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. Under the terms of the merger agreement, the merger cannot be consummated if any governmental entity of competent jurisdiction has enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which has the effect of making the merger illegal or otherwise prohibiting consummation of the merger.

Please see the section of this Information Statement entitled "*The Merger Regulatory Approvals Required for the Merger*" beginning on page 58.

Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation
(page 69)

During the go-shop period, which is the period beginning on December 5, 2017 and expiring at midnight New York time on January 22, 2018, the Company is permitted under the terms of the merger agreement to solicit or initiate acquisition proposals and enter into discussions or negotiations with respect to acquisition proposals from third parties. Following the expiration of the go-shop period, the merger agreement generally restricts the Company's ability to solicit acquisition proposals from third parties, or participate in discussions or negotiations with third parties regarding any acquisition proposal. However, under certain circumstances, prior to obtaining the Company stockholder approval, and in compliance with certain obligations contained in the merger agreement, the merger agreement permits the Company to engage in negotiations with (or continue to engage in negotiations with), and provide information to, third parties that made an acquisition proposal that was, or may have reasonably been expected to lead to, a superior proposal and to terminate the merger agreement in order to accept an acquisition proposal that, taking into account any improved terms offered by Parent, constitutes a superior proposal, subject to payment by the Company of a termination fee to Parent.

Please see the section of this Information Statement entitled "*The Merger Agreement Termination Fees*" beginning on page 89.

However, these rights to engage in negotiations and terminate the merger agreement ceased upon the effectiveness of the written consent constituting the stockholder approval on , 2018.

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Please see the section of this Information Statement entitled "*The Merger Agreement Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*" beginning on page 69.

Termination
(page 87)

The merger agreement may be terminated at any time prior to the closing of the merger in the following circumstances:

by mutual written consent of Parent and the Company at any time prior to the effective time;

by either Parent or the Company, if the effective time of the merger has not occurred on or before June 5, 2018, which we refer to as the outside date, except that a party to the merger agreement will not be permitted to terminate the merger agreement under this provision if the failure of such party to fulfill any obligation under the merger agreement has been a principal cause of or resulted in the failure of the effective time to occur on or before the outside date, and Parent will not be able to terminate the merger agreement under this provision during any extension of the closing date to supplement the combined prospectus and shareholder circular to be sent by Parent to its stockholders in connection with the merger, the rights issue and the rights admission, which we refer to as the Parent Shareholders Circular, or during the pendency of a proceeding seeking specific performance pursuant to the terms of the merger agreement;

by either Parent or the Company at any time prior to the effective time if a governmental entity of competent jurisdiction has issued a nonappealable final order, decree or ruling or taken any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the merger, except that a party to the merger agreement will not be permitted to terminate the merger agreement under this provision if the failure of such party to fulfill any obligation under the merger agreement has been a principal cause of or resulted in the issuance of any such order, decree, ruling or the taking of such other action;

by Parent or the Company if the Parent stockholder approval is not obtained at the general meeting of Parent's stockholders to consider, among other matters, the approval of the merger and the resolutions required to implement the rights issue, or at any adjournment or postponement thereof;

by the Company if the Parent Board has effected a recommendation change;

by the Company if a tender offer or exchange offer for outstanding shares of Parent common stock has been commenced and the Parent Board has recommended that the stockholders of the Parent tender their shares in such tender or exchange offer or within ten business days of the commencement of such tender offer or exchange offer, the Parent Board shall have failed to recommend against acceptance of such offer;

by Parent, prior to the effective time, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Company set forth in the merger agreement, which breach or failure to perform (i) would cause certain closing conditions applicable to Parent, US Holdco and Merger Sub set forth in the merger agreement not to be satisfied, and (ii) has not been cured within 20 business days following receipt by the Company of written notice of such breach or failure to perform from Parent, provided that none of Parent, US Holdco or Merger Sub is then in material breach of any representation, warranty or covenant under the merger agreement;

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by the Company, prior to the effective time, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Parent, US Holdco or Merger Sub set forth in the merger agreement, which breach or failure to perform (i) would cause certain closing conditions applicable to the Company set forth in the merger agreement not to be satisfied, and (ii) has not been cured within 20 business days following receipt by Parent of written notice of such breach or failure to perform from the Company, provided that the Company is not then in material breach of any representation, warranty or covenant under the merger agreement;

by the Company if the rights admission has not occurred by the third business day following the date on which the Parent stockholder approval is obtained, if the completion of the rights issue has not occurred on or before March 31, 2018, or if the debt commitment letters are not in full force or effect as of March 31, 2018 and Parent and US Holdco have not arranged replacement financing in accordance with the terms of the merger agreement;

by the Company if the underwriting agreement is terminated or if any underwriter to the rights issue invokes a failure of any condition to the underwriting of the rights issue under the underwriting agreement; or

by the Company if (i) the mutual closing conditions and Parent's closing conditions (other than those conditions that by their nature are to be satisfied by actions taken at the closing) have been satisfied at the time the closing was required to occur pursuant to the terms of the merger agreement, (ii) the Company has confirmed by notice to Parent that all of the Company's closing conditions have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the closing) or that it is willing to waive any unsatisfied conditions to the Company's obligation to close and (iii) the merger shall not have been consummated within three business days after the delivery of such notice.

The merger agreement also includes several provisions pursuant to which the parties could have terminated the merger agreement prior to obtaining the Company stockholder approval (which was effective on , 2018), including the right of Parent to terminate if the written consent was not delivered as contemplated by the merger agreement, the right of Parent to terminate in the event of a Company Board recommendation change, if the Board approved, adopted, endorsed or recommended an acquisition proposal (or publicly proposed to do the foregoing), or a tender offer for the Company common stock had been commenced and the Board recommended to the Company's stockholders to tender their shares or failed to recommend against acceptance of such offer, and the right of the Company to terminate prior to receipt of the Company stockholder approval for a superior proposal. However, each of these termination provisions expired upon delivery of the written consent to the corporate secretary of the Company on , 2018, which constituted receipt of the stockholder approval (as described above under "*Required Approval of the Merger; Record Date; Action by Stockholder Consent*").

Please see the section of this Information Statement entitled "*The Merger Agreement Termination*" beginning on page 87.

Termination Fees
(page 89)

Parent will be required to pay the Company a reverse termination fee of $20,150,963, if the merger agreement is terminated under specified circumstances, including, among others, if the merger agreement is terminated (A) by either Parent or the Company if the Parent stockholder approval is not obtained, (B) by either Parent or the Company if the merger is not consummated on or before the outside date and all closing conditions have been satisfied other than the occurrence of the rights admission, (C) by the Company in the event the Parent Board shall have effected a recommendation

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change or a tender offer or exchange offer for outstanding shares of Parent common stock has been commenced and the Parent Board has recommended that the stockholders of the Parent tender their shares in such tender or exchange offer, or within ten business days of the commencement of such tender offer or exchange offer, the Parent Board shall have failed to recommend against acceptance of such offer, (D) by the Company if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Parent, US Holdco or Merger Sub set forth in the merger agreement, which breach or failure to perform (i) would cause certain closing conditions applicable to the Company set forth in the merger agreement not to be satisfied, and (ii) will not have been cured within 20 business days following receipt by Parent of written notice of such breach or failure to perform from the Company, (E) by the Company if the rights admission has not occurred by the third business day following the date on which the Parent stockholder approval is obtained, if the completion of the rights issue has not occurred on or before March 31, 2018, or if the debt commitment letters are not in full force or effect as of March 31, 2018 and Parent and US Holdco have not arranged replacement financing in accordance with the terms of the merger agreement, (F) by the Company if the underwriting agreement is terminated or if any underwriter to the rights issue invokes a failure of any condition to the underwriting of the rights issue under the underwriting agreement or (G) by the Company if (i) the mutual closing conditions and Parent's closing conditions (other than those conditions that by their nature are to be satisfied by actions taken at the closing) have been satisfied at the time the closing was required to occur pursuant to the terms of the merger agreement, (ii) the Company has confirmed by notice to Parent that all of the Company's closing conditions have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the closing) or that it is willing to waive any unsatisfied conditions to the Company's obligation to close and (iii) the merger shall not have been consummated within three business days after the delivery of such notice.

If the merger agreement is terminated under certain circumstances specified in the merger agreement (including if the requisite vote of Parent's stockholders has not been obtained or if Parent fails to obtain the debt or equity financing), Parent will be required to pay the Company both the termination fee of $20,150,963 described above and, pursuant to the GCH irrevocable undertaking described below under the heading "*Voting Agreement and Irrevocable Undertakings*", GCH will be required to pay the Company an additional termination fee of $4,849,037. Moreover, if the merger agreement is terminated under certain circumstances following Parent's receipt of a Parent acquisition proposal, and a Parent acquisition proposal is thereafter consummated, then, pursuant to the GCH irrevocable undertaking, GCH will be required to pay the Company an additional termination fee of $75,000,000.

Please see the section of this Information Statement entitled "*The Merger Agreement Termination Fees*" beginning on page 89 and the section of this Information Statement entitled *"Voting Agreement and Irrevocable Undertakings*" beginning on page 104.

If the merger agreement is terminated under other specified circumstances, the Company will be required to pay Parent a termination fee of $20,150,963, $36,270,000, $75,000,000 or some combination thereof. Please see the section of this Information Statement entitled "*The Merger Agreement Termination Fees*" beginning on page 89.

Material U.S. Federal Income Tax Consequences of the Merger
(page 55)

The exchange of shares of Company common stock for cash pursuant to the merger will generally be a taxable transaction to U.S. holders and certain non-U.S. holders for U.S. federal income tax purposes. A U.S. holder (or a non-U.S. holder that is subject to U.S. federal income tax on its gain from the merger) who exchanges shares of Company common stock for cash in the merger generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if

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any, between the amount of cash received (determined before deduction of any applicable withholding taxes) with respect to such shares and the stockholder's adjusted tax basis in such shares. This may also be a taxable transaction under applicable state, local and/or foreign income or other tax laws. You should read the section of this Information Statement entitled *"The Merger Material U.S. Federal Income Tax Consequences of the Merger"* beginning on page 55 for the definition of "U.S. holder" and "non-U.S. holder" and a more detailed discussion of the U.S. federal income tax consequences of the merger. You should also consult your tax advisor for a complete analysis of the effect of the merger on your U.S. federal, state and local and/or foreign taxes.

Additional Information
(page 108)

You can find more information about the Company in the periodic reports and other information we file with the U.S. Securities and Exchange Commission, which we refer to as the SEC. Some of these reports are attached as annexes to this Information Statement. The information is available at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549 and at the website maintained by the SEC at *www.sec.gov*.

Please see the sections of this Information Statement entitled "*Additional Information*" and "*Where You Can Find More Information*" beginning on page 108.

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QUESTIONS AND ANSWERS ABOUT THE MERGER

The following questions and answers are intended to briefly address some commonly asked questions regarding the merger. These questions and answers may not address all questions that may be important to you as a stockholder. Please refer to the more detailed information contained elsewhere in this Information Statement, the annexes to this Information Statement and the documents referred to or incorporated by reference in this Information Statement, which you should read carefully and in their entirety.

Q:

Why am I receiving this Information Statement?

A:

On December 5, 2017, the Company entered into the merger agreement with Parent, US Holdco and Merger Sub, and on , 2018, the Principal Stockholder adopted the merger agreement and approved the merger by written consent. Applicable provisions of Delaware law and certain securities regulations require us to provide you with (i) information regarding the merger, even though your vote or consent is neither required nor requested to adopt the merger agreement or complete the merger, (ii) notice that stockholder action was taken by written consent in lieu of a meeting of the Company's stockholders (as further described in the section of this Information Statement entitled "*The Merger Required Approval of the Merger; Record Date; Action by Stockholder Consent*" beginning on page 29) and (iii) notice that stockholders (other than the Principal Stockholder) are entitled to appraisal rights under Section 262 of the DGCL in certain circumstances as more fully described in the section of this Information Statement entitled "*Appraisal Rights*" beginning on page 98.

Q:

What effects will the merger have on the Company?

A:

If the closing conditions under the merger agreement are satisfied or waived, Merger Sub will merge with and into the Company, with the Company being the surviving corporation. As a result of the merger, the Company will become an indirect wholly owned subsidiary of Parent and will no longer be a publicly held corporation, and you will no longer have any interest in our future earnings or growth. In addition, the Company common stock will be delisted from the New York Stock Exchange and deregistered under the Exchange Act, and we will no longer file periodic reports with the SEC on account of Company common stock.

Q:

What will I receive if the merger is consummated?

A:

Upon completion of the merger, you will be entitled to receive the merger consideration of $23.00 in cash, without interest and subject to deduction for any required withholding tax, for each share of Company common stock that you own. For example, if you own 1,000 shares of Company common stock, you will receive $23,000 in cash in exchange for your shares of Company common stock, without interest and subject to deduction for any required withholding tax. You will not receive any shares of the capital stock in the surviving corporation. However, stockholders of the Company who properly demand and perfect their appraisal rights under the DGCL and comply precisely with the procedures and requirements set forth in Section 262 will not receive the merger consideration, but will instead be paid the "fair value" of their shares (as determined by the Court), together with interest, if any, as determined by the Court, unless such holder subsequently fails to perfect, effectively withdraws or otherwise loses such holder's appraisal rights.

The exchange of shares of Company common stock for cash pursuant to the merger will generally be a taxable transaction for U.S. federal income tax purposes. Please see the section of this Information Statement entitled "*The Merger Material U.S. Federal Income Tax Consequences of the Merger*" beginning on page 55 for a more detailed description of the United States federal income tax consequences of the merger. You should consult your own tax advisor for a full understanding of how the merger will affect your federal, state, local and/or non-U.S. taxes.

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Q:

Does the merger agreement impact the Company's ability to pay its regular quarterly dividends prior to the consummation of the merger?

A:

In connection with the transactions contemplated by the merger agreement, the Company is entitled to continue to declare and pay regular quarterly cash dividends on its Class A common stock and Class B common stock, with declaration, record and payment dates reasonably consistent with the Company's historical practices, and in an amount not to exceed $0.22 per share (subject to equitable adjustments pursuant to the merger agreement) including (i) its first quarter 2018 dividend on the earlier of March 15, 2018 or immediately prior to the closing and (ii) if the closing occurs after April 20, 2018, its second quarter 2018 dividend on the earlier of June 15, 2018 or immediately prior to closing.

Q:

How does the merger consideration compare to the market price of Company common stock prior to announcement of the merger?

A:

The merger consideration of $23.00 per share of Company common stock represents a 43.2% premium to the volume weighted average price of the Class A common stock during the 30 days prior to the publication of media reports regarding a possible acquisition of the Company by Parent. For more information, please see the section of this Information Statement entitled "*Market Price and Dividend Information*" beginning on page 103.

Q:

What will holders of Company stock awards receive if the merger is consummated?

A:

Effective as of immediately prior to the effective time of the merger, each Company restricted share that is then outstanding and unvested will automatically become fully vested and the restrictions thereon will lapse, and will automatically be canceled and converted into the right to receive from the surviving corporation the merger consideration, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (i) the holder of such Company restricted share's compliance with any written instructions provided to such person by the Company and (ii) the effective time of the merger.

Effective as of immediately prior to the effective time of the merger, each Company performance share award that is then outstanding and unvested will vest with respect to the target number of shares of Company common stock that could be earned thereunder and will automatically be canceled and converted into the right to receive from the surviving corporation an amount of cash equal to the sum of (i) the product of (A) the target number of shares of Company common stock then underlying such Company performance share award multiplied by (B) the merger consideration, and (ii) the dividends paid with respect to the target number of shares of Company common stock then underlying such Company performance share award from the grant date of such Company performance share award to the effective time, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (x) the holder of such Company performance share award's compliance with any written instructions provided to such person by the Company and (y) the effective time of the merger.

Q:

Why did the Board approve the merger and the merger agreement?

A:

At a special meeting of the Board, after careful consideration, including detailed discussions with the Company's management and its legal and financial advisors, the Board, by a unanimous vote of all directors, approved and declared the advisability of the merger agreement, the merger and the other transactions contemplated by the merger agreement.

For a discussion of the factors that the Board considered in determining to approve the merger agreement, please see the section of this Information Statement entitled "*The Merger Reasons for the Merger*" beginning on page 30. In addition, in determining to approve the merger agreement,

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the Board was aware that some of the Company's directors and executive officers have interests that may be different from, or in addition to, the interests of the Company's stockholders generally. Please see the section of this Information Statement entitled "*The Merger Interests of the Company's Directors and Executive Officers in the Merger*" beginning on page 49.

Q:

When is the merger expected to be consummated?

A:

We are working towards completing the merger as soon as possible. Assuming timely satisfaction of necessary closing conditions, we currently anticipate that the merger will be consummated by the end of the first quarter of 2018.

Q:

Do any of the Company's directors or executive officers have any interests in the merger that are different from, or in addition to, my interests as a stockholder?

A:

Yes. In evaluating and negotiating the merger agreement and the merger, the Board considered, among other matters, the interests of our directors and officers in the merger that may be different from, or in addition to, the interests of our stockholders generally. See "*The Merger Interests of the Company's Directors and Executive Officers in the Merger*" beginning on page 49.

Q:

Is the approval of stockholders necessary to adopt the merger agreement? Why am I not being asked to vote on the merger agreement?

A:

The adoption of the merger agreement by the Company's stockholders required the affirmative vote or written consent of the holders of a majority of the combined voting power of all outstanding shares of Company common stock entitled to vote on such matter, voting together as a single class. The stockholder approval was obtained on , 2018, the date on which the Principal Stockholder delivered to the Company the written consent adopting the merger agreement. As of the record date, the Principal Stockholder held approximately 67% of the combined voting power of all outstanding shares of Company common stock. The written consent was effective immediately following the satisfaction of all of the following conditions: (i) the go-shop period, which is the period beginning December 5, 2017 and expiring at midnight (New York time) on January 22, 2018, has expired; (ii) the Parent's stockholders have approved the merger and a rights issue by Parent to fund a portion of the merger consideration; (iii) the Company has received a certificate from the Parent's financing sources reaffirming their financing commitments; (iv) the Board has not withheld, withdrawn or modified its recommendation regarding the merger; and (v) the voting and support agreement executed by the Principal Stockholder and Parent in connection with the execution of the merger agreement has not been terminated. As of , 2018, all conditions to the effectiveness of the written consent were satisfied. Accordingly, the adoption of the merger agreement by the Company's stockholders was effected in accordance with Section 228 and Section 251 of the DGCL on , 2018. No further approval of the stockholders of the Company is required to adopt the merger agreement. As a result, the Company has not solicited and will not be soliciting your vote for the adoption of the merger agreement and does not intend to call a meeting of stockholders for purposes of voting on the adoption of the merger agreement.

Q:

If I hold my shares in certificated form, should I send in my stock certificates now?

A:

No. As soon as reasonably practicable after the effective time of the merger, each holder of record of a certificate representing shares of Company common stock, which were converted into the right to receive the merger consideration, will be sent a letter of transmittal and instructions describing the procedure for surrendering such certificate in exchange for the merger consideration. If you hold your shares in certificated form, you will receive your cash payment after the paying agent or other person specified in the instructions receives your stock certificate, the executed letter of

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transmittal and any other documents requested in the instructions. You should not forward your stock certificates to the paying agent or other person specified in the instructions without a letter of transmittal.

Q:

What should I do if I hold my shares in non-certificated book-entry form?

A:

If you hold shares of Company common stock in non-certificated book-entry form, you will not be required to deliver a stock certificate. You will receive your cash payment of the aggregate amount of merger consideration to which you are entitled following the effective time of the merger.

Q:

Am I entitled to appraisal rights in connection with the merger?

A:

Stockholders (other than the Principal Stockholder) are entitled to appraisal rights under Section 262 so long as they follow the procedures precisely and satisfy the conditions set forth in Section 262. For more information regarding appraisal rights, please see the section of this Information Statement entitled "*Appraisal Rights*" beginning on page 98. In addition, a copy of Section 262 is included as *Annex C* to this Information Statement. Failure to strictly comply with Section 262 will result in the loss of appraisal rights under the DGCL.

Q:

What happens if a third party makes an offer to acquire the Company before the merger is consummated?

A:

Prior to obtaining the stockholder approval, our Board could have, subject to certain requirements and rights of Parent, terminated the merger agreement in connection with the Company's receipt of a superior proposal. This termination right ceased upon effectiveness of the Principal Stockholder's written consent constituting the stockholder approval on , 2018. For more information, please see the section of this Information Statement entitled "*The Merger Agreement Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*" beginning on page 69.

Q:

What effect will the merger have on the Company?

A:

If the merger is consummated, Merger Sub will be merged with and into the Company, and the Company will continue to exist immediately following the merger as an indirect wholly owned subsidiary of Parent. Following such consummation of the merger, shares of Class A common stock will no longer be traded on the New York Stock Exchange or any other public market, and the registration of shares of Class A common stock under the Exchange Act will be terminated.

Q:

What happens if the merger is not consummated?

A:

If the merger is not consummated for any reason, the stockholders of the Company would not receive any payment for their shares of Company common stock in connection with the merger. Instead, the Company would remain an independent public company, and the Class A common stock would continue to be listed and traded on the New York Stock Exchange.

Under specified circumstances, the Company may be required to pay to Parent a fee with respect to the termination of the merger agreement or Parent may be required to pay to the Company a fee with respect to the termination of the merger agreement, as described in the section entitled "*The Merger Agreement Termination Fees*" beginning on page 89. In certain circumstances, GCH may be required to pay the Company a termination fee in connection with the termination of the merger agreement pursuant to the GCH irrevocable undertaking, as described in the section entitled "*Voting Agreement and Irrevocable Undertakings*" beginning on page 104.

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Q:

What is householding and how does it affect me?

A:

The SEC permits companies to send a single set of certain disclosure documents to stockholders who share the same address and have the same last name, unless contrary instructions have been received, but only if the applicable company provides advance notice and follows certain procedures. In such cases, each stockholder continues to receive a separate set of disclosure documents. This practice, known as "householding", is designed to reduce duplicate mailings and save significant printing and postage costs as well as natural resources.

If you received a householded mailing and you would like to have additional copies of this Information Statement mailed to you, or you would like to opt out of this practice for future mailings, please submit your request to the Company by mailing Regal Entertainment Group, Attention: Investor Relations, 101 E. Blount Avenue, Knoxville, Tennessee 37920, or by calling (865) 922-1123. We will promptly send additional copies of this Information Statement upon receipt of such request.

Q:

Who can help answer my other questions?

A:

If you have questions about the merger after reading this Information Statement, please contact the Company by phone at (865) 922-1123 or by mail to Regal Entertainment Group, Attention: Investor Relations, 101 E. Blount Avenue, Knoxville, Tennessee 37920.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Any statements in this Information Statement regarding the proposed merger between Parent and the Company, the expected timetable for completing the proposed merger, future financial and operating results, future opportunities for the combined company, general business outlook and any other statements about the future expectations, beliefs, goals, plans or prospects of the board of directors or management of Parent and the Company constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "anticipate", "believe", "predict", "intend", "expect", "estimate", "may", "should", "plan", "forecast", "outlook" and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These statements are based on current expectations and assumptions that are subject to risks and uncertainties. Actual results could differ materially from those anticipated as a result of various factors, including: (1) conditions to the closing of the proposed transaction, including the obtaining of required regulatory or stockholder approvals, may not be satisfied; (2) the proposed transaction may involve unexpected costs, liabilities or delays; (3) the business of the Company and Parent may suffer as a result of uncertainty surrounding the proposed transaction; (4) the outcome of any legal proceedings related to the proposed transaction; (5) the Company and Parent may be adversely affected by other economic, business, and/or competitive factors; (6) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (7) the ability to recognize benefits of the proposed transaction; (8) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the proposed transaction; (9) other risks to consummation of the proposed transaction, including the risk that the proposed transaction will not be consummated within the expected time period or at all; and (10) the risks described from time to time in the Company's reports filed with the U.S. Securities and Exchange Commission, which we refer to as the SEC, under the heading "Risk Factors," including, without limitation, the risks described under the caption "Risk Factors" in the Company's Annual Report on Form 10-K dated February 27, 2017, as amended, a copy of which is attached to this Information Statement as *Annex E,* and as may be revised in the Company's future SEC filings. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this Information Statement may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Neither the Company nor Parent undertakes any obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

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THE PARTIES

THE COMPANY

Regal Entertainment Group
101 E. Blount Avenue
Knoxville, Tennessee 37920
(965) 922-1123

The Company operates one of the largest and most geographically diverse theatre circuits in the United States consisting of 7,315 screens in 561 theatres in 43 states, along with Guam, Saipan, American Samoa and the District of Columbia as of September 30, 2017. The Company operates theatres in 48 of the top 50 U.S. designated market areas. The Company develops, acquires and operates multi-screen theatres primarily in mid-sized metropolitan markets and suburban growth areas of larger metropolitan markets throughout the United States.

For more information about the Company, see "*Where You Can Find More Information*" beginning on page 108.

PARENT

Cineworld Group plc
8th Floor, Vantage London
Great West Road, Brentford TW8 9AG, United Kingdom
Registered in England. No: 05212407

Parent is an international cinema operator operating in nine different countries with 232 sites and 2,227 screens as of November 23, 2017. Parent operates in the UK and Ireland under the Cineworld and Picturehouse brands, in six central and eastern European countries under the Cinema City brand and in Israel under the Yes Planet and Rav-Chen brands. Parent's cinemas offer up to six different movie viewing formats of regular screens, IMAX, 4DX, 3D, Superscreen and VIP auditoriums. Parent continues to expand its IMAX and 4DX formats across a selection of its sites and, as of November 23, 2017, operates 35 IMAX screens and 34 4DX screens.

US HOLDCO

Crown Intermediate Holdco, Inc.
1209 Orange Street
Wilmington, County of New Castle
Delaware, USA 19801

US Holdco was formed by Parent on November 30, 2017 for the purpose of consummating the merger, the financing and the other transactions contemplated by the merger agreement. US Holdco is an indirect wholly owned subsidiary of Parent and has not engaged in any business except for activities incidental to its formation and as contemplated by the merger agreement and the related financing transactions.

MERGER SUB

Crown Merger Sub, Inc.
1209 Orange Street
Wilmington, County of New Castle
Delaware, USA 19801

Merger Sub was formed by Parent on November 30, 2017 solely for the purpose of consummating the merger, the financing and the other transactions contemplated by the merger agreement. Merger Sub is a wholly owned subsidiary of US Holdco and has not engaged in any business except for activities incidental to its formation and as contemplated by the merger agreement and the related financing transactions. Upon the consummation of the merger, Merger Sub will cease to exist and the Company will continue as the surviving corporation.

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THE MERGER

This discussion of the merger is qualified in its entirety by reference to the merger agreement, which is attached to this Information Statement as Annex A. You should read the entire merger agreement carefully as it is the legal document that governs the merger.

The merger agreement provides that Merger Sub will merge with and into the Company. The Company will be the surviving corporation in the merger and will continue to do business following the merger. As a result of the merger, the Company will cease to be a publicly traded company. You will not own any shares of the capital stock of the surviving corporation.

Overview of the Merger

The Company, Parent, US Holdco and Merger Sub entered into the merger agreement on December 5, 2017. Under the terms of the merger agreement, Merger Sub will be merged with and into the Company, with the Company surviving the merger as an indirect wholly owned subsidiary of Parent. In connection with the merger, each share of Company common stock issued and outstanding immediately prior to the effective time of the merger (other than shares of Company common stock that are held in the treasury of the Company and any shares of Company common stock owned by the Company, any subsidiary of the Company, Parent, US Holdco, Merger Sub or any other subsidiary of Parent, which we refer to as excluded shares, and shares with respect to which appraisal rights have been properly exercised, which we refer to as dissenting shares, in accordance with the DGCL, and with respect to which such holder has not effectively withdrawn, failed to perfect or otherwise lost such holder's appraisal rights under the DGCL) will be automatically converted into the right to receive the merger consideration, without interest and subject to deduction for any required withholding tax.

Following and as a result of the merger:

- Company stockholders will no longer have any interest in, and will no longer be stockholders of, the Company, and will not participate in any of the Company's future earnings or growth;
- shares of Company common stock will no longer be listed on the New York Stock Exchange, and price quotations with respect to shares of Company common stock in the public market will no longer be available; and
- the registration of shares of Company common stock under the Exchange Act will be terminated and the Company will no longer be required to file periodic and other reports with the SEC with respect to the shares of Class A common stock.

Directors and Officers of the Surviving Corporation

The directors of Merger Sub immediately prior to the effective time of the merger will be the initial directors of the surviving corporation. The officers of the Company immediately prior to the effective time of the merger will be the initial officers of the surviving corporation.

Background of the Merger

The Board and senior management regularly review and assess the Company's business, operations and financial performance relative to the Company's business strategy, including its capital allocation strategy and potential opportunities to maximize stockholder value through acquisitions, business combinations and other strategic and financial transactions.

The Board and senior management also regularly review and assess industry trends and market conditions. In recent years, the Board and senior management have considered a variety of industry trends, including trends relating to industry consolidation, in-theatre dining, increased investment by theatre exhibitors in areas such as remodeling of theatres, new in-theatre technologies, luxury recliners,

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expanded concession offerings and film release windows. In addition, the Board and senior management have considered risks to the business posed by new technologies that could disrupt the existing film distribution model (such as digital sell-through and premium video on demand) and risks posed by movie studios decreasing the theatrical release window or bypassing theatrical release altogether, as well as potential limitations on the Company's ability to generate long term incremental value through operational improvements, investments in new technologies and customer amenities.

On October 27, 2014, the Company announced that the Board had authorized the Company to explore its strategic alternatives to enhance stockholder value, including a potential sale of the Company. The Board retained Morgan Stanley as its financial advisor to advise the Company in that review process.

As part of the strategic alternatives review, the Company considered potential share repurchases, recapitalization transactions and business combinations with potential strategic and financial partners. The Company and Morgan Stanley contacted 71 parties in North America and internationally, including both financial and strategic buyers. Only nine of the parties contacted executed non-disclosure agreements with the Company and none of them submitted indications of interest or offers to acquire the Company. On January 15, 2015, the Company announced that it had concluded its formal strategic alternatives review.

Feedback provided during this process reflected concerns from potential acquirers that the in-theatre film exhibition industry faced the risk of disruption to the existing film distribution model from new technologies and shrinking theatrical release windows. In addition, potential acquirers voiced concern over the premium that would be required over and above what they considered to be a full valuation of the Company and the implied size of any potential transaction. Finally, given the Company's size and historically strong financial performance relative to others in the industry, potential acquirers expressed doubts as to whether there were any obvious areas where strategic or financial partners might generate incremental value through operational improvements.

The Board and the Company's senior management assessed the Company's stand-alone strategic plan and concluded that the Company's business strategy should enable the Company to continue to produce the free cash flow necessary to maintain a prudent allocation of capital, including return of capital in the form of dividend payments, debt service and repayment and investment in the Company's theatre assets.

On August 2, 2016, the Company entered into an underwriting agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Principal Stockholder and certain of its affiliates pursuant to which the Principal Stockholder and certain of its affiliates agreed to sell 13,000,000 shares of our Class A common stock at a price of $21.60 per share. In addition, on November 17, 2016, the Company entered into an underwriting agreement with UBS Securities LLC and the Principal Stockholder and certain of its affiliates pursuant to which the Principal Stockholder and certain of its affiliates agreed to sell an additional 13,000,000 shares of our Class A common stock at a price of $22.95 per share. The Company did not receive any proceeds from the sales of the shares by the Principal Stockholder and certain of its affiliates.

In addition, beginning in 2014 through as recently as August 2017, the Company participated in periodic discussions with a party, which we refer to as Party X, regarding a potential strategic combination. Between April and July of 2016, representatives from the Principal Stockholder, together with Amy Miles, our Chair of the Board and Chief Executive Officer, and senior management of Party X and one of its largest stockholders, who we refer to as Party X Stockholder, held a series of in-person meetings to discuss a potential business combination. Different structures for a potential combination were discussed, including an acquisition of the Company for a combination of stock and cash consideration, as well as a merger of equals transaction involving a share exchange with no control premium payable to stockholders of either company. Party X was unwilling to engage in any acquisition

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that paid a premium to the Company's stockholders. As a result, the parties' discussions focused almost exclusively on a merger of equals transaction. The Company and Party X attempted to reach agreement on a common multiple by which to value both companies in such a transaction. At the parties' last in-person meeting on July 27, 2016, Party X and the Company were unable to agree on the terms by which Party X and the Company would share information sufficient for the Company to perform a preliminary analysis of potential synergies and antitrust risks, which were thought to be significant. Without that information, the Board and senior management did not believe they had adequate information to agree on a common multiple for use in valuing both companies, and discussions with Party X ended.

On July 18, 2017, at Parent's request, a meeting was held in Denver, Colorado between Israel Greidinger, Parent's Deputy Chief Executive Officer, and representatives of the Principal Stockholder, Scott Carpenter and Craig Slater. At the meeting, Messrs. Greidinger, Carpenter and Slater discussed whether the Principal Stockholder would consider selling its shares of Company common stock or supporting a strategic combination with the Company. Mr. Greidinger did not propose, and the parties did not discuss, valuation matters or any specific price for such potential transactions. Following the meeting, the Principal Stockholder communicated to representatives of Mr. Greidinger that there was nothing presented that warranted further discussion.

In early August 2017, Party X Stockholder initiated a meeting with the Principal Stockholder. On August 3, 2017, representatives of the Principal Stockholder contacted Amy Miles to advise her that Party X Stockholder had initiated contact with them, and that Ms. Miles should expect further contact from Party X. Discussions resumed between the Company and Party X regarding a potential merger of equals transaction, but ended on August 23, 2017 after the Company and Party X were once again unable to agree on terms by which Party X and the Company would share information to help the Company evaluate potential synergies and antitrust risks.

On or about August 30, 2017, Israel Greidinger and a representative from HSBC Bank plc, which we refer to as HSBC, spoke with Scott Carpenter and asked whether the Principal Stockholder would support a proposed all-cash acquisition of the Company for a price of $20.50 per share, financed in part by equity proceeds from a rights issue by Parent to its existing stockholders. Mr. Carpenter indicated he would discuss the matter, including proposed price, internally with the Principal Stockholder and asked to review examples of underwriting agreements in order to better understand historical precedents for similarly sized rights offerings.

On September 12, 2017, Mr. Carpenter spoke with Amy Miles to notify her of the conversations between him and Mr. Greidinger.

On September 18, 2017, Scott Carpenter, Cy Harvey and Steve Cohen, as representatives of the Principal Stockholder, spoke by phone with Israel Greidinger and representatives of Barclays Bank PLC, which we refer to as Barclays, and HSBC, and once again discussed Parent's proposed rights issue and a proposed timeline and process for a transaction. Mr. Greidinger discussed their $20.50 per share offer, and the representatives from HSBC and Barclays expressed their commitment to finance a transaction at that value. Messrs. Carpenter, Harvey and Cohen indicated that the Principal Stockholder would evaluate their materials, but that it would not support a transaction at the proposed $20.50 per share price.

On September 27, 2017, Amy Miles was contacted by representatives from the Principal Stockholder and advised to expect a call from either Mr. Greidinger, Parent's Chief Executive Officer, or Israel Greidinger. That same day, Moshe Greidinger contacted Ms. Miles, to ask whether the Company would be interested in engaging in discussions with Parent regarding a potential acquisition of the Company by Parent. Ms. Miles agreed to a meeting of representatives of both companies and notified Thomas D. Bell, Jr., the Company's Lead Director, of the inquiry and proposed meeting.

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Ms. Miles also contacted a representative of Morgan Stanley regarding the inbound inquiry received from Parent.

On October 4, 2017, the Company executed a confidentiality agreement with Parent, and Ms. Miles, David Ownby (the Company's Executive Vice President, Chief Financial Officer, and Treasurer), Peter Brandow (the Company's Executive Vice President, General Counsel, and Secretary), Mr. Bell and representatives from Morgan Stanley met with Moshe Greidinger, Israel Greidinger, and representatives from HSBC and Barclays to discuss a potential transaction. Messrs. Greidinger proposed a transaction in which Parent would acquire the Company for an all-cash purchase price of $20.50 per share of the Company's common stock. The $20.50 per share price represented a premium of approximately 20.7% to the $16.99 closing price per share of the Company's Class A common stock on October 3, 2017 (the trading day preceding the proposal) and a premium of approximately 32.7% to the volume weighted average price of the Company's Class A common stock over the 30 days ended October 3, 2017. At the conclusion of the meeting, Ms. Miles and Mr. Bell notified Parent that the Company would not be interested in pursuing a transaction at this price, but agreed to schedule an additional meeting between senior management of both companies to allow Parent to perform additional due diligence on the Company to determine whether it could improve its valuation. That same day, after meetings with the Company concluded, Israel Greidinger contacted the Principal Stockholder, who declined to talk about terms of a potential transaction and indicated to Mr. Greidinger that any further discussions regarding the terms of a potential transaction would need to be conducted between the Company and Parent.

On October 10, 2017, representatives of Morgan Stanley provided senior management with preliminary views on valuation, including a review of the trading history of the Company's Class A common stock and certain of the Company's peers, as well as various valuation methodologies utilizing both analysts' estimates and historical and projected financial data provided by senior management.

On October 11 and 12, 2017, Ms. Miles, David Ownby, Peter Brandow and Greg Dunn (the Company's President and Chief Operating Officer), as well as representatives of Morgan Stanley, met with Moshe Greidinger, Israel Greidinger, Renana Teperberg (Parent's Chief Commercial Officer) and representatives from HSBC and Barclays to provide them additional financial information on the Company, including the Company's progress to date on its strategic plan.

On October 15, 2017, the Company received a revised proposal from Parent to acquire the Company for an all-cash purchase price of $21.00 per share of the Company's common stock. The offer was accompanied by "highly confident" letters from Barclays and HSBC, each of which indicated that they expected to be able to provide all of the debt financing and underwrite all of the equity financing needed to complete the transaction. The proposal was conditioned upon Parent's satisfaction of customary confirmatory due diligence, the execution by each of the parties of a definitive merger agreement, the execution by the Principal Stockholder of a voting and support agreement to vote its shares in favor of the transaction, approval by the Parent's stockholders of the transaction and the rights offering to be conducted by the Parent to partially finance the transaction, approval of the transaction by the Company's stockholders and customary regulatory approvals. The $21.00 per share price represented a premium of approximately 29.8% to the $16.18 closing price per share of the Company's Class A common stock on October 13, 2017 (the trading day preceding the date of the revised proposal) and a premium of approximately 31.9% to the volume weighted average price of the Company's Class A common stock over the 30 days ended October 13, 2017.

The Board convened a special meeting on October 19, 2017, joined by members of the Company's senior management. Representatives from each of Wilmer Cutler Pickering Hale and Dorr LLP, the Company's outside legal counsel, which we refer to as WilmerHale, and Morgan Stanley, were also present at the meeting. At the meeting, a representative of WilmerHale reviewed with the Board its fiduciary duties applicable to its consideration of Parent's proposal. The Board also approved senior

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management's formal engagement of Morgan Stanley to serve as the Company's financial advisor on the basis of, among other things, their experience, qualifications and reputation in providing strategic and financial advisory services, their familiarity with the Company and its industry, and their experienced in working with the Company during the 2014 strategic alternatives review process. The Board reviewed the terms of the revised proposal and the financing, and Parent's proposed timeline. Morgan Stanley presented a review of precedent rights offerings in the U.K., including in the context of acquisitions, and noted the limited number of examples in the United Kingdom of a rights offering of the size contemplated by the proposed transaction (as compared to the issuer's market capitalization) and offered its views on the risk tolerance the equity markets in the U.K. would bear for a debt financing in the amount needed to complete the transaction. The Board also considered Parent's recent financial performance and considered the likelihood that Parent could obtain the financing it required to complete a transaction. The Board also reviewed with Morgan Stanley the historic performance of the Company's Class A common stock and certain of the Company's peers, as well as the box office outlook for 2017 and 2018. The Board discussed with Morgan Stanley various valuation methodologies utilizing both analysts estimates and historical and projected financial data provided by senior management, which we refer to as the Management Forecasts. Morgan Stanley also discussed with the Board the recent trend of declining trading multiples in the sector and the risks associated with waiting for those multiples to return to historic levels. Following further discussion, the Board determined that Parent's proposal undervalued the Company and instructed management to reject Parent's most recent proposal. On October 19, 2017, as directed by the Board, Amy Miles and Tom Bell notified Parent that the Company's Board was rejecting Parent's revised offer. Ms. Miles and Mr. Bell did not invite a revised offer from Parent or suggest to Parent a price at which the Company would consider a potential transaction.

On October 25, 2017, the Company received another revised proposal from Parent, this time for $22.50 per share, together with updated "highly confident" letters from Barclays and HSBC, each stating their expected ability to provide all the debt financing and underwrite all the equity financing needed to complete the transaction at the revised price. The revised proposal was subject to the same terms and conditions detailed in Parent's October 15, 2017 proposal. The revised price represented a premium of approximately 37.6% to the $16.35 closing price per share of the Company's Class A common stock on October 24, 2017 (the trading day preceding the Parent's second revised proposal) and a premium of approximately 39.2% to the volume weighted average price of the Company's Class A common stock over the 30 days ended October 24, 2017.

The Board convened a special meeting on October 27, 2017 to review and consider the updated proposal. Members of the Company's senior management, as well as representatives of WilmerHale and Morgan Stanley, were also present at the meeting. A representative from WilmerHale provided an updated review of the Board's fiduciary duties. The Board reviewed and discussed the prospects of continuing as an independent company in light of the business, operations, management, financial condition, earnings and prospects of, and the risks and challenges facing, the Company and the sector. The Board also discussed with Morgan Stanley whether any other potential strategic or financial buyers would likely be interested in, and financially capable of, consummating a business combination with the Company. Following discussion, the Board determined that it was unlikely that another potential strategic or financial buyer would be able or willing to pursue a transaction with the Company at the price levels under discussion. In addition, the Board discussed the risks of antitrust review of a potential transaction with Parent, and preliminarily concluded that the risks of antitrust review were likely to be significantly less in a transaction with Parent than in a transaction with a strategic partner with a significant U.S. domestic presence. The Board also discussed the stock market's response to the Company's third quarter earnings, which were released on October 24, 2017. Notwithstanding the fact that the Company reported better than expected results for the third quarter, the trading price of the Company's Class A common stock remained relatively the same as the trading price before the Company's third quarter earnings release on account of weak performance across the sector. The

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Board also once again discussed the decline in valuations during 2017 for the Company and other companies in the sector and discussed the uncertainty as to whether that trend would reverse, or whether there had been a more fundamental reassessment of the multiples at which the Company and its U.S. peers should trade. Mr. Bell also confirmed that based on his discussions with representatives from the Principal Stockholder, the discussions with Parent were nearing levels that the Principal Stockholder would support.

Morgan Stanley reviewed its previous financial presentations to the Company, and in particular its discounted equity value analysis (based both on analyst forecasts and the Management Forecasts) and the impact that variances in attendance relative to the Management Forecasts could have on the future trading price of the Company's Class A common stock. The Board discussed the uncertainties in the Management Forecast associated with predicting attendance, which can fluctuate significantly from year to year due to factors outside of the Company's control. The Board also discussed with Morgan Stanley the impact of the overhang on the value of the Company's Class A common stock due to market expectations that the Principal Stockholder would continue to sell its shares of the Company's common stock at prices commensurate with the underwritten secondary offerings in 2016, and the risks associated with predicting whether exit multiples for film exhibitors would improve. Following discussion, and based on the Board's opinion of the financial analyses provided by Morgan Stanley, the Board decided that pursuing a transaction with Parent would produce the best value available for the Company and instructed Amy Miles to contact Messrs. Greidinger to request that they increase Parent's proposal to a $23.50 per share purchase price. Consistent with prior discussions, the Board reaffirmed its view that it was unlikely that another potential strategic or financial buyer would be able or willing to pursue a transaction with the Company at the price level under discussion, and Morgan Stanley agreed based on its knowledge of and experience with the potential buyers in this market. The Board discussed whether to solicit interest in a potential business combination from the limited number of potential buyers at that time, but decided that doing so could risk public disclosure that might cause irreparable harm to the Company. However, as a precaution to ensure that the Company had the opportunity to solicit competing proposals, the Board concluded that if negotiations continued with Parent, the Company should seek a post-signing "go-shop" period in which the Company would have the opportunity to actively solicit competing offers from potential strategic and financial buyers. Following the meeting, Ms. Miles and Mr. Bell contacted Messrs. Greidinger by telephone and stated that before the Company would be willing to proceed with negotiations, Parent would need to increase its offer to $23.50 per share.

On November 1, 2017, Parent responded with what it described as a "final" proposal of $23.00 per share, payable entirely in cash. HSBC and Barclays again provided "highly confident" letters reaffirming their ability to arrange and underwrite the required debt and equity financing at the revised price. The $23.00 price represented a premium of approximately 40.7% to the $16.35 closing price per share of the Company's Class A common stock on October 31, 2017 (the trading day preceding the revised offer) and a premium of approximately 40.7% to the volume weighted average price of the Company's Class A common stock over the 30 days ended October 31, 2017.

On November 2, 2017 the Board convened a special meeting to review Parent's revised proposal. The Board reviewed its discussion from the October 27, 2017 meeting. The Board reviewed its prior deliberations, the risks and uncertainties facing the Company's stockholders associated with possible strategic alternatives to the merger (including scenarios involving the possibility of remaining independent), the timing and likelihood of accomplishing a transaction with Parent on the proposed timeline, the premium reflected by Parent's proposal and the risks associated with waiting for the trading price of the Class A common stock to reach and sustain the proposed per share merger consideration of $23.00. A representative from WilmerHale once again provided a review of the Board's fiduciary duties, and the Board acknowledged that Parent's revised proposal was sufficient for the Board to authorize management to commence merger discussions with Parent. After further

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discussion, Mr. Bell confirmed, based on prior discussions with the Principal Stockholder, that the Principal Stockholder would enter into an acceptable voting and support agreement to support a transaction at that value. Accordingly, the Board directed senior management, Morgan Stanley and WilmerHale to commence negotiations with Parent and its representatives. Further, the Board requested that senior management, Morgan Stanley and WilmerHale report back to the Board on the material terms of a possible merger agreement with Parent and the terms and certainty of Parent's debt and equity financing by the time of the Board's next regularly scheduled meeting on November 8, 2017. On November 3, 2017, Amy Miles responded in writing to Parent, indicating that the Company was prepared to commence negotiations at a price of $23.00 per share, provided that, among other conditions, definitive documentation would be on terms customary for the acquisition of a U.S. publicly traded company, the Company had to be satisfied with Parent's certainty of financing, there would be no exclusivity obligation restricting the Company's ability to solicit competing bids during any period of negotiation, Parent would conduct only confirmatory due diligence, and Global City Holdings N.V., which we refer to as GCH, Parent's largest stockholder, would agree to vote its 28% stake in favor of the merger agreement and Parent's rights offering, and commit to fully subscribe for its pro rata share of the rights offering.

On November 6, 2017, Mr. Brandow and Mr. Ownby, joined by representatives from Morgan Stanley, WilmerHale, and the Company's U.K. counsel, Macfarlanes, met in New York with Parent's senior management, HSBC and Barclays, as well as Parent's outside counsel, Slaughter and May and Skadden, Arps, Slate, Meager & Flom LLP, which we refer to as Skadden Arps, to discuss proposed deal terms, the anticipated timing and structure of a transaction, the certainty, terms and timing of Parent's debt and equity financing, and the legal and accounting due diligence required for the financing and negotiation of a definitive merger agreement.

On November 8, 2017, at the Board's regular meeting, senior management and representatives from Morgan Stanley and WilmerHale updated the Board on the outcome of the November 6, 2017 meetings, including the material terms discussed with Parent for a potential merger agreement and Parent's required financing documents. Among other factors and items discussed by the Board relating to the potential transaction, the Board discussed the risks associated with Parent's financing and its obtaining the necessary stockholder votes required to approve the contemplated transaction. The Board also discussed the anticipated timing of a potential transaction, reviewed a list of other potential buyers, and reaffirmed its prior conclusion that, based on its knowledge of the industry and potential buyers, it was unlikely that another potential strategic or financial buyer would be able or willing to pursue a transaction with the Company at the price under discussion, and that further outreach prior to signing could risk public disclosure that might cause irreparable harm to the Company. However, the Board restated its desire that management insist on a "go-shop" period in a definitive merger agreement with Parent so that the Company would have the opportunity to actively solicit competing offers from potential strategic and financial buyers. Morgan Stanley once again reviewed the Management Forecasts with the Board as compared to analyst expectations. The Board also reviewed once more with Morgan Stanley a discounted cash flow analysis of the Company based on both analysts forecasts and Management Forecasts. Following discussion, the Board authorized the Company's senior management to continue discussions and negotiations with Parent regarding the terms of a merger agreement and directed senior management and WilmerHale to prepare a form of merger agreement on terms acceptable to the Company and provide that draft to Parent and its legal and financial advisors.

On November 13, 2017, Skadden Arps delivered a draft merger agreement from Parent to the Company while the Company's legal and financial advisors were preparing a different draft on behalf of the Company. Among other terms reflected, Parent's proposed form of merger agreement required that, immediately following the execution and delivery of the Agreement, the Principal Stockholder would deliver a written stockholder consent sufficient to approve the merger, and contained a 35 day

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"window-shop" period, pursuant to which the Company would not be permitted to solicit competing acquisition proposals, but could engage in negotiations with persons making unsolicited bids for the Company, and subject to certain requirements, the Company would have the right to terminate the agreement in order to accept a superior proposal. Parent's draft also provided that a successful competing bidder who made a qualifying superior proposal during the "window-shop" period and who subsequently entered into a definitive agreement with respect to such proposal, would bear a termination fee equal to 3% of the Company's equity value. In addition, the draft provided that if the merger agreement was terminated because the requisite vote of Parent's stockholders was not obtained or because, prior to the vote of Parent's stockholders, Parent's board changed its recommendation to Parent's stockholders in certain circumstances permitted by the merger agreement, Parent would owe the Company a reverse termination fee of an amount equal to 1% of Parent's market cap (the maximum permitted for a U.K. publicly listed company without separate Parent stockholder approval).

On November 14, 2017, WilmerHale provided Parent and its legal and financial advisors with a different form of merger agreement, which the Company was prepared to work from as a basis for continued negotiations. Among other terms reflected, the Company's draft preserved the Company's rights to continue paying its regular quarterly dividends, reflected a 60-day post-signing "go-shop" during which the Company could solicit competing acquisition proposals, and provided that the Company would not seek stockholder approval through a stockholder written consent but rather would convene a special meeting of the Company's stockholders to consider and approve the merger only after Parent's stockholders approved the merger and rights issue. The Company's draft required a commitment from GCH to vote its 28% stake in favor of the merger agreement and the rights issue, and a commitment to fully subscribe for its pro rata share of the rights issue. The Company's draft provided that the termination fee payable by the Company under certain circumstances (including under circumstances in connection with the Company's entry into, and consummation of, an agreement with respect to a superior proposal) would be 2% of the Company's equity value, except that such fee would be lowered to 1% of the Company's equity value if the termination related to an acquisition proposal initially submitted during the "go-shop" period. The Company's draft further provided that, in the event of a termination due to a change in recommendation by the Parent Board, the failure of Parent's stockholders to approve the merger or rights issue, or a failure of Parent's financing, Parent would be required to pay the Company a termination fee equal to 1% of Parent's market capitalization plus an additional termination fee from GCH equal to 5% of the Company's equity value.

During the remainder of November through December 4, 2017, the parties engaged in negotiations regarding the terms of the merger agreement, including provisions regarding the Company's ability to continue paying its regular quarterly dividends, provisions requiring the execution and delivery of a written consent by the Principal Stockholder prior to Parent's stockholder meeting (to be effective immediately following receipt of the Parent stockholder approval and subject to certain other conditions) in order to allow Parent to obtain its debt and equity financing on an agreed-upon timeline, the Company's go-shop period, which will terminate on January 22, 2018, the parties' respective termination rights, including the Company's termination rights in the event Parent fails to obtain debt and equity financing or a change by the Parent Board of their recommendation of the merger, and the termination and reverse termination fees payable by the Company and Parent under various circumstances. The parties also negotiated the terms of Parent's financing commitments that would be secured at the time the merger agreement was executed (including the length of and conditions to the underwriting commitment with respect to the rights issue), and voting and support agreements with the Principal Stockholder and GCH, including provisions requiring GCH to fully subscribe for its pro rata share of the rights offering, provide financing commitments to support such subscription obligation and to pay the Company a reverse termination fee in varying amounts under specified circumstances, in addition to any fee payable by Parent. These negotiations included multiple exchanges of drafts of the merger agreements and meetings attended by representatives of the Company, Parent, Morgan Stanley,

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WilmerHale, Macfarlanes, Barclays, HSBC, Skadden Arps and Slaughter and May in New York on November 20, 21, 29 and 30, 2017.

On November 28, 2017, multiple news outlets in the United States and the United Kingdom published reports stating that the Company and Parent were in discussions for Parent to acquire the Company for $23.00 per share. In response to these rumors, both the Company and Parent issued statements confirming the parties were in discussions for a possible all-cash acquisition of the Company at a price of $23.00 per share. Following these reports, the parties continued to negotiate the terms of the merger agreement, Parent's financing commitments and voting and support agreements with the Principal Stockholder and GCH. After these reports surfaced and were confirmed by the Company and Parent, neither the Company nor Morgan Stanley received any inquiries from other potential buyers expressing an interest in exploring an acquisition of the Company. On November 27, 2017, the last trading day prior to publication of these reports and confirmations by the Company and Parent, the closing price per share of the Company's Class A common stock was $18.25.

Between December 1, 2017 and December 4, 2017, the Company and Parent, along with their representatives, continued negotiations over the terms of the merger agreement and financing commitments to address, among other matters, certainty of financing, termination rights for both the Company and Parent, reverse termination fees payable by Parent and GCH in the event Parent failed to obtain debt and equity financing, the timeline for Parent to hold its stockholder meeting to approve the merger and rights issue and the termination fee payable by the Company in the event the Company terminated the merger agreement for a superior proposal that arose from an acquisition proposal submitted during and after the go-shop period.

Over this same period, Scott Carpenter and Cy Harvey, as representatives of the Principal Stockholder, as well as counsel to the Principal Stockholder, negotiated with Parent the terms and conditions of the voting and support agreement requested from the Principal Stockholder by Parent and generally took positions in support of the Company on the matters described in the previous paragraph.

On December 4, 2017, the Board held a special meeting to review and consider approving the merger agreement. Members of the Company's senior management and representatives of Morgan Stanley and WilmerHale were present at the meeting. A representative of WilmerHale reviewed the principal terms of the definitive merger agreement between Parent and the Company and the debt commitment letter and equity underwriting agreement to be furnished by Parent. WilmerHale also reviewed a forum selection bylaw amendment to be proposed for adoption by the Board upon the signing of the definitive merger agreement. In considering the bylaw amendment, the Board considered the fact that Delaware has specialized business-oriented courts with sophisticated judges that are experienced in applying the state's corporate law, that an exclusive forum provision can help to prevent duplicative and wasteful multi-forum litigation arising in connection with the potential merger, which might result in unnecessary expense that could ultimately be borne by the Company's stockholders, and that forum selection bylaws are routinely adopted by boards of directors under similar circumstances. Representatives of Morgan Stanley reviewed their financial analyses of the $23.00 per share in cash to be paid by Parent to the holders of Class A and Class B common stock of the Company pursuant to the merger agreement. Morgan Stanley then orally rendered its opinion to the Board, subsequently confirmed by delivery of a written opinion dated December 5, 2017, to the effect that, as of the date of such opinion and based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth in its written opinion, the $23.00 per share in cash merger consideration to be received by the holders of shares of the Class A and Class B common stock pursuant to the merger agreement was fair, from a financial point of view to such holders. (See "*The Merger Opinion of Morgan Stanley & Co. LLC*"). After discussion, the Board unanimously voted to approve the merger agreement and the transactions contemplated thereby, including the merger, to submit the merger agreement to

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the Company's stockholders for their adoption, to recommend adoption of the merger agreement by such Company stockholders and to adopt the forum selection bylaw amendment.

Early the following morning, on December 5, 2017, the Company and Parent each executed the merger agreement and issued a press release announcing the transaction. Concurrently, Parent executed and delivered the debt commitment letters and underwriting agreement for the debt and equity financing for the merger, and the Principal Stockholder and GCH executed and delivered their voting and support agreements.

Required Approval of the Merger; Record Date; Action by Stockholder Consent

Under the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as amended, any action required or permitted to be taken at a special stockholders' meeting may be taken without a meeting, without prior notice and without a vote, if (i) the outstanding shares of the Class B common stock represents greater than 50% of the combined voting power of the outstanding shares of the Company common stock, and (ii) the action is taken by persons who would be entitled to vote at a meeting and who hold shares having voting power equal to not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted. Under Delaware law and the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as amended, the adoption of the merger agreement by the Company's stockholders required the affirmative vote or written consent of the stockholders holding a majority of the combined voting power of the outstanding shares of Company common stock entitled to vote on such matter, voting together as a single class. Holders of Class A common stock are entitled to cast one (1) vote in person or by proxy for each share of Class A common stock held. Holders of Class B common stock are entitled to cast ten (10) votes in person or by proxy for each share of Class B common stock held.

As of the record date, there were (i) 133,307,114 shares of Class A common stock outstanding and entitled to vote, held by 231 stockholders of record and (ii) 23,708,639 shares of Class B common stock outstanding and entitled to vote, held by one stockholder of record. As of the record date, the Class B common stock represented 64% of the combined voting power of the outstanding shares of Company common stock.

On , 2018, the Principal Stockholder delivered to the Company the written consent, adopting the merger agreement. As of the record date, the Principal Stockholder held shares of Company common stock representing approximately 67% of the combined voting power of all outstanding shares of Company common stock. The written consent was effective immediately following the satisfaction of all of the following conditions: (i) the go-shop period, which is the period beginning December 5, 2017 and expiring at midnight (New York time) on January 22, 2018, has expired; (ii) the Parent's stockholders have approved the merger and the rights issue; (iii) the Company has received a certificate from the Parent's financing sources reaffirming their financing commitments; (iv) the Board has not withheld, withdrawn or modified its recommendation regarding the merger; and (v) the voting and support agreement executed by the Principal Stockholder and Parent in connection with the execution of the merger agreement has not been terminated. As of , 2018, all conditions to the effectiveness of the written consent were satisfied. Accordingly, the adoption of the merger agreement by the Company's stockholders was effected in accordance with Section 228 and Section 251 of the DGCL on , 2018. No further approval of the stockholders of the Company is required to adopt the merger agreement. As a result, the Company has not solicited and will not be soliciting your vote for the adoption of the merger agreement and does not intend to call a meeting of stockholders for purposes of voting on the adoption of the merger agreement. If the merger agreement is terminated in accordance with its terms, the written consent will be of no further force and effect.

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Federal securities laws state that the merger may not be consummated until 20 days after the date of mailing of this Information Statement to the Company's stockholders. Therefore, notwithstanding the execution and delivery of the written consent, the merger will not occur until that time has elapsed. We currently expect the merger to be consummated during the first quarter of 2018, subject to certain government regulatory reviews and approvals and the satisfaction of the other conditions to closing in the merger agreement. However, there can be no assurance that the merger will be consummated on or prior to that time, or at all.

Recommendation of the Board

At the special meeting of the Board on December 4, 2017, after careful consideration, including detailed discussions with the Company's management and its legal and financial advisors, the Board, by a unanimous vote of all directors:

determined and declared that it was in the best interests of the Company and the stockholders of the Company that the Company enter into the merger agreement and consummate the merger and the other transactions contemplated by the merger agreement on the terms and subject to the conditions set forth therein;

approved and declared the advisability of the merger agreement, the merger and the other transactions contemplated by the merger agreement;

declared that the terms of the merger were fair to the Company and the Company's stockholders; and

directed that the merger agreement be submitted to Company stockholders for their adoption, subject to certain provisions of the merger agreement described below "*The Merger Agreement Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*" and recommended adoption of the merger agreement by such Company stockholders.

Reasons for the Merger

Before making its recommendation, the Board consulted with its outside legal and financial advisors and with the Company's senior management. In reaching its recommendation, the Board considered the following material factors that it believes support its decision to enter into the merger agreement and consummate the merger (which factors are not necessarily presented in order of relative importance):

Merger Consideration; Premium to the Trading Price of Class A Common Stock. The Board considered the fact that the merger consideration represented a:

26.0% premium to the trading price at which the Class A common stock closed on November 27, 2017, the last trading day prior to the publication of media reports regarding a possible acquisition of the Company by Parent;

43.2% premium to the volume weighted average price of the Class A common stock during the 30 days prior to the publication of media reports regarding a possible acquisition of the Company by Parent; and

42.5% premium to the volume weighted average price of the Class A common stock during the 90 days prior to the publication of media reports regarding a possible acquisition of the Company by Parent.

Strategic Alternatives. The Board considered the potential benefits of other potential strategic transactions, potential business combination transactions with alternative acquirers, and continuing as an independent company.

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The Board considered the potential values, benefits, risks and uncertainties facing the Company's stockholders associated with possible strategic alternatives to the merger (including possible alternative business combinations and scenarios involving the possibility of remaining independent), and the timing and likelihood of accomplishing such alternatives, taking into account the fact that the Company solicited acquisition proposals during the course of the late 2014 and early 2015, and received none, and had also engaged in periodic discussions regarding a potential business combination over the course of the thirty months preceding the commencement of negotiations with respect to the merger agreement with Parent.

The Board also considered the fact that the Company had not been contacted regarding any alternative acquisition proposals, despite the November 28, 2017 news reports, subsequently confirmed by the Company and Parent, that the Company was in discussions for a sale at $23.00 per share.

The Board also considered the risk that prolonging the sale process further could have resulted in the loss of an opportunity to consummate a transaction with Parent and distracted senior management from implementing the Company's business plan.

The Board also considered its alternatives in light of the prospects of continuing as an independent company, including the business, operations, management, financial condition, earnings and prospects of, and the risks and challenges facing, the Company, including the risk of disruption in the existing film distribution model, the risks and uncertainties inherent in achieving the projected attendance figures over the period reflected in the Management Forecasts, and the risk that exit multiples in the U.S. film exhibition industry might continue to decline over time rather than return to historic levels as a result of the changing industry landscape.

The Board also considered that, if the Company did not enter into the merger agreement with Parent, it could take a considerable period of time before the trading price of the Class A common stock would reach and sustain the per share merger consideration of $23.00, as adjusted for present value. In this regard, the Board considered the price fluctuations that occurred in the Company's Class A common stock throughout 2017 that were driven by the actual box office performance of various theatrical releases relative to industry expectations. Likewise, the Board considered the potential adverse impact that may occur to the trading price of the Company's Class A common stock should the actual box office performance of the projected strong film slate of upcoming releases in the fourth quarter of 2017 and in 2018 underperform relative to industry estimates. In addition, the Board considered the risk of a market perception that the Principal Stockholder would continue to sell its shares of common stock if the trading price of the Class A common stock reached that level again, which could further erode the likelihood of reaching and sustaining a $23.00 price level.

Based on the value, risk allocation, timing and other terms and conditions negotiated with Parent, the Board ultimately determined that the acquisition by Parent is more favorable to the Company's stockholders than any other strategic alternative reasonably available to the Company, including continuing as an independent company.

Go-Shop Period; Change in Recommendation. The Board considered the fact that the merger agreement contains "go-shop" provisions, which permit the Company to actively solicit competing acquisition proposals until January 22, 2018, and, subject to certain requirements, to continue discussions and negotiations with parties who submit an acquisition proposal during the go-shop period. In addition, the Board considered that after the "go-shop" period and prior to receipt of the Company stockholder approval, the Board can, in response to a superior proposal,

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either effect a Company Board recommendation change or cause the Company to terminate the merger agreement to enter into a definitive agreement with respect to that superior proposal.

Cash Consideration; Certainty of Value. The Board considered the fact that the form of consideration payable to the Company's stockholders will be all cash, which will provide the Company's stockholders with certainty of value and immediate liquidity, while eliminating the market and long-term business risks related to the Company's future growth prospects.

Continuation of Dividend. The Board considered the fact that the merger agreement permits the Company to continue its practice of paying a quarterly dividend in a manner consistent with historic levels and payment schedule.

Likelihood of Closing the Merger. The Board considered the likelihood that the merger will be consummated, particularly in view of the terms of the merger agreement and the closing conditions. In that regard, the Board noted:

- the fact that Parent had obtained committed debt and equity financing for the transaction, the limited number and nature of the conditions to the debt and equity financing, the reputation of the financing sources and the obligation of Parent to use its reasonable best efforts to obtain the financing, each of which, in the reasonable judgment of the Board, increases the likelihood of such financings being completed;

- that the merger is not subject to any financing condition (although the funding of the equity financing and debt financing is subject to the satisfaction of the conditions set forth in the underwriting agreement and commitment letter, respectively, under which the financing will be provided);

- the limited number and specific scope of the conditions to Parent's obligation to consummate the merger and the fact that the definition of "material adverse effect" in the merger agreement contains broad carveouts that make it less likely that adverse changes in the Company's business between announcement and closing of the merger will provide a basis for Parent to refuse to consummate the merger;

- the fact that the merger agreement provides that, in the event of a failure of the merger to be consummated under certain circumstances, Parent will pay the Company a $20,150,963 reverse termination fee, without the Company having to establish any damages;

- the fact that the holders of approximately 28.8% of Parent's ordinary shares have signed irrevocable undertakings to vote in favor of the merger and the rights issue, and that GCH, who holds approximately 28% of Parent's ordinary shares, has agreed to accept its full entitlement of new Parent shares under the terms of the rights issue and to pay the Company a termination fee of $4,849,037 under certain circumstances and an additional termination fee of $75,000,000 under certain circumstances relating to the receipt and subsequent consummation of an acquisition proposal for Parent;

- the Company's ability following satisfaction of the closing conditions set forth in the merger agreement to seek specific performance of Parent's obligation to consummate the merger; and

- the relative likelihood of obtaining required regulatory approvals and Parent's obligation to effect remedies to obtain antitrust approvals.

Morgan Stanley's Fairness Opinion and Related Analyses. The Board considered the financial analyses presented by Morgan Stanley, as well as the oral opinion of Morgan Stanley, rendered to the Board on December 4, 2017, which was subsequently confirmed by delivery of a written opinion, that as of the date of such opinion, and based upon and subject to the various

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procedures, factors, assumptions, matters, qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth therein, the merger consideration to be received by the holders of shares of the Company common stock pursuant to the merger agreement was fair from a financial point of view to such holders, as more fully described below under the caption " *Opinion of Morgan Stanley*".

Negotiation Process. The Board considered its belief that, after extensive negotiations, the Company obtained the highest price that Parent was willing to pay for the Company, which was within the range the Board had sought.

Equivalent Consideration for the Class A Common Stock and the Class B Common Stock. The Board considered the fact that all of the holders of Class A common stock and Class B common stock, including the Principal Stockholder, would receive the same per share merger consideration.

Terms of the Merger Agreement. The Board considered the terms and conditions of the merger agreement, including the Board's right, after complying with the terms of the merger agreement, to terminate the merger agreement in order to enter into an agreement with respect to a superior proposal (as more fully described under the heading "*The Merger Agreement Termination*"), subject to certain match rights in favor of Parent and upon payment of a termination fees to Parent in an aggregate amount of $95,150,963 (which was approximately 2.6% of the equity value of the Company based upon the $23.00 per share merger consideration), which amount is reduced to $36,270,000 (which was approximately 1% of the equity value of the Company based upon the $23.00 per share merger consideration) in the event the superior proposal arose from an acquisition proposal submitted during the go-shop period.

Changes in U.S. Federal Tax Laws: The Board also considered the potential impact of the then proposed changes in the Internal Revenue Code on the business, operations, management, financial condition, earnings and prospects of the Company on a stand-alone basis and concluded that the risks and benefits associated with potential changes in U.S. Federal income tax laws were too uncertain to predict the impact on the Company and the Company common stock.

Appraisal Rights. The Board considered the availability of rights under the DGCL to all holders of the Class A common stock (other than the Principal Stockholder) who comply with all of the required procedures for perfecting appraisal rights under the DGCL to demand appraisal and receive payment of the fair value of their shares of Class A common stock as determined by the Delaware Court of Chancery. See "*Appraisal Rights*" for more information.

In reaching its determinations and recommendations described above, the Board also considered the following potentially negative factors:

No Participation in the Company's Future Growth or Earnings. The Board considered that, if the merger is consummated, stockholders of the Company will receive the merger consideration in cash and will no longer have the opportunity to participate in any future earnings or growth of the Company or the combined company or benefit from any potential future appreciation in the value of the shares of the Company common stock, including any value that could be achieved if the Company engages in future strategic or other transactions.

Disruption of the Company's Business. The Board considered the effect of the public announcement and pendency of the merger on the Company's operations, stock price, business ventures, employees, distributors, joint venture partners and other business partners and ability to attract key management and other personnel while the merger is pending, as well as the potential adverse effects on the financial results of the Company.

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Non-Solicitation Covenant. The Board considered the fact that the merger agreement precludes the Company from actively soliciting alternative proposals after the go-shop period.

Stockholder Consent. The Board considered that, as a condition to entering into the merger agreement, Parent required that the merger agreement include a provision permitting Parent to terminate the merger agreement and receive a termination fee of $20,150,963 if the Principal Stockholder fails to execute and deliver the written consent to the merger immediately prior to the Parent stockholders meeting and that, following effectiveness of the written consent in accordance with its terms, the stockholder approval necessary to consummate the merger would be obtained and the Board would no longer be able to engage in discussions regarding unsolicited alternative transactions or to terminate the merger agreement in connection with an unsolicited transaction that is more favorable to the Company's stockholders.

Termination Fee and Expense Reimbursement. The Board considered the possibility that if the merger is not consummated, subject to certain limited exceptions, the Company will be required to pay its own expenses associated with the merger agreement and the transactions contemplated thereby and, under certain circumstances, to pay Parent a termination fee of $20,150,963, $36,270,000, $75,000,000 or $95,150,963 in connection with the termination of the merger agreement, depending on the circumstances.

Interim Operating Covenants. The Board considered that the merger agreement imposes restrictions on the conduct of the Company's business prior to the consummation of the merger, requiring the Company to use commercially reasonable efforts to conduct its business in the ordinary course of business, and that such restrictions may delay or prevent the Company from undertaking business opportunities.

Risks the Merger May Not Be Completed. The Board considered the possibility that, while the merger is expected to be completed, there are no assurances that all conditions to the parties' obligations to complete the merger will be satisfied or waived and that as a result the merger might not be consummated. The Board considered that a failure to consummate the merger could have adverse effects on the Company's business, the market price for the Class A common stock and the Company's relationships with employees, distributors, joint venture partners and other business partners, including considering that (i) the Company's directors, senior management and other employees will have expended extensive time and effort and will have experienced significant distractions from their work during the pendency of the merger; (ii) the Company may have abandoned or delayed certain projects and business opportunities; (iii) the Company will have incurred significant transaction costs; and (iv) the market's perception of the Company's prospects could be adversely affected.

Risk Associated with Financing. The Board considered risk that the merger might not be consummated in a timely manner or at all, including the risk that the merger will not occur if the committed debt and equity financing, described under the caption "*The Merger Financing of the Merger*", is not obtained, as Parent does not on its own possess sufficient funds to consummate the merger.

Closing Conditions. The Board considered the fact that completion of the merger will require antitrust clearance in the United States and the satisfaction of certain other closing conditions, including that no Company material adverse effect has occurred, which conditions are not entirely within the Company's control and for which there can be no assurances that any or all such conditions will be satisfied.

Risk of Litigation. The Board considered that there is a risk of litigation arising in respect of the merger agreement or the transactions contemplated by the merger agreement.

Tax Treatment. The Board considered that the receipt of the merger consideration will generally be taxable to stockholders of the Company. The Board believed that this was mitigated by the fact that the entire merger consideration would be payable in cash, providing adequate cash for the payment of any taxes due.

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During its consideration of the transaction with Parent, the Board was also aware of and considered the fact that the Company's executive officers and directors have financial interests in the merger that may be different from or in addition to those of other stockholders, as more fully described in "*The Merger Interests of the Company's Directors and Executive Officers in the Merger*".

The foregoing discussion of the factors considered by the Board is not intended to be exhaustive, but rather includes the principal factors considered by the Board. The Board reached the conclusion to approve the merger agreement, the merger and the other transactions contemplated by the merger agreement in light of the various factors described above and other factors that the members of the Board believed were appropriate. The Board did not assign relative weights to the foregoing factors or determine that any factor was of particular importance. Rather, the Board viewed its positions and recommendation as being based on the totality of information presented to and considered by it. In considering the factors discussed above, individual directors may have given different weights to different factors.

Prospective Financial Information

The Company does not, as a matter of course, publicly disclose financial forecasts as to future financial performance, earnings or other results for extended periods due to, among other reasons, the inherent difficulty of accurately predicting financial performance for future periods and the uncertainty of underlying assumptions and estimates. However, in connection with the evaluation of a possible transaction, we provided projections to our directors and our financial advisor. These projections contained certain non-public financial forecasts that were prepared by our management.

A summary of the financial forecasts included in the projections has been included below. This summary is not being included in this document to influence your decision whether to exercise appraisal rights in connection with the merger, but is being included because these financial forecasts were made available to our directors and our financial advisor. The inclusion of this information should not be regarded as an indication that our directors or our financial advisor, or any other person, considered, or now considers, such financial forecasts to be material or to be necessarily predictive of actual future results, and these forecasts should not be relied upon as such. Our management's internal financial forecasts, upon which the summary financial forecasts included below were based, are subjective in many respects. There can be no assurance that these financial forecasts will be realized or that actual results will not be significantly higher or lower than forecasted.

In addition, the financial forecasts were not prepared with a view toward public disclosure or toward complying with generally accepted accounting principles, which we refer to as GAAP, the published guidelines of the SEC regarding projections or the use of non-GAAP financial measures or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither our independent registered public accounting firm, nor any other independent accountants, have audited, compiled, examined or performed any procedures with respect to the financial forecasts contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability.

These financial forecasts were based on numerous variables and assumptions that are inherently uncertain and may be beyond our control. We believe the assumptions that our management used as a basis for this projected financial information were reasonable, and that the bases on which the financial forecasts were prepared reflected the best currently available estimates and judgments of management of the future financial performance of the Company, at the time our management prepared these financial forecasts (October 2, 2017), given the information our management had at the time. Important factors that may affect actual results and cause these financial forecasts not to be achieved include, but are not limited to, risks and uncertainties relating to our business (including our ability to achieve strategic goals, objectives and targets over the applicable periods), industry performance,

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general business and economic conditions, the regulatory environment and other factors described in or referenced under the sections of this Information Statement entitled "*Cautionary Statement Concerning Forward-Looking Information*" and *"Reasons for the Merger"* and those risks and uncertainties detailed in the Company's public periodic filings with the SEC. In particular, the forecasts assume that North American industry attendance levels remain consistent with the recent historical average over the years 2010 through 2016, but we do not consider this to be a prediction of actual box office results in any given year. In practice, industry attendance can fluctuate significantly from year to year due to factors outside of the Company's control, including public interest in available content within a given year. In addition, the forecasts do not take into account any circumstances or events occurring after the date they were prepared and reflect assumptions that are subject to change and do not reflect revised prospects for our business, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated at the time the financial forecasts were prepared. In addition, since the financial forecasts cover multiple years, the information contained therein, and the estimates and assumptions on which they are based, by their nature become even less reliable with each successive year. Accordingly, there can be no assurance that these financial forecasts will be realized or that our future financial results will not materially vary from these financial forecasts.

No one has made or makes any representation to any stockholder regarding the information included in the financial forecasts set forth below. We have made no representation to Parent, US Holdco or Merger Sub in the merger agreement concerning these financial forecasts.

We have not updated and do not intend to update or otherwise revise the financial forecasts to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions on which such forecasts were based are shown to be in error. In light of the foregoing factors and the uncertainties inherent in these projections, stockholders are cautioned not to place undue reliance on these projections.

In preparing the financial forecasts our management made the following material assumptions:

- North American industry attendance levels remain consistent with the recent historical average over the years 2010 through 2016;
- Regal attendance benefits from (i) the acquisition of 134 screens in the second quarter of 2017, (ii) the opening of 20 new build locations between 2018 and 2020 (including 8 in 2018), and (iii) the continued installation of luxury reclining seats;
- Ticket and concession prices increase between 2.0% and 3.5% annually;
- Film, advertising and concession costs remain consistent with historical trends;
- Other operating expenses per screen increase 2.0% to 3.0% annually;
- Cash Distributions from the Company's investment in National CineMedia, LLC increase approximately 1.5% annually; and
- Cash Distributions from the Company's investment in Digital Cinema Implementation Partners, LLC remain consistent in 2018 and 2019, increase significantly in 2020 and 2021, and cease thereafter.

The estimates of adjusted EBITDA, pro forma adjusted EBITDA and unlevered free cash flow constitute non-GAAP financial measures within the meaning of applicable rules and regulations of the SEC. Non-GAAP financial measures should not be considered as a substitute for financial information presented in compliance with GAAP and should be viewed accordingly. The non-GAAP financial measures as used by the Company may not be comparable to similarly titled amounts used by other companies.

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The following is a summary of the financial forecasts for the Company prepared by our management and provided to our directors and their advisors:

Financial Forecasts

(in millions)	2017	2018	2019	2020	2021	2022
Revenue	$ 3,188.9	$ 3,401.0	$ 3,514.3	$ 3,587.9	$ 3,669.5	$ 3,753.1
Adjusted EBITDA(1)	$ 617.1	$ 702.1	$ 745.4	$ 806.9	$ 810.0	$ 796.7
Pro Forma Adjusted EBITDA(2)	$ 652.2	$ 736.5	$ 779.0	$ 839.6	$ 841.7	$ 827.3
Unlevered Free Cash Flow(3)	$ 313.6	$ 324.3	$ 376.0	$ 412.3	$ 418.1	$ 410.0

(1) Adjusted EBITDA refers to net income attributable to controlling interest adjusted for interest expense, net, provision for income taxes, depreciation and amortization, net loss on disposal and impairment of operating assets and other, share-based compensation expense, acquisition related costs, loss on extinguishment of debt, gain on sale of Open Road Films investment, earnings recognized from National CineMedia, LLC, which we refer to as NCM, cash distributions from NCM and other non-consolidated entities, and noncontrolling interest, net of tax and equity in income of non-consolidated entities and other, net.

(2) Beginning in 2018, the Company will be required to adopt the reporting requirements of ASU 2014-09, Revenue from Contracts with Customers, and its related interpretations. The adoption will result in an increase in reported revenue (and therefore to reported adjusted EBITDA) and a corresponding increase in reported interest expense. Pro forma adjusted EBITDA illustrates the pro forma impact of this accounting change, which is limited to non-cash items, on the calculation of adjusted EBITDA. The impact of the adoption on net income is not expected to be material.

(3) Unlevered free cash flow is defined as Adjusted EBITDA, less share based compensation, less capital expenditures, net, less tax payments, less non-cash items, plus decreases in working capital (or less increases in working capital).

Opinion of Morgan Stanley & Co. LLC

In 2014, we retained Morgan Stanley to assist the Board in exploring strategic alternatives to enhance stockholder value, including a potential sale of the Company, which process was later abandoned. When representatives of Parent approached the Company's management on September 27, 2017 about a possible business combination, we again retained Morgan Stanley to assist in the evaluation of Parent's proposal and to provide a fairness opinion in connection with a potential transaction, if warranted. In each instance, we selected Morgan Stanley to act as our financial advisor based on Morgan Stanley's qualifications, expertise and reputation, and its knowledge of our business and industry, and, in the more recent instance, its experience in working with the Company in its 2014 strategic alternatives review process. At the meeting of the Board on December 4, 2017, Morgan Stanley rendered its oral opinion, which was subsequently confirmed by delivery of a written opinion, dated December 5, 2017, that, as of the date of such opinion, and based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth in its written opinion, the $23.00 per share in cash merger consideration to be received by the holders of shares of our Class A and Class B common stock pursuant to the merger agreement was fair from a financial point of view to such holders.

The full text of Morgan Stanley's written opinion to our Board, dated December 5, 2017, is attached as *Annex B* to this Information Statement and is hereby incorporated in its entirety into this Information Statement by reference. Holders of shares of our Class A and Class B common stock

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should read the opinion carefully in its entirety. The opinion sets forth, among other things, a discussion of the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion. Morgan Stanley's opinion was directed to our Board and addressed only the fairness, from a financial point of view, as of the date of the opinion, to the holders of shares of our Class A and Class B common stock of the $23.00 per share in cash merger consideration to be received by such holders pursuant to the merger agreement. Morgan Stanley's opinion did not address any other aspects of the merger and did not and does not constitute a recommendation as to how holders of our Class A and Class B common stock should vote regarding the adoption of the merger agreement. The summary of Morgan Stanley's opinion set forth in this Information Statement is qualified in its entirety by reference to the full text of such opinion.

For purposes of rendering its opinion, Morgan Stanley:

- reviewed certain publicly available financial statements and other business and financial information of the Company;
- reviewed certain internal financial statements and other financial and operating data concerning the Company;
- reviewed certain financial projections prepared by our management;
- discussed the past and current operations and financial condition and the prospects of the Company with our senior executives;
- reviewed the reported prices and trading activity for our common stock;
- compared the financial performance of the Company and the prices and trading activity of our common stock with that of certain other publicly-traded companies comparable with the Company, and their securities;
- reviewed the premia paid in certain comparable acquisition transactions;
- participated in discussions and negotiations among representatives of the Company and Parent and their financial and legal advisors;
- reviewed the merger agreement, the commitment letter from certain lenders, the rights issue underwriting and sponsor's agreement, the irrevocable undertaking of GCH committing to participate in the rights issue and vote its shares in support of the transactions contemplated by the merger agreement, and the subscription and investor deed from certain investors, the voting agreement entered into by the Principal Stockholder, in each case dated as of December 5, 2017, and certain related documents; and
- performed such other analyses, reviewed such other information and considered such other factors as Morgan Stanley deemed appropriate.

In arriving at its opinion, Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley by the Company, and formed a substantial basis for the opinion. With respect to Company projections, Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best currently available estimates and judgments of our management of the future financial performance of the Company. In addition, Morgan Stanley assumed that the merger will be consummated in accordance with the terms set forth in the merger agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the Buyer will obtain financing in accordance with the terms set forth in the financing agreements and that the definitive merger agreement and other principal transaction agreements would not differ in any material respect from the draft merger agreement and other principal transaction agreements provided

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to Morgan Stanley. Morgan Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed merger, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed merger. Morgan Stanley is not a legal, tax or regulatory advisor. Morgan Stanley is a financial advisor only and relied upon, without independent verification, the assessment of Parent and the Company and their legal, tax or regulatory advisors with respect to legal, tax or regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of our officers, directors or employees, or any class of such persons, relative to the consideration to be received by the holders of shares of our Class A and Class B common stock in the merger. Morgan Stanley also expressed no opinion as to the relative fairness of any portion of the merger consideration to holders of any class of our common stock. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of the Company, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley's opinion was necessarily based on financial, economic, market, tax and other conditions as in effect on, and the information made available to it as of, the date of the opinion. Events occurring after such date may affect Morgan Stanley's opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm the opinion. In arriving at its opinion, Morgan Stanley was not authorized to solicit, and did not solicit, interest from any party with respect to an acquisition, business combination or other extraordinary transaction involving the Company, nor did it negotiate with any party, other than Parent and its representatives, which expressed interest to Morgan Stanley with respect to a possible acquisition of the Company or any of its constituent businesses.

Summary of Financial Analyses

The following is a summary of the material financial analyses performed by Morgan Stanley in connection with its oral opinion and the preparation of its written opinion, dated December 5, 2017, to our Board. The following summary is not a complete description of Morgan Stanley's opinion or the financial analyses performed and factors considered by Morgan Stanley in connection with its opinion, nor does the order of the financial analyses described represent the relative importance or weight given to those financial analyses. Unless stated otherwise, the following quantitative information, to the extent that it is based on market data, is based on market data as of November 27, 2017, which was the last trading day before multiple news outlets published a story about discussions between the Company and Parent on November 28, 2017, and is not necessarily indicative of current market conditions. In performing its financial analyses summarized below and in arriving at its opinion, with the consent of our Board, Morgan Stanley used and relied upon the following financial projections: (i) certain financial projections provided by our management, as more fully described below in the section entitled "*The Merger Prospective Financial Information*," which are referred to below as the "Management Case," and (ii) certain publicly available Wall Street projections for the Company, which is referred to below as the "Street Case."

Some of the financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. The analyses listed in the tables and described below must be considered as a whole. Assessing any portion of such analyses and of the factors reviewed, without considering all financial analyses and factors or the full narrative description of such analyses and factors, including the methodologies and assumptions underlying such analyses and factors, could create a misleading or incomplete view of the process underlying such financial analyses and Morgan Stanley's opinion.

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Historical Trading Range Analysis

Morgan Stanley reviewed the historical trading range of our common stock for the 52-week period ended November 27, 2017, which was the last trading day before multiple news outlets published a story about discussions between the Company and Parent on November 28, 2017, as well as the trading range of our common stock from October 24, 2017 (the Company's third quarter announcement date) through November 27, 2017. Morgan Stanley noted that, during such 52-week period, the maximum intraday price for our common stock was $23.82 and the minimum intraday price for our common stock was $13.90, and that during the period following the Company's third quarter announcement date, the maximum intraday price for our common stock was $18.38 and the minimum intraday price for our common stock was $14.79, as compared to the $23.00 per share merger consideration.

Research Analyst Price Targets

Morgan Stanley reviewed publicly available equity research analysts' per share price targets for shares of the Company common stock. Morgan Stanley noted that the research analysts' one year per share price targets ranged from $13.00 to $24.00 per share, with a median of $18.00. Morgan Stanley also calculated the present value of the low, median and high one year price targets as of December 31, 2017 by applying a discount rate of 10.6%, representing an estimated cost of equity of the Company calculated assuming a 2.3% risk free rate, 1.38 Barra local predicted beta and 6% market risk premium, which yielded a range of illustrative implied per share prices of $12.00 to $22.00 per share, with a median of $16.50, all as rounded to the nearest $0.25.

The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for our common shares and these estimates are subject to uncertainties, including the future financial performance of the Company and future financial market conditions.

Regal Historical Multiples Analysis

Morgan Stanley reviewed certain financial information, valuation multiples and market trading data relating to the Company. Financial data of the Company was based on historical trading data from Bloomberg, McGraw Hill Financial Inc.'s S&P Capital IQ estimates, public filings and other publicly available information. Financial data of the Company also included the Management Case and the Street Case, as appropriate. "AV" refers to aggregate enterprise value, calculated as equity value, plus debt (inclusive of capital leases), plus noncontrolling interest, less cash and cash equivalents. "Adjusted EBITDA" refers to net income attributable to controlling interest adjusted for interest expense, net, provision for income taxes, depreciation and amortization, net loss on disposal and impairment of operating assets and other, share-based compensation expense, acquisition related costs, loss on extinguishment of debt, gain on sale of Open Road Films investment, earnings recognized from National CineMedia, LLC, which we refer to as NCM, cash distributions from NCM and other non-consolidated entities, and noncontrolling interest, net of tax and equity in income of non-consolidated entities and other, net. Certain of the foregoing terms are used throughout this summary of financial analyses.

Morgan Stanley performed a historical multiples analysis, which is designed to provide an implied trading value of a company by using multiple ranges based on historical next twelve (12) months, or NTM, multiples applied to Adjusted EBITDA estimates both as provided by our management as well as certain publicly available Wall Street projections for the Company. Morgan Stanley reviewed the ratio of the Company's AV to consensus NTM Adjusted EBITDA estimates (which we refer to as AV / NTM Adjusted EBITDA), calculated as of each day over the prior five year period.

Based on this analysis and its professional judgment, Morgan Stanley derived a reference range of multiples of AV / NTM Adjusted EBITDA of 7.0x - 8.5x and applied this range to estimated Adjusted

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EBITDA for calendar year 2018 contained in the Street Case and the Management Case. For calendar year 2018, estimated Adjusted EBITDA for the Company was $651 million in the Street Case and $702 million in the Management Case.

Based on 157.7 million shares of our common stock, estimated to be outstanding on a fully-diluted basis as of December 31, 2017, and an estimate of the Company's net debt as of December 31, 2017 (assumed to be $2,157 million in the Street Case and $2,169 million in the Management Case), the analysis indicated the following per share reference ranges for our common stock, in each case rounded to the nearest $0.25 and as compared to the $23.00 per share merger consideration:

Forecast Scenario	Multiple Ratio	Reference Range	Implied Per Share Value
Street Case	AV/2018E Adjusted EBITDA	7.0x - 8.5x	$15.25 - $21.50
Management Case	AV/2018E Adjusted EBITDA	7.0x - 8.5x	$17.50 - $24.00

Discounted Equity Value Analysis

Morgan Stanley also performed a discounted equity value analysis, which is designed to provide insight into a theoretical estimate of the future value of a company's equity as a function of such company's estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value is subsequently discounted back to December 31, 2017 at the Company's estimated cost of equity in order to arrive at an estimate of the present value for the Company's share price.

For this analysis, Morgan Stanley calculated a theoretical future value range of implied share prices for the Company as of December 31, 2019, and subsequently discounted such theoretical future value range, including expected dividends to be received between December 31, 2017 and December 31, 2019, as reflected in the Street Case and Management Case, to arrive at an illustrative present value range of implied share prices for the Company as of December 31, 2017. To calculate the theoretical implied aggregate value range, Morgan Stanley applied a range of Adjusted EBITDA multiples between 7.0x and 8.5x, which is consistent with the AV / NTM Adjusted EBITDA multiple over time based on Morgan Stanley's historical multiples analysis, to the 2020 estimated Adjusted EBITDA. Morgan Stanley then adjusted the theoretical future implied aggregate value range by the estimated net debt as of December 31, 2019 of $1,861 million in the Street Case and $1,909 million in the Management Case. To calculate the present value of the estimated equity value range as of December 31, 2017, Morgan Stanley applied an estimated range of the Company's cost of equity of 9.6% to 11.6%. Morgan Stanley selected such applications and assumptions based on its professional judgment.

Based on the foregoing analysis, Morgan Stanley derived the following range of implied equity values per share as of December 31, 2017, based on the Adjusted EBITDA contained in the Street Case and Management Case, in each case rounded to the nearest $0.25 and as compared to the $23.00 per share merger consideration:

Source	Reference Range	Implied Value Per Share of the Company Common Stock, Including Dividends
Street Case	7.0x - 8.5x	$ 15.75 - $21.25
Management Case	7.0x - 8.5x	$ 20.50 - $27.75

Additionally, Morgan Stanley sensitized the Management Case to illustrate the impact of variances in attendance assumptions versus those provided in the Management Case. Morgan Stanley calculated

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the impact of changes in attendance ranging from negative five million annual attendees to positive five million annual attendees and derived the following ranges of implied equity values per share as of December 31, 2017.

Sensitivity Case	Implied Value Per Share of the Company Common Stock
Attendance	$ 18.97 - $29.60

Premia Paid Analysis

Using publicly available information relating to public U.S. target all-cash transactions sized between $3.0 billion to $7.0 billion from January 1, 2014 to December 1, 2017, which we refer to as the Cash Public Transactions, Morgan Stanley reviewed the premia paid in connection with such precedent transactions (calculating the percentage difference in price of the target's stock four weeks prior to announcement of a transaction and the price paid in such transaction). Based on the analysis of the premia paid in connection with the selected precedent transactions, Morgan Stanley formulated a range of premiums and applied these ranges of premiums to the relevant financial statistics for the Company.

Based on the 25th percentile, median and 75th percentile of the Cash Public Transactions, Morgan Stanley applied premiums of 25%, 34% and 52% to the share price of the common stock four weeks prior of $16.11 to arrive at a range of potential values of $20.25 to $24.50 per share, with a median of $21.50, in each case rounded to the nearest $0.25 and as compared to the $23.00 per share merger consideration.

Discounted Cash Flow Analysis

Morgan Stanley conducted a discounted cash flow analysis for the purpose of determining an implied equity value per share for our common stock. A discounted cash flow analysis is a method of evaluating an asset using estimates of the future unlevered free cash flows generated by the asset and taking into consideration the time value of money with respect to those future cash flows by calculating their present value. The "unlevered free cash flows" or "free cash flows" refer to a calculation of the future cash flows of an asset without including, in such calculation, any debt servicing costs. "Terminal value" refers to the capitalized value of all cash flows from an asset for periods beyond the final forecast period.

Morgan Stanley performed a discounted cash flow analysis of the Company using information contained in the Management Case to calculate ranges of the implied value of the Company. Morgan Stanley calculated a range of implied values per share based on the estimated future cash flows contained in the Management Case during the calendar years 2018 through 2021. Using the definition of unlevered free cash flows set forth above, Morgan Stanley then calculated terminal values based on a terminal exit multiple ranging from 7.0x to 8.5x, which is consistent with the AV / NTM Adjusted EBITDA multiple over time based on Morgan Stanley's historical multiples analysis, applied to the 2022 estimated forward adjusted EBITDA. These values were then discounted to present values, as of December 31, 2017, assuming a range of discount rates of 6.5% to 7.6%, which was selected based on Morgan Stanley's professional judgment and by taking into consideration, among other things, a weighted average cost of capital calculation and our assumed cost of equity using a capital asset pricing model. The calculation of unlevered free cash flow, as used by Morgan Stanley in its analysis, is described in the section entitled "*Prospective Financial Information*."

In order to calculate an implied per share equity value reference range for our common stock, Morgan Stanley then adjusted the total implied aggregate value by our estimated net debt as of December 31, 2017 of $2,169 million and divided the resulting implied total equity value ranges by our

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estimated fully diluted shares outstanding of 157.7 million as of December 31, 2017, all as provided by our management.

Based on the foregoing analysis, Morgan Stanley derived the following range of implied equity values per common stock as of December 31, 2017, in each case rounded to the nearest $0.25 and as compared to the $23.00 per share merger consideration.

Source	Implied Value Per Share of the Company Common Stock
Management Case	$ 21.00 - $28.00

Additionally, Morgan Stanley sensitized the Management Case to illustrate the impact of variances in attendance assumptions and tax rates versus those provided in the Management Case.

For the purposes of the sensitivity analysis related to attendance, Morgan Stanley calculated the impact of changes in attendance ranging from negative five million annual attendees to positive five million annual attendees and derived the below ranges of implied equity values per share as of December 31, 2017.

For the purposes of the sensitivity analysis related to tax rates, Morgan Stanley calculated the impact of changes in tax rates ranging from 20.0% to 39.5% and derived the below ranges of implied equity values per share as of December 31, 2017.

Sensitivity Case	Implied Value Per Share of the Company Common Stock
Attendance	$ 19.33 - $30.00
Tax	$ 21.60 - $28.89

General

In connection with the review of the merger by our Board, Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley's view of the actual value of the Company.

In performing its analyses, Morgan Stanley made numerous assumptions with regard to industry performance, general business, regulatory, economic, market and financial conditions and other matters, all of which generally are beyond the Company's control. These include, among other things, the impact of competition on our business and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of the Company and the industry, and in the financial markets in general. Any estimates contained in Morgan Stanley's analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

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Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness from a financial point of view of the consideration to be received by the holders of shares of our common stock pursuant to the merger agreement, and in connection with the delivery of its opinion to our Board. These analyses do not purport to be appraisals or to reflect the prices at which shares of our common stock might actually trade.

The consideration to be received by the holders of shares of our Class A and Class B common stock pursuant to the merger agreement was determined through arm's-length negotiations between the Company and Parent and was approved by the Board. Morgan Stanley acted as financial advisor to the Board during these negotiations but did not, however, recommend any specific consideration to the Company or the Board, nor opine that any specific consideration constituted the only appropriate consideration for the merger. In addition, Morgan Stanley's opinion expressed no opinion or recommendation as to how our stockholders should vote with respect to adoption of the merger agreement or with respect to any other matter.

Morgan Stanley's opinion and its presentation to the Board was one of many factors taken into consideration by the Board in deciding to approve the execution, delivery and performance by the Company of the merger agreement.

Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Board with respect to the consideration pursuant to the merger agreement or of whether the Board would have been willing to agree to different consideration. Morgan Stanley's opinion was approved by a committee of Morgan Stanley investment banking and other professionals in accordance with its customary practice.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of Parent, the Company, or any other company, or any currency or commodity, that may be involved in the merger, or any related derivative instrument. A senior advisor of Morgan Stanley & Co. International plc, an affiliate of Morgan Stanley & Co. LLC, serves as a member of the Parent Board and, in such role, participated in evaluating and approving the merger on behalf of Parent. The participation of this senior advisor on the Parent Board was disclosed to the Board prior to the delivery of Morgan Stanley's opinion and the approval of the merger agreement by the Board.

Under the terms of its engagement, Morgan Stanley provided us financial advisory services and a financial opinion, described in this section and attached as ***Annex B***, in connection with the merger, and we have agreed to pay Morgan Stanley a fee of approximately $48 million for its services, approximately $38.5 million of which is contingent upon the closing of the merger, and $9.5 million of which was due and payable upon the delivery of the financial opinion. We have also agreed to reimburse Morgan Stanley for its reasonable expenses, including fees of outside counsel and other professional advisors, incurred in connection with its engagement. In addition, we have agreed to indemnify Morgan Stanley and its affiliates, its and their respective directors, officers, agents and employees and each other person, if any, controlling Morgan Stanley or any of its affiliates, against certain liabilities and expenses, including certain liabilities under the federal securities laws, relating to, arising out of or in connection with Morgan Stanley's engagement.

In the two years prior to the date of Morgan Stanley's opinion, Morgan Stanley or an affiliate has been a lender to the Company. In the two years prior to the date of Morgan Stanley's opinion, other

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than pursuant to its engagement by the Company in connection with the merger, Morgan Stanley or its affiliates have not been engaged to provide financial advisory services or financing services to the Company and have not received any fees for such services from the Company. In the two years prior to the date of Morgan Stanley's opinion, Morgan Stanley or its affiliates have not been engaged to provide financial advisory services or financing services to Parent, the Anschutz Corporation, Anschutz Entertainment Group, Inc., Anschutz Exploration Corporation, Power Company of Wyoming LLC, PPS Holding Company, the Oklahoma Publishing Company, TransWest Express, LLC, Xanterra Parks & Resorts, Inc. or Global City Holdings B.V. and have not received any fees for such services from any of those entities. As of November 27, 2017, Morgan Stanley held an aggregate interest of less than 1% of the common stock of Parent and between 4% and 5% in our common stock, which interests are held in connection with Morgan Stanley's (i) investment management business, (ii) wealth management business, including client discretionary accounts or (iii) ordinary course trading activities, including hedging activities. Morgan Stanley and its affiliates may also seek to provide financial advisory and financing services to Parent, the Company or their respective affiliates in the future and would expect to receive fees for the rendering of any such services.

Certain Effects of the Merger

Upon the consummation of the merger, Merger Sub will be merged with and into the Company upon the terms set forth in the merger agreement. As the surviving corporation in the merger, the Company will continue to exist following the merger as an indirect wholly owned subsidiary of Parent.

None of Parent, US Holdco, Merger Sub or any of their controlled affiliates beneficially owns, or will prior to the closing date beneficially own, any shares of Company common stock. Following the merger, all of the Company's equity interests will be beneficially owned by Parent and none of the Company's current stockholders will, by virtue of the merger, have any ownership interest in, or be a stockholder of, the Company, the surviving corporation or Parent after the consummation of the merger. As a result, the Company's current stockholders will no longer benefit from any increase in the value, nor will they bear the risk of any decrease in the value, of Company common stock. Following the merger, Parent will benefit from any increase in the Company's value and also will bear the risk of any decrease in the Company's value.

Upon consummation of the merger, each share of Company common stock issued and outstanding immediately prior to the effective time of the merger (other than the excluded shares and any dissenting shares) will be converted into the right to receive $23.00 in cash, without interest and less any applicable withholding taxes. All shares of Company common stock so converted will, at the effective time of the merger, be cancelled.

Please see the sections of this Information Statement entitled "*The Merger Agreement Merger Consideration*" and "*The Merger Agreement Payment Procedures*".

For information regarding the effects of the merger on the Company's outstanding equity awards, please see the sections below under " *Interests of the Company's Directors and Executive Officers in the Merger*" and "*The Merger Agreement Treatment of Company Stock Plans*".

The Company's Class A common stock is currently registered under the Exchange Act and trades on the New York Stock Exchange under the symbol "RGC". Following the consummation of the merger, shares of Class A common stock will no longer be traded on the New York Stock Exchange or any other public market. In addition, the registration of shares of Class A common stock under the Exchange Act will be terminated and the Company will no longer be required to file periodic and other reports with the SEC with respect to the shares of Class A common stock. Termination of registration of the shares of Class A common stock under the Exchange Act will reduce the information required to be furnished by the Company to the Company's stockholders and the SEC, and would make provisions of the Exchange Act, such as the requirement to file annual and quarterly reports pursuant

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to Section 13(a) or 15(d) of the Exchange Act, the short-swing trading provisions of Section 16(b) of the Exchange Act and the requirement to furnish a proxy statement in connection with stockholders' meetings pursuant to Section 14(a) of the Exchange Act, no longer applicable to the Company.

Effects on the Company if the Merger is not Consummated

If the merger is not consummated for any reason, the Company's stockholders will not receive any payment for their shares of Company common stock in connection with the merger. Instead, the Company will remain an independent public company, the shares of Class A common stock will continue to be listed and traded on the New York Stock Exchange, the shares of Class A common stock will continue to be registered under the Exchange Act and the Company's stockholders will continue to own their shares of the Company common stock and will continue to be subject to the same general risks and opportunities as they currently are with respect to ownership of Company common stock.

If the merger is not consummated, there is no assurance as to the effect of these risks and opportunities on the future value of your shares of Company common stock, including the risk that the market price of Class A common stock may decline to the extent that the current market price of the Class A common stock reflects a market assumption that the merger will be consummated. If the merger is not consummated, there is no assurance that any other transaction acceptable to the Company will be offered or that the business, operations, financial condition, earnings or prospects of the Company will not be adversely impacted. Pursuant to the merger agreement, under certain circumstances the Company and Parent are permitted to terminate the merger agreement. Please see the section of this Information Statement entitled "*The Merger Agreement Termination*".

Under certain circumstances, if the merger agreement is terminated, a termination fee or reverse termination fee may be payable by the Company or Parent, respectively. Please see the section of this Information Statement entitled "*The Merger Agreement Termination Fees*". In certain circumstances, GHC may be required to pay the Company a termination fee in connection with the termination of the merger agreement pursuant to the GHC irrevocable undertaking, as described in the section entitled "*Voting Agreement and Irrevocable Undertakings*" beginning on page 104.

Financing of the Merger

Equity Financing

The merger consideration will be funded, in part, through equity financing of approximately $2.27 billion by way of a rights issue to the existing stockholders of Parent that will entitle them to subscribe for the new Parent shares at a discount to the then-current market price thereof. On December 5, 2017, the underwriters entered into the underwriting agreement, pursuant to which they agreed to underwrite (severally and not jointly) the shares to be issued in connection with the rights issue. In addition, as described below under the heading "*Voting Agreement and Irrevocable Undertakings*" beginning on page 104, GCH has entered into an irrevocable undertaking to accept the offer to acquire such number of new Parent shares representing its full entitlement under the terms of the rights issue.

The commitments of the underwriters contemplated by the underwriting agreement are subject to certain customary conditions, including, but not limited to:

- the passing of the Parent stockholder resolutions at the Parent stockholders meeting;

- Parent having applied to Euroclear for admission of the nil paid rights and fully paid rights to CREST as participating securities, and no notification having been received from Euroclear on or before admission of the new Parent shares, nil paid, to the Official List and to trading on the

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London Stock Exchange's main market for listed securities, which we refer to as the Admission, that such Admission or facility for holding and settlement has been or is to be refused;

Admission of the new Parent shares becoming effective by not later than 8.00 a.m. on the business day following the date of the Parent stockholders meeting (or such later time and/or date as the underwriters and Parent may agree in advance in writing but so that the last date for acceptance is not later than 180 days from the date of the underwriting agreement);

there not having occurred a material adverse change in the financial condition, or in the earnings or solvency of Parent or Parent and its subsidiaries;

there not having occurred a material adverse change to the assets, business, financial condition or results of operations of the Company and its subsidiaries, subject to certain customary exceptions;

the prospectus covering the new Parent shares to be issued pursuant to the rights issue not containing any alteration, revision or amendment since the draft prospectus dated on or about December 5, 2017 that is material in the context of the merger or the underwriting of the new Parent shares or would make it impracticable or inadvisable to proceed;

Parent having materially complied with all of its undertakings, covenants and obligations under the underwriting agreement and the terms and conditions of the rights issue;

the warranties in the underwriting agreement being true and accurate in all respects and not misleading in any respect, save to the extent not material in the context of the rights issue, the merger or the underwriting of the new Parent shares;

the merger agreement remaining in full force and effect and not having been altered in a manner that is material to the rights issue or the underwriting of the new Parent shares;

the debt commitment letter and associated fee letters being in full force and effect and not having been terminated; and

the underwriting agreement becoming unconditional in all respects (save for the condition relating to Admission of the new Parent shares) and not having been rescinded or terminated in accordance with its terms prior to Admission of the new Parent shares.

Debt Financing

In connection with the entry into the merger agreement, Parent and US Holdco have obtained the debt commitment letter from the arrangers, pursuant to which the arrangers have committed to provide, severally but not jointly, upon the terms and subject to the conditions set forth in the debt commitment letter, in the aggregate $4.307 billion in debt financing, consisting of (i) a senior secured term loan facility in an aggregate principal amount of $4.007 billion, and (ii) a senior secured revolving credit facility in an aggregate principal amount of $300 million (not all of which is expected to be drawn at the closing of the merger).

The proceeds of the term loan facility will be used (i) to finance, in part, amounts payable under the merger agreement, (ii) to finance fees, premiums, expenses and other transaction costs incurred in connection with the merger and related transactions and (iii) to repay certain of our and Parent's respective indebtedness outstanding as of the closing of the merger. The proceeds of the revolving credit facility will be used to provide for working capital, capital expenditures and general corporate purposes; provided that only a portion of the revolving credit facility may be drawn at closing for the specific purposes set forth in the debt commitment letter.

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The debt financing contemplated by the debt commitment letter is conditioned on the consummation of the merger in accordance with the merger agreement, as well as other customary conditions, including, but not limited to:

- the execution and delivery by the borrower and certain guarantors of definitive documentation consistent with the debt commitment letter;
- the accuracy of our representations and warranties in the merger agreement as are material to the interests of the arrangers and the lenders under the credit facilities, but only to the extent Parent or its applicable affiliates has (or have) the right to terminate the merger agreement or refuse to complete the merger as a result of a breach of such representations and warranties, and the accuracy in all material respects of certain specified representations and warranties in the loan documents;
- the consummation of the equity financing prior to or substantially concurrently with the initial borrowing under the credit facilities;
- the consummation of the repayment and termination of (i) our indirect wholly owned subsidiary's existing Seventh Amended and Restated Credit Agreement, dated as of April 5, 2015 by and among Regal Cinemas Corporation, certain of our affiliates, the lenders from time to time party thereto, the agents party thereto and Credit Suisse AG, as administrative agent and (ii) Parent's existing Facilities Agreement, dated as of January 10, 2014, by and among Parent, certain of Parent's subsidiaries, the lenders from time to time party thereto and Barclays, as agent;
- the issuance of notices of redemption with respect to our 5.750% Senior Notes due 2022, 5.750% Senior Notes due 2023 and 5.750% Senior Notes due 2025 and the deposit of amounts required to redeem all such senior notes with the trustee thereof;
- the absence of any effect, development, circumstance or change, individually or in the aggregate that has had or would reasonably be expected to have, a Company Material Adverse Effect (as defined below in the section entitled "*The Merger Agreement Definition of Company Material Adverse Effect*");
- payment of all applicable costs, fees and expenses;
- delivery of certain audited, unaudited and pro forma financial statements (including a short-form quarterly trading update for the fiscal quarter ended December 31, 2017);
- receipt by the lead arrangers under the debt commitment letter of documentation and other information about the borrower and guarantors required under applicable "know your customer" and anti-money laundering rules and regulations (including the USA PATRIOT Act); and
- subject to certain limitations, the execution and delivery of guarantees by the guarantors and the taking of certain actions necessary to establish and perfect a security interest in specified items of collateral.

If any portion of the debt financing becomes unavailable on the terms and conditions contemplated by the debt commitment letter, Parent is required to promptly notify us in writing and use its reasonable best efforts to obtain substitute financing on terms and conditions not materially less favorable (including with respect to conditionality), taken as a whole, to Parent and US Holdco than the terms and conditions of the debt commitment letter in an amount sufficient to enable Parent and US Holdco to meet their funding obligations contemplated by the merger agreement. As of the last practicable date before the printing of this Information Statement, the debt commitment letter remains in effect. The documentation governing the debt financing contemplated by the debt commitment letter

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has not been finalized and, accordingly, the actual terms of the debt financing may differ from those described in this Information Statement.

The arrangers may invite other banks, financial institutions and institutional lenders to participate in the debt financing contemplated by the debt commitment letter.

Interests of the Company's Directors and Executive Officers in the Merger

As described in the section entitled "*The Merger Reasons for the Merger*" beginning on page 30, in reaching the determination that the terms and conditions of the merger and the merger agreement were advisable and in the best interests of the Company and its stockholders and that the terms of the merger were fair to the Company and the Company's stockholders, the Board considered the interests of the Company's directors and executive officers in the merger that may be different from, or in addition to, the interests of our stockholders generally.

Interests with Respect to Company Equity

Effective as of immediately prior to the effective time of the merger, each of the Company restricted shares, including those held by directors and executive officers of the Company, that is then outstanding and unvested will automatically become fully vested and the restrictions thereon will lapse, and will automatically be canceled and converted into the right to receive from the surviving corporation the merger consideration, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (i) the holder of such Company restricted share's compliance with any written instructions provided to such person by the Company or (ii) the effective time of the merger.

Effective as of immediately prior to the effective time of the merger, each of the Company performance share awards, including those held by executive officers of the Company, that is then outstanding and unvested will vest with respect to the target number of shares of Company common stock that could be earned thereunder and will automatically be canceled and converted into the right to receive from the surviving corporation an amount of cash equal to the sum of (i) the product of (A) the target number of shares of Company common stock then underlying such Company performance share award multiplied by (B) the merger consideration, and (ii) dividends paid with respect to the target number of shares of Company common stock then underlying such Company performance share award from the grant date of such Company performance share award to the effective time, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (i) the holder of such Company performance share award's compliance with any written instructions provided to such person by the Company or (ii) the effective time of the merger.

Security Holdings of Certain Persons

The following table sets forth, as of December 18, 2017, for each person who has served as a director or executive officer of the Company since the beginning of our last fiscal year:

- the aggregate number of outstanding shares of Company common stock held directly and indirectly;
- the pre-tax value of such outstanding shares of Company common stock based on the $23.00 per share merger consideration;
- the aggregate number of Company restricted shares held that may vest or otherwise be delivered in connection with the merger;

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the pre-tax value of such Company restricted shares based on the $23.00 per share merger consideration;

the aggregate number of shares underlying Company performance share awards held that may vest or otherwise be delivered in connection with the merger (determined based on target performance, regardless of actual achievement of the performance metrics);

the pre-tax value of shares underlying such Company performance share awards based on the $23.00 per share merger consideration, together with any dividends the holder is entitled to on such shares; and

the aggregate pre-tax value of such shares of Company common stock, such Company restricted shares and such shares underlying Company performance share awards (which is the sum of the third, fifth and seventh columns below).

The estimated aggregate amounts set forth in the third, fifth and seventh columns below equal the product of (i) the $23.00 per share merger consideration, multiplied by (ii) the total number of shares of Company common stock subject to each applicable category as described above, plus, in the case of the Company performance share awards, the dividends to which the holder is entitled. The amounts shown in the following table do not reflect any future grants, dividends, deferrals or forfeitures occurring following the date of the filing of this Information Statement and prior to closing. The following table does not capture vesting that would occur between the date of the filing of this Information Statement and the closing. The following table also assumes that the equity-based awards that are not vested as of the closing of the merger will become fully vested pursuant to the terms of the merger agreement and applicable award agreements.

Name	Number of Shares of Common Stock	Value of Shares of Common Stock ($)	Number of Company Restricted Shares	Value of Company Restricted Shares ($)	Number of Company Performance Share Awards	Value of Company Performance Share Awards ($)	Aggregate Value ($)
Amy E. Miles	466,047	10,719,081	171,338	3,940,774	196,144	4,856,118	19,515,973
Gregory W. Dunn			67,052	1,542,196	75,587	1,871,378	3,413,574
Peter B. Brandow	163,251	3,754,773	49,464	1,137,672	55,814	1,381,834	6,274,279
David H. Ownby	175,114	4,027,622	54,459	1,252,557	62,643	1,550,910	6,831,089

Severance Arrangements

Pursuant to (i) the employment agreements into which the Company has entered with each of its executive officers, (ii) the terms of the Regal Entertainment Group 2002 Stock Incentive Plan, which we refer to as the 2002 plan, and (iii) the performance share award agreements into which the Company has entered with each of its executive officers under the 2002 plan, each as amended from time to time, certain of the Company's executive officers are entitled to specified benefits in the event of the termination of their employment under specified circumstances, including termination following a change of control of the Company.

The Company's employment agreements provide that if the Company terminates any executive's employment without "cause" (other than by reason of permanent disability or death), or if any executive resigns for "good reason", within three (3) months prior to, or one (1) year after, a change of control of the Company (each as defined within each employment agreement and described below), the executive shall be entitled to receive severance payments equal to: (i) the actual bonus, pro-rated to the date of termination, that the executive would have received with respect to the fiscal year in which the termination occurs, payable at the same time bonuses are paid to other executives; and (ii)(a) in the case of Ms. Miles, two and one-half times her then-current annual base salary plus two times her target bonus for the fiscal year in which termination occurs; and (b) in the case of Messrs. Ownby, Dunn and

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Brandow, two times the executive's then-current annual base salary plus one and one-half times the executive's target bonus for the fiscal year in which termination occurs, in either case (a) or (b), payable in a lump sum within thirty (30) days following such executive officer's termination, provided that if such termination occurs within ninety (90) days prior to calendar year end, such amount is payable on January 1 of the following year; and (iii) continued coverage under any medical, health and life insurance plans for a 30-month period following the date of termination.

Under the employment agreements, "cause" is defined as (i) any willful breach of any material written policy of the Company that results in material and demonstrable liability or loss to the Company; (ii) the executive engaging in conduct involving moral turpitude that causes material and demonstrable injury, monetarily or otherwise, to the Company, including, but not limited to, misappropriation or conversion of assets of the Company (other than immaterial assets); (iii) conviction of or entry of a plea of nolo contendere to a felony; or (iv) a material breach of the employment agreement by engaging in action in violation of the restrictive covenants in the employment agreement. For purposes of defining "cause" under the employment agreements, no act or failure to act by the executive shall be deemed "willful" if done, or omitted to be done, by such executive in good faith and with the reasonable belief that such action or omission was in the best interest of the Company.

Under the employment agreements, "good reason" is defined as one or more of the following conditions arising without consent of the executive and which has not been remedied by the Company within 30 days after notice by the executive: (i) a material reduction in the executive's base salary or the establishment of or any amendment to the annual cash bonus plan which would materially impair the ability of the executive to receive the target bonus (other than the establishment of reasonable EBITDA or other reasonable performance targets to be set annually in good faith by the board); (ii) a material diminution of the executive's titles, offices, positions or authority, excluding for purposes of determining "good reason," an action not taken in bad faith; or the assignment to the executive of any duties inconsistent with the executive's position (including status or reporting requirements), authority, or material responsibilities, or the removal of executive's authority or material responsibilities, excluding for this purpose an action not taken in bad faith; (iii) a transfer of the executive's primary workplace of more than 50 miles from the current workplace; (iv) a material breach of the employment agreement by the Company; or (v) the executive is no longer serving in the position(s) for which the employment agreement relates, and in the case of Ms. Miles, that she is no longer a member of the board of directors.

Under the employment agreements, "change of control" is defined as both (1) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), other than certain entities controlled by Philip F. Anschutz, of 20% or more of the combined voting power of the then-outstanding voting securities of the Company and (2) the beneficial ownership of such individual, entity or group of more than 20% of the voting power of the Company exceeds the beneficial ownership of such entities controlled by Mr. Anschutz. For purposes of the employment agreements, consummation of the merger will constitute a change of control of the Company.

Pursuant to our 2002 plan, upon a change in control (which is defined in the same way as a "change of control" under the employment agreements) all restrictions with respect to restricted shares held by our executives shall immediately lapse. Further, pursuant to the Company performance share award agreements, as amended, in the event of a change in control prior to the third anniversary of the grant date, the holder of a Company performance share award will be entitled to receive a number of shares of restricted stock equal to the target number of shares of restricted stock underlying such award and all such shares of restricted stock are treated, for purposes of the plan, as having been issued and outstanding and shall vest immediately prior to the effective time of any such change in control. In addition, holders of Company performance share awards are entitled to receive the dividends paid with respect to such shares from the date of grant of each Company performance share award to the time immediately prior to the effective time of any such change in control.

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None of the executive officers are entitled to excise tax gross-up payments. Instead, his or her employment agreement provides for a "best net" approach, whereby payment of amounts that may constitute parachute payments under Section 280G of the Internal Revenue Code of 1986, as amended, which we refer to as the Code, is limited to the threshold amount that may be received under Section 280G without triggering the excise tax, if the net benefit to the executive officer would be greater than receiving all of such amounts and paying the excise tax on them.

As of the date of this Information Statement, neither the Company nor Parent has entered into any compensatory agreements with any of the Company's executive officers in connection with the merger.

Employee Benefits

For a period of one year following the effective time of the merger, Parent has agreed to provide, or cause to be provided, to each employee of the Company or its subsidiaries who is employed immediately prior to the effective time and who, upon the effective time, becomes an employee of Parent or remains an employee of the Company or any of its subsidiaries:

- a total compensation package no less favorable in the aggregate than the total compensation package (including base salary, commissions, annual cash bonus opportunities and the value of annual equity awards) provided to such employee immediately before the effective time of the merger; and

- other employee benefits that are substantially comparable, in the aggregate, to the other benefits provided to such employees immediately before the effective time of the merger (excluding retiree benefits and defined benefit pension benefits).

Pursuant to the merger agreement, Parent is not required to provide equity awards provided that they are replaced with an equivalent benefit.

Parent has also agreed to provide to each such employee who incurs a termination of employment during the one-year period following the effective time of the merger with severance payments and benefits that are equal to the severance payments and benefits that would have been paid under certain of the Company's severance practices as in existence on the date of the merger agreement.

For a more detailed description of these provisions of the merger agreement, please see the section of this Information Statement entitled "*The Merger Agreement Additional Agreements of the Parties to the Merger Agreement Employee Benefits Matters*" beginning on page 79.

Indemnification of Directors and Officers

From and after the effective time, each of Parent and the surviving corporation will, jointly and severally, indemnify, defend and hold harmless each person who is, or has been at any time prior to the date of the merger agreement, or who becomes prior to the effective time a director, manager or officer of the Company or any of its subsidiaries, which we refer to as an indemnified party, against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the indemnified party is or was an officer, director, manager, employee or agent of the Company or any of its subsidiaries or, while an officer, director or manager of the Company or any of its subsidiaries, is or was serving at the request of the Company or one of its subsidiaries as an officer, director, manager, employee or agent of another person, in each case in respect of acts or omissions occurring or alleged to have occurred at or prior to the effective time, whether asserted or claimed prior to, at or after the effective time, to the fullest extent permitted by law. The indemnification

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agreements with the Company's directors and officers that survive the merger will continue in full force and effect in accordance with their terms.

For six years following the effective time of the merger, Parent and the surviving corporation have agreed to maintain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of individuals who, at the effective time of the merger, were current or former directors and officers of the Company and its subsidiaries as contained in the certificate of incorporation and bylaws of the Company in effect on the date of the merger agreement.

Parent has also agreed to cause the surviving corporation to either:

- maintain in effect for six years from the effective time of the merger the Company's existing directors' and officers' liability insurance policy with respect to matters existing or occurring at or prior to the effective time of the merger (including the transactions contemplated by the merger agreement), so long as the annual premiums would not exceed more than 300% of the last annual premium paid prior to the effective time of the merger for the Company's directors' and officers' liability insurance policy, which we refer to as the maximum premium; or

- purchase a "tail" policy and maintain such "tail" policy in full force and effect for six years from the effective time of the merger.

Notwithstanding the foregoing, the Company may, prior to the effective time of the merger, elect to purchase its own "tail" policy, as long as the Company does not pay more than six times the maximum premium for such "tail" policy.

For a more detailed description of these provisions of the merger agreement, please see the section of this Information Statement entitled "*The Merger Agreement Additional Agreements of the Parties to the Merger Agreement Director and Officer Indemnification*" beginning on page 78.

Quantification of Payments and Benefits

In accordance with Item 402(t) of Regulation S-K, the table below shows the compensation that is based on or relates to the merger and could become payable to each of the Company's Chief Executive Officer, Chief Financial Officer and the two other most highly-compensated executive officers, based on the Company's most recent annual proxy statement, whom we refer to as "named executive officers." The compensation in the table below is referred to as "golden parachute" compensation by applicable SEC rules.

The table below describes the estimated potential payments to each of our named executive officers under the terms of their respective employment agreements as such agreements may have been amended from time to time, together with the value of the unvested Company restricted shares and Company performance share awards that would be accelerated in accordance with the terms of the merger agreement. The amounts shown in the table do not include the value of payments or benefits that would have been earned, or any amounts associated with equity awards that would vest pursuant to their terms, on or prior to the effective date of the merger or the value of payments or benefits that are not based on or otherwise related to the merger.

For purposes of calculating the potential payments set forth in the table below, we have assumed that (a) the merger became effective on, and the date of termination of employment of the named executive officer is, December 18, 2017; (b) the stock price is $23.00 per share, which is the per share merger consideration; and (c) no withholding taxes are applicable to any payments set forth in the table. The amounts shown in the table are estimates only, are based on assumptions and information available to date and have not been reduced to reflect any cutbacks that may be applied to avoid the application of an excise tax on "excess parachute payments" under Section 280G of the Code. The

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actual amounts that may be paid upon an individual's termination of employment can only be determined at the actual time of such termination.

Name	Cash($)(1)(2)	Equity($)(3)	Perquisites/Benefits($)(1)(4)	Total($)
Amy E. Miles	5,805,800	8,796,892	38,289	14,640,981
Gregory W. Dunn	2,840,400	3,413,574	37,834	6,291,808
Peter B. Brandow	2,145,000	2,519,506	37,412	4,701,918
David H. Ownby	2,406,938	2,803,467	37,653	5,248,058

(1) The Cash and Perquisites/Benefits amounts are calculated in connection with each named executive officer's employment agreement.

(2) The amount reported as cash severance payments payable following a termination without cause or for good reason within 3 months prior to or 12 months following a change of control are calculated under the employment agreement as follows: (i) in the case of Ms. Miles, two and a half times her annual base salary as in effect at the time of her termination, plus the actual bonus, pro-rated to the date of termination, that she would have received for the year of termination, plus two times her target bonus for year of her termination, and (ii) in the case of Messrs. Ownby, Dunn and Brandow, two times his annual base salary as in effect at the time of his termination, plus the actual bonus, pro-rated to the date of termination, that he would have received for the year of termination, plus one and one-half times his target bonus for the year of his termination. These amounts are "double trigger" in nature as they will only be payable following a qualifying termination of employment within a specified period before and after the effective time of the merger.

(3) The amount listed in this column represents, in accordance with the terms of the merger agreement, the payments in cancellation of (i) Company restricted shares held by each named executive officer, calculated as the product of (A) the merger consideration of $23.00 per share of Company common stock multiplied by (B) the number of Company shares being canceled and (ii) the sum of (1) the product of (A) the target number of shares of Company common stock then underlying such Company performance share award multiplied by (B) the merger consideration, and (2) dividends paid with respect to the target number of shares of Company common stock then underlying such Company performance share award from the grant date of such Company performance share award to the effective time. These amounts are "single-trigger" in nature, as the applicable equity awards will be canceled and exchanged for the merger consideration immediately upon the effective time of the merger, whether or not employment is terminated.

The number of Company restricted shares and Company performance share awards held by each named executive officer to be treated as described in this column are as follows:

Name	Number of Company Restricted Shares	Number of Company Performance Share Awards (at Target)
Amy E. Miles	171,338	196,144
Gregory W. Dunn	67,052	75,587
Peter B. Brandow	49,464	55,814
David H. Ownby	54,459	62,643

(4) These amounts represent the current estimated cost of medical, health and life insurance benefits for a period of 30 months, assuming continued participation in the plans in which the executive officers participated as of December 18, 2017. These benefits are "double-trigger" as they will only be payable in the event of a qualifying termination of employment within a specified period before and after the effective time of the merger. The table below sets forth the value of continued

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medical and health insurance benefits and the value of continued life insurance benefits for the 30-month period.

Name	Medical and health benefits continuation ($)	Life Insurance benefits continuation ($)
Amy E. Miles	35,439	2,850
Gregory W. Dunn	35,439	2,395
Peter B. Brandow	35,439	1,973
David H. Ownby	35,439	2,214

Material U.S. Federal Income Tax Consequences of the Merger

The following is a summary of the U.S. federal income tax consequences of the merger to "U.S. holders" and certain "non-U.S. holders" (both terms defined below) whose shares of our common stock are converted into the right to receive cash pursuant to the merger. This summary is for information purposes only and is not tax advice. It does not purport to consider all aspects of U.S. federal income taxation that might be relevant for holders of our common stock. This summary is based on the Code, the applicable U.S. Treasury regulations promulgated under the Code, published rulings by the Internal Revenue Service, which we refer to as the IRS, and judicial authorities and administrative decisions, all as in effect as of the date of this Information Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. This summary does not address the consequences of any proposed changes in applicable laws. Any change or differing interpretation could alter the tax consequences to the holders described herein. This summary is not binding on the IRS or a court, and there can be no assurance that the tax consequences described in this summary will not be challenged by the IRS or that they would be sustained by a court if so challenged. No ruling has been or will be sought from the IRS, and no opinion of counsel has been or will be rendered, as to the U.S. federal income tax consequences of the merger.

For purposes of this summary, the term "U.S. holder" means a beneficial owner of shares of our common stock that is, for U.S. federal income tax purposes:

an individual who is a citizen or resident of the United States;

a corporation (including any entity treated as a corporation) created or organized under the laws of the United States, any state thereof or the District of Columbia;

a trust that (a) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons or (b) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person; or

an estate the income of which is subject to U.S. federal income tax regardless of its source.

As used herein, a "non-U.S. holder" means a beneficial owner of shares of our common stock that is neither a U.S. holder nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner of a partnership holding our common stock should consult the partner's tax advisor regarding the U.S. federal income tax consequences of the merger to such partner.

This summary applies only to holders who hold shares of our common stock as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment), and does not address or consider all of the U.S. federal income tax consequences that may be applicable to holders of our common stock in light of their particular circumstances. For instance, this summary does not

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address the alternative minimum tax or the tax consequences to stockholders who validly exercise dissenters' rights under the DGCL. In addition, this summary does not address the U.S. federal income tax consequences of the merger to holders who are subject to special treatment under U.S. federal income tax rules, including, for example, banks and other financial institutions; insurance companies; securities dealers or broker-dealers; mutual funds; traders in securities who elect to use the mark-to-market method of accounting; tax-exempt investors; S corporations; holders classified as partnerships or other flow-through entities under the Code; U.S. expatriates; holders who hold their shares of our common stock as part of a hedge, straddle, conversion transaction, or other integrated investment or constructive sale transaction; holders whose functional currency is not the U.S. dollar; holders who acquired their shares of our common stock through the exercise of Company stock options or otherwise as compensation; and, except to the extent described below, holders who actually or constructively own 5% or more of the outstanding shares of our common stock. In addition, this summary does not address the impact of the Medicare contribution tax, any aspects of foreign, state, local, estate, gift, or other tax laws (or any U.S. federal tax laws other than those pertaining to income tax) that may be applicable to a particular holder in connection with the merger.

Further, this summary does not address any tax consequences of the merger to holders of Company restricted shares or performance shares whose Company restricted shares or Company performance shares are cancelled in exchange for cash pursuant to the merger. Such holders of Company restricted shares or Company performance shares should consult their tax advisors regarding the tax consequences of the merger to them. Moreover, this summary does not discuss any other matters relating to equity compensation or benefit plans (including our 401(k) plan).

U.S. Holders

A U.S. holder's receipt of the per share merger consideration in exchange for shares of our common stock will generally be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. holder whose shares of common stock are converted into the right to receive cash pursuant to the merger will recognize capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received (determined before deduction of any applicable withholding taxes) with respect to such shares and the U.S. holder's adjusted tax basis in such shares. A U.S. holder's adjusted tax basis will generally equal the price the U.S. holder paid for such shares. The amount of gain or loss must be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction) surrendered by the U.S. holder in the merger. Such gain or loss will generally be long-term capital gain or loss if the U.S. holder's holding period for such shares is more than 12 months at the effective time of the merger. Long-term capital gains recognized by individual and certain other non-corporate U.S. holders are generally taxed at preferential U.S. federal income tax rates. A U.S. holder's ability to deduct capital losses may be limited.

Non-U.S. Holders

Cash received in the merger by a non-U.S. holder generally will not be subject to U.S. withholding tax (other than potentially to backup withholding tax, as discussed below) and will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if an income tax treaty applies, is attributable to a United States permanent establishment or fixed base maintained by such non-U.S. holder), in which case the non-U.S. holder generally will be subject to tax on such gain in the same manner as if it were a U.S. holder, and, if the non-U.S. holder is a foreign corporation, such gain may also be subject to an additional branch profits tax at a rate of 30% or at such lower rate as may be specified by an applicable income tax treaty;

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the non-U.S. holder is an individual who was present in the United States for 183 days or more in the taxable year of the merger and certain other conditions are met, in which case the non-U.S. holder generally will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S.-source capital losses of the non-U.S. holder, if any; or

the Company was a "United States real property holding corporation," which we refer to as a USRPHC, within the meaning of Section 897(c)(2) of the Code for U.S. federal income tax purposes within the five years preceding the merger and the non-U.S. holder owned, actually or constructively, more than 5% of the Company common stock at any time during the five-year period preceding the merger. Generally, a corporation is a USRPHC if the fair market value of its "U.S. real property interests" equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurances in this regard, the Company does not believe it is, or has been during the five years preceding the merger, a USRPHC for U.S. federal income tax purposes.

Non-U.S. holders should consult their own tax advisors regarding the tax consequences to them of the merger.

Backup Withholding and Information Reporting

A U.S. holder may be subject to backup withholding on all payments to which such U.S. holder is entitled in connection with the merger, unless the U.S. holder provides its correct taxpayer identification number and complies with applicable certification procedures or otherwise establishes an exemption from backup withholding. In addition, if the paying agent is not provided with a U.S. holder's correct taxpayer identification number or other adequate basis for exemption, the U.S. holder may be subject to certain penalties imposed by the IRS. Each U.S. holder should complete and sign the IRS Form W-9 included as part of the letter of transmittal and timely return it to the paying agent in order to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the paying agent.

Certain non-U.S. holders may also be subject to backup withholding unless they establish an exemption from backup withholding in a manner satisfactory to the paying agent (such as by completing and signing an appropriate IRS Form W-8) and otherwise comply with the backup withholding rules. Non-U.S. holders should consult their own tax advisors regarding these matters.

Backup withholding is not an additional tax. Rather, any amounts withheld under the backup withholding rules will generally be allowable as a refund or credit against a holder's U.S. federal income tax liability, provided that certain required information is timely furnished to the IRS.

Payments made pursuant to the merger will also be subject to information reporting unless an exemption applies.

This summary is provided for information only and is not tax advice. The U.S. federal income tax consequences described above are not intended to constitute a complete description of all tax consequences relating to the merger. Because individual circumstances may differ, each stockholder should consult the stockholder's tax advisor regarding the applicability of the rules discussed above to the stockholder and the particular tax effects to the stockholder of the merger in light of such stockholder's particular circumstances and the application of state, local, foreign, estate, gift and other tax laws (or any U.S. federal tax laws other than those pertaining to income tax).

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Dividends

The Company currently pays regular quarterly cash dividends on its Class A common stock and Class B common stock. The Company most recently paid a cash dividend on its Class A common stock and Class B common stock on December 15, 2017 of $0.22 per share. In connection with the transactions contemplated by the merger agreement, the Company is entitled to continue to declare and pay such regular quarterly cash dividends on its Class A common stock and Class B common stock, with declaration, record and payment dates reasonably consistent with the Company's historical practices, and in an amount not to exceed $0.22 per share (subject to equitable adjustments pursuant to the merger agreement) including (i) its first quarter 2018 dividend on the earlier of March 15, 2018 or immediately prior to the closing and (ii) if the closing occurs after April 20, 2018, its second quarter 2018 dividend on the earlier of June 15, 2018 or immediately prior to closing.

Regulatory Approvals Required for the Merger

The merger is subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. Under the terms of the merger agreement, the merger cannot be consummated if any governmental entity of competent jurisdiction has enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which has the effect of making the merger illegal or otherwise prohibiting consummation of the merger.

For a description of Parent's and the Company's respective obligations under the merger agreement with respect to regulatory approvals, please see the section of this Information Statement entitled "*The Merger Agreement Additional Agreements of the Parties to the Merger Agreement Regulatory Matters*" beginning on page 77. As of December 19, 2017, both the Company and Parent had submitted their initial filings pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which triggered the commencement of the waiting period. Unless extended in connection with additional information requests, if any, or if early termination of the waiting period is granted by the applicable government entity, the waiting period will expire on January 18, 2018.

Delisting and Deregistration of the Company Common Stock

If the merger is consummated, the shares of Company common stock will be delisted from the New York Stock Exchange and deregistered under the Exchange Act, and shares of Company common stock will no longer be publicly traded.

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THE MERGER AGREEMENT

The following is a summary of the material terms and conditions of the merger agreement. The description in this section and elsewhere in this Information Statement is qualified in its entirety by reference to the complete text of the merger agreement, a copy of which is attached as Annex A and is incorporated by reference into this Information Statement. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. We encourage you to read the merger agreement carefully and in its entirety because it is the legal document that governs the merger.

Explanatory Note Regarding the Merger Agreement

The merger agreement is included to provide you with information regarding its terms. Factual disclosures about the Company contained in this Information Statement or in the Company's public reports filed with the SEC may supplement, update or modify the factual statements about the Company contained in the merger agreement. The representations, warranties and covenants made in the merger agreement by the Company, Parent, US Holdco and Merger Sub were qualified and subject to important limitations agreed to by the Company, Parent, US Holdco and Merger Sub in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances in which a party to the merger agreement may have the right not to consummate the merger if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the merger agreement, rather than establishing as facts the matters described therein. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC and in some cases were qualified by the matters contained in a disclosure schedule that the Company delivered to Parent in connection with the merger agreement, which we refer to as the Company Disclosure Schedule and which disclosures are not reflected in the merger agreement. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the merger agreement, and such subsequent developments or new information may not be included in this Information Statement.

The Merger

Upon the terms and subject to the conditions of the merger agreement, at the effective time of the merger, Merger Sub, a wholly owned subsidiary of US Holdco, will merge with and into the Company, with the Company continuing as the surviving corporation of the merger. As a result of the merger, the separate corporate existence of Merger Sub will cease, and the Company will become an indirect wholly owned subsidiary of Parent through Parent's wholly owned subsidiary US Holdco. We sometimes refer to the Company after the consummation of the merger as the surviving corporation. The certificate of incorporation and bylaws of the Company will be amended and restated in their entirety by virtue of the merger, to read as set forth on respective exhibits to the merger agreement. The directors of Merger Sub immediately prior to the effective time of the merger will be the initial directors of the surviving corporation. The officers of the Company immediately prior to the effective time of the merger will be the initial officers of the surviving corporation.

Closing and Effective Time of the Merger

The closing of the merger will occur as soon as practicable (but in any event no later than the third business day) following the satisfaction or waiver of all of the closing conditions set forth in the merger agreement or at such other date as the parties may agree in writing; provided that, Parent and

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US Holdco shall not be obligated to close the merger until 20 business days following the receipt of the Parent stockholders approval, as will be automatically extended if, and to the extent, Parent reasonably believes in good faith, based on advice of outside legal counsel and after consultation with the Company, that it is required to supplement the Parent Shareholders Circular and provide additional time for stockholders of Parent to consider the information in the supplement, provided that the duration of any such extension shall be the minimum number of business days which Parent reasonably believes in good faith, based on advice of outside legal counsel, is required by the listing rules or the prospectus rules to enable Parent to prepare and circulate such supplementary prospectus or circular to its stockholders. The merger will become effective upon the filing of a certificate of merger with the Delaware Secretary of State or at such subsequent time or date as Parent and the Company may agree and specify in the certificate of merger, which we refer to as the effective time. We intend to complete the merger as promptly as practicable, subject to satisfaction of the closing conditions. Although we currently expect to complete the merger during the first quarter of 2018, we cannot specify when or assure you that all conditions to the merger will be satisfied or waived.

Merger Consideration

At the effective time of the merger, each issued and outstanding share of Company common stock, other than (i) excluded shares and (ii) any dissenting shares, will be canceled and automatically converted into the right to receive the merger consideration.

The merger consideration will be adjusted to reflect fully the effect of any reclassification, stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company common stock), reorganization, recapitalization or other like change with respect to Company common stock occurring (or for which a record date is established) after the date of the merger agreement and prior to the effective time.

Any excluded shares will be canceled and no consideration will be paid for such excluded shares.

Any dissenting shares will be entitled to the rights granted by Section 262 of the DGCL (to the extent the holder of such dissenting shares does not fail to perfect, effectively withdraw or otherwise lose such holder's right to appraisal of such shares). These rights are discussed more fully under the section of this Information Statement entitled "*Appraisal Rights*" beginning on page 98.

Payment Procedures

At or prior to the effective time of the merger, Parent and US Holdco will enter into an agreement (in form and substance reasonably acceptable to the Company) with a paying agent for the merger, which we refer to as the paying agent, and US Holdco will cause to be deposited with the paying agent, for the benefit of the holders of shares of Company common stock outstanding immediately prior to the effective time of the merger (other than dissenting shares), cash in an amount sufficient to pay the aggregate merger consideration, which we refer to as the payment fund. The payment fund may not be used for any purpose other than to fund payments to stockholders pursuant to the merger agreement. The payment fund will be invested by the paying agent as directed by US Holdco, except that these investments must be in obligations of or guaranteed by the United States, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $10 billion (based on the most recent financial statements of such bank which are then publicly available). No gain or loss on the payment fund will affect the amounts payable under the merger agreement and US Holdco must take all actions necessary to ensure that the payment fund includes at all times cash sufficient to satisfy US Holdco's obligation to pay the aggregate merger consideration under the merger agreement. Any interest and other income resulting from these investments (net of any losses) will be paid to US

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Holdco or the surviving corporation upon termination of the payment fund in accordance with the merger agreement. In the event the payment fund is diminished below the level required for the paying agent to make prompt cash payments as required under the merger agreement, US Holdco must, or must cause the surviving corporation to, immediately deposit additional cash into the payment fund equal to the deficiency in the amount required to make such payments.

Within two business days after the effective time, Parent will cause the paying agent to mail to each holder of record of a certificate representing shares of Company common stock, which we refer to as a certificate, a letter of transmittal and instructions for use in effecting the surrender of such certificate in exchange for the merger consideration payable with respect thereto. Upon surrender of a certificate to the paying agent for cancellation along with a duly completed and validly executed letter of transmittal and such other documents as may be required by the paying agent, the holder of such certificate will be entitled to receive in exchange therefor, and the surviving corporation or US Holdco shall cause the paying agent to pay and deliver as promptly as reasonably practical, a cash amount in immediately available funds equal to the number of shares of Company common stock formerly represented by such certificate multiplied by the merger consideration, and the certificate so surrendered shall forthwith be cancelled.

Any holder of uncertificated shares that immediately prior to the effective time represented shares of Company common stock, which we refer to as uncertificated shares, will not be required to take any action, including delivery of a certificate or an executed letter of transmittal, to receive the merger consideration that such holder is entitled to receive pursuant to the merger agreement, and the surviving corporation or US Holdco shall cause the paying agent to pay and deliver as promptly as practicable after the effective time, the merger consideration in respect of such uncertificated share, and such uncertificated share shall forthwith be cancelled.

No interest will be paid or accrued on the cash payable upon the surrender of certificates or uncertificated shares. In the event of a transfer of ownership of a certificate or uncertificated shares which is not registered in the transfer records of the Company, the merger consideration with respect thereto may be paid to a person other than the person in whose name the certificate or uncertificated shares is registered, if, in the case of a certificate, such certificate is presented to the paying agent, and in each case the transferor provides to paying agent (i) all documents required to evidence and effect such transfer and (ii) evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by the merger agreement, each certificate and all uncertificated share (other than certificates or uncertificated shares representing dissenting shares) will be deemed at any time after the effective time to represent only the right to receive upon such surrender the merger consideration as contemplated by the merger agreement.

All merger consideration paid upon the surrender of certificates and cancellation of uncertificated shares in accordance with the terms of the merger agreement will be deemed to have been paid in satisfaction of all rights pertaining to the shares of Company common stock formerly represented by such certificates and uncertificated shares, and from and after the effective time there will be no further registration of transfers on the stock transfer books of the surviving corporation of the shares of Company common stock which were outstanding immediately prior to the effective time. If, after the effective time, certificates or uncertificated shares are presented to the surviving corporation or the paying agent for any reason, they will be cancelled and exchanged as provided in the merger agreement.

Any portion of the payment fund that remains undistributed to the holders of certificates and uncertificated shares for one year after the effective time (including all interest and other income received by the paying agent in respect of all funds made available to it) will be delivered to US Holdco, upon demand, and any holder of a certificate or uncertificated shares who has not previously complied with the merger agreement will be entitled to receive only from US Holdco or the surviving

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corporation (subject to abandoned property, escheat and other similar laws) payment of its claim for merger consideration, without interest.

To the extent permitted by applicable law, none of Parent, US Holdco, Merger Sub, the Company, the surviving corporation or the paying agent will be liable to any holder of shares of Company common stock for any amount required to be delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

If any certificate has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, and, if reasonably required by the paying agent, the posting by such person of a bond in such reasonable and customary amount as the paying agent (or, if subsequent to the termination of the payment fund, US Holdco or the surviving corporation) may determine is reasonably necessary, as indemnity against any claim that may be made against it with respect to such certificate, the paying agent (or if subsequent to the termination of the payment fund, US Holdco) will pay, in exchange for such lost, stolen or destroyed certificate, the merger consideration to be paid in respect of the shares of Company common stock formerly represented thereby pursuant to the merger agreement.

You should not send your certificates (if any) to the paying agent until you have received transmittal materials from the paying agent.

Appraisal Rights

Dissenting shares, will not be converted into or represent the right to receive the merger consideration in accordance with the merger agreement. Holders of dissenting shares will be entitled to have their shares appraised by the Delaware Court of Chancery and to receive in lieu of the merger consideration payment in cash of the amount determined by the Delaware Court of Chancery to be the "fair value" of the shares of Company common stock as of the effective time of the merger. These rights are discussed more fully under the section of this Information Statement entitled "*Appraisal Rights*" beginning on page 98.

If any dissenting shares lose their status as such (by the holder thereof effectively withdrawing, failing to perfect or otherwise losing such holder's appraisal rights under the DGCL with respect to such shares), then, as of the later of the effective time or the date of loss of such status, such shares will be deemed to have been converted as of the effective time into the right to receive the merger consideration in accordance with the merger agreement, without interest, and will not thereafter be deemed to be dissenting shares.

The Company must give Parent: (i) prompt notice of any written demand for appraisal received by the Company prior to the effective time pursuant to the DGCL, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the effective time pursuant to the DGCL that relates to such demand; and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demand, notice or instrument. The Company may not make any payment or settlement offer prior to the effective time with respect to any such demand, notice or instrument unless Parent has given its written consent to such payment or settlement offer.

Treatment of Company Stock Plans

Effective as of immediately prior to the effective time of the merger, each Company restricted share that is then outstanding and unvested will automatically become fully vested and the restrictions thereon will lapse, and will be automatically canceled and converted into the right to receive from the surviving corporation the merger consideration, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (i) the holder of such

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Company restricted share's compliance with any written instructions provided to such person by the Company and (ii) the effective time of the merger.

Effective as of immediately prior to the effective time of the merger, each Company performance share award that is then outstanding and unvested will vest with respect to the target number of shares of Company common stock that could be earned thereunder and will automatically be canceled and converted into the right to receive from the surviving corporation an amount of cash equal to the sum of (i) the product of (A) the target number of shares of Company common stock then underlying such Company performance share award multiplied by (B) the merger consideration, and (ii) dividends paid with respect to the target number of shares of Company common stock then underlying such Company performance share award from the grant date of such Company performance share award to the effective time, with such amount payable promptly after the closing of the merger and in any event, no later than seven business days after the later of (x) the holder of such Company performance share award's compliance with any written instructions provided to such person by the Company and (y) the effective time of the merger.

The Company will take all actions necessary to terminate the 2002 plan effective as of immediately prior to the effective time of the merger, and to provide that following the effective time of the merger, no participant in the 2002 plan will have any right under such plan other than the right to receive the payments in accordance with the terms of the merger agreement.

Representations and Warranties

In the merger agreement, the Company made representations and warranties to Parent, US Holdco and Merger Sub, including those relating to:

- the Company's corporate organization, standing and power;
- the Company's capitalization;
- the Company's subsidiaries;
- the Company's authorization to execute, deliver and perform the merger agreement (including approval of the Board and direction to submit the merger agreement to the Company stockholders for their adoption and recommendation of adoption by the Company stockholders) and the enforceability of the merger agreement;
- the absence of conflicts with, or violations of, the Company's organizational documents, applicable laws, contracts or permits, in each case as a result of the Company's execution of the merger agreement or consummation of the merger, and the absence of certain governmental filings and consents in connection with the merger;
- documents filed or furnished by the Company with the SEC, the accuracy and completeness of the financial statements and other information contained therein; this Information Statement; the Company's compliance with the Sarbanes-Oxley Act of 2002, as amended, and the Company's disclosure controls and procedures;
- the information provided by the Company in writing for inclusion in the Parent Shareholders Circular to be sent to stockholders of Parent;
- the absence of certain undisclosed liabilities;
- the absence of a Company Material Adverse Effect (as defined below in the section entitled " *Definition of Company Material Adverse Effect*") and the absence of certain other changes or events involving the Company, in each case from September 30, 2017 until the date of the merger agreement;

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the Company's filing of tax returns, payment of taxes and other tax matters;

the Company's leased and owned real property;

the Company's intellectual property;

the Company's information technology;

the Company's material contracts;

the absence of pending or threatened litigation, investigations, judgments or orders involving the Company;

environmental matters with respect to the Company's operations;

the Company's employee benefit plans, matters relating to the Employee Retirement Income Security Act of 1974, as amended, and other matters concerning employee benefits and employment agreements;

the Company's compliance with laws, including the U.S. Foreign Corrupt Practices Act of 1977;

the Company's possession of and compliance with permits, licenses and franchises to conduct its business;

the Company's employees and other labor matters;

the receipt by the Board of an opinion from Morgan Stanley of the fairness, from a financial point of view, of the merger consideration to holders of the Company common stock;

the inapplicability to the merger of the restrictions set forth in Section 203 of the DGCL;

the absence of undisclosed obligations to brokers and investment bankers; and

acknowledgment by the Company of the absence of representations and warranties by Parent, US Holdco and Merger Sub not set forth in the merger agreement.

In the merger agreement, Parent, US Holdco and Merger Sub made representations and warranties to the Company, including those relating to:

Parent's, US Holdco's and Merger Sub's corporate organization, standing and power;

Parent's, US Holdco's and Merger Sub's authorization, execution, delivery, performance and the enforceability of the merger agreement;

the absence of conflicts with, or violations of, Parent's, US Holdco's and Merger Sub's organizational documents, applicable laws, contracts or permits, in each case as a result of their execution of the merger agreement or consummation of the merger;

the absence of certain governmental filings and consents in connection with the merger;

the accuracy and completeness of the Parent Shareholders Circular;

the information provided by Parent in writing for inclusion in this Information Statement;

the operations of US Holdco and Merger Sub;

the execution, delivery and enforceability of the debt commitment letter and the underwriting agreement, the absence of any breach or default under the debt commitment letter and the underwriting agreement, and the absence of obtaining funds as a condition to Parent, US Holdco or Merger Sub's obligation under the merger agreement;

the solvency of Parent, US Holdco and the surviving corporation as of the effective time and immediately after consummation of the transactions contemplated by the merger agreement;

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the absence of pending or threatened litigation, investigations, judgments or orders involving Parent or any of its subsidiaries;

the disclosure to the Company of all agreements and understandings between Parent, US Holdco, Merger Sub or any of their respective affiliates and any member of the Board or of management of the Company;

the absence of any agreements or understandings pursuant to which any stockholder of the Company would be entitled to receive consideration of a different amount or nature other than the merger consideration or be obligated to vote the merger agreement or approve the merger agreement against a superior proposal;

subject to certain exceptions, the absence of obligations to brokers and investment bankers for which the Company or any of its subsidiaries would have any obligations or liabilities prior to the effective time; and

acknowledgment by Parent, US Holdco and Merger Sub of the absence of representations and warranties by the Company not set forth in the merger agreement.

Definition of Company Material Adverse Effect

Several of the representations and warranties made by the Company in the merger agreement and certain conditions to the performance by Parent, US Holdco and Merger Sub of their obligations under the merger agreement are qualified by reference to whether the item in question would have a "Company Material Adverse Effect." The merger agreement provides that a "Company Material Adverse Effect" means any effect, event, development, circumstance or change that is materially adverse to the assets, business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole. However, no effect, event, development, circumstances or change, individually or in the aggregate, directly or indirectly resulting from, arising out of or attributable to any of the following will be deemed to be or constitute a "Company Material Adverse Effect":

general economic conditions (or changes in such conditions) or conditions in the global economy generally;

conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets;

conditions (or changes in such conditions) in the industries in which the Company and its subsidiaries conduct business;

random acts of violence, political conditions (or changes in such conditions) or acts of war, sabotage or terrorism;

earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events;

the announcement of the merger agreement or the pendency or consummation of the transactions contemplated by the merger agreement, including (i) the identity of Parent, (ii) the loss or departure of officers or other employees of the Company or any of its subsidiaries directly resulting from, arising out of or directly attributable to the transactions contemplated by the merger agreement and (iii) the termination of, or failure to renew or enter into, any contracts with customers, suppliers, licensors, distributors or other business partners, whether as a direct or indirect result of the loss or departure of officers or employees of the Company or otherwise, resulting from, arising out of or directly attributable to the transactions contemplated by the merger agreement;

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any action taken or failure to take action, in each case, to which Parent has approved, consented or requested; or the taking of any action required by, or the failure to take any action prohibited by, the merger agreement;

changes in law or other legal or regulatory conditions (or the interpretation thereof) or changes in GAAP, IFRS or other accounting standards (or the interpretation thereof);

any fees or expenses incurred in connection with the transactions contemplated by the merger agreement;

changes in the Company's stock price or the trading volume of the Company's stock, or any failure by the Company to meet any public estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period, or any failure by the Company or any of its subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (but not, in each case, the underlying cause of such changes or failures, unless such changes or failures would otherwise be excepted from this definition); and

any legal proceedings made or brought by any of the current or former stockholders of the Company (on their own behalf or on behalf of the Company) against the Company, Merger Sub, US Holdco, Parent or any of their directors or officers arising out of the merger or in connection with any other transactions contemplated by the merger agreement.

Definition of Parent Material Adverse Effect

Certain of the representations and warranties made by Parent, US Holdco and Merger Sub in the merger agreement and certain conditions to the performance of the Company's obligations under the merger agreement are qualified by reference to whether the item in question would have a "Parent Material Adverse Effect." The merger agreement provides that a "Parent Material Adverse Effect" means any event, development, circumstance or change that would reasonably be expected to prevent, or materially impair or delay, the ability of Parent, US Holdco or Merger Sub to consummate the merger or any of the other transactions contemplated by the merger agreement or otherwise perform any of its obligations under the merger agreement in any material respect.

Covenants Relating to the Conduct of the Company's Business

Except as otherwise contemplated or required by the merger agreement, as required by applicable law, as set forth in the Company Disclosure Schedule, or with Parent's prior written consent, during the period beginning on the date of the merger agreement and ending at the earlier to occur of the effective time of the merger or the termination of the merger agreement, the Company and its subsidiaries will use commercially reasonable efforts to act and carry on its business in the ordinary course of business and to use commercially reasonable efforts to maintain and preserve intact its business organization and any advantageous business relationships with persons having material business dealings with the Company. Furthermore, except as otherwise contemplated or required by the merger agreement, as required by applicable law or set forth in the Company Disclosure Schedule, or with Parent's prior written consent, until the earlier to occur of the effective time of the merger and the termination of the merger agreement, the Company will not, and will not permit any of its subsidiaries to, do any of the following:

declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock (other than (A) regular quarterly cash dividends payable by the Company in respect of shares of Company common stock, which in all instances shall include, for the avoidance of doubt, shares of Company common stock underlying outstanding Company Restricted Shares or Company Performance Share Awards, in an amount not exceeding $0.22

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per share of Company common stock for each quarterly dividend (subject to equitable adjustment), with declaration, record and payment dates reasonably consistent with the Company's historical practice over the past twelve months, including (i) its first quarter 2018 dividend on the earlier of March 15, 2018 or immediately prior to the closing and (ii) if the closing occurs after April 20, 2018, its second quarter 2018 dividend on the earlier of June 15, 2018 or immediately prior to closing or (B) dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent);

split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or any of its other securities;

purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, subject to certain exceptions;

issue, deliver, sell, grant, pledge or otherwise dispose of or subject to any lien any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, subject to certain exceptions;

amend the Company's certificate of incorporation, bylaws or other comparable charter or organizational documents;

acquire in any manner any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof for consideration in excess of $60 million;

acquire any assets that are material, in the aggregate, to the Company and its subsidiaries, taken as a whole, except purchases of inventory and raw materials in the ordinary course of business, provided that the Company must give Parent notice of any such acquisition that is individually in excess of $20 million and give due consideration to any views of Parent with respect to such acquisition;

sell, lease, license, pledge, encumber or otherwise transfer or dispose of or subject to any lien (subject to certain permitted liens) any material properties or any material assets of the Company or any of its subsidiaries, taken as a whole, other than to the Company or one of its wholly owned subsidiaries in the ordinary course of business;

incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, subject to certain exceptions;

adopt a plan of complete or partial liquidation, dissolution, recapitalization, restructuring or other reorganization;

make any capital expenditures or other expenditures with respect to property, plant or equipment (excluding operating leases) in excess of $5,000,000 per month in the aggregate for the Company and its subsidiaries, taken as a whole, other than as included in the Company's 2018 budget for capital expenditures previously made available to Parent, provided that, starting on January 5, 2018 and for each month thereafter, such $5,000,000 monthly cap shall be increased by the amount equal to the difference between, for the previous month, (i) $5,000,0000 (as may be increased pursuant to this proviso) and (ii) the amount of capital expenditures or other expenditures with respect to property, plant or equipment (excluding operating leases) actually made during such previous month;

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make any material changes in accounting methods, principles or practices, except insofar as may be required by a change in GAAP;

except in the ordinary course of business, make or change any material tax election, change any annual tax accounting period, adopt or change any material method of tax accounting, amend any material tax returns or file claims for material tax refunds, enter into any material closing agreement, settle any material tax claim, audit or assessment, surrender any right to claim a material tax refund, offset or other reduction in tax liability or take any material position on any tax return filed on or after the date of the merger agreement or adopt any material accounting method that is inconsistent with elections made, positions taken or methods used in preparing or filing similar tax returns in prior period;

subject to certain exceptions, adopt, enter into, terminate or materially amend any employment, severance or similar agreement or material benefit plan, for the benefit or welfare of any current or former director or executive officer (with certain exceptions) or any collective bargaining or similar agreement (unless required by applicable law);

increase the compensation or benefits of, or pay any bonus to, any employee (with certain exceptions including, for some employees with respect to annual increases in salaries and bonuses in the ordinary course or in connection with new hires or promotions);

accelerate the payment, right to payment or vesting of any material compensation or benefits, including any outstanding restricted stock awards, or performance shares;

grant any stock options, restricted stock awards, stock appreciation rights, stock based or stock related awards, performance units or restricted stock (with certain exceptions);

hire, terminate or promote any employee (with certain exceptions);

except in the ordinary course of business, enter into any new line of business or enter into any contract that materially restricts the Company, any of its subsidiaries or any of their respective affiliates from engaging or competing in any line of business or in any geographic area, or which would so restrict the Company or Parent or any of their respective affiliates following the effective time of the merger;

except in the ordinary course of business, enter into certain material contracts, provided that the Company will give Parent prior notice before entering into material contracts which include certain exclusivity provisions;

except in the ordinary course of business, terminate certain material contracts, except as a result of a material breach or a material default by the counterparty thereto or as a result of the expiration of such contract in accordance with its terms as in effect on the date of the merger agreement;

except in the ordinary course of business, amend or modify in a manner that is materially adverse to the Company and its subsidiaries, taken as a whole, certain material contracts;

except in the ordinary course of business, waive any material right under certain material contracts;

settle, pay, discharge or satisfy any claim, action, arbitration, suit, proceeding or investigation against the Company or any of its subsidiaries (subject to certain exceptions);

fail to maintain in full force and effect material insurance policies or comparable replacement policies of the Company or any of its subsidiaries and their respective properties, businesses, assets and operations in a form and amount consistent with past practice (subject to certain exceptions); or

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authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

Covenants Relating to the Conduct of Parent's, US Holdco's and Merger Sub's Business

During the period beginning on the date of the merger agreement and ending at the earlier to occur of the effective time of the merger or the termination of the merger agreement, (i) Parent, US Holdco and Merger Sub may not, directly or indirectly, without the prior written consent of the Company, take or cause to be taken any action that could be expected to materially delay, impair or prevent the consummation of the transactions contemplated by the merger agreement, or propose, announce an intention or enter into any agreement to take any such action, and (ii) neither US Holdco nor Merger Sub may engage in any activity of any nature except for activities related to or in furtherance of the merger and the other transactions contemplated by the merger agreement. Furthermore, except with the Company's prior written consent, until the earlier to occur of the effective time of the merger and the termination of the merger agreement, Parent will not, and will not permit any of its subsidiaries to, do any of the following if such action would reasonably be expected to prevent or materially delay or impair the ability of Parent, US Holdco or Merger Sub to consummate the merger or the transactions contemplated by the merger agreement:

declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock (other than regular quarterly cash dividends payable by Parent in respect of its ordinary shares and dividends and distributions by a direct or indirect wholly owned subsidiary of Parent to its parent);

purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, subject to certain exceptions;

acquire in any manner any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof for consideration in excess of $60 million;

acquire any assets that are material, in the aggregate, to Parent and its subsidiaries, taken as a whole, except purchases of inventory and raw materials in the ordinary course of business;

incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, subject to certain exceptions;

adopt a plan of complete or partial liquidation, dissolution, recapitalization, restructuring or other reorganization; or

authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation

Go-Shop Period

During the go-shop period, which is the period beginning on December 5, 2017, the day the merger agreement was executed, until midnight (New York time) on January 22, 2018, the Company and its subsidiaries and their respective officers, directors, employees, investment bankers, attorneys and other advisors or representatives, which we refer to collectively as the representatives, may, directly or indirectly:

solicit or initiate acquisition proposals (or inquiries, proposals or offers that may reasonably be expected to lead to an acquisition proposal), including by way of providing access to non-public

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information pursuant to a confidentiality agreement with provisions substantially comparable to those contained in the confidentiality agreement between Parent and the Company, subject to certain exceptions, which we refer to as an acceptable confidentiality agreement; provided that the Company provides to Parent any material non-public information of the Company that is so provided that was not previously made available to Parent;

enter into, continue or otherwise participate in discussions or negotiations with respect to acquisition proposals and otherwise cooperate with or assist or participate in, or facilitate any such inquiries, proposals, offers, efforts, discussions or negotiations, but without sharing any material non-public information unless the party has executed and delivered to the Company an acceptable confidentiality agreement.

An "acquisition proposal" means any:

proposal, offer or indication of interest for a merger, consolidation, dissolution, recapitalization, share exchange, tender offer or other business combination involving the Company and its subsidiaries (other than (i) mergers, consolidations, recapitalizations, share exchanges or other business combinations involving solely the Company and/or one or more subsidiaries of the Company and (ii) mergers, consolidations, recapitalizations, share exchanges, tender offers or other business combinations that if consummated would result in the holders of the outstanding shares of Company common stock immediately prior to such transaction owning more than 80% of the equity securities of the Company, or any successor or acquiring entity, immediately thereafter);

proposal, offer or indication of interest for the issuance by the Company of 20% or more of its equity securities; or

proposal, offer or indication of interest to acquire in any manner, directly or indirectly, 20% or more of the equity securities or consolidated total assets of the Company and its subsidiaries, or assets of the Company and its subsidiaries representing 20% or more of the consolidated net revenues or consolidated net income of the Company and its subsidiaries;

in each case other than the transactions contemplated by the merger agreement or any other transaction involving Parent and the Company.

Following the expiration of the go-shop period, the Company must, within two business days of the expiration of the go-shop period, advise Parent in writing of the identity of each person, which we refer to as a qualified person, from whom the Company has received a written acquisition proposal after the date of the merger agreement and prior to the expiration of the go-shop period that the Board determines in good faith (after consultation with its financial advisors and legal counsel) constitutes or would reasonably be expected to lead to a superior proposal and must provide copies of certain documents related to the acquisition proposal and provide a summary of the material terms of the acquisition proposal received from each qualified person that was not made in writing.

A "superior proposal" means any bona fide written acquisition proposal to acquire more than 50% of the equity securities or consolidated total assets of the Company and its subsidiaries, or assets of the Company and its subsidiaries representing 50% or more of the consolidated net revenues or consolidated net income of the Company and its subsidiaries, on terms which the Board determines in its good faith judgment (after consultation with its financial and legal advisors) to be more favorable, if consummated, to the holders of Company common stock, taking into account relevant factors (including the legal, financial and regulatory aspects of such proposal) than the merger agreement (including any revisions to the terms of the merger agreement) and is reasonably capable of being consummated in accordance with the terms proposed.

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No Solicitation or Negotiation

Subject to certain exceptions, immediately following the expiration of the go-shop period, the Company, its subsidiaries and their representatives must immediately cease any solicitation, encouragement, discussions or negotiations with respect to an acquisition proposal. Furthermore, following the expiration of the go-shop period, none of the Company, any of its subsidiaries or their respective representatives may:

- solicit, initiate or knowingly facilitate or encourage any inquiries regarding, or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, any acquisition proposal;
- enter into, continue or otherwise participate in any discussions or negotiations regarding any acquisition proposal, or furnish to any person any non-public information of the Company or access to its properties, books, records or personnel for the purpose of encouraging or facilitating, any acquisition proposal; or
- grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its subsidiaries.

However, subject to compliance with the merger agreement and for so long as a person is considered a qualified person, at any time prior to receipt of the Company stockholder approval the Company may continue to:

- furnish information (including non-public information) with respect to the Company and its subsidiaries to any qualified person pursuant to an acceptable confidentiality agreement;
- engage or otherwise participate in discussions or negotiations (including solicitation of revised acquisition proposals) with any qualified person regarding any acquisition proposal; or
- amend, or grant a waiver or release under, any standstill or similar agreement with respect to any Company common stock with any qualified person for the purposes of presenting a proposal to the Board for consideration and negotiating thereafter with the Board.

Acquisition Proposal After the Go-Shop Period

If at any time on or after the expiration of the go-shop period but prior to receipt of the Company stockholder approval, the Company, its subsidiaries or any of their representatives receives an acquisition proposal from any person that does not arise out of a material breach of the merger agreement, the Company, its subsidiaries and their representatives may contact such person to clarify the terms and conditions of such acquisition proposal and, if the Board determines in good faith (after consultation with its financial advisors and legal counsel) that such acquisition proposal constitutes, or may reasonably be expected to lead to, a superior proposal, and that the failure to take the actions set forth below would be inconsistent with its fiduciary duties under applicable law, then the Company, its subsidiaries, and their representatives may:

- furnish information (including non-public information) with respect to the Company and its subsidiaries to the person who made such acquisition proposal (pursuant to an acceptable confidentiality agreement);
- engage in or otherwise participate in discussions or negotiations (including solicitation of revised acquisition proposals) with the person who made such acquisition proposal; and
- amend, or grant a waiver or release under, any standstill or similar agreement with respect to any Company common stock with any such person who made such acquisition proposal for purposes of presenting a proposal to the Board for consideration and negotiating thereafter with the Board.

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Following the expiration of the go-shop period, the Company must within two business days advise Parent in writing of the receipt of any acquisition proposal after the expiration of the go-shop period and must provide the identity of the person making the acquisition proposal, a summary of the material terms of the acquisition proposal received and copies of certain documents related to the acquisition proposal. The Company must also advise Parent within two business days of any material written change to the terms and conditions of any acquisition proposal and provide any revised copies of certain documents related to the acquisition proposal.

Restrictions on Changes of Recommendation to Company Stockholders

Under the merger agreement, the Board must submit the merger agreement to the Company stockholders for adoption and must recommend that the Company stockholders adopt the merger agreement, which we refer to as the Company Board recommendation. Except as set forth below, prior to the earlier of the effective time of the merger and the termination of the merger agreement:

- The Board may not withhold, withdraw or modify, or publicly propose to withhold, withdraw or modify in a manner adverse to Parent, the Company Board recommendation, which we refer to as a Company Board recommendation change;
- the Company may not enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar agreement providing for the consummation of a transaction contemplated by any acquisition proposal (other than an acceptable confidentiality agreement); and
- the Board may not adopt, approve or recommend, or publicly propose to adopt, approve or recommend, any acquisition proposal.

However, prior to receipt of the Company stockholder approval, the Board may, in response to a superior proposal, either effect a Company Board recommendation change or cause the Company to terminate the merger agreement to enter into a definitive agreement with respect to such superior proposal, in each case if and only if:

- the Board has determined in good faith (after consultation with the Company's financial advisors and outside legal counsel) that the failure to do so would be inconsistent with its fiduciary duties under applicable law;
- such acquisition proposal is not the result of a material breach of the merger agreement;
- the Company has notified Parent in writing that it has received a superior proposal and intends to enter into a definitive agreement or effect a Company Board recommendation change relating to such superior proposal, specifying the material terms and conditions of the superior proposal, including copies of certain documents related to the superior proposal and the identity of the person making the acquisition proposal, which we refer to as a superior proposal notice;
- if requested by Parent, the Company has engaged in good faith negotiations with Parent and its representatives during the four business day period immediately following delivery of the superior proposal notice, which we refer to as the superior proposal notice period, with respect to Parent's proposed adjustments to the terms and conditions of the merger agreement so that such acquisition proposal would cease to constitute a superior proposal, provided that any material revision or amendment to the terms and conditions of such superior proposal (including any revision to the amount, form or mix of consideration) will be deemed to constitute a new superior proposal and shall require a new superior proposal notice, (except that the superior proposal notice period with respect to such new superior proposal will be two business days instead of four business days) immediately following delivery of the new superior proposal notice; and

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at the end of such superior proposal notice period, the Board has determined in good faith (after consultation with its financial advisors and legal counsel), after considering any modified terms and conditions proposed by or on behalf of Parent, that such initial or revised (as applicable) superior proposal continues to constitute a superior proposal and that the failure to take such action would be inconsistent with its fiduciary duties under applicable law.

Further, other than in connection with an acquisition proposal that constitutes a superior proposal, the Board may effect a Company Board recommendation change in response to an intervening event if:

the Board has determined in good faith (after consultation with its financial advisors and legal counsel) that the failure to effect a Company Board recommendation change would be inconsistent with its fiduciary duties under applicable law,

the Company has notified Parent in writing at least four business days before effecting a Company Board recommendation change that it intends to effect a Company Board recommendation change in response to an intervening event, describing in reasonable detail the underlying facts giving rise to, and the reasons for making, such Company Board recommendation change, which we refer to as a recommendation change notice;

if requested by Parent, the Company has engaged in good faith negotiations with Parent and its representatives during the four business day period immediately following delivery by the Company to Parent of such recommendation change notice with respect to adjustments to the terms and conditions of the merger agreement proposed by Parent to obviate the need for a Company Board recommendation change, and

if Parent delivered to the Company a written, binding offer to alter the terms or conditions of the merger agreement during such four business day period, the Board has determined in good faith (after consultation with its financial advisors and legal counsel), after considering the modifications to the merger agreement proposed by Parent, that the failure to effect a Company Board recommendation change would still be inconsistent with its fiduciary duties under applicable law.

An "intervening event" is any positive event, development, circumstance, change, effect, condition or occurrence that (i) as of December 5, 2017 was not known to the Board, or the consequences of which (based on facts known to the members of the Board as of the date of December 5, 2017) were not reasonably known or understood as of the date of December 5, 2017; and (ii) does not relate to an acquisition proposal.

Parent Non-Solicitation; Change of Parent Board Recommendation

No Solicitation or Negotiation

Until the earlier of the effective time of the merger and the termination of the merger agreement, Parent and its subsidiaries will not, and Parent will use reasonable efforts to cause its representatives not to, and will use reasonable efforts to cause its and its subsidiaries' other representatives not to, directly or indirectly:

solicit, initiate or knowingly facilitate or encourage any inquiries regarding, or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, any Parent acquisition proposal;

enter into, continue or otherwise participate in any discussions or negotiations regarding any Parent acquisition proposal, or furnish to any person any non-public information of Parent or access to its properties, books, records or personnel for the purpose of encouraging or facilitating, any Parent acquisition proposal (subject to certain exceptions); or

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grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of Parent or any of its subsidiaries.

However, if at any time prior to receipt of the Parent stockholder approval, Parent, its subsidiaries or any of their representatives receives a Parent acquisition proposal from any person that does not arise out of a material breach of the merger agreement, (i) Parent, its subsidiaries and their representatives may contact such person to clarify the terms and conditions thereof and (ii) if the Parent Board, or any committee thereof, determines in good faith (1) after consultation with its financial advisors and legal counsel that such Parent acquisition proposal constitutes, or may reasonably be expected to lead to, a Parent superior proposal, and (2) after consultation with legal counsel, that the failure to take the following actions with respect to such Parent acquisition proposal would be inconsistent with its fiduciary duties under applicable law, then Parent, its subsidiaries, and their representatives may:

furnish information (including non-public information) with respect to Parent and its subsidiaries to the person who has made such Parent acquisition proposal (pursuant to an acceptable confidentiality agreement);

engage in or otherwise participate in discussions or negotiations (including solicitation of revised Parent acquisition proposals) with the person making such Parent acquisition proposal; and

amend, or grant a waiver or release under, any standstill or similar agreement with respect to any Parent capital stock with any such person who has made such Parent acquisition proposal for purposes of presenting a proposal to the Parent Board for consideration and negotiating thereafter with the Parent Board.

A "Parent acquisition proposal" means (a) any proposal, offer or indication of interest for a merger, consolidation, dissolution, recapitalization, share exchange, tender offer or other business combination involving Parent and its subsidiaries (other than (i) mergers, consolidations, recapitalizations, share exchanges or other business combinations involving solely Parent and/or one or more subsidiaries of Parent and (ii) mergers, consolidations, recapitalizations, share exchanges, tender offers or other business combinations that if consummated would result in the holders of the outstanding shares of Parent's capital stock immediately prior to such transaction owning more than 80% of the equity securities of Parent, or any successor or acquiring entity, immediately thereafter), (b) any proposal, offer or indication of interest for the issuance by Parent of 20% or more of its equity securities or (c) any proposal, offer or indication of interest to acquire in any manner, directly or indirectly, 20% or more of the equity securities or consolidated total assets of Parent and its subsidiaries, or assets of Parent and its subsidiaries representing 20% or more of the consolidated net revenues or consolidated net income of Parent and its subsidiaries, in each case other than the transactions contemplated by the merger agreement or any other transaction involving Parent and the Company.

A "Parent superior proposal" means any bona fide written Parent acquisition proposal to acquire more than 50% of the equity securities or consolidated total assets of Parent and its subsidiaries (or assets of Parent and its subsidiaries representing more than 50% of the consolidated net revenues or consolidated net income of Parent and its subsidiaries), on terms which the Parent Board determines in its good faith judgment (after consultation with its financial advisors and legal counsel), to be more favorable, if consummated, to the holders of the ordinary shares of Parent's capital stock, taking into account relevant factors (including the legal, financial and regulatory aspects of the proposal and the party making the proposal) than the merger agreement, is reasonably capable of being consummated in accordance with the terms proposed, and would not be available without the termination of the merger agreement (after good faith inquiry of the person making such Parent acquisition proposal).

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Following the date of the merger agreement, Parent must within two business days notify the Company in writing of the receipt of any Parent acquisition proposal, which notice shall set forth the identity of the person making the Parent acquisition proposal, a summary of the material terms of the Parent acquisition proposal received and copies of certain documents related to the Parent acquisition proposal. Parent must also notify the Company within two business days of any material written change to the terms and conditions of any Parent acquisition proposal and provide any revised copies of certain documents related to the Parent acquisition proposal.

Restrictions on Changes of Recommendation to Parent Stockholders

Under the merger agreement, the Parent Board must submit the resolutions required to approve the merger agreement, to implement the rights issue and to approve all ancillary matters thereto, which we refer to herein as the Parent stockholder resolutions, to Parent's stockholders and must recommend that Parent's stockholders pass such Parent stockholder resolutions, which we refer to as the Parent Board recommendation. Neither the Parent Board or any committee thereof may:

- withdraw or withhold, amend, modify or qualify in any manner adverse to the Company the Parent Board recommendation or make any public announcement inconsistent with the Parent Board recommendation, or publicly propose to do any of the foregoing;
- fail to include the Parent Board recommendation in the Parent Shareholders Circular;
- adopt, approve or recommend, or publicly propose to adopt, approve or recommend, any Parent acquisition proposal; and
- enter into any contract, letter of intent, memorandum of understanding, agreement in principle providing for the consummation of a transaction contemplated by a Parent acquisition proposal (other than an acceptable confidentiality agreement) or otherwise requiring Parent to abandon, terminate, materially delay or fail to consummate the transactions contemplated by the merger agreement.

We refer to each of the actions listed in the foregoing four bullets as a Parent Board recommendation change.

However, prior to receipt of the Parent stockholder approval, the Parent Board may, in response to a superior proposal, effect a Parent Board recommendation change, if and only if:

- the Parent Board has determined in good faith (after consultation with Parent's financial advisors and outside legal counsel) that the failure to do so would be inconsistent with its fiduciary duties under applicable law;
- such Parent superior proposal is not the result of a material breach of the merger agreement;
- Parent has notified the Company in writing that it has received a Parent superior proposal and intends to enter into a definitive agreement or effect a Parent Board recommendation change relating to such Parent superior proposal, specifying the material terms and conditions of the Parent superior proposal, including copies of certain documents related to the Parent superior proposal and the identity of the person making the Parent superior proposal, which we refer to as a Parent superior proposal notice;
- if requested by the Company, Parent has engaged in good faith negotiations with the Company and its representatives during the four business day period immediately following delivery of the Parent superior proposal notice, which we refer to as the Parent superior proposal notice period, with respect to the Company's proposed adjustments to the terms and conditions of the merger agreement so that such Parent superior proposal would cease to constitute a Parent superior proposal, provided that any material revision or amendment to the terms and conditions of such

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Parent superior proposal (including any revision to the amount, form or mix of consideration) will be deemed to constitute a new Parent superior proposal and shall require a new Parent superior proposal notice, (except that the Parent superior proposal notice period with respect to such new Parent superior proposal will be two business days instead of four business days) immediately following delivery of the new Parent superior proposal notice; and

at the end of such Parent superior proposal notice period, the Parent Board has determined in good faith (after consultation with its financial advisors and legal counsel), after considering any modified terms and conditions proposed by or on behalf of the Company, that such Parent acquisition proposal continues to constitute a Parent superior proposal and that the failure to effect a Parent board recommendation change would be inconsistent with its fiduciary duties under applicable law.

Further, other than in connection with a Parent acquisition proposal that constitutes a Parent superior proposal, the Parent Board may effect a Parent Board recommendation change in response to a Parent intervening event if:

the Parent Board has determined in good faith (after consultation with its financial advisors and legal counsel) that the failure to effect a Parent Board recommendation change would be inconsistent with its fiduciary duties under applicable law,

Parent has notified the Company in writing at least four business days before effecting a Parent Board recommendation change that it intends to effect a Parent Board recommendation change in response to a Parent intervening event, describing in reasonable detail the underlying facts giving rise to, and the reasons for making, such Parent Board recommendation change, which we refer to as a Parent recommendation change notice;

if requested by the Company, Parent has engaged in good faith negotiations with the Company and its representatives during the four business day period immediately following delivery by Parent to the Company of such Parent Board recommendation change notice with respect to adjustments to the terms and conditions of the merger agreement proposed by the Company to obviate the need for a Parent Board recommendation change, and

if the Company delivered to Parent a written, binding offer to alter the terms or conditions of the merger agreement during such four business day period, the Parent Board has determined in good faith (after consultation with its financial advisors and legal counsel), after considering the modifications to the merger agreement proposed by the Company, that the failure to effect a Parent Board recommendation change would still be inconsistent with its fiduciary duties under applicable law.

A "Parent intervening event" is any event, development, circumstance, change, effect, condition or occurrence that as of December 5, 2017, is unknown to the Parent Board.

Additional Agreements of the Parties to the Merger Agreement

Listing of Company Common Stock

The Company must use its commercially reasonable efforts to continue the listing of Company common stock on the New York Stock Exchange until the effective time of the merger.

Confidentiality; Access to Information

Until the earlier to occur of the effective time of the merger and the termination of the merger agreement, the Company and its subsidiaries will afford to Parent's representatives reasonable access, upon reasonable notice, during normal business hours and in a manner that does not unreasonably disrupt or interfere with business operations, to all of its books, contracts, records and other

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information as Parent may reasonably request, and, during such period, the Company and its subsidiaries will (i) promptly make available to Parent and its representatives (A) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal or state securities laws and (B) all other information concerning its business, properties, assets, liabilities, financial and operating data and other aspects of the Company as Parent may reasonably request, and (ii) use commercially reasonable efforts to keep Parent reasonable informed of any material plans or developments affecting the business, in each case subject to certain exceptions. Prior to the closing of the merger, none of Parent, US Holdco or Merger Sub will (and each will cause its affiliates and representatives not to) contact or communicate with any of the employees, customers, licensors, distributors or suppliers of the Company or any of its subsidiaries in connection with the transactions contemplated by the merger agreement, without the prior written consent of the Company.

Regulatory Matters

Parent and the Company must each use its reasonable best efforts to:

take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other parties to the merger agreement in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by the merger agreement as promptly as practicable;

as promptly as practicable, obtain any consents, licenses, permits, waivers, approvals, authorizations, or orders required to be obtained by such party (or any of its subsidiaries) from any governmental entity in connection with the authorization, execution and delivery of the merger agreement and the consummation of the transactions contemplated thereby, except that in no event will the Company or any of its subsidiaries be required to pay any monies or agree to any material undertaking in connection with any of the foregoing;

as promptly as practicable, make all necessary filings, and thereafter make any other required submissions, with respect to the merger agreement and the merger required under (i) the Exchange Act, the laws, rules and regulations of the UKLA and the London Stock Exchange, and any other applicable federal, state or foreign securities laws, (ii) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any related governmental request thereunder and (iii) any other applicable law;

contest and resist any action, including any administrative or judicial action, and seek to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent), which we refer to as a restrictive order, which has the effect of making the merger illegal or otherwise prohibiting consummation of the merger or the other transactions contemplated by the merger agreement; and

execute or deliver any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, the merger agreement.

Parent must promptly take and cause its affiliates to take any and all actions necessary or advisable in order to avoid or eliminate each and every impediment to the consummation of the transactions contemplated by the merger agreement and obtain all approvals and consents under any antitrust laws that may be required by any foreign or U.S. federal, state or local governmental entity, in each case with competent jurisdiction, so as to enable the parties to consummate the transactions contemplated by the merger agreement as promptly as practicable, including, subject to certain limited exceptions set forth in the merger agreement, committing to, by consent decree or otherwise, operational restrictions or limitations on, and committing to or effecting by consent decree, hold separate orders, trust or otherwise, the sale, license, disposition or holding separate of, such assets or businesses of Parent, US

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Holdco, Merger Sub, the Company or any of their respective affiliates (and the entry into agreements with, and submission to decrees, judgments, injunctions or orders of the relevant governmental entity) as may be required to obtain such approvals or consents of such governmental entities or to avoid the entry of, or to effect the dissolution of or vacate or lift, any decrees, judgements, injunctions, or orders that would otherwise have the effect of preventing or delaying the consummation of the transactions contemplated by the merger agreement.

Subject to Parent's prior written consent (not to be unreasonably withheld, conditioned or delayed), the Company may make, subject to the condition that the transactions contemplated by the merger agreement actually occur, any undertakings (including undertakings to accept operational restrictions or limitations or to make sales or other dispositions, provided that such restrictions, limitations, sales or other dispositions are conditioned upon the consummation of the transactions contemplated the merger agreement) as are required to obtain such approvals or consents of governmental entities or to avoid the entry of, or to effect the dissolution of or vacate or lift, any decrees, judgments, injunctions or orders that would otherwise have the effect of preventing or delaying the consummation of the transactions contemplated by the merger agreement.

None of Parent, US Holdco or Merger Sub, directly or indirectly, through one or more of their respective affiliates, may take any action, including acquiring or making any investment in any person or any division or assets thereof, that would reasonably be expected to prevent or delay the satisfaction of any of the conditions to the consummation of the merger agreement, the consummation of the merger or the rights issue.

Public Disclosure

Except as may be required by law or stock market regulations, Parent and the Company must use their respective commercially reasonable efforts to consult with the other party before issuing any press release or otherwise making any public statement with respect to the merger or the merger agreement, subject to certain exceptions.

Director and Officer Indemnification

From and after the effective time, each of Parent and the surviving corporation will, jointly and severally, indemnify, defend and hold harmless each person who is, or has been at any time prior to the date of the merger agreement, or who becomes prior to the effective time a director, manager or officer of the Company or any of its subsidiaries, which we refer to as an indemnified party, against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the indemnified party is or was an officer, director, manager, employee or agent of the Company or any of its subsidiaries or, while an officer, director or manager of the Company or any of its subsidiaries, is or was serving at the request of the Company or one of its subsidiaries as an officer, director, manager, employee or agent of another person, in each case in respect of acts or omissions occurring or alleged to have occurred at or prior to the effective time, whether asserted or claimed prior to, at or after the effective time, to the fullest extent permitted by law. The indemnification agreements with the Company's directors and officers that survive the merger will continue in full force and effect in accordance with their terms.

For six years following the effective time of the merger, Parent and the surviving corporation have agreed to maintain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of individuals who, at the effective time of the merger, were current or former directors and officers of the Company and its subsidiaries as contained in the certificate of incorporation and bylaws of the Company in effect on the date of the merger agreement.

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Parent has also agreed to cause the surviving corporation to either:

- maintain in effect for six years from the effective time of the merger the Company's existing directors' and officers' liability insurance policy with respect to matters existing or occurring at or prior to the effective time of the merger (including the transactions contemplated by the merger agreement), so long as the annual premiums would not exceed more than 300% of the last annual premium paid prior to the effective time of the merger for the Company's directors' and officers' liability insurance policy, which we refer to as the maximum premium; or

- purchase a "tail" policy and maintain such "tail" policy in full force and effect for six years from the effective time of the merger.

Notwithstanding the foregoing, the Company may, prior to the effective time of the merger, elect to purchase its own "tail" policy, as long as the Company does not pay more than six times the maximum premium for such "tail" policy.

In the event Parent or the surviving corporation or any of their respective successors or assigns (i) consolidates with or merges into any other person and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, proper provision will be made so that the successors and assigns of Parent or the surviving corporation, as the case may be, will expressly assume and succeed to the obligations described above.

If any indemnified party makes any claim for indemnification or advancement of expenses under these provisions of the merger agreement that is denied by Parent and/or the Company or the surviving corporation, and a court of competent jurisdiction determines that the indemnified party is entitled to such indemnification or advancement of expenses, then Parent, the Company or the surviving corporation will pay the indemnified party's costs and expenses, including legal fees and expenses, incurred by the indemnified party in connection with pursuing his or her claims to the fullest extent permitted by law.

Notification of Certain Matters

Prior to the effective time, Parent must give prompt notice to the Company, and the Company must give prompt notice (in any case within two business days of discovery thereof) to Parent, of:

- the occurrence, or failure to occur, of any event, development, circumstance or change which occurrence or failure to occur is reasonably expected to cause any representation or warranty of such party contained in the merger agreement to be untrue or inaccurate in any manner that would result in the failure of a closing condition;

- any material failure by such person to comply with or satisfy any covenant, condition or agreement set forth in the merger agreement; or

- any written notice or other written communication from any governmental entity alleging that the merger requires the consent or approval of such governmental entity.

Employee Benefits Matters

For a period of one year following the effective time, Parent has agreed to provide, or cause the surviving corporation to provide, to each Company employee who is employed immediately prior to the effective time of the merger and who, upon the effective time becomes an employee of Parent or remains an employee of the Company or any of its subsidiaries, which we refer to as a continuing employee, (i) a total compensation package no less favorable in the aggregate than the total compensation package (including base salary, commissions and annual bonus opportunities and value of annual equity awards) provided to such continuing employee immediately before the effective time and

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(ii) other employee benefits that are substantially comparable, in the aggregate, to the other benefits provided to such continuing employees immediately before the effective time (excluding retiree benefits and defined benefit pension plans). Parent is not required to provide equity awards provided that equity awards are replaced with an equivalent benefit.

Parent has agreed to ensure that for purposes of vesting, eligibility to participate and level of benefits (but not for purposes of benefit accruals) under the employee benefit plans of Parent and its subsidiaries providing benefits to any continuing employees after the effective time of the merger each continuing employee will, subject to applicable law and applicable tax qualification requirements, be credited with his or her years of service with the Company and its subsidiaries and their respective predecessors before the effective time, to the same extent as such continuing employee was entitled, before the effective time, to credit for such service under any analogous Company employee plan in which such continuing employee participated immediately prior to the effective time of the merger, except that the foregoing will not apply to the extent that its application would result in a duplication of benefits. Parent has also agreed to facilitate continuing employees' transition from Company health plans to Parent health plans.

Parent has also agreed to provide each continuing employee who incurs a termination of employment during the one-year period following the effective time with severance payments and benefits that are equal to the severance benefits that would have been paid under certain of the Company's severance practices as in existence on the date of the merger agreement.

State Takeover Laws

If any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or may become applicable to any of the transactions contemplated by the merger agreement, the parties to the merger agreement and their respective boards must (i) grant such approvals and (ii) take all such actions as are necessary to eliminate or minimize the effects of any such statute or regulation on such transactions.

Rule 16b-3

Prior to the effective time of the merger, the Company must take all such steps as may be required to cause certain transactions with respect to Company equity awards and any dispositions of Company equity securities (including derivative securities) pursuant to the transactions contemplated by the merger agreement by each individual who is a director or officer of the Company subject to Section 16 of the Exchange Act to be exempt under Rule 16b-3 under the Exchange Act.

Financing

Under the terms of the merger agreement, Parent and US Holdco have agreed to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and obtain the financing on the terms and subject only to the conditions set forth in the financing documents, including taking all actions necessary to:

maintain in effect and comply with the financing documents;

negotiate and enter into definitive agreements with respect to the debt financing on the terms and subject to the conditions set forth in the debt commitment letters (or on other terms which do not (i) reduce the aggregate amount of any portion of the financing if such reduction would reduce the aggregate amount of the financing below the amount needed to fund the Parent's and US Holdco's respective obligations on the closing date, (ii) impose new or additional conditions precedent to the availability of the financing or otherwise expand, amend or modify any of the conditions precedent to the financing in a manner that could reasonably be expected

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to delay or prevent or make less likely to occur the funding of the financing or (iii) adversely impact the ability of Parent or US Holdco to enforce its rights against other parties to the financing documents or the definitive agreements with respect to the financing);

satisfy (and cause its affiliates to satisfy) on a timely basis all conditions applicable to Parent and its affiliates in the financing documents and the definitive agreements related thereto (or, if necessary or deemed advisable by Parent, seek the waiver of conditions applicable to Parent or its applicable subsidiary contained in such financing document or such definitive agreements related thereto);

consummate the financing at or prior to the time the closing was required to occur pursuant to the merger agreement;

conduct the rights issue in accordance with the Parent Shareholders Circular (or any amendment or supplement thereto);

enforce its rights under the financing documents and the definitive agreements relating to the financing, including enforcing the Parent's rights to compel GCH to acquire its full entitlement under the terms of the rights issue pursuant to the GCH irrevocable undertaking; and

comply with its covenants and other obligations under the financing documents and the definitive agreements relating to the financing.

Parent and US Holdco may not, and may not permit any of their affiliates to, take any action that would constitute a breach of, or would result in the termination of, any of the financing documents, in each case, in a manner that could reasonably be expected to delay or prevent or make less likely to occur the funding of the financing on the closing date. Subject to certain exceptions, Parent and US Holdco may not, without the prior written consent of the Company, agree to or permit any termination of or amendment, supplement or modification to be made to, or grant any waiver of any provision under, the financing documents or the definitive agreements relating to the financing if such termination, amendment, supplement, modification or waiver could:

reduce (or could have the effect of reducing) the aggregate amount of any portion of the financing if such reduction would reduce the aggregate amount of the financing below the amount needed to fund Parent's and US Holdco's payment obligations on the closing date;

impose new or additional conditions precedent to the availability of the financing or otherwise expand, amend or modify any of the conditions precedent to the financing in a manner that could reasonably be expected to delay or prevent or make less likely to occur the funding of the financing; or

adversely impact the ability of Parent or US Holdco to enforce its rights against other parties to the financing documents or the definitive agreements with respect to the financing.

Parent must keep the Company informed on a current basis and in reasonable detail, upon reasonable request by the Company, of the status of its efforts to arrange the financing and provide to the Company drafts (reasonably in advance of execution) and thereafter complete, correct and executed copies of the material definitive documents for the financing. Parent and US Holdco must inform the Company as soon as reasonably practicable of:

any actual breach or default (or any event, development, circumstance or change that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default), termination, cancellation or repudiation by any party to any of the financing documents or definitive documents related to the financing of which Parent or US Holdco becomes aware;

the receipt of any written notice or other written communication from any financing source with respect to any (i) actual or alleged breach or default, termination, cancellation or repudiation by

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any party to any of the financing documents or any definitive document related to the financing of any provisions of the financing documents or any definitive document related to the financing or (ii) material dispute or disagreement between or among any parties to any of the financing documents or any definitive document related to the financing with respect to the conditionality or amount of the financing or the obligation to fund the financing or the amount of the financing to be funded at the closing; and

the occurrence of an event, development, circumstance or change that could reasonably be expected to adversely impact the ability of Parent or its subsidiaries to obtain all or any portion of the financing contemplated by the financing documents on the terms and conditions, in the manner and from the financing sources contemplated by any of the financing documents or the definitive documents related to the financing necessary for the payment of Parent's or US Holdco's payment obligations under the merger agreement on the closing date.

As soon as reasonably practicable, Parent and US Holdco must provide any additional information reasonably requested by the Company relating to any circumstance referred to in the three bullets immediately above. If any portion of the financing becomes unavailable on the terms and conditions contemplated by the financing documents, and such portion is required to fund the Parent's and US Holdco's obligations under the merger agreement, Parent must promptly notify the Company in writing and Parent and US Holdco must use their reasonable best efforts to arrange and obtain in replacement thereof, and negotiate and enter into definitive agreements with respect to, alternative financing from the same or alternative financing sources in an amount sufficient to fund Parent's and US Holdco's payment obligations under the merger agreement with terms and conditions not materially less favorable, taken as a whole, to Parent and US Holdco (or its affiliates) than the terms and conditions set forth in the financing documents, as promptly as practicable following the occurrence of such event, development, circumstance or change. Parent must deliver to the Company true and complete copies of all contracts, agreements or other arrangements pursuant to which any such alternative financing source has committed to provide any portion of the financing.

Prior to the closing date, the Company must use its reasonable best efforts to provide, and to cause its subsidiaries (and to use commercially reasonable efforts to cause its representatives) to provide, to Parent and US Holdco, in each case at Parent's or US Holdco's sole cost and expense, such reasonable cooperation as is customary and reasonably requested by Parent or US Holdco in connection with the arrangement of the financing, including:

participation of senior officers in a reasonable number of meetings, presentations, conference calls, drafting sessions, due diligence sessions and sessions with rating agencies in connection with the financing; and

using its reasonable best efforts to make available to Parent, its subsidiaries, their advisors and their debt financing sources, such historical financial information and other information as Parent or US Holdco shall reasonably request of a type and form customarily included or required in connection with marketing materials for a senior secured bank financing or a financing comparable to the rights issue conducted in accordance with applicable law, including:

providing certain financial information,

providing assistance with the preparation of materials for rating agency presentations, bank information memoranda and similar marketing documents for a syndicated bank financing;

furnishing Parent and its debt financing sources the certain information specified in the debt commitment letter;

cooperating in any process required for due diligence and verification in compliance with applicable requirements or customary practice;

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using commercially reasonable efforts to obtain its accountants' participation in the due diligence process, customary accountants' comfort letters reasonably requested by Parent and to cause the Company's accountants to consent to the use of their reports in the rights issue and the related Parent Shareholders Circular (or any amendment or supplement thereto);

assisting in the negotiation (including providing any information customarily provided in connection with the preparation) of definitive financing documentation and schedules and exhibits thereto relating to the financing and the rights issue;

facilitating the entrance into definitive documents and instruments relating to guarantees, the pledge of collateral and other matters ancillary to the financing and the rights issue and the Parent Shareholders Circular; provided, that any obligations of the Company or any of its Subsidiaries contained in all such agreements and documents shall be subject to the occurrence of the Closing and effective no earlier than the Closing;

assisting with obtaining a customary debt pay-off letter (if any) with respect to the Company's current credit facility;

furnishing Parent and its debt financing sources as promptly as practicable, and in any event no later than three business days prior to the closing, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act, to the extent requested in writing by the Parent at least ten business days prior to the closing; and

assisting US Holdco with the preparation of the notices of redemption and discharge (and coordinating with the trustee on such matters) under the Company's indentures governing its existing senior notes for each series of such senior notes, and assisting US Holdco with the preparation of any officer's certificates and legal opinions from counsel to US Holdco (which shall not be the responsibility of Company counsel) required to be delivered in connection therewith, each of which shall be delivered immediately following the Closing.

The requested cooperation described above must not, in the Company's reasonable judgment, unreasonably interfere with the ongoing business or operations of the Company and any of its subsidiaries. In no event will the Company or any of its subsidiaries be required to bear any cost or expense, pay any commitment, underwriting or other fee, enter into any definitive agreement, incur any other liability or obligation, make any other payment or agree to provide any indemnity in connection with the financing or any of the foregoing prior to the effective time. In addition, none of the requested cooperation described above will require any action that would conflict with or violate the Company's or any of its subsidiary's organization documents in effect as of the date of the merger agreement or any applicable laws or result in, prior to the effective time, the contravention of, or that would reasonably be expected to result in, prior to the effective time, a violation or breach of, or default under, any material contract to which the Company or any of its subsidiaries is a party.

None of the Company or its subsidiaries or their respective officers, directors (with respect to any subsidiary of the Company) or employees will be required to execute or enter into or perform any agreement with respect to the financing contemplated by the financing documents that is not contingent upon the closing or that would be effective prior to the closing and no directors of the Company or any of its subsidiaries that will not be continuing directors, acting in such capacity, will be required to execute or enter into or perform any agreement, or to pass any resolutions or consents, with respect to the financing. Subject to certain limitations, Parent must, upon request by the Company, promptly reimburse the Company for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and fees and expenses of the Company's accounting firms engaged to assist in

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connection with the financing) incurred by the Company or any of its subsidiaries or any of their respective representatives in connection with the financing, and must indemnify and hold harmless the Company, its subsidiaries and their respective representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the arrangement of the financing and any information used in connection therewith.

Neither Parent nor any of its affiliates may, without the prior written consent of the Company, (i) award any agent, broker, investment banker, financial advisor or other firm or person except HSBC Bank plc, Barclays Bank PLC, Investec Bank plc or N.M. Rothschild & Sons Limited any financial advisory role on an exclusive basis in connection with the transactions contemplated by the merger agreement or (ii) prohibit or seek to prohibit any bank or investment bank or other potential provider of debt or equity financing from providing or seeking to provide financing or financial advisory services to any person in connection with a transaction relating to the Company or its subsidiaries or in connection with the transactions contemplated by the merger agreement.

Parent, US Holdco and Merger Sub acknowledged and agreed in the merger agreement that none of the obtaining of the financing or any permitted alternative financing, or the completion of any issuance of securities contemplated by the financing, is a condition to the closing, and reaffirmed their obligations to consummate the transactions contemplated by the merger agreement irrespective and independently of the availability of the financing or any permitted alternative financing or the completion of any such issuance, subject to the other applicable conditions set forth in the merger agreement.

Security Holder Litigation

The Company will have the right to control the defense and settlement of any litigation related to the merger agreement, the merger or the other transactions contemplated by the merger agreement brought by any stockholder of the Company or any holder of the Company's other securities against the Company and/or its directors or officers. The Company must (i) keep Parent reasonably informed of the status of such litigation, (ii) give Parent the opportunity to participate, at Parent's expense, in the defense or settlement of any such litigation, (iii) give due consideration to Parent's advice with respect to such litigation, and (iv) not compromise, settle, come to an arrangement regarding or agree to do any of the foregoing or consent to the same without the prior written consent of Parent, subject to certain exceptions.

Company Stockholder Consent

On , 2018, the Principal Stockholder delivered the written consent to the Company and a copy of the written consent was delivered to Parent. If such written consent had not been delivered by the Principal Stockholder to the Company and Parent immediately prior to the Parent stockholders meeting, unless the Board had made a Company Board recommendation change, the Company would have been required to hold a meeting of the Company's stockholders. On the date of the written consent, the Principal Stockholder owned shares of Company common stock representing approximately % of the combined voting power of all outstanding shares of Company common stock. As previously disclosed, the effectiveness of the written consent was subject to certain conditions, all of which have been satisfied as of .

No further approval of the stockholders of the Company is required to adopt the merger agreement. As a result, the Company has not solicited and will not be soliciting your vote for the adoption of the merger agreement and does not intend to call a meeting of stockholders for purposes of voting on the adoption of the merger agreement.

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Parent Shareholders Circular; Parent Stockholders Meeting; Parent Recommendation

Under the merger agreement, Parent was required to prepare the Parent Shareholders Circular and use all reasonable best efforts to have the Parent Shareholders Circular approved by the UKLA as soon as practicable after execution of the merger agreement. Parent has agreed to promptly notify the Company of the receipt of all comments of the UKLA with respect to the Parent Shareholders Circular and provide to the Company and its counsel reasonable opportunity to review and comment upon any such written responses and Parent, US Holdco or the Merger Sub shall give due consideration to any additions, deletions or changes reasonably suggested thereto by the Company and its counsel. Parent, US Holdco, Merger Sub and the Company and their respective counsels must use all reasonable efforts to respond promptly to comments received from the UKLA or their staff with respect to the Parent Shareholders Circular and to use all reasonable efforts to take such other actions as may be reasonably necessary to resolve the issues raised therein.

Parent has agreed to hold the Parent stockholders meeting to consider, among other matters, the approval of the Parent stockholder resolutions, as promptly as practicable, but not earlier than February 1, 2018, and Parent will use its reasonable best efforts to cause the Parent stockholders meeting to be held no later than February 9, 2018, subject to certain exceptions.

Parent's Rights Admission

Parent must use its reasonable best efforts to ensure that the rights admission occurs as soon as reasonably practicable after the date on which the Parent stockholder approval is obtained, including using its reasonable best efforts to cause the rights admission to occur no later than the second business day following such date. As further described below in the section of this Information Statement entitled " *Conditions to the Merger*" beginning on this page 85, occurrence of the rights admission is a condition to the consummation of the merger.

The "rights admission" means the admission of new Parent ordinary shares of 1 penny each to be issued in connection with the proposed issue by Parent of new ordinary shares of 1 penny each in the capital of the Parent on the terms and subject to the Parent Shareholders Circular (or any amendment or supplement thereto), which we refer to as the rights issue, to the premium listing segment of the official list and to trading, nil paid, on the main market for listed securities of the London Stock Exchange becoming effective in accordance with applicable law.

Conditions to the Merger

The obligation of each of the Company, Parent, US Holdco and Merger Sub to consummate the merger is subject to the satisfaction or waiver of the following conditions:

- the obtaining of the Company stockholder approval;
- the obtaining of the Parent stockholder approval;
- the waiting period (and any extension thereof) applicable to the consummation of the merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or early termination thereof having been granted; and
- no governmental entity of competent jurisdiction having enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which is in effect and which has the effect of making the merger illegal or otherwise prohibiting consummation of the merger.

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The obligation of the Company to consummate the merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of Parent, US Holdco and Merger Sub that (i) are not made as of a specific date being true and correct as of the closing date, as though made as of the closing date, and (ii) are made as of a specific date being true and correct as of such date, in each case in clause (i) and (ii), except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation as to materiality or Parent Material Adverse Effect set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect;

- each of Parent, US Holdco and Merger Sub having performed in all material respects all covenants and obligations required to be performed by it under the merger agreement at or prior to the closing date; and

- receipt by the Company of a certificate, dated as of the closing date, signed by an executive officer of Parent certifying as to the matters set forth in the immediately preceding two bullets.

The obligation of Parent, US Holdco and Merger Sub to consummate the merger is subject to the satisfaction or waiver of the following additional conditions:

- the Company's representation regarding the absence of a Company Material Adverse Effect being true and correct in all respects as of the date of the merger agreement and as of the closing date, as though made on and as of the closing date;

- certain representations and warranties of the Company regarding the Company's capitalization (without giving effect to any limitation as to materiality or Company Material Adverse Effect set forth in such representations and warranties) being true and correct as of the date of the merger agreement and the closing date, as though made on and as of the closing date (other than any such representation or warranty that is made as of a specific date, which need only be true and correct in all respects as of such date), except for inaccuracies that are immaterial;

- certain representations and warranties of the Company regarding the Company's organization, corporate authority and brokers (without giving effect to any limitation as to materiality or Company Material Adverse Effect set forth in such representations and warranties) being true and correct in all material respects as of the date of the merger agreement and the closing date, as though made on and as of the closing date;

- all other representations and warranties of the Company contained in the merger agreement being true and correct as of the date of the merger agreement and as of the closing date, as though made on and as of the closing date (other than any such representation or warranty that is made as of a specific date, which need only be true and correct as of such date), except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation as to materiality or Company Material Adverse Effect set forth in such representations and warranties) has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect;

- the Company shall have performed in all material respects all covenants and obligations required to be performed by it under the merger agreement on or prior to the effective time;

- receipt by Parent of a certificate, dated as of the closing date, signed by an executive officer of the Company certifying as to the matters set forth in the immediately preceding five bullets;

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no effect, development, circumstance or change shall have occurred, individually or in the aggregate that had, or would reasonably be expected to have, a Company Material Adverse Effect; and

the rights admission shall have occurred.

Termination

The merger agreement may be terminated and the merger may be abandoned, whether before or after the Company stockholder approval, the Parent stockholder approval, or the approval of the adoption of the merger agreement by the sole stockholder of Merger Sub:

by mutual written consent of Parent and the Company at any time prior to the effective time;

by either Parent or the Company, if the effective time of the merger has not occurred on or before June 5, 2018, which we refer to as the outside date, except that a party to the merger agreement will not be permitted to terminate the merger agreement under this provision if the failure of such party to fulfill any obligation under the merger agreement has been a principal cause of or resulted in the failure of the effective time to occur on or before the outside date, and Parent will not be permitted to terminate the merger agreement under this provision during any extension of the closing date to supplement the Parent Shareholders Circular or during the pendency of a proceeding seeking specific performance pursuant to the terms of the merger agreement;

by either Parent or the Company at any time prior to the effective time if a governmental entity of competent jurisdiction has issued a nonappealable final order, decree or ruling or taken any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the merger, except that a party to the merger agreement will not be permitted to terminate the merger agreement under this provision if the failure of such party to fulfill any obligation under the merger agreement has been a principal cause of or resulted in the issuance of any such order, decree, ruling or the taking of such other action;

by Parent if the Principal Stockholder has not delivered its written consent as contemplated by the merger agreement;

by Parent or the Company if the Company stockholder approval is not obtained at the special meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement was taken;

by Parent or the Company if the Parent stockholder approval is not obtained at the Parent stockholders meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement and of resolutions required to implement the rights issue was taken;

by Parent, prior to the effective time, if (i) the Board has effected a Company Board recommendation change, or in the event that a proxy statement is filed, the Company does not recommend the adoption of the merger agreement in such proxy statement, (ii) the Board approves, adopts, endorses or recommends or publicly proposes to adopt, approve, endorse or recommend to the Company stockholders an acquisition proposal, or (iii) a tender offer or exchange offer for outstanding shares of Company common stock shall have been commenced (other than by Parent or its affiliates) and the Board has recommended to the stockholders of the Company to tender their shares in such offer or within ten business days of the commencement of such tender offer or exchange offer, the Board shall have failed to

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recommend against acceptance of such offer, any of clause (i)-(iii) is referred to herein as a trigger event;

by the Company if the Parent Board has effected a Parent Board recommendation change;

by the Company if a tender offer or exchange offer for outstanding shares of Parent common stock has been commenced and the Parent Board has recommended that the stockholders of the Parent tender their shares in such tender or exchange offer or within ten business days of the commencement of such tender offer or exchange offer, the Parent Board shall have failed to recommend against acceptance of such offer;

by the Company, at any time prior to receipt of the Company stockholder approval, in the event that (i) the Company has received a superior proposal, (ii) the Company has complied with its obligations under the provisions described above in the sections entitled " *Company Solicitation of Acquisition Proposals; No Solicitation; Change of Board Recommendation*" and (iii) substantially concurrently with the termination of the merger agreement, the Company pays Parent the Company base termination fee, each as described below in the section entitled " *Termination Fees*" beginning on page 89, and if applicable, the Company additional termination fee, and enters into the definitive agreement to consummate the transaction contemplated by such superior proposal;

by Parent, prior to the effective time, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Company set forth in the merger agreement, which breach or failure to perform (i) would cause certain closing conditions applicable to Parent, US Holdco and Merger Sub set forth in the merger agreement not to be satisfied, and (ii) has not been cured within 20 business days following receipt by the Company of written notice of such breach or failure to perform from Parent, provided that none of Parent, US Holdco or Merger Sub is then in material breach of any representation, warranty or covenant under the merger agreement;

by the Company, prior to the effective time, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Parent, US Holdco or Merger Sub set forth in the merger agreement, which breach or failure to perform (i) would cause certain closing conditions applicable to the Company set forth in the merger agreement not to be satisfied, and (ii) has not been cured within 20 business days following receipt by Parent of written notice of such breach or failure to perform from the Company, provided that the Company is not then in material breach of any representation, warranty or covenant under the merger agreement;

by the Company if the rights admission has not occurred by the third business day following the date on which the Parent stockholder approval is obtained, if the completion of the rights issue has not occurred on or before March 31, 2018, or if the debt commitment letters are not in full force or effect as of March 31, 2018 and Parent and US Holdco have not arranged replacement financing in accordance with the terms of the merger agreement;

by the Company if the underwriting agreement is terminated or if any underwriter to the rights issue invokes a failure of any condition to the underwriting of the rights issue under the underwriting agreement; or

by the Company if (i) the mutual closing conditions and Parent's closing conditions (other than those conditions that by their nature are to be satisfied by actions taken at the closing) have been satisfied at the time the closing was required to occur pursuant to the terms of the merger agreement, (ii) the Company has confirmed by notice to Parent that all of the Company's closing conditions have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the closing) or that it is willing to waive any unsatisfied conditions

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to the Company's obligation to close and (iii) the merger shall not have been consummated within three business days after the delivery of such notice.

In the event of termination of the merger agreement as provided above, the merger agreement will immediately become void and there shall be no liability or obligation on the part of Parent, the Company, US Holdco, Merger Sub or their respective representatives, stockholders or affiliates; except that, subject to certain limitations,

any such termination will not relieve any party from liability for any willful breach; and

certain provisions, including those related to confidentiality, fees and expenses, defined terms and miscellaneous matters and the confidentiality agreement between Parent and the Company, will remain in full force and effect and survive any termination of the merger agreement.

A "willful breach" means a material breach of any covenant or agreement set forth in the merger agreement that is a consequence of an act, or failure to act, undertaken by the breaching party with the actual knowledge that the taking of such act, or failure to act, would result, or would reasonably be expected to result, in such breach. Failure to effect the closing when required by Parent or Merger Sub will be considered a willful breach.

Termination Fees

Fees and Expenses

Except for the fees payable by either the Company or Parent as summarized below under the headings "*Company Termination Fees*" and "*Parent Termination Fees*", respectively, all fees and expenses incurred in connection with the merger agreement and the transactions contemplated thereby will be paid by the party incurring such fees. However, the parties agreed to share equally the expenses incurred in connection with the filing, printing and mailing of this Information Statement.

Company Termination Fees

Subject to certain limitations, the Company will pay Parent a termination fee equal to $20,150,963 or $36,270,000 as identified below, which we refer to as the Company base termination fee, in the event that the merger agreement is terminated:

by Parent in a circumstance where a trigger event gave rise to the right of termination, provided that the trigger event is not related to an acquisition proposal (in such event, the Company base termination fee will be equal to $20,150,963) or is related to an acquisition proposal initially submitted prior to the expiration of the go-shop period (in such event, the Company base termination fee will be equal to $36,270,000);

by the Company in order to enter into a definitive agreement providing for a superior proposal and such superior proposal arose from an acquisition proposal initially submitted prior to the expiration of the go-shop period (in such event, the Company base termination fee will be equal to $36,270,000);

by (i) Parent in the event that the Principal Stockholder has not delivered its written consent or (ii) by Parent or the Company if the Company stockholder approval is not obtained at the special meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement was taken (in either such event, the Company base termination fee will be equal to $20,150,963); or

by Parent if there has been a breach of or failure to perform any representation, warranty, covenant or agreement of the Company set forth in the merger agreement that would cause the

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failure of a closing condition (in such event, the Company base termination fee will be equal to $20,150,963).

Subject to certain limitations, the Company will pay Parent a termination fee equal to $75,000,000, which we refer to as the Company additional termination fee, plus the Company base termination fee of $20,150,963 in the event that the merger agreement is terminated:

by Parent in a circumstance where a trigger event related to an acquisition proposal that was not initially submitted prior to the expiration of the go-shop period gave rise to the right of termination;

by the Company in order to enter into a definitive agreement providing for a superior proposal and such superior proposal did not arise from an acquisition proposal initially submitted prior to the expiration of the go-shop period

by (i) Parent in the event that the Principal Stockholder has not delivered its written consent or (ii) by Parent or the Company if the Company stockholder approval is not obtained at the special meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement was taken, if (A) before the date of such termination, an acquisition proposal has been publicly announced and not withdrawn that is not related to an acquisition proposal initially submitted prior to the expiration of the go-shop period, and (B) within 12 months after the date of termination, the Company has consummated, or shall have entered into a definitive agreement which is thereafter consummated, with respect to any acquisition proposal; or

by Parent if there has been a breach of or failure to perform any representation, warranty, covenant or agreement of the Company set forth in the merger agreement if (A) before the date of such termination, an acquisition proposal has been publicly announced and not withdrawn that not related to an acquisition proposal submitted prior to the expiration of the go-shop period and (B) within the 12 months after the date of termination, the Company has consummated, or shall have entered into a definitive agreement which is thereafter consummated, with respect to any acquisition proposal.

The Company will pay to Parent the Company additional termination fee of $75,000,000 (but not the Company base termination fee) in the event that the merger agreement is terminated by either Parent or the Company due to failure to consummate the merger prior to the outside date if (A) before the date of such termination, an acquisition proposal that is not related to an acquisition proposal initially submitted prior to the expiration of the go-shop period has been publicly announced and not withdrawn and (B) within 12 months after the date of termination, the Company has consummated, or shall have entered into a definitive agreement which is thereafter consummated, with respect to any acquisition proposal (provided that, for these purposes and in the case of the third and fourth bullet points above, the references to "20%" and "80%" in the definition of "acquisition proposal" are deemed to be references to "50%"), subject to certain exceptions.

In no event will the Company be required to pay the Company base termination fee on more than one occasion or the Company additional termination fee on more than one occasion. Further, the Company will not be required to pay either the Company base termination fee or the Company additional termination fee if at the time of the termination of the merger agreement Parent is required to pay the termination fees described below under the heading " *Parent Termination Fees*".

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Parent Termination Fees

Subject to certain limitations, Parent will pay the Company a termination fee equal to $20,150,963 in the event that the merger agreement is terminated:

- by either Parent or the Company if the Parent stockholder approval is not obtained at the Parent stockholders meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement and of resolutions required to implement the rights issue was taken;

- by the Company in the event of a Parent Board recommendation change, or if a tender offer or exchange offer for outstanding shares of Parent common stock has been commenced and the Parent Board has recommended that the stockholders of the Parent tender their shares in such tender or exchange offer or within ten business days of the commencement of such tender offer or exchange offer, the Parent Board shall have failed to recommend against acceptance of such offer;

- by the Company if the rights admission has not occurred by the third business day following the date on which the Parent stockholder approval is obtained, if the completion of the rights issue has not occurred on or before March 31, 2018, or if the debt commitment letters are not in full force or effect as of March 31, 2018 and Parent and US Holdco have not arranged replacement financing in accordance with the terms of the merger agreement;

- by either Parent or the Company due to failure to consummate the merger prior to the outside date if conditions of the Parent, US Holdco and Merger Sub have been satisfied at the time the closing was required to occur (assuming for this purpose that the rights admission had occurred);

- by the Company if there has been a breach of or failure to perform any representation, warranty, covenant or agreement of Parent, US Holdco or Merger Sub set forth in the merger agreement that would cause the failure of a closing condition;

- by the Company if the underwriting agreement is terminated or if any underwriter to the rights issue invokes a failure of any condition to the underwriting of the rights issue under the underwriting agreement; or

- by the Company if (i) the mutual closing conditions and Parent's closing conditions (other than those conditions that by their nature are to be satisfied by actions taken at the closing) have been satisfied at the time the closing was required to occur pursuant to the terms of the merger agreement, (ii) the Company has confirmed by notice to Parent that all of the Company' closing conditions have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the closing) or that it is willing to waive any unsatisfied conditions to the Company's obligation to close and (iii) the merger shall not have been consummated within three business days after the delivery of such notice.

Parent will not be required to pay a termination fee if, at the time of termination, the Company is in material breach of the merger agreement.

GCH Termination Fees

Pursuant to the GCH irrevocable undertaking, if the merger agreement is terminated under certain circumstances specified therein (including if the requisite vote of Parent's stockholders has not been obtained or if Parent fails to obtain the debt or equity financing), GCH will be required to pay the Company a termination fee of $4,849,037. Moreover, if the merger agreement is terminated under certain circumstances following Parent's receipt of a Parent acquisition proposal, and a Parent acquisition proposal is thereafter consummated, then, pursuant to the GCH irrevocable undertaking, GCH will be required to pay the Company an additional termination fee of $75,000,000. Please see the

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section of this Information Statement entitled "*Voting Agreement and Irrevocable Undertakings*" beginning on page 104.

Other Termination Fee Matters

If the Company or Parent fails to timely pay any amount described above and, in order to obtain the payment, the other party commences a suit, action or proceeding which results in a judgment against the other party for the payment set forth above, such paying party will pay the other party its reasonable and documented costs and expenses (including reasonable and documented attorneys' fees) in connection with such suit, action or proceeding, together with interest on such amount at the prime rate as published in The Wall Street Journal in effect on the date such payment was required to be made through the date such payment was actually received.

Except in the case of fraud, upon termination of the merger agreement and payment of the Company base termination fee and/or the Company additional termination fee by the Company, Parent, US Holdco and Merger Sub will be precluded from any other remedy against the Company, at law or in equity or otherwise, and none of Parent, US Holdco or Merger Sub may seek to obtain any recovery, judgment or damages of any kind, including consequential, indirect, or punitive damages, against the Company or any of its subsidiaries or any of their respective directors, officers, employees, partners, managers, members, stockholders or affiliates and their respective representatives in connection with the merger agreement or the transactions contemplated thereby. In the case of willful breach by the Company, Parent may elect in its sole discretion to reject any payment of the Company additional termination fee and/or the Company base termination fee and seek any alterative remedy available at law or in equity or otherwise.

Except in the case of fraud, upon any termination of the merger agreement and the payment in full of the parent termination fee by Parent, the Company will be precluded from any other remedy against Parent or Merger Sub, at law or in equity or otherwise, and the Company may not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against Parent, US Holdco, Merger Sub or any of their subsidiaries or any of their respective directors, officers, employees, partners, managers, members, stockholders or affiliates (subject to certain exceptions) or their respective representatives in connection with the merger agreement or the transactions contemplated thereby. In the case of willful breach by Parent, the Company may elect in its sole discretion to reject any payment of the Parent termination fee and seek any alterative remedy available at law or in equity or otherwise.

Certain VAT Matters

The parties anticipate that the Parent termination fee, the Company base termination fee and the Company additional termination fee, if paid, being compensatory in nature, will not be treated, in whole or in part, as consideration for a taxable supply for VAT purposes.

However, if the Parent termination fee is treated by the relevant taxing authority as consideration for a taxable supply in respect of which the Company is liable to account for VAT, then:

- the Company will issue a valid VAT invoice to Parent, and the Parent will use reasonable efforts to recover (by refund, credit, deduction or otherwise) such VAT;

- if and to the extent that such VAT is not recoverable by Parent by refund, credit, deduction or otherwise, (provided Parent has used its reasonable efforts to recover such VAT as described in the bullet-point immediately above), no additional amount shall be paid in respect of VAT and the Parent termination fee shall be VAT inclusive; and/or

- if and to the extent that such VAT is recoverable by Parent by refund, credit, deduction or otherwise, or would be recoverable by Parent had Parent used reasonable efforts to recover such

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VAT, the amount of the Parent termination fee shall be increased to take account of such recoverable VAT.

Further, if under a reverse charge mechanism the Parent termination fee is treated by the relevant taxing authority as consideration for a taxable supply in respect of which Parent is liable to account for VAT, then:

Parent will (i) account for, under the reverse charge procedure, and pay to the relevant taxing authority any VAT chargeable thereon, and (ii) use reasonable efforts to recover (by refund, credit, deduction or otherwise) any such VAT; and

the amount of the Parent termination fee payable by Parent shall be reduced by an amount such that the sum payable by Parent, when aggregated with any irrecoverable VAT thereon, is equal to the amount of the Parent termination fee that would be payable but for the adjustment described in this bullet point

such that after making any such adjustments the aggregate of (I) the total amount of the Parent termination fee paid to the Company (including any amount in respect of VAT) plus (II) any irrecoverable VAT incurred under a reverse charge mechanism, together with any related interest or penalties in respect of such reverse charge VAT (but excluding any interest or penalties arising as a result of the unreasonable delay or default of Parent, or relating to any period after the Company has accounted to Parent for any reduction in the Parent termination fee), less (III) any VAT which is recovered or recoverable, will be equal to the amount that the Parent termination fee would have been in the absence of such VAT.

If the Company base termination fee or the Company additional termination fee is treated by any taxing authority in whole or in part as the consideration for a taxable supply for VAT purposes, then the above outlined procedures will apply as if instances of Parent termination fee read "Company base termination fee or Company additional termination fee, as applicable" and instances of the Company read "Parent" and vice versa.

References to Parent and the Company include, where applicable, references to a member of any group of which such entity is a member for VAT purposes.

In no event or circumstance shall Parent be required to make a payment which is more than the maximum amount permitted to be paid without the prior approval of its stockholders pursuant to the applicable UK listing rules.

Amendment; Extension; Waiver; Procedures

Amendment

The merger agreement may be amended, modified or supplemented by the parties to the merger agreement by action taken or authorized by their respective boards of directors at any time prior to the effective time of the merger, whether before or after receipt of the Company stockholder approval or the Parent stockholder approval, except that after receipt of the Company stockholder approval or the Parent stockholder approval, no amendment may be made that pursuant to applicable law requires further approval or adoption by the stockholders of the Company or Parent, respectively, without such further approval or adoption. The merger agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment, modification or supplement to the merger agreement (as applicable), signed on behalf of each of the parties to the merger agreement.

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Extension; Waiver

At any time prior to the effective time of the merger, the parties to the merger agreement, by action taken or authorized by their respective boards of directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties to the merger agreement, (ii) waive any inaccuracies in the representations and warranties contained in the merger agreement or in any document delivered pursuant the merger agreement and (iii) waive compliance with any of the agreements or conditions contained in the merger agreement. Any agreement on the part of a party to the merger agreement to any such extension or waiver will be valid only if set forth in a written instrument signed on behalf of such party. Such extension or waiver will not apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. The failure of any party to the merger agreement to assert any of its rights under the merger agreement or otherwise will not constitute a waiver of such rights.

Procedure for Termination, Amendment, Extension or Waiver

A termination, amendment, modification, supplement, extension or waiver of the merger agreement will, in order to be effective, require action by the respective board of directors of the applicable parties.

Remedies

Under the merger agreement, the parties thereto have acknowledged and agreed that (i) prior to the termination of the merger agreement, the parties will be entitled to an injunction or injunctions to prevent breaches of the merger agreement and to enforce specifically the terms and provisions of the merger agreement, without proof of actual damages, in addition to any other remedy to which they are entitled under the merger agreement, at law or in equity, (ii) the termination fee provisions in the merger agreement are not intended to and do not adequately compensate for the harm that would result from a breach of the merger agreement and do not diminish or otherwise impair in any respect any party's right to specific enforcement and (iii) the right of specific enforcement of the merger agreement is an integral part of the transactions contemplated thereby, and without that right, neither the Company nor Parent would have entered into the merger agreement.

Governing Law; Submission to Jurisdiction

The merger agreement is governed by the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

Each of the parties to the merger agreement consented to submit itself to the exclusive personal jurisdiction of the Delaware Court of Chancery or, if that court does not have jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Litigation Division), or, if the subject matters of the action is one over which exclusive jurisdiction is vested in the courts of the United States of America, a federal court sitting in the State of Delaware in any action or proceeding arising out of or relating to the merger agreement or any of the transactions contemplated by the merger agreement.

Except as specifically set forth in the debt commitment letters, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the debt financing sources in any way relating to the merger agreement or any of the transactions contemplated by the merger agreement, including any dispute arising out of or relating in any way any debt financing or the performance thereof of the transactions contemplated thereby, shall be exclusively governed by and construed in accordance with, the internal laws of the State of New York or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table shows information with respect to beneficial ownership of Company common stock, as of December 18, 2017, based upon our review of documents filed with the SEC with respect to the ownership of Company common stock, for:

each of our directors and our executive officers listed in the table provided below, whom we refer to as our named executive officers;

all of our current directors and executive officers as a group; and

each person known by us to beneficially own five percent or more of either class of our Common Stock.

We have calculated the percentage of beneficial ownership based on 133,307,144 shares of Class A common stock and 23,708,639 shares of Class B common stock outstanding as of the close of business on December 18, 2017.

	Class A common stock		Class B common stock		
Name of beneficial owner	**Amount and Nature of Beneficial Ownership(1)**	**Percent of Class**	**Amount and Nature of Beneficial Ownership(1)**	**Percent of Class**	**Percentage of Voting Power(2)**
Directors					
Thomas D. Bell, Jr.(3)	126,939	*			*
Charles E. Brymer(3)	70,316	*			*
Michael L. Campbell(3)	698,199	*			*
Stephen A. Kaplan(3)	155,572	*			*
David H. Keyte(3)(4)	79,696	*			*
Lee M. Thomas(3)(5)	84,750	*			*
Jack Tyrrell(3)(6)	274,750	*			*
Alex Yemenidjian(3)	16,419	*			*
Named Executive Officers					
Amy E. Miles(7)	637,385	*			*
Gregory W. Dunn(8)	67,052	*			*
Peter B. Brandow(9)	212,715	*			*
David H. Ownby(10)	229,573	*			*
Group					
All directors and executive officers as a group (12 persons)	2,653,366	2.0%			*
Five Percent Stockholders					
The Anschutz Corporation(11)	36,148,639	23.0%	23,708,639	100%	67.4%
The Anschutz Foundation(12)	11,560,000	8.7%			3.1%
The Vanguard Group(13)	11,587,492	8.7%			3.1%
TD Bank Financial Group(14)	7,888,332	5.9%			2.1%
AllianceBernstein L.P.(15)	7,270,496	5.5%			2.0%

* Represents less than 1%

(1) Beneficial ownership is determined under the rules of the SEC and includes voting or investment power with respect to the securities. Unless indicated by footnote, the address for each listed director and executive officer is 101 E. Blount Avenue, Knoxville, Tennessee 37920. Except as indicated by footnote, the persons named in the table report having sole voting and investment power with respect to all shares of Class A common stock and Class B common stock shown as beneficially owned by them. Shares of Class A common stock that may be issuable upon the

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conversion of Class B common stock or performance shares within 60 days of December 18, 2017 are deemed outstanding for calculating the percentage of outstanding shares of the person holding such Class B common stock or performance shares, but are not deemed outstanding for calculating the percentage of any other person. Class B common stock may convert into Class A common stock on a one-for-one basis upon the election of the holder thereof.

(2)

Each share of Class A common stock has one vote and each share of Class B common stock has ten votes on all matters to be voted on by stockholders. This column represents the combined voting power of the outstanding shares of Class A common stock and Class B common stock held by such beneficial owner and assumes that no currently outstanding shares of Class B common stock have been converted into Class A common stock.

(3)

Includes 4,977 Company restricted shares.

(4)

Represents direct ownership of 68,162 shares of Class A common stock and indirect ownership of 11,534 shares of Class A common stock. The indirect ownership of 11,534 shares of Class A common stock consists of 5,767 shares held by the Hemenway Irrevocable Trust and 5,767 shares held by the Katherine Elizabeth Keyte Trust.

(5)

Represents direct ownership of 4,977 shares of Class A common stock and indirect ownership of 79,773 shares of Class A common stock. The indirect ownership of 79,773 shares of Class A common stock consists of 33,188 shares held by the Lee M. Thomas Living Trust and 46,585 shares held by the Thomas Family Foundation.

(6)

Represents direct ownership of 4,977 shares of Class A common stock and indirect ownership of 269,773 shares of Class A common stock. The indirect ownership of 269,773 shares of Class A common stock consists of 33,089 shares held by the Jack Tyrrell Revocable Trust, 100,000 shares held by JRS Partners GP and 136,684 shares held by the Sandra F. Tyrrell Revocable Trust.

(7)

Includes 171,338 Company restricted shares.

(8)

Includes 67,052 Company restricted shares.

(9)

Includes 49,464 Company restricted shares

(10)

Includes 54,459 Company restricted shares.

(11)

The 36,148,639 shares of Class A common stock represent: (i) 12,440,000 shares of Class A common stock owned directly by The Anschutz Corporation and (ii) 23,708,639 shares of Class A common stock issuable upon the conversion of a like number of shares of Class B common stock owned by The Anschutz Corporation. The address of The Anschutz Corporation is 555 17th Street, Suite 2400, Denver, CO 80202.

(12)

Based on information contained in the Schedule 13G filed by The Anschutz Foundation with the SEC on December 14, 2017. The address of The Anschutz Foundation is 1727 Tremont Place, Denver, CO 80202.

(13)

Based on information contained in the Schedule 13G filed by The Vanguard Group, which we refer to as Vanguard, with the SEC on February 10, 2017. Vanguard Fiduciary Trust Company, a wholly owned subsidiary of Vanguard, is the beneficial owner of 51,048 shares of Class A common stock as a result of its serving as investment manager of collective trust accounts. Vanguard Investments Australia, Ltd., a wholly owned subsidiary of Vanguard, is the beneficial owner of 17,781 shares of Class A common stock as a result of its serving as investment manager of Australian investment offerings. The address of Vanguard is 100 Vanguard Blvd., Malvern, PA 19355.

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(14)

Based on information contained in the Schedule 13G/A filed jointly by TD Asset Management Inc., which we refer to as TDAM, and Epoch Investment Partners, Inc., which we refer to as Epoch, with the SEC on February 10, 2017. TDAM and Epoch are wholly owned subsidiaries of TD Bank Financial Group. TDAM beneficially owns 358,338 shares of Class A common stock, Epoch beneficially owns 7,529,994 shares of Class A common stock, and collectively, TDAM and Epoch beneficially own 7,888,332 shares of Class A common stock. The address of TDAM is Canada Trust Tower, BCE Place, 161 Bay Street, 35th Floor, Toronto, Ontario, M5J 2T2. The address of Epoch is 399 Park Avenue, New York, New York 10022.

(15)

Based on information contained in the Schedule 13G filed by AllianceBernstein L.P., which we refer to as Alliance, with the SEC on February 10, 2017. Alliance is a majority owned subsidiary of AXA Financial, Inc. and an indirect majority owned subsidiary of AXA SA. Alliance may be deemed to share beneficial ownership with AXA reporting persons by virtue of 850 shares of Class A common stock acquired on behalf of the general and special accounts of the affiliated entities for which Alliance serves as a subadvisor. The address of Alliance is 1345 Avenue of the Americas, New York, NY 10105.

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APPRAISAL RIGHTS

If the merger is consummated, under Section 262 of the DGCL, holders of record of Company common stock who do not vote in favor of, or consent to, the adoption of the merger agreement, who properly demand appraisal of their shares, who do not fail to perfect, effectively withdraw, or otherwise lose their right to appraisal and who otherwise comply with the requirements for perfecting and preserving their appraisal rights under Section 262 of the DGCL will be entitled to receive, in lieu of the consideration being offered in the merger, payment in cash for the fair value of their shares of Company common stock (as of the effective time of the merger exclusive of any element of value arising from the accomplishment or expectation of the merger) as determined by the Delaware Court of Chancery in an appraisal proceeding, together with interest to be paid on the amount determined to be fair value, if any, as determined by the Delaware Court of Chancery. These rights are known as appraisal rights. Stockholders electing to exercise appraisal rights must strictly comply with the provisions of Section 262 of the DGCL in order to perfect and preserve their rights. **Failure to strictly comply with the procedures specified in Section 262 of the DGCL in a timely and proper manner will result in the loss of appraisal rights under the DGCL.**

The following is intended as a brief summary of the law pertaining to appraisal rights under the DGCL. This summary, however, is not a complete summary of the law pertaining to appraisal rights under the DGCL and is qualified in its entirety by the full text of Section 262 of the DGCL, which is attached as *Annex C* to this Information Statement.

Under Section 262 of the DGCL, when a merger is adopted by stockholders by written consent in lieu of a meeting of stockholders, either the constituent corporation before the effective date of the merger or the surviving corporation within 10 days after the effective date of the merger, must notify each stockholder entitled to appraisal rights of the approval of the merger and that appraisal rights are available. Such notice may, and, if given on or after the effective date of the merger, shall, also notify such stockholders of the effective date of the merger. A copy of Section 262 of the DGCL must be included with such notice. **This Information Statement constitutes the Company's notice to its stockholders of the approval of the merger and the availability of appraisal rights in connection with the merger and the full text of Section 262 of the DGCL is attached to this Information Statement as *Annex C*.**

If the appraisal notice described above does not notify stockholders of the effective date of the merger, then either (i) each constituent corporation shall send a second notice before the effective date of the merger notifying each stockholder entitled to appraisal rights of the effective date of the merger or (ii) the surviving corporation shall send a second notice to all such holders on or within 10 days after the effective date of the merger. If the second notice is sent more than 20 days following the sending of the first notice, the second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with Section 262 of the DGCL.

Stockholders who may wish to exercise their appraisal rights or may wish to preserve their right to do so should review carefully the discussion in this section and *Annex C* in its entirety and should consult with their legal advisor, since failure to timely comply with the procedures set forth therein will result in the loss of such rights. A stockholder who fails to perfect, effectively withdraws, or otherwise loses his, her or its appraisal rights will be entitled to receive the $23.00 per share cash merger consideration.

Stockholders who wish to exercise their right to demand appraisal of their shares of Company common stock under Section 262 of the DGCL must:

not have voted in favor of or consented in writing to the merger; and

hold their shares on the date of making of the demand for appraisal; and

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continuously hold their shares through the effective date of the merger; and

deliver to the Company (at the address set forth below) as the surviving corporation in the merger a written demand for appraisal in accordance with Section 262 of the DGCL.

Stockholders wishing to exercise the right to demand appraisal of their shares of Company common stock under Section 262 of the DGCL **must demand in writing an appraisal of such shares no later than 20 days after the mailing of this Information Statement, which 20th day is , 2018.**

All demands for appraisal pursuant to Section 262 of the DGCL must be delivered to the Company at the following address:

Regal Entertainment Group, Attention: Secretary, 101 E. Blount Avenue, Knoxville, Tennessee 37920

A demand for appraisal must be executed by, or in the name of, the stockholder of record, fully and correctly, as the stockholder's name appears on the stock ledger of the Company and on his, her or its stock certificate(s), if any, and must reasonably inform the Company of the identity of the stockholder of record and that such stockholder intends thereby to demand appraisal of their shares of the Company common stock.

If you fail to make such a demand by , 2018, you will be entitled to receive the $23.00 per share cash merger consideration for your shares of Company common stock as provided for in the merger agreement, but you will have no appraisal rights with respect to your shares of Company common stock.

Only a holder of record of shares of Company common stock is entitled to demand appraisal of the shares registered in that holder's name. Beneficial owners who do not also hold the shares of record may not directly make appraisal demands to the Company. The beneficial holder must, in such cases, have the registered owner, such as a bank, brokerage firm or other nominee, submit the required demand in respect of those shares.

If the shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of a demand for appraisal should be made in that capacity. If the shares are owned of record jointly by more than one person, as in a joint tenancy or tenancy in common, the demand must be executed by or on behalf of all joint owners.

An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal on behalf of a stockholder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, he or she is acting as agent for the record owners.

A record holder, such as a bank, brokerage firm or other nominee who holds shares as a nominee for several beneficial owners, may exercise appraisal rights with respect to the shares held for one or more beneficial owners, while not exercising this right for other beneficial owners. In that case, the written demand should state the number of shares as to which appraisal is sought. Where no number of shares is expressly mentioned, the demand will be presumed to cover all shares held in the name of the record owner. **If you hold your shares of Company common stock in a bank, a brokerage account or other nominee form and wish to exercise appraisal rights, you should consult with your bank or broker or the other nominee to determine the appropriate procedures for the nominee to make a demand for appraisal. A person having a beneficial interest in shares of Company common stock held of record in the name of another person, such as a bank, brokerage firm or other nominee, must act promptly to cause the record holder to properly follow the steps summarized herein and perfect appraisal rights in a timely manner.**

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Prior to the merger or within 10 days after the effective date of the merger, the Company or the surviving corporation must provide notice of the effective time of the merger to all stockholders entitled to appraisal rights. If such notice is sent more than 20 days after the sending of this Information Statement, we will only send it to stockholders who are entitled to appraisal rights and who have demanded appraisal in accordance with Section 262 of the DGCL. At any time within 60 days after the effective date of the merger, any stockholder who has demanded an appraisal, but who has not commenced an appraisal proceeding or joined that proceeding as a named party, has the right to withdraw the demand and to accept the merger consideration in accordance with the merger agreement. Any attempt to withdraw made more than 60 days after the effective date of the merger will require the written approval of the surviving corporation. No appraisal proceeding before the Delaware Court of Chancery as to any stockholder will be dismissed without the approval of the Delaware Court of Chancery, which approval may be conditioned upon any terms the Delaware Court of Chancery deems just; provided, however, that any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party may withdraw its demand for appraisal and accept the merger consideration offered pursuant to the merger agreement within 60 days after the effective date of the merger. If the surviving corporation does not approve a stockholder's request to withdraw a demand for appraisal when the approval is required or, except with respect to a stockholder that withdraws his, her or its right to appraisal in accordance with the proviso in the immediately preceding sentence, if the Delaware Court of Chancery does not approve the dismissal of an appraisal proceeding, the stockholder would be entitled to receive only the appraised value determined in any such appraisal proceeding. This value could be greater than, less than, or the same as the value of the merger consideration offered pursuant to the merger agreement.

Within 120 days after the effective date of the merger, either the surviving corporation or any stockholder who has complied with the requirements of Section 262 of the DGCL may commence an appraisal proceeding by filing a petition in the Delaware Court of Chancery demanding a determination of the value of the shares held by all stockholders entitled to appraisal. Upon the filing of the petition by a stockholder, service of a copy of such petition shall be made upon the surviving corporation. The surviving corporation has no obligation or present intention to file such a petition in the event there are dissenting stockholders. Accordingly, the failure of a stockholder to file such a petition within the time period and in the manner prescribed in Section 262 of the DGCL will nullify the stockholder's previously submitted written demand for appraisal.

Within 120 days after the effective date of the merger, any stockholder who has complied with Section 262 of the DGCL, or a beneficial owner of shares held either in a voting trust or by a nominee on behalf of such beneficial owner, shall, upon written request to the surviving corporation, be entitled to receive a written statement setting forth the aggregate number of shares not voted in favor of the merger and with respect to which demands for appraisal rights have been received and the aggregate number of holders of such shares. Such written statement must be mailed to the requesting stockholder within 10 days after such written request is received by the surviving corporation or within 10 days after expiration of the period for delivery of demands for appraisal, whichever is later.

If a petition for appraisal is duly filed by a stockholder, the stockholder must deliver a copy of the petition to the surviving corporation, and the surviving corporation will then be obligated, within 20 days after receiving service of a copy of the petition, to provide the Register in Chancery with a duly verified list containing the names and addresses of all stockholders who have demanded an appraisal of their shares and with whom agreements as to the value of their shares have not been reached by the surviving corporation. After the Register in Chancery provides notice to those stockholders and the surviving corporation (if so ordered by the Delaware Court of Chancery), the Delaware Court of Chancery is empowered to conduct a hearing upon the petition to determine those stockholders who have complied with Section 262 of the DGCL and who have become entitled to the appraisal rights provided thereby. The Delaware Court of Chancery may require the stockholders who demanded

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appraisal of their shares and who hold stock represented by certificates to submit their stock certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings, and if any stockholder fails to comply with such direction, the Delaware Court of Chancery may dismiss the proceedings as to such stockholder. The Delaware Court of Chancery will dismiss the proceedings as to all holders of such shares who are otherwise entitled to appraisal rights unless the total number of shares entitled to appraisal exceeds 1% of the outstanding shares eligible for appraisal or the value of the consideration provided in the merger for such total number of shares exceeds $1 million.

After the Delaware Court of Chancery's determination of the stockholders entitled to appraisal of their shares of our common stock, an appraisal proceeding shall be conducted in accordance with the rules of the Delaware Court of Chancery, including any rules specifically governing appraisal proceedings. Through this proceeding, the Delaware Court of Chancery will determine the fair value of the shares of Company common stock as of the effective time of the merger exclusive of any element of value arising from the accomplishment or expectation of the merger, together with interest, if any, to be paid upon the amount determined to be the fair value. Unless the Delaware Court of Chancery in its discretion determines otherwise for good cause shown, and except in certain circumstances, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. When the value is determined, the Delaware Court of Chancery will direct the payment of such fair value, with interest, if any, by the surviving corporation to the stockholders entitled thereto. At any time before the entry of judgment in the proceedings, the surviving corporation may pay to each stockholder entitled to appraisal an amount in cash, in which case interest shall accrue thereafter as provided in Section 262 of the DGCL only upon the sum of (1) the difference, if any, between the amount so paid and the fair value of the shares as determined by the Delaware Court of Chancery, and (2) interest theretofore accrued, unless paid at that time. Upon application by the surviving corporation or by any stockholder entitled to participate in the appraisal proceeding, the Delaware Court of Chancery may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving corporation pursuant to Section 262 of the DGCL and who has submitted such stockholder's stock certificates to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under Section 262 of the DGCL.

In determining fair value, the Delaware Court of Chancery is required to take into account all relevant factors. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court discussed the factors that could be considered in determining fair value in an appraisal proceeding, stating that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered and that "[f]air price obviously requires consideration of all relevant factors involving the value of a company." The Delaware Supreme Court has stated that, in making this determination of fair value, the court must consider market value, asset value, dividends, earnings prospects, the nature of the enterprise and any other factors which could be ascertained as of the date of the merger which throw any light on future prospects of the merged corporation. Section 262 of the DGCL provides that fair value is to be "exclusive of any element of value arising from the accomplishment or expectation of the merger." In *Cede & Co. v. Technicolor, Inc.*, the Delaware Supreme Court stated that such exclusion is a "narrow exclusion [that] does not encompass known elements of value," but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. In *Weinberger*, the Delaware Supreme Court construed Section 262 of the DGCL to mean that "elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered." An opinion of an investment banking firm as to the fairness from a financial point of view of the consideration payable in a merger is not an opinion as

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to, and does not in any manner address, fair value under Section 262 of the DGCL. The fair value of their shares as determined under Section 262 of the DGCL could be greater than, the same as, or less than the value of the merger consideration. No representation is made as to the outcome of the appraisal of fair value as determined by the Delaware Court of Chancery. In addition, Delaware courts have decided that the statutory appraisal remedy, depending on factual circumstances, may or may not be a dissenter's exclusive remedy. **You should be aware that the fair value of your shares as determined under Section 262 of the DGCL could be greater than, the same as, or less than the merger consideration that you would otherwise be entitled to receive under the terms of the merger agreement. The Company does not anticipate offering greater than the merger consideration to any stockholder who exercises appraisal rights and reserves the right to assert, in any appraisal proceeding, that, for purposes of Section 262 of the DGCL, the fair value of the shares of Company common stock is less than the merger consideration.**

Costs of the appraisal proceeding may be imposed upon the surviving corporation and the stockholders participating in the appraisal proceeding by the Delaware Court of Chancery as the Delaware Court of Chancery deems equitable in the circumstances. Upon the application of a stockholder, the Delaware Court of Chancery may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. Any stockholder who has demanded appraisal rights will not, after the effective date of the merger, be entitled to vote such shares for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than dividends or other distributions payable to stockholders of record at a date prior to the effective date of the merger; however, if no petition for appraisal is filed within 120 days after the effective date of the merger, or if the stockholder delivers a written withdrawal of his, her or its demand for appraisal and an acceptance of the terms of the merger, either within 60 days after the effective date of the merger or thereafter with the written approval of the surviving corporation, then the right of such stockholder to appraisal will cease and such stockholder will be entitled to receive the merger consideration, without interest, for shares of his, her or its Company common stock pursuant to the merger agreement.

In view of the complexity of Section 262 of the DGCL, our stockholders who may wish to dissent from the merger and pursue appraisal rights should consult their legal advisor. To the extent there are any inconsistencies between the foregoing summary and Section 262 of the DGCL, the DGCL shall govern

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MARKET PRICE AND DIVIDEND INFORMATION

The Company's Class A common stock trades on the New York Stock Exchange under the symbol "RGC". There is no established public trading market for the Company's Class B common stock. The table below provides the high and low closing prices of the Class A common stock for the periods indicated, as reported by the New York Stock Exchange.

	High	Low
Fiscal Year 2017		
Fourth quarter (through December 21, 2017)	$ 22.99	$ 15.00
Third quarter	$ 20.38	$ 13.98
Second quarter	$ 22.63	$ 20.14
First quarter	$ 23.08	$ 21.24
Fiscal Year 2016 (ended December 31, 2016)		
Fourth quarter	$ 24.45	$ 20.51
Third quarter	$ 24.05	$ 21.30
Second quarter	$ 22.04	$ 19.57
First quarter	$ 21.67	$ 16.68
Fiscal Year 2015 (ended December 31, 2015)		
Fourth quarter	$ 20.07	$ 17.86
Third quarter	$ 20.96	$ 17.69
Second quarter	$ 23.60	$ 20.31
First quarter	$ 24.28	$ 19.78

On December 1, 2017, the last full trading day prior to the Board's adoption of the merger agreement, the reported closing price for the Class A common stock was $20.50 per share. The $23.00 per share to be paid for each share of Company common stock in the merger represents a premium of a 43.2% to the volume weighted average prices of the Class A common stock during the 30 days prior to the publication of media reports regarding a possible acquisition of the Company by Parent. On December 21, 2017, the latest practicable trading date before the filing of this Information Statement, the reported closing price for the Class A common stock was $22.99.

As of the close of business on the December 18, 2017, there were (i) 133,307,114 shares of Class A common stock outstanding and entitled to vote, held by 230 stockholders of record and (ii) 23,708,639 shares of Class B common stock outstanding and entitled to vote, held by one stockholder of record. The number of stockholders is based upon the actual number of stockholders registered in our records at such date and excludes stockholders of shares in "street name" or persons, partnerships, associations, corporations or other entities identified in security positions listings maintained by depository trust companies.

The Company currently pays regular quarterly cash dividends on its Class A common stock and Class B common stock. The Company most recently paid a cash dividend on its Class A common stock and Class B common stock on December 15, 2017 of $0.22 per share. In connection with the transactions contemplated by the merger agreement, the Company is entitled to continue to declare and pay such regular quarterly cash dividends on its Class A common stock and Class B common stock, with declaration, record and payment dates reasonably consistent with the Company's historical practices, and in an amount not to exceed $0.22 per share (subject to equitable adjustments pursuant to the merger agreement) including (i) its first quarter 2018 dividend on the earlier of March 15, 2018 or immediately prior to the closing and (ii) if the closing occurs after April 20, 2018, its second quarter 2018 dividend on the earlier of June 15, 2018 or immediately prior to closing.

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VOTING AGREEMENT AND IRREVOCABLE UNDERTAKINGS

The summary of the material provisions of the voting agreement and irrevocable undertakings set forth below and elsewhere in this Information Statement is qualified in its entirety by reference to the voting agreement and irrevocable undertakings, copies of which are attached to this Information Statement as Annexes D-1, D-2 and D-3 and which are incorporated by reference in this Information Statement. The rights and obligations of the parties are governed by the express terms and conditions of the voting agreement and irrevocable undertakings and not by this discussion, which is summary by nature. This summary does not purport to be complete and may not contain all of the information about the voting agreement and irrevocable undertakings that is important to you. We encourage you to read the voting agreement and irrevocable undertakings carefully in their entirety, as well as this Information Statement and any documents incorporated by reference herein.

Voting and Support Agreement of Principal Stockholder

Concurrently with the execution and delivery of the merger agreement, the Principal Stockholder entered into a voting agreement with Parent, which we refer to as the voting agreement, with respect to all Company common stock owned beneficially or of record by the Principal Stockholder, and any additional shares of Company common stock that the Principal Stockholder acquires beneficially or of record during the term of the voting agreement. As of the date of the voting agreement, the Principal Stockholder beneficially owned 12,440,000 shares of the Company's Class A common stock and 23,708,639 shares of the Company's Class B common stock, representing approximately 67% of the combined voting power of the issued and outstanding Company common stock.

Pursuant to the voting agreement and subject to the terms and conditions thereof, the Principal Stockholder agreed to deliver the written consent to the Company and Parent, immediately prior to the Parent stockholders meeting. As discussed above under the section entitled "*The Merger Required Approval of the Merger; Record Date; Action by Stockholder Consent*" the written consent was delivered on , 2018.

The written consent is effective immediately following the satisfaction of all of the following conditions: (i) the go-shop period has expired; (ii) the Parent's stockholders have approved the merger and the rights issue; (iii) the Company has received a certificate from the Parent's financing sources reaffirming their financing commitments; and (iv) the Board has not withheld, withdrawn or modified its recommendation regarding the merger and the voting agreement shall not have terminated, as described below.

The voting agreement will terminate as of the earliest to occur of: (i) termination of the merger agreement pursuant to its terms; (ii) the effective time; (iii) the date of any amendment, modification, extension or supplement to, or waiver of, any provision of the merger agreement (except, in any case, with the prior written consent of the Principal Stockholder); (iv) the date upon which Parent and the Principal Stockholder agree in writing to terminate the voting agreement; (v) the date of a Parent Board recommendation change; and (vi) the date on which the Principal Stockholder elects to terminate the voting agreement following a Company Board recommendation change.

In addition, subject to the terms and conditions of the voting agreement, the Principal Stockholder agreed (i) not to transfer its shares of Company common stock, subject to certain exceptions specified in the voting agreement and (ii) after the expiration of the go-shop period, to be subject to customary restrictions on its and its representatives' ability to solicit proposals or engage in discussions relating to alternative acquisition proposals.

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Irrevocable Undertakings

Concurrently with the execution and delivery of the merger agreement, GCH entered into an irrevocable undertaking with the Company, which we refer to as the GCH irrevocable undertaking, with respect to all shares in the capital of the Parent that GCH beneficially owns or is otherwise able to control the voting rights of, which we refer to as the GCH shares, pursuant to which GCH has agreed to vote in favor of the merger and the rights issue and to fully subscribe for its pro rata share of the rights issue.

Additionally, GCH has agreed to pay the Company a termination fee of $4,849,037 if the merger agreement is terminated:

- by either Parent or the Company if the Parent stockholder approval is not obtained at the Parent stockholders meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement and of resolutions required to implement the rights issue was taken;

- by the Company if the rights admission has not occurred by the third business day following the date on which the Parent stockholder approval is obtained, if the completion of the rights issue has not occurred on or before March 31, 2018, or if the debt commitment letters are not in full force or effect as of March 31, 2018 and Parent and US Holdco have not arranged replacement financing in accordance with the terms of the merger agreement;

- by the Company if the underwriting agreement is terminated or if any underwriters to the rights issue invoke a failure of any condition to the underwriting of the rights issue under the underwriting agreement; or

- by the Company if (i) the mutual closing conditions and Parent's closing conditions (other than those conditions that by their nature are to be satisfied by actions taken at the closing) have been satisfied at the time the closing was required to occur pursuant to the terms of the merger agreement, (ii) the Company has confirmed by notice to Parent that all of the Company' closing conditions have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the closing) or that it is willing to waive any unsatisfied conditions to the Company's obligation to close and (iii) the merger shall not have been consummated within three business days after the delivery of such notice.

Further, GCH has agreed to pay the Company a termination fee of $75,000,000 in the event the merger agreement is terminated (x) by either Parent or the Company if the effective time of the merger has not occurred on or before the outside date or if the Parent stockholder approval is not obtained at the Parent stockholders meeting or at any adjournment or postponement thereof at which a vote on the adoption of the merger agreement and of resolutions required to implement the rights issue was taken, (y) by the Company, prior to the effective time, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Parent, US Holdco or Merger Sub set forth in the merger agreement, which breach or failure to perform (1) would cause certain closing conditions applicable to the Company set forth in the merger agreement not to be satisfied, and (2) has not been cured within 20 business days following receipt by Parent of written notice of such breach or failure to perform from the Company, or (z) by the Company in the event of a Parent Board recommendation change related to a Parent acquisition proposal, or if a tender offer or exchange offer for outstanding shares of Parent common stock has been commenced and the Parent Board has recommended that the stockholders of the Parent tender their shares in such tender or exchange offer or within ten business days of the commencement of such tender offer or exchange offer, the Parent Board shall have failed to recommend against acceptance of such offer; provided that in the case of clause (x) or (y), before the date of such termination, a Parent acquisition proposal has been publicly announced and not withdrawn, and within 12 months after the date of termination,

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Parent has consummated, or shall have entered into a definitive agreement which is thereafter consummated with respect to, any Parent acquisition proposal.

The parties anticipate that any termination fees payable by GCH, which we refer to as the GCH termination fees, if paid, being compensatory in nature, will not be treated, in whole or in part, as consideration for a taxable supply for VAT purposes.

However, if the GCH termination fee is treated by the relevant taxing authority as consideration for a taxable supply in respect of which the Company is liable to account for VAT, then:

- the Company will issue a valid VAT invoice to GCH, and GCH will use reasonable efforts to recover (by refund, credit, deduction or otherwise) such VAT;

- if and to the extent that such VAT is not recoverable by GCH by refund, credit, deduction or otherwise (provided GCH has used its reasonable efforts to recover such VAT as described in the bullet-point immediately above), no additional amount shall be paid in respect of VAT and the GCH termination fee shall be VAT inclusive; and/or

- if and to the extent that such VAT is recoverable by GCH by refund, credit, deduction or otherwise, or would be recoverable by GCH had GCH used reasonable efforts to recover such VAT, the amount of the GCH termination fee will be increased to take account of such recoverable VAT.

Further, if under a reverse charge mechanism a GCH termination fee is treated by the relevant taxing authority as consideration for a taxable supply in respect of which GCH is liable to account for VAT, then:

- GCH will (i) account for, under the reverse charge procedure, and pay to the relevant taxing authority any VAT chargeable thereon, and (ii) use reasonable efforts to recover (by refund, credit, deduction or otherwise) any such VAT; and

- the amount of the GCH termination fee payable by GCH shall be reduced by an amount such that the sum payable by GCH, when aggregated with any irrecoverable VAT thereon, is equal to the amount of the GCH termination fee that would be payable but for the adjustment described in this bullet point

such that after making any such adjustments the aggregate of (I) the total amount of the GCH termination fee paid to the Company (including any amount in respect of VAT) plus (II) any irrecoverable VAT incurred under a reverse charge mechanism, together with any related interest or penalties in respect of such reverse charge VAT (but excluding any interest or penalties arising as a result of the unreasonable delay or default of GCH, or relating to any period after the Company has accounted to GCH for any reduction in the GCH termination fee), less (III) any VAT which is recovered or recoverable, will be equal to the amount that the GCH termination fee would have been in the absence of such VAT.

References to GCH and the Company include, where applicable, references to a member of any group of which such entity is a member for VAT purposes.

As of the date of the GCH irrevocable undertaking, the GCH shares represented approximately 28% of the voting power of the Parent's capital stock.

Concurrently with the execution and delivery of the merger agreement, the trustees of trusts, which we refer to as the Trusts, of which Anthony Bloom, the chairman of the Parent Board, is a potential discretionary beneficiary have also entered into an irrevocable undertaking with the Company, which we refer to as the Chairman irrevocable undertaking, with respect to all shares in the capital of the Parent that the Trusts beneficially own or are otherwise able to control the voting rights of, which we refer to as the Trust Held shares, pursuant to which the Trusts have agreed to vote in favor of the merger and the rights issue. As of the date of the Chairman irrevocable undertaking, the Trust Held shares represented approximately 0.8% of the voting power of the Parent's capital stock.

GCH and the Trusts' obligations to vote in favor of the merger and the rights issue are suspended in the event of a Parent Board recommendation change.

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HOUSEHOLDING

As permitted under the Exchange Act, in those instances where we are mailing a printed copy of this Information Statement, only one copy of this Information Statement is being delivered to stockholders that reside at the same address and share the same last name, unless such stockholders have notified the Company of their desire to receive multiple copies of this Information Statement. This practice, known as "householding", is designed to reduce duplicate mailings and save significant printing and postage costs as well as natural resources.

The Company will promptly deliver, upon oral or written request, a separate copy of this Information Statement to any stockholder residing at an address to which only one copy was mailed. Requests for additional copies should be directed to the Company be mailing Regal Entertainment Group, Attention: Investor Relations, 101 E. Blount Avenue, Knoxville, Tennessee 37920, or by calling (865) 922-1123. Stockholders residing at the same address and currently receiving multiple copies of this Information Statement may contact the Company at the address or telephone number above to request that only a single copy of an information statement be mailed in the future.

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ADDITIONAL INFORMATION

The following documents that the Company previously filed with the SEC accompany this Information Statement, portions of which are referenced herein:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 included as *Annex E* to this Information Statement, and the amendment thereto filed on March 22, 2017 included as *Annex F* to this information statement;
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 included as *Annex G* to this Information Statement;
- our Quarterly Report on Form 10-Q for the quarter ended June 30, 2017 included as *Annex H* to this information statement; and
- our Quarterly Report on Form 10-Q for the quarter ended September 30, 2017 included as *Annex I* to this Information Statement.

Such Annual Report, as amended, and Quarterly Reports should be read in conjunction with this Information Statement.

WHERE YOU CAN FIND MORE INFORMATION

The Company is subject to the informational requirements of the Exchange Act. We file reports, proxy statements and other information with the SEC. You may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an internet site that contains our reports, proxy and information statements and other information at *www.sec.gov*.

The Company will make available a copy of the documents we file with the SEC on the "Investors" section of our website at investor.regmovies.com/ as soon as reasonably practicable after filing these materials with the SEC. The information provided on our website is not part of this Information Statement, and therefore is not incorporated by reference. Copies of any of these documents may be obtained free of charge on our website.

The information contained in this Information Statement speaks only as of the date indicated on the cover of this Information Statement unless the information specifically indicates that another date applies.

We have not authorized anyone to give you any information or to make any representation about the proposed merger or the Company that is different from or adds to the information contained in this Information Statement or in the documents we have publicly filed with the SEC. Therefore, if anyone does give you any different or additional information, you should not rely on it.

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ANNEX A

Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

REGAL ENTERTAINMENT GROUP,

CROWN MERGER SUB, INC.,

CROWN INTERMEDIATE HOLDCO, INC.

and

CINEWORLD GROUP PLC

Dated as of December 5, 2017

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), is made and entered into as of this fifth day of December, 2017, by and among Cineworld Group plc, a public limited company incorporated in England and Wales (the "*Parent*"), Crown Intermediate Holdco, Inc., a Delaware corporation and an indirect wholly owned subsidiary of the Parent ("*US Holdco*"), Crown Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of US Holdco (the "*Merger Sub*") and Regal Entertainment Group, a Delaware corporation (the "*Company*").

RECITALS

WHEREAS, the parties intend that the Merger Sub, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, merge with and into the Company, with the Company continuing as the surviving corporation of such merger (the "*Merger*");

WHEREAS, the Company Board has unanimously (a) determined and declared that it is in the best interests of the Company and the stockholders of the Company that the Company enter into this Agreement and consummate the Merger and the other transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, (b) approved and declared the advisability of this Agreement, the Merger and the other transactions contemplated by this Agreement, (c) declared that the terms of the Merger are fair to the Company and the Company's stockholders and (d) directed that this Agreement be submitted to Company stockholders for adoption and resolved, subject to Section 6.1, to recommend adoption of this Agreement, by such stockholders;

WHEREAS, the Parent Board has duly resolved (a) that the entry into this Agreement and consummation of the Merger, the Rights Issue and the other transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, are most likely to promote the success of the Parent for the benefit of its stockholders as a whole, (b) to approve this Agreement, the Merger, the Rights Issue and the other transactions contemplated by this Agreement, and (c) to direct that the Merger and the stockholder resolutions required to approve the Merger and to implement the Rights Issue be submitted to the Parent's stockholders at the Parent Stockholders Meeting for their approval and, subject to Section 6.15(e), to recommend that the shareholders of the Parent pass the shareholder resolutions required to approve the Merger and to implement the Rights Issue;

WHEREAS, the board of directors of US Holdco has approved this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, the board of directors of the Merger Sub has (a) approved and declared the advisability of this Agreement, the Merger and the other transactions contemplated by this Agreement, and (b) directed that this Agreement be submitted to the sole stockholder of the Merger Sub for its adoption and recommended that the sole stockholder of the Merger Sub adopt this Agreement;

WHEREAS, concurrently with the execution of this Agreement, and as an inducement to the willingness of the Parent and US Holdco to enter into this Agreement, a certain stockholder of the Company who holds at least 50.1% of the outstanding votes of Company Common Stock (the "*Principal Stockholder*") is entering into an agreement (the "*Company Voting Agreement*") with the Parent pursuant to which, among other things, the Principal Stockholder has agreed, subject to the terms thereof, to execute and deliver to the Company and the Parent a written consent, substantially in the form prescribed therein (the "*Written Consent*") immediately prior to the Parent Stockholders Meeting, pursuant to which such Principal Stockholder shall adopt this Agreement in accordance with Section 228 and Section 251(c) under the DGCL, which Written Consent shall be effective immediately following the receipt of the Parent Stockholder Approval at the Parent Stockholders Meeting and satisfaction of the other conditions set forth in the Company Voting Agreement; and

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WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition to the willingness of the Company to enter into this Agreement, each of GCH and Sirius Trust/Pax Settlement are entering into an Irrevocable Undertaking (the "*Parent Irrevocable Undertakings*") with the Company pursuant to which, subject to the terms and conditions set forth in the Parent Irrevocable Undertakings, among other things, each of GCH and Sirius Trust/Pax Settlement has irrevocably undertaken to vote the ordinary shares of the Parent over which each has voting control in favor of approval of the Merger and the other transactions contemplated by this Agreement, and the resolutions required to implement the Rights Issue.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the Parent, US Holdco the Merger Sub and the Company, intending to be legally bound, hereby agree as follows:

ARTICLE I

THE MERGER

1.1 *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, the Merger Sub shall merge with and into the Company at the Effective Time.

1.2 *Effective Time of the Merger.* Upon the terms and subject to the satisfaction or waiver (to the extent permitted herein and by Applicable Law) of the conditions set forth in this Agreement, as soon as practicable on the Closing Date, the Parent, US Holdco, the Merger Sub and the Company shall cause a certificate of merger and any other appropriate documents (in any such case, the "*Certificate of Merger*") to be duly prepared, executed and acknowledged in accordance with the relevant provisions of the DGCL and filed with the Secretary of State. The Merger shall become effective upon the due filing of the Certificate of Merger with the Secretary of State or at such subsequent time or date as the Parent and the Company shall agree and specify in the Certificate of Merger (the "*Effective Time*").

1.3 *Closing.* Subject to the satisfaction or waiver (to the extent permitted herein and by Applicable Law) of the conditions set forth in Article VII, the Closing shall take place remotely via the electronic exchange of counterpart signature pages as soon as practicable (but in any event no later than the third Business Day) following the day on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of such conditions at the Closing) shall be satisfied or waived in accordance with this Agreement, or at such other date, time or place as the parties hereto shall agree in writing; provided that, in no event shall the Parent and US Holdco be obligated to effect the Closing until the date that is twenty (20) Business Days following the date of receipt of the Parent Stockholder Approval, which shall be automatically extended, if and to the extent, the Parent reasonably believes in good faith, based on the advice of outside legal counsel and after consultation with the Company, that it is required to supplement the Parent Shareholders Circular and provide additional time for shareholders of the Parent to consider the information in the supplement, provided that the duration of any such extension shall be the minimum number of Business Days which the Parent Board reasonably believes in good faith, based on advice of outside legal counsel, is required by the Listing Rules or the Prospectus Rules to enable the Parent to prepare and circulate the supplementary prospectus or circular and for the shareholders of the Parent to consider such supplementary prospectus or circular.

1.4 *Effects of the Merger.* At the Effective Time (a) the separate existence of the Merger Sub shall cease, the Merger Sub shall be merged with and into the Company and the Company shall continue as the Surviving Corporation in the Merger, (b) the certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated in its entirety to read as set forth on Exhibit A, and as so amended and restated shall be the certificate of

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incorporation of the Surviving Corporation until thereafter further amended in accordance with its terms and the DGCL, and (c) the bylaws of the Company as in effect immediately prior to the Effective Time shall be amended and restated in their entirety to read as set forth on Exhibit B, and as so amended and restated shall be the bylaws of the Surviving Corporation until thereafter further amended in accordance with their terms, the terms of the certificate of incorporation of the Surviving Corporation, and the DGCL. The Merger shall have the effects set forth in Section 259 of the DGCL and in this Agreement.

1.5 *Directors and Officers of the Surviving Corporation.* The parties shall take all requisite action so that the directors of the Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case to hold office in accordance with the term of office set forth in certificate of incorporation and bylaws of the Surviving Corporation and until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE II

TREATMENT OF COMPANY SECURITIES

2.1 *Conversion of Capital Stock.* As of the Effective Time, by virtue of the Merger and without any action on the part of the Company, the Merger Sub, US Holdco, the Parent or the holder of any shares of the capital stock of the Company or capital stock of the Merger Sub:

(a) *Capital Stock of the Merger Sub.* Each share of the common stock, par value $0.01 per share, of the Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) *Cancellation of Treasury Stock and Parent-Owned Stock.* All shares of Company Common Stock that are held in the treasury of the Company and any shares of Company Common Stock owned by the Company, any Subsidiary of the Company, the Parent, US Holdco, the Merger Sub or any other Subsidiary of the Parent immediately prior to the Effective Time shall be cancelled and shall cease to exist and no consideration shall be paid or delivered in exchange therefor.

(c) *Merger Consideration for Company Common Stock.* Subject to Section 2.2, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled in accordance with Section 2.1(b) and any Dissenting Shares) shall be automatically converted into the right to receive $23.00, without interest thereon (the "*Merger Consideration*"). As of the Effective Time and upon the conversion thereof, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a Certificate or Uncertificated Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration pursuant to this Section 2.1(c) in accordance with the provisions of Section 2.2.

(d) *Adjustments to Merger Consideration.* The Merger Consideration shall be adjusted to reflect fully the effect of any reclassification, stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company Common Stock), reorganization, recapitalization or other like change with respect to Company Common Stock occurring (or for which a record date is established) after the date hereof and prior to the Effective Time. Nothing in this Section 2.1(d) shall be construed to permit any party to take any action that is otherwise prohibited or restricted by any other provision in this Agreement.

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2.2 *Surrender of Certificates.*

(a) *Paying Agent.* At or prior to the Effective Time, (i) the Parent and US Holdco shall enter into an agreement (in form and substance reasonably acceptable to the Company) with the Paying Agent for the Paying Agent to act as paying agent for the Merger and (ii) US Holdco shall deposit, or cause to be deposited, with the Paying Agent, for the benefit of the holders of shares of Company Common Stock outstanding immediately prior to the Effective Time (other than Dissenting Shares), for payment through the Paying Agent in accordance with this Section 2.2, the Payment Fund. The Payment Fund shall not be used for any purpose other than as set forth in this Section 2.2. The Payment Fund shall be invested by the Paying Agent as directed by US Holdco; *provided*, *however*, that such investments shall be in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $10 billion (based on the most recent financial statements of such bank which are then publicly available); *provided*, *however*, that no gain or loss thereon shall affect the amounts payable hereunder and US Holdco shall take all actions necessary to ensure that the Payment Fund includes at all times cash sufficient to satisfy US Holdco's obligation to pay the Merger Consideration under this Agreement. Any interest and other income resulting from such investments (net of any losses) shall be paid to US Holdco or the Surviving Corporation, as US Holdco directs, pursuant to Section 2.2(e). In the event the Payment Fund is diminished below the level required for the Paying Agent to make prompt cash payments as required under Section 2.2(b), including any such diminishment as a result of investment losses, US Holdco shall, or shall cause the Surviving Corporation to, immediately deposit additional cash into the Payment Fund in an amount equal to the deficiency in the amount required to make such payments.

(b) *Exchange Procedures.*

(i) Promptly (and in any event within two (2) Business Days) after the Effective Time, the Parent shall cause the Paying Agent to mail to each holder of record of a Certificate (A) a letter of transmittal (which shall (1) be prepared prior to the Closing, (2) specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or affidavits of loss in lieu thereof as provided in Section 2.2(g)) to the Paying Agent, and (3) otherwise be in such form and have such provisions as the Parent and the Company may reasonably agree), and (B) instructions for use in effecting the surrender of the Certificates (or affidavits of loss in lieu thereof as provided in Section 2.2(g)) in exchange for the Merger Consideration payable with respect thereto. Upon surrender of a Certificate (or affidavit of loss in lieu thereof as provided in Section 2.2(g)) to the Paying Agent for cancellation, together with such letter of transmittal, duly completed and validly executed, and such other documents as may reasonably be required by the Paying Agent, the holder of such Certificate shall be entitled to receive in exchange therefor, and the Surviving Corporation or US Holdco shall cause the Paying Agent to pay and deliver as promptly as reasonably practicable, a cash amount in immediately available funds equal to (1) the number of shares of Company Common Stock formerly represented by such Certificate (or affidavit of loss in lieu thereof as provided in Section 2.2(g)) multiplied by (2) the Merger Consideration, and the Certificate so surrendered shall forthwith be cancelled.

(ii) Notwithstanding anything to the contrary in this Agreement, any holder of Uncertificated Shares shall not be required to take any action (including delivery of a Certificate or an executed letter of transmittal) to receive the Merger Consideration that such holder is entitled to receive pursuant to this Article II. The Surviving Corporation or US Holdco shall cause the Paying Agent to pay and deliver as promptly as practicable after the Effective Time to each such holder of record as of the Effective Time the Merger

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Consideration in respect of such Uncertificated Share, and such Uncertificated Share shall forthwith be cancelled.

(iii) Prior to the Effective Time, the Parent and the Company shall cooperate in good faith to establish customary procedures with the Paying Agent and the Depository Trust Company ("*DTC*") with the objective that the Paying Agent will transmit to DTC or its nominee on the first Business Day after the Closing Date an amount in cash from the Payment Fund in immediately available funds, equal to (x) the number of shares of Company Common Stock (other than shares of Company Common Stock cancelled in accordance with Section 2.1(b) and Dissenting Shares) held of record by DTC or such nominee immediately prior to the Effective Time, multiplied by (y) the Merger Consideration (such amount, the "*DTC Payment*").

(c) *Interest; Transfers; Rights Following the Effective Time.* No interest will be paid or accrued on the cash payable upon the surrender of such Certificates or Uncertificated Shares. In the event of a transfer of ownership of a Certificate or Uncertificated Shares which is not registered in the transfer records of the Company, the Merger Consideration may be paid to a Person other than the Person in whose name the Certificate or Uncertificated Shares is registered, if, in the case of a Certificate, such Certificate is presented to the Paying Agent, and in each case the transferor provides to Paying Agent (i) all documents required to evidence and effect such transfer and (ii) evidence that any applicable stock transfer Taxes have been paid. Until surrendered as contemplated by this Section 2.2, each Certificate and all Uncertificated Shares (other than Certificates or Uncertificated Shares representing Dissenting Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration as contemplated by Section 2.1(c).

(d) *No Further Ownership Rights in Company Common Stock.* All Merger Consideration paid upon the surrender of Certificates and cancellation of Uncertificated Shares in accordance with the terms hereof shall be deemed to have been paid in satisfaction of all rights pertaining to the shares of Company Common Stock formerly represented by such Certificates and Uncertificated Shares, and from and after the Effective Time there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates or Uncertificated Shares are presented to the Surviving Corporation or the Paying Agent for any reason, they shall be cancelled and exchanged as provided in this Article II, subject to Section 2.2(e).

(e) *Termination of Payment Fund.* Any portion of the Payment Fund that remains undistributed to the holders of Certificates and Uncertificated Shares for one year after the Effective Time (including all interest and other income received by the Paying Agent in respect of all funds made available to it) shall be delivered to US Holdco, upon demand, and any holder of a Certificate or Uncertificated Shares who has not previously complied with this Section 2.2 shall be entitled to receive only from US Holdco or the Surviving Corporation (subject to abandoned property, escheat and other similar laws) payment of its claim for Merger Consideration, without interest.

(f) *No Liability.* To the extent permitted by Applicable Law, none of the Parent, US Holdco, the Merger Sub, the Company, the Surviving Corporation or the Paying Agent shall be liable to any holder of shares of Company Common Stock for any amount required to be delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(g) *Lost Certificates.* If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, and, if reasonably required by the Paying Agent, the posting by such Person of a bond,

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in such reasonable and customary amount as the Paying Agent (or, if subsequent to the termination of the Payment Fund, US Holdco or the Surviving Corporation) may determine is reasonably necessary, as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent (or if subsequent to the termination of the Payment Fund and subject to Section 2.2(e), US Holdco) shall pay, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration to be paid in respect of the shares of Company Common Stock formerly represented thereby pursuant to this Agreement.

2.3 *Company Stock Plans.*

(a) Effective as of immediately prior to the Effective Time, each Company Restricted Share that is then outstanding and unvested shall automatically become fully vested and the restrictions thereon shall lapse, and each such Company Restricted Share shall be canceled and converted into the right to receive from the Surviving Corporation the Merger Consideration, without any interest thereon.

(b) Effective as of immediately prior to the Effective Time, each Company Performance Share Award that is then outstanding and unvested shall vest with respect to the target number of shares of Company Common Stock that could be earned thereunder and automatically be canceled and converted into the right to receive from the Surviving Corporation an amount of cash from the Surviving Corporation equal to the sum of (A) the product of (i) the target number of shares of Company Common Stock then underlying such Company Performance Share Award multiplied by (ii) the Merger Consideration, without any interest thereon, and (B) dividends paid with respect to the target number of shares of Company Common Stock then underlying such Company Performance Share Award from the grant date of such Company Performance Share Award to the Effective Time.

(c) US Holdco shall (i) cause the Surviving Corporation to make the payments contemplated by the foregoing Section 2.3(a) and Section 2.3(b) as promptly as practicable after the Effective Time, and in any event, as to any Person who is a holder of Company Restricted Shares or Company Performance Share Awards, by the later of seven (7) Business Days following each such Person's compliance with any written instructions provided to such Person by the Company, if any, and seven (7) Business Days after the Effective Time and (ii) cause the Surviving Corporation to maintain at all times from and after the Effective Time sufficient liquid funds to satisfy its obligations pursuant to Section 2.3(a) and Section 2.3(b).

(d) As soon as practicable following the execution of this Agreement, the Company shall mail to each Person who is a holder of Company Restricted Shares or Company Performance Share Awards a letter describing the treatment of and payment for such equity awards pursuant to this Section 2.3 and providing instructions for use in obtaining payment therefor.

(e) Prior to the Effective Time, the Company shall take all actions that are necessary (under the Company Stock Plan and award agreements pursuant to which Company Restricted Shares and Company Performance Share Awards are outstanding or otherwise) to (i) effect the measures contemplated by this Section 2.3, including but not limited to the adoption of any plan amendments, obtaining the approval of the Company Board, obtaining any necessary employee consents or providing any necessary employee notices and (ii) cause there to be no rights to acquire Company Common Stock following the Effective Time.

(f) The Company shall take all actions necessary to terminate the Company Stock Plan effective as of immediately prior to the Effective Time, and to provide that following the Effective Time, no participant in the Company Stock Plan shall have any right under the Company Stock Plan other than the right to receive the payments in accordance with the terms of this Section 2.3. US Holdco shall cause the Surviving Corporation to, subject to Section 2.5, pay through its payroll system the amounts due pursuant to Section 2.3(a) and Section 2.3(b).

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2.4 *Dissenting Shares.*

(a) Notwithstanding anything to the contrary contained in this Agreement, Dissenting Shares shall not be converted into or represent the right to receive the Merger Consideration in accordance with Section 2.1, but shall be entitled only to such rights as are granted by the DGCL to a holder of Dissenting Shares (and at the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and such holder shall cease to have any rights with respect thereto, except the rights set forth in Section 262 under the DGCL), unless and until such holder shall have failed to perfect or shall have effectively withdrawn or otherwise lost such holder's right to appraisal under the DGCL.

(b) If any Dissenting Shares shall lose their status as such (by the holder thereof effectively withdrawing, failing to perfect, or otherwise losing such holder's appraisal rights under the DGCL with respect to such shares), then, as of the later of the Effective Time or the date of loss of such status, such shares shall thereupon be deemed to have been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with Section 2.1, without interest, and shall not thereafter be deemed to be Dissenting Shares.

(c) The Company shall give the Parent: (i) prompt notice of any written demand for appraisal received by the Company prior to the Effective Time pursuant to the DGCL, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to the DGCL that relates to such demand; and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demand, notice or instrument. The Company shall not make any payment or settlement offer prior to the Effective Time with respect to any such demand, notice or instrument unless the Parent shall have given its written consent to such payment or settlement offer.

2.5 *Withholding Rights.* Each of the Parent, US Holdco, the Merger Sub, the Company, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock or any other recipient of payments hereunder any amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any other applicable state, local or foreign Tax law. To the extent that amounts are so withheld and timely remitted by the Parent, US Holdco, the Merger Sub, the Company, the Surviving Corporation or the Paying Agent, as the case may be, to the applicable Governmental Entity, such amounts shall be treated for all purposes of this Agreement as having been paid to the holder or other recipient in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as disclosed in the Company SEC Reports filed or furnished on or after January 1, 2016 and prior to the date of this Agreement, other than risk factor disclosures contained under the heading "Risk Factors" or any disclosure of risks included or referenced under the heading "Forward-Looking Statements" sections in such filings or similar forward-looking statements of risks contained therein that are both non-specific and cautionary in nature or (b) as disclosed in the Company Disclosure Schedule, subject to Section 10.13, the Company hereby represents and warrants to the Parent, US Holdco and the Merger Sub as follows:

3.1 *Organization, Standing and Power.* The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and is duly qualified to do business and, where applicable as a legal

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concept, is in good standing as a foreign corporation in each jurisdiction in which the character of the properties it owns, operates or leases or the nature of its activities makes such qualification legally required, except for such failures to be so qualified or in good standing, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

3.2 *Capitalization.*

(a) The authorized capital stock of the Company consists of 500,000,000 shares of Company Class A Common Stock, 200,000,000 shares of Company Class B Common Stock and 50,000,000 shares of preferred stock, par value $0.001 per share (the "*Company Preferred Stock*"). The Company Common Stock and the Company Preferred Stock are entitled to the rights and privileges set forth in the Company's certificate of incorporation. As of the Capitalization Date, (i) 132,641,082 shares of Company Class A Common Stock were issued and outstanding (excluding Company Restricted Shares and shares subject to Company Performance Share Awards), (ii) 23,708,639 shares of Company Class B Common Stock were issued and outstanding and (iii) no shares of Company Preferred Stock were issued or outstanding. The Company has publicly filed complete and correct copies of its certificate of incorporation and bylaws, as amended through the date of this Agreement.

(b) Section 3.2(b) of the Company Disclosure Schedule sets forth a complete and accurate list, as of the Capitalization Date, of all Company Stock Plans, indicating for each Company Stock Plan, as of such date, (i) the number of shares of Company Common Stock issued under such Company Stock Plan, (ii) the number of shares of Company Common Stock reserved for future issuance under such Company Stock Plan, (iii) the aggregate number of Company Restricted Shares outstanding and (iv) and the aggregate number of shares of Company Common Stock that are subject to outstanding Company Performance Share Awards (assuming (A) target performance and (B) maximum performance levels). The Company has made available to the Parent complete and accurate copies of (A) the Company Stock Plans, (B) forms of agreements evidencing Company Restricted Shares and Company Performance Share Awards and (C) all forms of agreements evidencing any other equity or equity-linked award or compensation arrangement. As of the date hereof, there are no shares of Company Common Stock subject to outstanding stock options under any Company Stock Plan.

(c) Except (i) as set forth in this Section 3.2 and Section 3.2(b) of the Company Disclosure Schedule and for changes since the Capitalization Date resulting from the settlement of Company Restricted Shares or Company Performance Share Awards outstanding on such date, and (ii) for any grants of Company Restricted Shares or Company Performance Share Awards made in accordance with Section 5.1(k)), (A) there are no equity securities of any class of the Company, or any security exchangeable into or exercisable for such equity securities, issued, reserved for issuance or outstanding and (B) there are no options, warrants, equity securities, calls, rights or agreements to which the Company or any of its material Subsidiaries is a party or by which the Company or any of its material Subsidiaries is bound obligating the Company or any of its material Subsidiaries to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional shares of capital stock or other equity interests of the Company or any security or rights convertible into or exchangeable or exercisable for any such shares or other equity interests, or obligating the Company or any of its material Subsidiaries to grant, extend, accelerate the vesting of, otherwise modify or amend or enter into any such option, warrant, equity security, call, right or agreement. Except for the Company Restricted Shares or Company Performance Share Awards, the Company does not have any outstanding stock options, stock appreciation rights, phantom stock, stock units or similar rights or obligations. Neither the Company nor any of its Subsidiaries is a party to or is bound by any agreement with respect to the voting (including proxies) or sale or transfer of any shares of capital stock or other equity interests

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of the Company. Except as contemplated by this Agreement, the Company Stockholders Agreement or described in this Section 3.2 or Section 3.2(b) of the Company Disclosure Schedule, and except to the extent arising pursuant to applicable state takeover or similar laws, there are no registration rights, and there is no rights agreement, "poison pill" anti-takeover plan or other similar agreement to which the Company or any of its Subsidiaries is a party or by which it or they are bound with respect to any equity security of any class of the Company.

(d) All outstanding shares of Company Common Stock are, and all shares of Company Common Stock subject to issuance as specified in Section 3.2(b) of the Company Disclosure Schedule, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Company's certificate of incorporation or bylaws or any agreement to which the Company is a party or is otherwise bound.

(e) There are no obligations, contingent or otherwise, of the Company or any of its non-wholly owned Subsidiaries to repurchase, redeem or otherwise acquire any shares of Company Common Stock.

3.3 *Subsidiaries.*

(a) Each Significant Subsidiary of the Company has been duly organized, is validly existing and in good standing under the laws of its jurisdiction of organization, and has all organizational power and authority required to carry on its business as now conducted, except for any failure to be so organized, existing and in good standing as, and to have power and authority as, the absence of which, has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each such Significant Subsidiary is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had, and is not reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect. All material Subsidiaries of the Company and their respective jurisdictions or organization are identified in the Company's annual report on Form 10-K for the fiscal year ended December 31, 2016.

(b) All of the outstanding capital stock or other voting securities of, or ownership interests in, each material Subsidiary of the Company is owned by the Company, directly or indirectly, free and clear of all Liens, other than Liens arising under the Regal Credit Facility. As of the date hereof, there were no issued, reserved for issuance or outstanding (i) securities of the Company or any of its material Subsidiaries convertible into, or exchangeable for, shares of capital stock or other voting securities of, or ownership interests in, any material Subsidiary of the Company, (ii) warrants, calls, options or other rights to acquire from the Company or any of its material Subsidiaries, or other obligations of the Company or any of its material Subsidiaries to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into, or exchangeable for, any capital stock or other voting securities of, or ownership interests in, any material Subsidiary of the Company or (iii) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights, in each case issued by the Company or any material Subsidiary, that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting securities of, or ownership interests in, any material Subsidiary of the Company (the items in clauses (i) through (iii) above being referred to collectively as the "*Company Subsidiary Securities*"). There are no outstanding obligations of the Company or any of its material Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities.

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3.4 *Authority; No Conflict; Required Filings and Consents.*

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement, perform its obligations hereunder and, subject to the receipt of the Company Stockholder Approval, consummate the Merger. The Company Board, at a meeting duly called and held, by the unanimous vote of all directors, duly adopted resolutions (i) determining and declaring that it is in the best interests of the Company and the stockholders of the Company that the Company enter into this Agreement and consummate the Merger and the other transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, (ii) approving and declaring the advisability of this Agreement, the Merger and the other transactions contemplated by this Agreement, (iii) declaring that the terms of the Merger are fair to the Company and the Company's stockholders and (iv) directing that this Agreement be submitted to Company stockholders for their adoption, subject to Section 6.1, and recommending adoption of this Agreement by such Company stockholders (such recommendation, the "*Company Board Recommendation*"). The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to approve this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement subject, in the case of the Merger, to receipt of the Company Stockholder Approval. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery of this Agreement by the Parent, US Holdco and the Merger Sub, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "*Bankruptcy and Equity Exception*").

(b) The execution and delivery of this Agreement by the Company do not, and (subject to the receipt of the Company Stockholder Approval) the consummation by the Company of the transactions contemplated by this Agreement shall not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation or bylaws of the Company, (ii) except as set forth in Section 3.4(b) of the Company Disclosure Schedule, conflict with, or result in any violation or breach of, or constitute a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit to which the Company or any of its Subsidiaries is entitled) under, or require a consent or waiver under, any of the terms, conditions or provisions of any agreement or other instrument binding upon the Company or any of its Subsidiaries or any of their respective properties or assets, or (iii) subject to compliance with the requirements specified in clauses (i) through (v) of Section 3.4(c), conflict with or violate any permit, concession, franchise, license, judgment, injunction, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries or any of its or their respective properties or assets, or any other Applicable Law, or (iv) result in the creation or imposition of any Lien (other than a Permitted Lien) on any asset or property of the Company or any of its Subsidiaries, except in the case of clauses (ii), (iii) and (iv) of this Section 3.4(b) for any such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations, losses, penalties or Liens, and for any consents or waivers not obtained, that, individually or in the aggregate, would not reasonably be expected to have, a Company Material Adverse Effect.

(c) No consent, approval, license, permit, order or authorization of, or registration, declaration, notice or filing with, any Governmental Entity or any stock market or stock exchange on which shares of Company Common Stock are listed for trading is required by or with respect to the Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions

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contemplated by this Agreement, except for (i) the pre-merger notification requirements under the HSR Act and any requirements under other applicable Antitrust Laws, (ii) the filing of the Certificate of Merger with the Secretary of State and appropriate corresponding documents with the appropriate authorities of other states in which the Company is qualified as a foreign corporation to transact business, (iii) the filing of the Information Statement or Proxy Statement, as applicable, with the SEC in accordance with the Exchange Act, (iv) the filing of such other reports, schedules or materials under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby, (v) such consents, approvals, orders, authorizations, registrations, declarations, notices and filings as may be required under applicable state securities laws and the rules and regulations of the New York Stock Exchange, and (vi) such other consents, approvals, licenses, permits, orders, authorizations, registrations, declarations, notices and filings which, if not obtained or made, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) The only affirmative vote or written consent of holders of any class or series of capital stock of the Company necessary to consummate the Merger is the Company Stockholder Approval.

3.5 *SEC Filings; Financial Statements; Information Provided.*

(a) The Company has filed or furnished all registration statements, forms, reports and other documents required to be filed or furnished by the Company with the SEC since January 1, 2016. All such registration statements, forms, reports and other documents, as such documents have been amended since the time of their filing or furnishing (including exhibits and all other information incorporated therein and those registration statements, forms, reports and other documents that the Company may file or furnish after the date hereof until the Closing) are referred to herein as the "*Company SEC Reports*." As of their respective dates and if amended prior to the date hereof, as of the date of the last such amendment, the Company SEC Reports (i) were, and the Company SEC Reports filed or furnished after the date hereof will be, filed or furnished on a timely basis, (ii) at the time filed or furnished complied, and with respect to the Company SEC Reports filed or furnished after the date hereof will comply, as to form in all material respects with the requirements of the Securities Act and the Exchange Act applicable to such Company SEC Reports and (iii) did not at the time they were filed or furnished, and the Company SEC Reports filed or furnished after the date hereof will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated in such Company SEC Reports or necessary in order to make the statements in such Company SEC Reports, in the light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments received from the SEC with respect to the Company SEC Reports. To the Company's Knowledge, as of the date hereof, the Company has not received any written notification that any of the Company SEC Reports is the subject of any material ongoing SEC investigation.

(b) Each of the consolidated financial statements (including, in each case, any related notes and schedules) contained in or incorporated by reference into the Company SEC Reports at the time filed (i) complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, (ii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated therein or in the notes to such financial statements or, in the case of unaudited interim financial statements, as permitted by the SEC on Form 10-Q under the Exchange Act), and (iii) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates indicated and the consolidated results of its operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are subject to normal and recurring year-end adjustments.

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(c) Subject to the following sentence, (i) the Information Statement or Proxy Statement, as applicable, on the date it is first mailed to holders of shares of Company Common Stock, in the case of the Information Statement, on the date that is twenty (20) calendar days after the Information Statement is first mailed to holders of shares of Company Common Stock, in the case of the mailing of the Proxy Statement, at the time of the Company Stockholders Meeting, and if either is amended or supplemented, at the time of any amendment or supplement thereto, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they shall be made, not misleading and (ii) the Information Statement or Proxy Statement, as applicable, will comply as to form in all material respects with the requirements of the Exchange Act applicable thereto. Notwithstanding the foregoing, the Company makes no representation or warranty with respect to statements included or incorporated by reference in the Information Statement or Proxy Statement, as applicable, based on any information supplied by or on behalf of the Parent, US Holdco or the Merger Sub or which relates to the Parent, US Holdco or the Merger Sub and is approved by the Parent, US Holdco or the Merger Sub for inclusion or incorporation by reference therein.

(d) The Company is in compliance in all material respects with the applicable rules and regulations of the Sarbanes-Oxley Act. Each required form, report and document containing financial statements that has been filed with or submitted to the SEC was accompanied by any certifications required to be filed or submitted by the Company's principal executive officer and principal financial officer pursuant to the Sarbanes-Oxley Act and, at the time of filing or submission of each such certification, any such certification complied in all material respects with the applicable provisions of the Sarbanes-Oxley Act.

(e) The Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. The Company has designed such disclosure controls and procedures to provide reasonable assurance that all information concerning the Company that could have a material effect on the financial statements is made known on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company is in compliance in all material respects with the applicable listing and other rules and regulations of the New York Stock Exchange.

(f) The Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) designed to provide reasonable assurance (i) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP consistently applied, (ii) that transactions are executed only in accordance with the authorization of management and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's properties or assets.

(g) The information supplied or to be supplied by or on behalf of the Company, or which relates to the Company and the text of the disclosure thereof is specifically approved in writing by the Company (including via email), for inclusion in (i) the Parent Shareholders Circular (or any amendment or supplement thereto), on the date the Parent Shareholders Circular is first mailed or posted, at the time of any amendment or supplement thereto and at the time of the Parent Stockholders Meeting or (ii) any announcement to any Regulatory Information Service in connection with the Merger, the Rights Issue, the Readmission or the Parent Shareholders Circular (or any amendment or supplement thereto), at the time such documents in their final form are first published, shall not contain any untrue statement of a material fact or omit to state any material fact required to make the statements therein, in light of the circumstances in which they shall be made, not misleading.

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(h) Since January 1, 2016, none of the Company, the Company's independent accountants, the Company Board or the audit committee of the Company Board has received any written notification of any (i) "significant deficiency" in the internal controls over financial reporting of the Company, (ii) "material weakness" in the internal controls over financial reporting of the Company or (iii) fraud, whether or not material, that involves management or other employees of the Company who have a significant role in the internal controls over financial reporting of the Company.

(i) Except for such items that are of the type to be set forth in the notes to the consolidated financial statements of the Company, the Company is not a party to any material "off-balance sheet arrangements" (as defined in Item 303(a)(4)(ii) of Regulation S-K of the SEC).

3.6 *No Undisclosed Liabilities.* Except as disclosed in the Company Balance Sheet or in the notes thereto, and except for liabilities incurred in the Ordinary Course of Business since the date of the Company Balance Sheet, the Company and its Subsidiaries do not have any liabilities or obligations of any nature required by GAAP to be reflected on a consolidated balance sheet of the Company and its Subsidiaries that have had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

3.7 *Absence of Certain Changes or Events.* Since the date of the Company Balance Sheet until the date of this Agreement, there has not been a Company Material Adverse Effect, nor has there been any effect, development, circumstance or change that would reasonably be expected, individually or in the aggregate, to have a Company Material Adverse Effect. From the date of the Company Balance Sheet until the date of this Agreement, except as contemplated hereby, (a) the business of the Company and its Subsidiaries, taken as a whole, has been conducted in the Ordinary Course of Business and (b) except as disclosed on Section 3.7(b) of the Company Disclosure Schedule, none of the Company or any of its Subsidiaries has taken any action that would have required the consent of the Parent under Section 5.1 of this Agreement (other than paragraphs (a), (e), (f), (h), (k) and (m) of Section 5.1 and other than paragraph (p) of Section 5.1 as it relates to paragraphs (a), (e), (f), (h), (k) and (m) of Section 5.1) had such event, development, circumstance or change occurred after the date of this Agreement.

3.8 *Taxes.* Except for matters that, individually or in the aggregate, are not reasonably expected to have a Company Material Adverse Effect:

(a) The Company and each of its Subsidiaries has filed (or there has been filed on its behalf) all Tax Returns that it was required to file, and all such Tax Returns were correct and complete. The Company and each of its Subsidiaries has paid (or caused to be paid) on a timely basis all Taxes due and owing by the Company and/or its Subsidiaries, other than Taxes that are being contested in good faith through appropriate proceedings and for which the most recent financial statements contained in the Company SEC Reports reflect an adequate reserve in accordance with GAAP.

(b) Except as disclosed in Section 3.8(b) of the Company Disclosure Schedule, as of the date of this Agreement, no examination or audit of any Tax Return of the Company or any of its Subsidiaries by any Governmental Entity is currently in progress or has been proposed in writing. There are no Liens for Taxes on any of the assets or properties of the Company or any of its Subsidiaries.

(c) The Company and its Subsidiaries have complied in all material respects with Applicable Laws for the withholding of Taxes and have timely withheld and paid over to the appropriate Taxing Authority all material amounts of Taxes required to be withheld and paid over.

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(d) During the two-year period ending on the date hereof, neither the Company nor any of its Subsidiaries was a "distributing corporation" or a "controlled corporation" in a transaction intended to be governed by Section 355 of the Code.

(e) Neither the Company nor any of its Subsidiaries has any liability for any Taxes of any Person (other than the Company and its Subsidiaries) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of Tax law in any jurisdiction) or as a transferee or successor, or (ii) pursuant to any Tax sharing or Tax indemnification agreement or other similar agreement (other than pursuant to commercial agreements or arrangements that are not primarily related to Taxes). Neither the Company nor any of its Subsidiaries has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which is the Company).

(f) No claim has been made in writing by any Taxing Authority in a jurisdiction where the Company and/or the Company's Subsidiaries do not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to taxation by, or required to file any Tax Return in, that jurisdiction.

(g) Neither the Company nor any of its Subsidiaries has entered into any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

3.9 *Real Property.*

(a) Section 3.9(a) of the Company Disclosure Schedule sets forth a list as of the date of this Agreement that is complete and accurate of all real property leased, subleased or similarly occupied by the Company or any of its Subsidiaries (the "*Company Leased Property*"). The Company or one of its Subsidiaries has good and valid leasehold interest in all material respects in the leasehold estate for each Company Leased Property, free and clear of any Liens (other than Permitted Liens, Liens arising in the Ordinary Course of Business, Liens arising under the Regal Credit Facility and Liens, that, individually or in the aggregate, would not be material to the Company and its Subsidiaries taken as a whole). Except as set forth in Section 3.9(a) of the Company Disclosure Schedule, (i) each Company Lease is in full force and effect and is binding and enforceable against the Company or one of its Subsidiaries and, to the Company's Knowledge, the other parties thereto in accordance with its terms, except that such enforcement may be subject to the Bankruptcy and Equity Exception and except as would not be reasonably be expected to have a Company Material Adverse Effect, and (ii) there is no default under any Company Lease either by the Company or its Subsidiaries or, to the Company's Knowledge, by any other party thereto, and no event, development, circumstance or change has occurred that, with the lapse of time or the giving of notice or both, would constitute a default by the Company or the Subsidiaries thereunder except for such defaults, individually or in the aggregate, that are not reasonably expected to have a Company Material Adverse Effect.

(b) Section 3.9(b) of the Company Disclosure Schedule sets forth a list as of the date of this Agreement that is complete and accurate of all real property that the Company or any of its Subsidiaries owns (the "*Company Owned Property*"). Either the Company or one of its wholly-owned Subsidiaries owns valid and marketable title in fee simple to the Company Owned Property, insurable by a recognized national title insurance company at standard rates, free and clear of any Liens, other than Permitted Liens, Liens arising under the Regal Credit Facility, Liens arising under the Ordinary Course of Business or Liens that, individually or in the aggregate, would not be material to the Company and its Subsidiaries taken as a whole.

3.10 *Intellectual Property.*

(a) The Company and its Subsidiaries own, license, sublicense or otherwise possess legally enforceable rights to use (free and clear of all Liens except for Permitted Liens) all Intellectual

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Property held by the Company and its Subsidiaries for use in the conduct of the business of the Company and its Subsidiaries, taken as a whole, as currently conducted (in each case excluding generally commercially available, off-the-shelf software programs), the absence of which, individually or in the aggregate, is reasonably likely to have a Company Material Adverse Effect.

(b) All issued patents and registrations for trademarks, service marks and copyrights included in the Company Intellectual Property are subsisting and have not expired or been cancelled, except for such failures to subsist or such expirations or cancellations, individually or in the aggregate, that are not reasonably expected to have a Company Material Adverse Effect.

(c) To the Company's Knowledge, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, the conduct of the business of the Company and its Subsidiaries, taken as a whole, as currently conducted, does not infringe, violate or constitute a misappropriation of any Intellectual Property of any third party.

(d) To the Company's Knowledge, no third party is infringing, violating or misappropriating any material Company Intellectual Property.

(e) The Company and its Subsidiaries have established policies, programs and procedures with respect to the collection, use, processing, storage and transfer of personally identifiable information relating to individuals in connection with the business. Since January 1, 2016, the Company and its Subsidiaries have complied with all laws and contractual obligations and written privacy policies of the Company applicable to the Company or any of its Subsidiaries and related to the privacy of, and the collection, use, disclosure, security and protection of, personally identifiable information, except for any failures to comply that, individually or in the aggregate, are not reasonably expected to have a Company Material Adverse Effect. To the Company's Knowledge, neither the Company nor any of its Subsidiaries have been subject to any action or investigation by a Governmental Entity regarding its compliance with the foregoing.

3.11 *Information Technology.* To the Company's Knowledge, since January 1, 2016 through the date of this Agreement, neither the Company nor any of its Subsidiaries have experienced any disruption to, or interruption in, the conduct of the business attributable to a defect, bug, breakdown, unauthorized access, introduction of a virus or other malicious programming, or other failure or deficiency on the part of any computer software or computer equipment of the IT Assets used by the Company or its Subsidiaries, except as would not reasonably be expected to have a Company Material Adverse Effect.

3.12 *Contracts.*

(a) Section 3.12 of the Company Disclosure Schedule lists, as of the date of this Agreement, each of the following types of contracts to which the Company or any of its Subsidiaries is a party or by which any of their respective properties or assets is bound:

(i) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) any contract listed on Section 3.12(a)(ii) of the Company Disclosure Schedule;

(iii) any Collective Bargaining Agreement;

(iv) any agreement relating to indebtedness for borrowed money of the Company or any of its Subsidiaries or a guarantee of any such indebtedness by the Company or any of its Subsidiaries, in each case as disclosed in the Company SEC Reports as "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) or pursuant to Item 601(b)(4) of Regulation S-K of the SEC;

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(v) any contract or series of contracts entered into since January 1, 2016 that provides for the acquisition or disposition of any material business (whether by merger, sale of stock, sale of assets or otherwise) and with any outstanding material obligations of the Company and its Subsidiaries as of the date of this Agreement;

(vi) any material joint venture, partnership or limited liability company agreement or other similar contract listed on Section 3.12(a)(vi) of the Company Disclosure Schedule;

(vii) any contract that obligates the Company or any Subsidiary to make any loans, advances or capital contributions to, or investments in excess of $10,000,000 in, any Person (other than the Company or any of its Subsidiaries).

All contracts of the types referred to in clauses (i) through (vii) above (whether or not set forth on *Section 3.12* of the Company Disclosure Schedule) are referred to herein as a "*Company Material Contract*."

(b) Except as would not reasonably be expected to have a Company Material Adverse Effect, (i) each Company Material Contract is in full force and effect except to the extent it has previously expired in accordance with its terms, (ii) neither the Company nor any of its Subsidiaries nor, to the Company's Knowledge, any other party to any Company Material Contract is in violation of or in default under (nor does there exist any condition or circumstance which, upon the passage of time or the giving of notice or both, would cause such a violation or breach of or default under) any Company Material Contract, (iii) each Company Material Contract is a valid and binding obligation of the Company its Subsidiary, as applicable, and, to the Company's Knowledge, of each other party thereto, subject to the Bankruptcy and Equity Exception.

(c) Since January 1, 2017, neither the Company nor any of its Subsidiaries has entered into any transaction that would be subject to disclosure pursuant to Item 404 of Regulation S-K that has not been disclosed in the Company SEC Reports.

3.13 *Litigation.* As of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation whether civil, criminal, administrative or investigative (each, a "*Proceeding*") pending (of which the Company has been notified) or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries, in each case that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect. As of the date of this Agreement, there are no judgments, injunctions, rules orders or decrees of any arbitrator or Governmental Entity outstanding against the Company or any of its Subsidiaries that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

3.14 *Environmental Matters.*

(a) To the Company's Knowledge, except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect: (i) the business and operations of the Company and any of its Subsidiaries are, and since January 1, 2015, have at all times been, in compliance with all Environmental Law and all Environmental Permits; and (ii) the Company and its Subsidiaries have all Environmental Permits necessary for the conduct of their operations and each Environmental Permit is in full force and effect.

(b) The only representations and warranties of the Company in this Agreement as to any environmental matters or any other obligation or liability with respect to Hazardous Substances or materials of environmental concern are those contained in this Section 3.14. Without limiting the generality of the foregoing, the representations and warranties contained in Sections 3.16 and 3.17 do not relate to environmental matters.

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3.15 *Employee Benefit Plans.*

(a) Section 3.15(a) of the Company Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of all material Company Employee Plans.

(b) With respect to each Company Employee Plan in effect on the date of this Agreement, the Company has made available to the Parent a complete and accurate copy, as applicable, of (i) such Company Employee Plan, (ii) the most recently filed annual report (Form 5500), (iii) each trust agreement, funding arrangement or group annuity contract, (iv) each summary plan description and a summary of material modifications and (v) the most recently received IRS determination letter.

(c) Each Company Employee Plan has been operated and administered in all material respects in accordance with ERISA, the Code and all other Applicable Law and the regulations thereunder and in accordance with its terms. Except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole, there are no pending, or to the Company's Knowledge, threatened material actions, suits, disputes or claims by or on behalf of any Company Employee Plan, by any Company Employee or beneficiary covered under any Company Employee Plan, as applicable, or otherwise involving any Company Employee Plan (other than routine claims for benefits).

(d) With respect to the Company Employee Plans, there are no material benefit obligations for which contributions have not been made or properly accrued to the extent required by GAAP.

(e) All the Company Employee Plans that are intended to be qualified under Section 401(a) of the Code have received determination letters from the IRS to the effect that such Company Employee Plans are qualified, the plans and trusts related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, no such determination letter has been revoked and no such revocation has been threatened and no act or omission has occurred, that is reasonably expected to adversely affect such Company Employee Plans' qualification. Except as disclosed on Section 3.15(e) of the Company Disclosure Schedule, during the previous six (6) years, neither the Company, any of its Subsidiaries nor any of their respective ERISA Affiliates has maintained, sponsored, participated in or contributed to (or been obligated to maintain, sponsor, participate in or contribute to), (i) an employee benefit plan subject to Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) a "multiemployer plan" (as defined in Section 3(37) of ERISA), or (iii) a "multiple employer plan" as defined in Section 210 of ERISA or Section 413(c) of the Code. No material liability under Section 302 or Title IV of ERISA or Section 412 of the Code has been incurred by the Company that has not been satisfied in full (other than any liability for premiums to the Pension Benefit Guaranty Corporation arising in the Ordinary Course of business all of which have been timely paid) and no condition exists that could reasonably be expected to result in any such liability to the Company. The Company has not been required to post any security under ERISA or Section 436 of the Code with respect to any Company Employee Plan, and no fact or event exists that could reasonably be expected to give rise to any such lien or requirement to post any such security with respect to any Company Employee Plan. Except as disclosed on Section 3.15(e) of the Company Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (A) entitle any Company Employee, director, independent contractor or other service provider to severance pay, unemployment compensation, or any transaction bonus or retention payment, except as expressly provided in this Agreement, (B) accelerate the time of payment or vesting, or increase the amount of compensation due any such individual, except as provided in Section 2.3, (C) directly or indirectly cause the Company to transfer or set aside any assets to fund any benefits under any Company Employee Plan or

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(D) result in the provision of any reimbursement of excise Taxes under Section 4999 of the Code or of interest or additional Taxes under Section 409A(a)(1)(B) of the Code.

(f) None of the Company Employee Plans promises or provides retiree or post-termination medical, life insurance or other welfare benefits to any Person, except as required by Applicable Law, in the form of cash severance, or under employment agreements and severance agreements that are set forth on Section 3.15(f) of the Company Disclosure Schedule or for amounts that are not reasonably expected to be material.

3.16 *Compliance With Laws.*

(a) The Company and each of its Subsidiaries is in compliance with, and is not in violation of, and since January 1, 2016, has been in compliance with and not in violation of, any Applicable Law, except for failures to comply or violations that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) Neither the Company nor any of its Subsidiaries, nor, to the Company's Knowledge, any of their respective directors, officers, employees, agents or distributors is violating any provision of the U.S. Foreign Corrupt Practices Act of 1977, except for violations that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

3.17 *Permits; Regulatory Matters.* The Company and its Subsidiaries have all authorizations, permits, licenses and franchises from Governmental Entities required to conduct their businesses as now being conducted, except for such authorizations, permits, licenses and franchises the absence of which, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect (the "*Company Permits*"). The Company Permits are in full force and effect, except for any failures to be in full force and effect that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. The Company and each of its Subsidiaries are in compliance with the terms of the Company Permits, except for such failures to comply that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

3.18 *Labor Matters.*

(a) None of the Company and any of its Subsidiaries is a party to, or otherwise bound by, any collective bargaining agreement or any other labor-related agreement or understanding with a labor union or other labor organization (each, a "*Collective Bargaining Agreement*"); no employee of the Company or any of its Subsidiaries is represented by any labor union or other labor organization with respect to their employment with the Company or its Subsidiaries; and there is not, to the Company's Knowledge, any attempt to organize any employees of the Company or its Subsidiaries.

(b) The Company and its Subsidiaries have, since January 1, 2016, complied with all Applicable Laws relating to labor and employment, including those relating to wages, hours, health and safety, child labor, employee leave issues, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, age and disability discrimination, immigration control and employee classification, except for such failures to comply that, individually or in the aggregate, would not be reasonably expected to result in a material liability to the Company and its Subsidiaries, taken as a whole.

(c) Except as would not reasonably expected to result (whether individually or in the aggregate) in material liability to the Company and its Subsidiaries, there are no, and since January 1, 2016, there have been no, (i) labor strikes, walkouts, work stoppages, slow-downs,

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lockouts or other similar material labor disputes pending or, to the Company's Knowledge, threatened against or involving the Company or any of its Subsidiaries, or (ii) unfair labor practice charges, grievances, complaints or arbitrations pending or, to the Company's Knowledge, threatened by or on behalf of any employee or group of employees of the Company or its Subsidiaries.

3.19 *Opinion of Financial Advisor.* The financial advisor of the Company, Morgan Stanley & Co. LLC ("*Morgan Stanley*"), has delivered to the Company Board an opinion to the effect that, as of the date of such opinion, and based upon and subject to the various procedures, factors, assumptions, matters, qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth therein, the Merger Consideration to be received by the holders of Company Common Stock pursuant to this Agreement is fair, from a financial point of view, to such holders.

3.20 *Section 203 of the DGCL.* The Company has expressly elected not to be governed by Section 203 of the DGCL pursuant to a provision in its original certificate of incorporation in accordance with Section 203(b)(1) of the DGCL, and since initially incorporating in the State of Delaware has not elected by a provision of any amendment to its certificate of incorporation to be governed by Section 203 of the DGCL, with the effect that the restrictions set forth therein are inapplicable to the Company, this Agreement and the transactions contemplated hereby, including the Merger. No other fair price, "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation in any jurisdiction applies or purports to apply to this Agreement and the transactions contemplated hereby, including the Merger.

3.21 *Brokers.* No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action or agreement of the Company or any of its Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement, except as disclosed in Section 3.21 of the Company Disclosure Schedule.

3.22 *No Other Representations and Warranties.* The Company hereby acknowledges and agrees that, except for the representations and warranties set forth in Article IV, (a) none of the Parent or any of its Subsidiaries, or any of its Affiliates, stockholders or Representatives, or any other Person, has made or is making any express or implied representation or warranty with respect to the Parent or any of its Subsidiaries or their respective business or operations, including with respect to any information provided or made available to the Company or any of its Affiliates, stockholders or Representatives, or any other Person, or, except as otherwise expressly set forth in this Agreement, had or has any duty or obligation to provide any information to the Company or any of its Affiliates, stockholders or Representatives, or any other Person, in connection with this Agreement, the transactions contemplated hereby or otherwise, and (b) to the fullest extent permitted by law, none of the Parent or any of its Subsidiaries, or any of its Affiliates, stockholders or Representatives, or any other Person, will have or be subject to any liability or indemnification or other obligation of any kind or nature to the Company, or any of its Affiliates, stockholders or Representatives, or any other Person, resulting from the delivery, dissemination or any other distribution to the Company or any of its Affiliates, stockholders or Representatives, or any other Person, or the use by the Company or any of its Affiliates, stockholders or Representatives, or any other Person, of any such information provided or made available to any of them by the Parent or any of its Subsidiaries, or any of its or Affiliates, stockholders or Representatives, or any other Person, and (subject to the express representations and warranties of the Parent set forth in Article IV) none of the Company or any of its Affiliates, stockholders or Representatives, or any other Person, has relied on any such information (including the accuracy or completeness thereof) or any representations or warranties or other statements or omissions that may have been made by the Parent or any Person with respect to the Parent other than the representations and warranties set forth in this Agreement.

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PARENT,
US HOLDCO AND THE MERGER SUB

The Parent, US Holdco and the Merger Sub, jointly and severally, represent and warrant to the Company as follows:

4.1 *Organization, Standing and Power.* Each of the Parent, US Holdco and the Merger Sub is a corporation or legal entity duly organized, validly existing and in good standing (to the extent such concepts are applicable) under the laws of the jurisdiction of its incorporation. Each of the Parent, US Holdco and the Merger Sub has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and is duly qualified to do business and, where applicable as a legal concept, is in good standing as a foreign corporation in each jurisdiction in which the character of the properties it owns, operates or leases or the nature of its activities makes such qualification legally required, except for such failures to be so qualified or in good standing, individually or in the aggregate, that have not had and are not reasonably expected to have a Parent Material Adverse Effect. The Parent has delivered or made available to the Company complete and correct copies of the certificate or articles of incorporation and bylaws, or similar organizational documents as amended through the date of this Agreement, of the Merger Sub, US Holdco and the Parent.

4.2 *Authority; No Conflict; Required Filings and Consents.*

(a) Each of the Parent, US Holdco and the Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and, subject to the adoption of this Agreement by US Holdco as the sole stockholder of the Merger Sub (which shall occur no later than immediately after the execution and delivery of this Agreement) and receipt of the Parent Stockholder Approval, to consummate the transactions contemplated hereby. The execution and delivery of, and the consummation of the transactions contemplated by, this Agreement by the Parent, US Holdco and the Merger Sub have been duly authorized by all necessary corporate action on the part of each of the Parent, US Holdco and the Merger Sub, subject to the adoption of this Agreement by US Holdco as the sole stockholder of the Merger Sub (which shall occur immediately after the execution and delivery of this Agreement) and receipt of the Parent Stockholder Approval. The Parent Board, at a meeting duly called and held, by the unanimous vote of all directors, duly resolved (i) that the entry into this Agreement and consummation of the Merger, the Rights Issue and the other transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, are most likely to promote the success of the Parent for the benefit of its stockholders as a whole (ii) to approve this Agreement, the Merger, the Rights Issue, and the other transactions contemplated by this Agreement, and (iii) to direct that the Merger and the stockholder resolutions required to approve the Merger and to implement the Rights Issue be submitted to the Parent's stockholders at the Parent Stockholders Meeting for their approval and to recommend that the shareholders of the Parent pass the stockholder resolutions required to approve the Merger and to implement the Rights Issue. The board of directors of US Holdco has approved this Agreement, the Merger and the other transactions contemplated by this Agreement. The board of directors of the Merger Sub has (x) approved and declared the advisability of this Agreement, the Merger and the other transactions contemplated by this Agreement, and (y) directed that this Agreement be submitted to the sole stockholder of the Merger Sub for its adoption and recommended that the sole stockholder of the Merger Sub adopt this Agreement. This Agreement has been duly executed and delivered by each of the Parent, US Holdco and the Merger Sub and, assuming the due authorization, execution and delivery of this Agreement by the Company, constitutes the valid and binding obligation of each of the Parent, US

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Holdco and the Merger Sub, enforceable against each of them in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) The execution and delivery of this Agreement by each of the Parent, US Holdco and the Merger Sub do not, and (assuming receipt of the Parent Stockholder Approval) the consummation by the Parent, US Holdco and the Merger Sub of the transactions contemplated by this Agreement shall not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation, bylaws, articles or other organizational documents of the Parent, US Holdco or the Merger Sub, (ii) other than the Cineworld Credit Facility, which shall be repaid and terminated at the Closing, conflict with, or result in any violation or breach of, or constitute a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under, or require a consent or waiver under, any of the terms, conditions or provisions of any material agreement or other instrument to which the Parent, US Holdco or the Merger Sub is a party or by which any of them or any of their properties or assets may be bound, or (iii) subject to compliance with the requirements specified in clauses (i) through (v) of Section 4.2(c), conflict with or violate any permit, concession, franchise, license, judgment, injunction, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent, US Holdco or the Merger Sub or any of its or their respective properties or assets, or any other Applicable Law, except in the case of clauses (ii) and (iii) of this Section 4.2(b) for any such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations, losses, penalties or Liens, and for any consents or waivers not obtained, that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(c) No consent, approval, license, permit, order or authorization of, or registration, declaration, notice or filing with, any Governmental Entity or any stock market or stock exchange on which shares of common stock of the Parent are listed for trading is required by or with respect to the Parent, US Holdco or the Merger Sub in connection with the execution and delivery of this Agreement by the Parent, US Holdco or the Merger Sub or the consummation by the Parent, US Holdco or the Merger Sub of the transactions contemplated by this Agreement, except for (i) the pre-merger notification requirements under the HSR Act and any requirements under other applicable Antitrust Laws, (ii) the filing of the Certificate of Merger with the Secretary of State and appropriate corresponding documents with the appropriate authorities of other states in which the Company is qualified as a foreign corporation to transact business, (iii) the filing of the Information Statement or Proxy Statement, as applicable, with the SEC in accordance with the Exchange Act, (iv) the filing and/or approval of such other prospectuses, circulars, documents, reports, schedules or materials as may be required by the UKLA or the Exchange Act in connection with this Agreement and the transactions contemplated hereby, (v) such consents, approvals, orders, authorizations, registrations, declarations, notices and filings as may be required under applicable state securities laws and the rules and regulations of the UKLA and the London Stock Exchange, and (vi) such other consents, approvals, licenses, permits, orders, authorizations, registrations, declarations, notices and filings which, if not obtained or made, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) There are no bonds, debentures, notes or other indebtedness of the Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of the Parent may vote. None of the Parent, US Holdco or the Merger Sub owns any shares of Company Common Stock or any securities convertible into, or exchangeable for, shares of Company Common Stock.

(e) The Parent Stockholder Approval is the only vote of the holders of any class or series of the Parent's capital stock or other securities necessary for the consummation by the Parent of the transactions contemplated by this Agreement.

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4.3 *Parent Shareholders Circular; Information Provided.*

(a) Subject to the following sentence, (i) the combined prospectus and shareholder circular to be sent by the Parent to its shareholders in connection with the Merger, the Rights Issue, the Rights Admission and the Readmission (the "*Parent Shareholders Circular*"), on the date the Parent Shareholders Circular is first posted, at the time of any amendment or supplement thereto and at the time of the Parent Stockholders Meeting, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they shall be made, not misleading and (ii) the Parent Shareholders Circular (or any amendment or supplement thereto) will comply as to form and contents in all material respects with the requirements of the UKLA. Notwithstanding the foregoing, the Parent makes no representation or warranty with respect to statements included or incorporated by reference in the Parent Shareholders Circular based on any information supplied by or on behalf of the Company or which relates to the Company and the text of the disclosure thereof is specifically approved in writing by the Company (including via email), for inclusion or incorporation by reference therein.

(b) The information supplied or to be supplied by or on behalf of the Parent or which relates to the Parent and is approved by the Parent for inclusion in the Information Statement or Proxy Statement, as applicable, on the date it is first mailed to holders of shares of Company Common Stock, in the case of the Information Statement, on the date that is twenty (20) calendar days after the Information Statement is first mailed to holders of shares of Company Common Stock, in the case of the mailing of the Proxy Statement, at the time of the Company Stockholders Meeting, and if either is amended or supplemented, at the time of any amendment or supplement thereto, shall not contain any untrue statement of a material fact or omit to state any material fact required to make the statements therein, in light of the circumstances in which they shall be made, not misleading.

4.4 *Operations of US Holdco and the Merger Sub.* US Holdco is an indirect wholly owned Subsidiary of the Parent formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement. The Merger Sub is a wholly owned Subsidiary of US Holdco formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

4.5 *Financing.* The Parent, US Holdco and the Merger Sub will have, upon receipt of the Financing, as of the Effective Time, sufficient cash on hand for the satisfaction of all of their obligations under this Agreement, including (i) in the case of US Holdco, the payment of the aggregate Merger Consideration (and any repayment or refinancing of debt contemplated by, or required in connection with the transactions described in, this Agreement, the Underwriting Agreement or the Debt Commitment Letters) and any other amounts required to be paid in connection with the consummation of the Transactions (including all amounts payable in respect of Company Restricted Shares and Company Performance Share Awards under this Agreement and all related fees and expenses of US Holdco) (collectively, the "*US Holdco Payment Obligations*"); and (ii) in the case of the Parent, to pay all related fees and expenses of the Parent and reimbursable expenses of the Company (collectively, the "*Parent Payment Obligations*"). The Parent's, US Holdco's and the Merger Sub's obligations hereunder are not subject to a condition regarding the Parent's, US Holdco's or the Merger Sub's obtaining of funds to consummate the transactions contemplated by this Agreement. The Parent has delivered to the Company true and complete copies, including all exhibits and schedules thereto, of (a) the executed Underwriting Agreement, pursuant to which Barclays Bank PLC, HSBC Bank plc and Investec Bank plc have agreed to fully underwrite the Rights Issue subject to the terms and conditions therein (the "*Equity Financing*") and (b) the executed commitment letters and executed Fee Letters (which Fee Letters have been redacted solely with respect to fee amounts, original issue discount,

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"market flex" provisions, and other economic terms; *provided*, that such redactions do not relate to any terms that could adversely affect the conditionality, enforceability, availability, termination or aggregate principal amount (other than with respect to original issue discount) of the Debt Financing or other funding being made available by such Debt Financing Source), dated as of December 5, 2017 (collectively, the "*Debt Commitment Letters*" and, together with the Underwriting Agreement, the "*Financing Documents*"), from the Debt Financing Sources party thereto, pursuant to which such Debt Financing Sources have agreed to provide, subject to the terms and conditions therein, debt financing in the amounts set forth therein (such debt financing, the "*Debt Financing*" and, together with the Equity Financing, collectively referred to as the "*Financing*") for purposes of financing the Transactions and the related fees and expenses. As of the date of this Agreement, (other than any amendments solely to add lenders, arrangers, book-runners, syndication and documentation agents or similar entities who have not executed the Debt Commitment Letters as of the date of this Agreement, assignments of the Parent's and US Holdco's rights and obligations under the Debt Commitment Letters to certain wholly owned Subsidiaries of the Parent to the extent permitted thereunder (provided that any such assignment shall not affect the liabilities or obligations of the Parent, US Holdco or the Merger Sub hereunder and the Parent shall cause any such assignee to perform any such obligations to the extent necessary to preserve the original intent of the parties hereunder) and the Parent's entering into the Re-Pricing Memorandum as contemplated by the Underwriting Agreement) none of the Financing Documents has been amended or modified, no such amendment is contemplated, none of the respective obligations and commitments contained in such letters have been withdrawn, terminated or rescinded in any respect, and no such withdrawal, termination or rescission is contemplated. The Parent or its applicable Subsidiary has fully paid any and all commitment fees, underwriting fees or other fees in connection with the Financing Documents that are payable on or prior to the date hereof and will continue to pay in full any such amounts required to be paid pursuant to the terms of the Financing Documents as and when they become due and payable on or prior to the Closing Date. Assuming the Financing is funded in accordance with the Financing Documents, the net proceeds contemplated by the Financing Documents (after netting out applicable fees, expenses, original issue discount, underwriting discount and similar premiums and charges and after giving effect to the maximum amount of flex (including original issue discount flex) provided under the Financing Documents), together with cash or cash equivalents available to the Parent and its Subsidiaries, will in the aggregate be sufficient for the Parent, US Holdco, the Merger Sub and the Surviving Corporation to pay the aggregate Parent Payment Obligations and US Holdco Payment Obligations, as applicable. As of the date hereof, the Financing Documents are (x) legal, valid and binding obligations of the Parent and US Holdco, and to the knowledge of the Parent and US Holdco, each of the other parties thereto, (y) enforceable in accordance with their respective terms against the Parent and US Holdco, as applicable, and, to the knowledge of the Parent and US Holdco, each of the other parties thereto, in each case except as such enforceability may be limited by the Bankruptcy and Equity Exception and (z) in full force and effect. As of the date of this Agreement, no event, development, circumstance or change has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach on the part of the Parent or US Holdco or, to the knowledge of the Parent, any other parties thereto under the Underwriting Agreement, or the Debt Commitment Letters. As of the date of this Agreement, the Parent does not have any reason to believe that it or any of the other parties to the Financing Documents will be unable to satisfy on a timely basis any term or condition of the Financing Documents required to be satisfied by it, that the conditions thereof will not otherwise be satisfied or that the full amount of the Financing will not be available on the Closing Date. The only conditions precedent or other contingencies (including market "flex" provisions) related to the obligations of Barclays Bank PLC, HSBC Bank plc and Investec Bank plc to underwrite the full amount of the Equity Financing and the lenders to fund the full amount of the Debt Financing are those expressly set forth in the Underwriting Agreement and the Debt Commitment Letter, respectively. As of the date of this Agreement, there are no side letters or other contracts or arrangements to which the Parent or any of its Affiliates is a party related to the Financing other than

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as expressly contained in the Financing Documents and delivered to the Company prior to the date hereof.

4.6 *Solvency.* None of the Parent, US Holdco or the Merger Sub is entering into this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Company or any of its Subsidiaries. Assuming satisfaction or waiver of the conditions to the Parent's, US Holdco's and the Merger Sub's obligation to consummate the Merger, and after giving effect to the Transactions, any alternative financing incurred in accordance with Section 6.12 and the payment of the aggregate Merger Consideration, any other repayment or refinancing of debt contemplated in this Agreement or the Financing Documents, payment of all amounts required to be paid in connection with the consummation of the Transactions, and payment of all related fees and expenses of the Parent, US Holdco and the Merger Sub, each of the Parent, US Holdco and the Surviving Corporation will be Solvent as of the Effective Time and immediately after the consummation of the Transactions. For the purposes of this Agreement, the term "*Solvent*", when used with respect to any Person, means that, as of any date of determination, (a) the fair market value of the assets of such Person and its Subsidiaries on a consolidated basis, at a fair market valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of such Person and its Subsidiaries on a consolidated basis, (b) the present fair saleable value of the property of such Person and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of such Person and its Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) such Person and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date and (d) such Person and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.

4.7 *Litigation.* As of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation pending and of which the Parent has been notified or, to the Parent's knowledge, threatened against the Parent or any of its Subsidiaries, in each case that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect. As of the date of this Agreement, there are no judgments, orders or decrees outstanding against the Parent or any of its Subsidiaries that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect.

4.8 *Other Agreements or Understandings.* There are no contracts, agreements or other arrangements or understandings (whether oral or written) or commitments to enter into contracts, agreements or other arrangements or understandings (whether oral or written) (a) between the Parent, US Holdco, the Merger Sub or any of their Affiliates, on the one hand, and any member of the Company's management or the Company Board, on the other hand, (b) pursuant to which any stockholder of the Company would be entitled to receive consideration of a different amount or nature than the Merger Consideration, or (c) other than the Company Voting Agreement, pursuant to which any stockholder of the Company agrees to vote to adopt this Agreement or approve the Merger.

4.9 *Brokers.* Except for Barclays Bank PLC, HSBC Bank plc, Investec Bank plc and N.M. Rothschild & Sons Limited, no agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action or agreement of the Parent or any of its Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement.

4.10 *No Other Representations or Warranties.* The Parent, US Holdco and the Merger Sub further acknowledge and agree that, except for the representations and warranties set forth in Article III (in each case as qualified and limited by the Company Disclosure Schedule), (a) none of the Company or

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any of its Subsidiaries, or any of its or their respective Affiliates, stockholders or Representatives, or any other Person, has made or is making any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective business or operations, including with respect to any information provided or made available to the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, or, except as otherwise expressly set forth in this Agreement, had or has any duty or obligation to provide any information to the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, in connection with this Agreement, the transactions contemplated hereby or otherwise, and (b) to the fullest extent permitted by law, none of the Company or any of its Subsidiaries, or any of its or their respective Affiliates, stockholders or Representatives, or any other Person, will have or be subject to any liability or indemnification or other obligation of any kind or nature to the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, resulting from the delivery, dissemination or any other distribution to the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, or the use by the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, of any such information provided or made available to any of them by the Company or any of its Subsidiaries, or any of its or Affiliates, stockholders or Representatives, or any other Person, including any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material provided or made available to the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders, or Representatives, or any other Person, in "data rooms," confidential information memoranda, management presentations or otherwise in anticipation or contemplation of the Merger or any other transaction contemplated by this Agreement and (subject to the express representations and warranties of the Company set forth in Article III (in each case as qualified and limited by the Company Disclosure Schedule)) none of the Parent, US Holdco, the Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other Person, has relied on any such information (including the accuracy or completeness thereof) or any representations or warranties or other statements or omissions that may have been made by the Company or any Person with respect to the Company other than the representations and warranties set forth in this Agreement.

ARTICLE V

CONDUCT OF BUSINESS

5.1 *Covenants of the Company.* Except as otherwise contemplated or required by this Agreement, as required by Applicable Law, as set forth in Section 5.1 of the Company Disclosure Schedule, or with the Parent's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), during the Pre-Closing Period, the Company shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to act and carry on its business in the Ordinary Course of Business and to use commercially reasonable efforts to maintain and preserve intact its business organization and any advantageous business relationships with Persons having material business dealings with the Company. Without limiting the generality of the foregoing, except as otherwise contemplated or required by this Agreement, as required by Applicable Law or as set forth in Section 5.1 of the Company Disclosure Schedule, or with the Parent's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), during the Pre-Closing Period the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, do any of the following:

(a)

(i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect of, any of its capital stock (other than

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(A) regular quarterly cash dividends payable by the Company in respect of shares of Company Common Stock, which in all instances shall include, for the avoidance of doubt, shares of Company Common Stock underlying outstanding Company Restricted Shares or Company Performance Share Awards, in an amount not exceeding $0.22 per share of Company Common Stock for each quarterly dividend (subject to equitable adjustment for any of the events with respect to Company Common Stock set forth in Section 2.1(d)), with declaration, record and payment dates reasonably consistent with the Company's historical practice over the past twelve months (provided, that the Company may declare and pay its first quarter 2018 dividend in an amount not exceeding $0.22 per share of Company Common Stock on the earlier of March 15, 2018 or immediately prior to the Closing and if the Closing occurs after April 20, 2018, the Company may declare and pay its second quarter 2018 dividend in an amount not exceeding $0.22 per share of Company Common Stock on the earlier of June 15, 2018 or immediately prior to the Closing) or (B) dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent);

(ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or any of its other securities; or

(iii) purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, except, in the case of this clause (iii), for (A) the acquisition or redemption of shares of capital stock of wholly owned Subsidiaries of the Company or (B) the acquisition of Company Common Stock (1) from holders of Company Restricted Shares or Company Performance Share Awards in full or partial payment of any applicable Taxes payable by such holder upon exercise or vesting thereof, as applicable, to the extent required or permitted under the terms thereof or (2) from former employees, directors and consultants in accordance with agreements providing for the repurchase of shares at their original issuance price or forfeiture of shares for no consideration, in each case under this clause (2) in connection with any termination of services to the Company or any of its Subsidiaries;

(b) except as permitted by Section 5.1(k), issue, deliver, sell, grant, pledge or otherwise dispose of or subject to any Lien any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, in each case other than (i) the issuance of shares of capital stock of wholly owned Subsidiaries of the Company in connection with capital contributions or (ii) the issuance of shares of Company Common Stock upon settlement of Company Restricted Shares or Company Performance Share Awards outstanding on the date of this Agreement;

(c) amend the Company's certificate of incorporation, bylaws or other comparable charter or organizational documents;

(d) acquire (i) by merging or consolidating with, or by purchasing all or a substantial portion of the assets or any stock of, or by any other manner, any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof for consideration that is individually or in the aggregate in excess of $60,000,000, or (ii) any assets that are material, in the aggregate, to the Company and its Subsidiaries, taken as a whole, except purchases of inventory and raw materials in the Ordinary Course of Business, provided, however, that with respect to any such acquisition for consideration that is individually in excess of $20,000,000, the Company shall give the Parent prior written notice and give due consideration to any views of the Parent with respect to such acquisition;

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(e) sell, lease, license, pledge, encumber or otherwise transfer or dispose of or subject to any Lien (other than a Permitted Lien), any material properties or any material assets of the Company or of any of its Subsidiaries, taken as a whole, other than to the Company or one of its wholly-owned Subsidiaries or in the Ordinary Course of Business;

(f) (i) incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person (other than (A) to the Company or one of its Subsidiaries, (B) any guaranty by the Company or one of its Subsidiaries of indebtedness incurred by a Subsidiary of the Company, which indebtedness is otherwise permitted hereunder, (C) letters of credit, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities, supplier financing programs or cash management programs, in each case issued, made or entered into in the Ordinary Course of Business, (D) indebtedness incurred under the Regal Credit Facility or other existing arrangements (including in respect of letters of credit) and (E) other indebtedness for borrowed money or guarantees in an aggregate principal amount outstanding at any time that is prepayable without penalty not to exceed $60,000,000, (ii) issue, sell or amend any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing, or (iii) make any loans, advances (other than routine advances to employees of the Company and its Subsidiaries in the Ordinary Course of Business) or capital contributions to, or investment in, any other Person, other than the Company or any of its direct or indirect wholly owned Subsidiaries, *provided*, *however*, that the Company may continue to make investments in accordance with its investment policy as in effect on the date hereof (a copy of which has been made available to the Parent);

(g) adopt a plan of complete or partial liquidation, dissolution, recapitalization, restructuring or other reorganization;

(h) make any capital expenditures or other expenditures with respect to property, plant or equipment (excluding, for the avoidance of doubt, operating leases) in excess of $5,000,000 per month in the aggregate for the Company and its Subsidiaries, taken as a whole, other than as included in the Company's 2018 budget for capital expenditures previously made available to the Parent, provided that, starting on January 5, 2018 and for each month thereafter, such $5,000,000 monthly cap shall be increased by the amount equal to the difference between, for the previous month, (i) $5,000,0000 (as may be increased pursuant to this proviso) and (ii) the amount of capital expenditures or other expenditures with respect to property, plant or equipment (excluding, for the avoidance of doubt, operating leases) actually made during such previous month;

(i) make any material changes in accounting methods, principles or practices, except insofar as may be required by a change in GAAP;

(j) except in the Ordinary Course of Business, make or change any material Tax election, change any annual Tax accounting period, adopt or change any material method of Tax accounting, amend any material Tax Returns or file claims for material Tax refunds, enter into any material closing agreement, settle any material Tax claim, audit or assessment, surrender any right to claim a material Tax refund, offset or other reduction in Tax liability or take any material position on any Tax Return filed on or after the date of this Agreement or adopt any material accounting method that is inconsistent with elections made, positions taken or methods used in preparing or filing similar Tax Returns in prior periods;

(k) except as contemplated by clauses (ii-v) of this Section 5.1(k) or the terms of this Agreement, (i) adopt, enter into, terminate or materially amend any employment, severance or similar agreement or material benefit plan for the benefit or welfare of any current or former

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director or executive officer (except in the Ordinary Course of Business and only if such arrangement is terminable on 60 days' or less notice without either a penalty or payment or, for employment outside the United States, as required by Applicable Law) or any Collective Bargaining Agreement (unless required by Applicable Law), (ii) except as otherwise set forth in Section 5.1(k)(ii) of the Company Disclosure Schedule (i.e., not to exceed the amounts set forth in such Section 5.1(k)(ii) of the Company Disclosure Schedule), increase the compensation or benefits of, or pay any bonus to, any employee, except, in the case of any employees not listed in Section 5.1(k)(ii) of the Company Disclosure Schedule, (x) for annual increases of salaries and bonus payments in the Ordinary Course of Business and (y) in connection with hires and promotions contemplated by clause (v) of this Section 5.1(k), (iii) accelerate the payment, right to payment or vesting of any material compensation or benefits, including any outstanding restricted stock awards, or performance shares, (iv) grant any stock options, restricted stock awards, stock appreciation rights, stock based or stock related awards, performance units or restricted stock other than as described in Section 5.1(k)(ii) of the Company Disclosure Schedule (i.e., not to exceed the amounts set forth in such Section 5.1(k)(ii) of the Company Disclosure Schedule), or (v) hire, terminate or promote any employee other than such actions taken in the Ordinary Course of Business for employees not listed on Section 5.1(k)(ii) of the Company Disclosure Schedule;

(l) except in the Ordinary Course of Business, enter into any new line of business or enter into any contract that materially restricts the Company, any of its Subsidiaries or any of their respective Affiliates thereof from engaging or competing in any line of business or in any geographic area, or which would so restrict the Company or the Parent or any of their respective Affiliates following the Closing;

(m) except in the Ordinary Course of Business (i) enter into any contract that, if in effect on the date hereof, would have been a Company Material Contract, (ii) terminate any Company Material Contract or, for the period from the date of this Agreement until March 15, 2018, any contract listed on Section 5.1(m) of the Company Disclosure Schedule, except as a result of a material breach or a material default by the counterparty thereto or as a result of the expiration of such contract in accordance with its terms as in effect on the date of this Agreement, (iii) amend or modify in a manner that is materially adverse to the Company and its Subsidiaries, taken as a whole, any Company Material Contract or, for the period from the date of this Agreement until March 15, 2018, any contract listed on Section 5.1(m) of the Company Disclosure Schedule or (iv) waive any material right under any Company Material Contract or, for the period from the date of this Agreement until March 15, 2018, any contract listed on Section 5.1(m) of the Company Disclosure Schedule; provided, however, that the Company shall give the Parent prior written notice before entering any material contract containing any provision obligating the Company or its Subsidiaries to conduct business with any Third Party on an exclusive basis over a material geographic area that includes multiple states or extends beyond the United States, other than such contracts entered into the Ordinary Course of Business;

(n) except as permitted in accordance with Section 2.4(c) or Section 6.14, settle, pay, discharge or satisfy any claim, action, arbitration, suit, proceeding or investigation against the Company or any of its Subsidiaries, whether civil, criminal, administrative or investigative, other than routine matters in the Ordinary Course of Business or settlements that involve only the payment of monetary damages not in excess of $5,000,000 individually or $25,000,000 in the aggregate;

(o) fail to maintain in full force and effect material insurance policies or comparable replacement policies of the Company or any of its Subsidiaries and their respective properties, businesses, assets and operations in a form and amount consistent with past practice, except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole and for matters of which the Company has not received notice; or

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(p) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

5.2 *Conduct of Business by the Parent, US Holdco and the Merger Sub Pending the Merger.* The Parent, US Holdco and the Merger Sub agree that, during the Pre-Closing Period, (a) they shall not, directly or indirectly, without the prior written consent of the Company, take or cause to be taken any action that could be expected to materially delay, impair or prevent the consummation of the transactions contemplated by this Agreement, or propose, announce an intention or enter into any agreement to take any such action, (b) US Holdco shall not engage in any activity of any nature except for activities related to or in furtherance of the Merger and the other transactions contemplated by this Agreement and (c) the Merger Sub shall not engage in any activity of any nature except for activities related to or in furtherance of the Merger and the other transactions contemplated by this Agreement. Without limiting the generality of the foregoing, except with the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), during the Pre-Closing Period the Parent shall not, and shall not permit any of its Subsidiaries, directly or indirectly, to take any of the following actions if such actions would reasonably be expected to prevent or materially delay, or impair the ability of the Parent, US Holdco or the Merger Sub to consummate, the Merger, the Rights Issue or any other transaction contemplated by this Agreement:

(a)

(i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect