



ALLIANT TECHSYSTEMS INC.  
OFFER TO PURCHASE

Offer to Purchase for Cash any and all of the  
Outstanding 3.00% Convertible Senior Subordinated Notes due 2024  
(CUSIP No. 018804AK0)

**THE OFFER WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF FRIDAY, JUNE 27, 2014, UNLESS THE OFFER IS EXTENDED (SUCH DATE, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE") OR EARLIER TERMINATED BY US.**

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this offer to purchase (as it may be amended or supplemented, this "Offer to Purchase") and the related letter of transmittal (as it may be amended or supplemented, the "Letter of Transmittal"), any and all of our outstanding 3.00% Convertible Senior Subordinated Notes due 2024 (the "Notes"). Our offer to purchase the Notes, and the terms and conditions of this Offer to Purchase and the Letter of Transmittal, are referred to herein, collectively, as the "Offer." The Offer will expire at 12:00 midnight, New York City time, at the end of the Expiration Date.

Upon the terms and subject to the conditions of the Offer, holders of Notes who validly tender and do not validly withdraw their Notes at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, and whose Notes are accepted for purchase will receive, for each \$1,000 principal amount of such Notes, a cash purchase price (the "Purchase Price") equal to the sum of (i) the Average VWAP (as defined below) multiplied by 13.1023, plus (ii) an amount equal to the amount of interest that would accrue on such Notes from and including the settlement date to but excluding August 20, 2014 (which is the first day that the Company may redeem the Notes), without any discounting thereof, plus (iii) a fixed cash amount of \$2.50, *provided* that in no event will the Purchase Price be less than \$1,382.41 or more than \$1,906.50 per \$1,000 principal amount of such Notes. In addition to the Purchase Price, holders will receive, in respect of their Notes that are accepted for purchase, accrued and unpaid interest on such Notes to, but excluding, the settlement date of the Offer. All amounts payable pursuant to the Offer will be rounded to the nearest cent. See "The Offer—Principal Amount of Notes; Price."

In addition to the Offer, in connection with a dividend the Company has declared and will pay to holders of its outstanding common stock during the pendency of the Offer, the Company intends to make a payment to each holder of Notes who is a holder of record at the close of business on June 2, 2014 (the record date of such dividend), on the date of payment of such dividend (which is expected to be June 26, 2014), for each \$1,000 principal amount of Notes held by such holder, in an amount equal to the per share amount of such dividend, multiplied by 13.1023, such that the holders of the Notes will effectively participate in the dividend without conversion of their Notes (the "Dividend Payment"). As a result of such payment, no anti-dilution adjustment to the conversion rate of the Notes will be made as a result of this dividend.

Throughout the Offer, an indicative Purchase Price will be available at <http://www.gbhc-usa.com/ATK> and from the Information Agent (as defined below), which may be contacted at one of its telephone numbers listed on the back cover of this Offer to Purchase. We will determine the final Purchase Price promptly after the close of trading on the New York Stock Exchange on June 25, 2014. We will announce the final Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent. See "The Offer—Extension of the Offer; Termination; Amendment."

Upon the terms and subject to the conditions of the Offer, all Notes validly tendered in the Offer and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date will be accepted for purchase in the Offer. **We are not providing for procedures for tenders of Notes to be made by guaranteed delivery. Accordingly, you must allow sufficient time for the necessary tender procedures to be completed during the normal business hours of DTC (as defined below) on or prior to the Expiration Date. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the Offer a number of days before the Expiration Date in order for such entity to tender Notes on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date. Tenders not completed at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date will be disregarded and of no effect.**

**The Offer is not conditioned on any minimum aggregate principal amount of Notes being tendered. The Offer is, however, subject to the satisfaction or waiver of the Financing Condition (as defined below), the Orbital Transaction Condition (as defined below) and the General Conditions (as defined below). See “The Offer—Conditions of the Offer.”**

As of May 30, 2014, there was \$195,951,000 aggregate principal amount of Notes outstanding. The Notes are not listed on any securities exchange. Our common stock is listed on the New York Stock Exchange under the symbol “ATK.” On May 30, 2014, the last reported sale price of our common stock on the New York Stock Exchange was \$126.29 per share.

**See “Certain Significant Considerations” beginning on page 10 for a discussion of factors you should consider in evaluating this Offer.**

**NEITHER THE OFFER TO PURCHASE NOR THE OFFER HAS BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), NOR HAS THE SEC PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS OFFER TO PURCHASE OR THE LETTER OF TRANSMITTAL. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

*The Dealer Manager for the Offer is:*  
**BofA Merrill Lynch**

June 2, 2014

## IMPORTANT INFORMATION

References in this Offer to Purchase to “the Company,” “we,” “us” and “our” refer to Alliant Techsystems Inc., a Delaware corporation, unless the context indicates otherwise.

All of the Notes were issued in book-entry form and are currently represented by one or more global notes held for the account of The Depository Trust Company (“DTC”).

You may tender your Notes by transferring them through DTC’s Automated Tender Offer Program (“ATOP”) or following the other procedures described under “The Offer—Procedures for Tendering the Notes.”

If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should consider that such entity may require you to take action with respect to the Offer a number of days before the Expiration Date in order for such entity to tender Notes on your behalf on or prior to the Expiration Date. Tenders not completed at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date will be disregarded and of no effect.

Notwithstanding any other provision of the Offer, our obligation to purchase, and to pay the Purchase Price for, any Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon the satisfaction or, at our discretion, waiver, of each of the Financing Condition, the Orbital Transaction Condition and the General Conditions. See “The Offer—Conditions of the Offer.” Neither we nor the Dealer Manager (as defined below) can assure you that the conditions to the Offer will be satisfied or waived.

You may direct questions and requests for assistance, including requests for additional copies of this Offer to Purchase or the Letter of Transmittal, to Global Bondholder Services Corporation, as information agent for the Offer (the “Information Agent”), and you may also direct questions regarding the Offer to Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the dealer manager for the Offer (the “Dealer Manager”), at their respective addresses and telephone numbers listed on the back cover to this Offer to Purchase. Global Bondholder Services Corporation is also acting as the depository for the Offer (the “Depository”). See “The Offer—Persons Employed in Connection with the Offer.”

**Subject to applicable law (including Rule 13e-4(d)(2) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that material changes to the Offer be promptly disseminated to security holders in a manner reasonably designed to inform them of such changes), delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained in or incorporated by reference in this Offer to Purchase is correct as of any time after the date of this Offer to Purchase or that there has been no change in the information included or incorporated by reference herein or in our affairs or the affairs of any of our subsidiaries since the date hereof.**

None of the Company’s management, its board of directors, the Dealer Manager, the Depository or the Information Agent makes any recommendation to any holder of Notes as to whether or not to tender any Notes. None of the Company’s management, its board of directors, the Dealer Manager, the Depository or the Information Agent has authorized any person to give any information or to make any representation in connection with the Offer other than the information and representations contained in this Offer to Purchase or the Letter of Transmittal. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, representation or information as having been authorized by the Company’s management, its board of directors, the Dealer Manager, the Depository or the Information Agent.

Each holder must comply with all applicable laws and regulations in force in any jurisdiction in which it participates in the Offer or possesses or distributes this Offer to Purchase and must obtain any consent, approval or permission required by it for participation in the Offer under the laws and regulations in force in any jurisdiction to which it is subject, and we shall not have any responsibility therefor.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public from commercial document retrieval services and at the SEC's website at <http://www.sec.gov>. You can also find our reports filed with the SEC on our Internet site at [www.atk.com](http://www.atk.com) under the "Investor Relations" heading free of charge.

Statements made in this Offer to Purchase concerning the provisions of any contract, agreement, indenture or other document referred to herein are not necessarily complete. With respect to each such statement concerning a contract, agreement, indenture or other document filed with the SEC, reference is made to such filing for a more complete description of the matter involved, and each such statement is qualified in its entirety by such reference.

## INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by us with the SEC are incorporated herein by reference and shall be deemed to be a part of this Offer to Purchase:

- our Annual Report on Form 10-K for the fiscal year ended March 31, 2014 filed with the SEC on May 23, 2014.

The information contained in the document listed above speaks only as of the date of such document. Any statement contained in a document incorporated or deemed to be incorporated by reference herein, or contained in this Offer to Purchase, will be deemed to be modified or superseded, for purposes of this Offer to Purchase, to the extent that a statement contained herein or in any other subsequently filed document or report that also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

We have filed with the SEC a Tender Offer Statement on Schedule TO (as the same may be amended or supplemented and, together with any exhibits and any amendments thereto, the "Schedule TO"), pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 thereunder, furnishing certain information with respect to the Offer. The Schedule TO may be examined and copies may be obtained at the same places and in the same manner as set forth above.

You may request a copy of these filings, without charge, by written or oral request, by contacting us at:

Alliant Techsystems Inc.  
Attention: Michael Pici  
Director of Investor Relations  
Alliant Techsystems Inc.  
1300 Wilson Boulevard, Suite 400  
Arlington, Virginia 22209-2307  
Telephone: (703) 412-3216

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## SUMMARY TERMS OF THE OFFER

*This summary highlights selected information from this Offer to Purchase and does not contain all the information that may be important to you in deciding whether or not to tender your Notes. You should read the Offer to Purchase and the Letter of Transmittal in their entirety before making your decision to tender your Notes. Cross references contained in this summary section will direct you to a more complete discussion of a particular topic located elsewhere in this Offer to Purchase.*

### **Who is making the Offer?**

Alliant Techsystems Inc., the issuer of the Notes, is making the Offer. Alliant Techsystems Inc. is a Delaware corporation. The mailing address of our principal executive offices is 1300 Wilson Boulevard, Suite 400, Arlington, Virginia 22209-2307. Our telephone number is (703) 412-5960.

### **Why is the Company making the Offer?**

In connection with the Orbital Transaction Agreement (as defined below), we have agreed to provide a notice of redemption with respect to the Notes and, to the extent Notes are converted in connection therewith (or otherwise), to settle our obligations resulting therefrom solely in cash. We are not, however, able to redeem the Notes until August 20, 2014. The Offer will, to the extent that Notes are validly tendered and accepted in the Offer, enable us to settle our obligations with respect to the Notes prior to August 20, 2014. In addition, to the extent that any Notes are validly tendered and accepted in the Offer, we will reduce the risk that the cost to us of settling our conversion obligations under the Notes, which varies based on the trading price of our common stock, will increase in the event that the trading price of our common stock increases. See “Purposes, Effects and Plans—Purposes of the Offer.”

### **What are the securities being sought in the Offer and what is the purchase price?**

We are offering to purchase for cash, upon the terms and subject to the conditions of the Offer, any and all of our outstanding 3.00% Convertible Senior Subordinated Notes due 2024. Upon the terms and subject to the conditions of the Offer, holders of Notes who validly tender and do not validly withdraw their Notes at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, whose Notes are accepted for purchase will receive, for each \$1,000 of such Notes, a cash Purchase Price equal to the sum of:

- the Average VWAP (as defined below) multiplied by 13.1023; plus
- an amount equal to the amount of interest that would accrue on such Notes from and including the settlement date to but excluding August 20, 2014 (which is the first day that the Company may redeem the Notes), without any discounting thereof, plus
- a fixed cash amount of \$2.50,

*provided* that in no event will the Purchase Price be less than \$1,382.41 or more than \$1,906.50 per \$1,000 principal amount of such Notes. In addition to the Purchase Price, holders will receive, in respect of their Notes that are accepted for purchase, accrued and unpaid interest on such Notes to, but excluding, the settlement date of the Offer. All amounts payable pursuant to the Offer will be rounded to the nearest cent. See “The Offer—Principal Amount of Notes; Price.”

In addition to the Offer, in connection with a dividend the Company has declared and will pay to holders of its outstanding common stock during the pendency of the Offer, the Company intends to make a payment to each holder of Notes who is a holder of record at the close of business on June 2, 2014 (the record date of such dividend), on the date of payment of such dividend (which is expected to be June 26, 2014), for each \$1,000 principal amount of Notes held by such holder, in an amount equal to the per share amount of such dividend, multiplied by 13.1023, such that the holders of the Notes will effectively participate in the dividend without conversion of their Notes. As a result of such payment, no anti-dilution adjustment to the conversion rate of the Notes will be made as a result of this dividend.

The “Average VWAP” means the simple arithmetic average of the Daily VWAPs (as defined below) over the Averaging Period (as defined below).

The “Averaging Period” means the period of 15 consecutive trading days beginning on June 5, 2014 and ending on June 25, 2014. For the avoidance of doubt, if up to three scheduled trading days during the period beginning on June 5, 2014 are not trading days, we will extend the Expiration Date by a number of scheduled trading days that equals the number of scheduled trading days that were not trading days.

The “Daily VWAP” for any trading day means the per share volume-weighted average price of our common stock on the New York Stock Exchange, as displayed under the heading “Bloomberg VWAP” on Bloomberg page “ATK.N <equity> AQR” (or its equivalent successor if such page is not available), in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session of the New York Stock Exchange on such trading day (or if such volume weighted average price is unavailable, the market value of one share of our common stock on such trading day determined, using a volume weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by us). The Daily VWAP will be determined without regard to pre-market hours or after-hours trading or any other trading outside of the regular trading session trading hours.

“Trading day” means a day during which trading in our common stock generally occurs.

For the purposes of determining the Purchase Price, in the event that on a trading day there is a market disruption event, then the Daily VWAP for such trading day shall be the market value of one share of our common stock on such trading day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by us. For this purpose “market disruption event” means (i) a failure by the NYSE to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any scheduled trading day for our common stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock purchase or otherwise) in our common stock or in any options, contracts or future contracts relating to our common stock.

The table below provides illustrations of the Purchase Price per \$1,000 principal amount of Notes assuming that the Average VWAP is at specified levels. The actual Purchase Price will be subject to the minimum Purchase Price and maximum Purchase Price described above.

<b>Illustrative Average VWAP</b>	<b>Illustrative Variable Component of Purchase Price<sup>(1)</sup></b>	<b>Interest Component of Purchase Price<sup>(2)</sup></b>	<b>Fixed Component of Purchase Price</b>	<b>Illustrative Purchase Price</b>
\$105.00	\$1,375.74	\$4.17	\$2.50	\$1,382.41
\$107.50	\$1,408.50	\$4.17	\$2.50	\$1,415.17
\$110.00	\$1,441.25	\$4.17	\$2.50	\$1,447.92
\$112.50	\$1,474.01	\$4.17	\$2.50	\$1,480.68
\$115.00	\$1,506.77	\$4.17	\$2.50	\$1,513.44
\$117.50	\$1,539.52	\$4.17	\$2.50	\$1,546.19
\$120.00	\$1,572.28	\$4.17	\$2.50	\$1,578.95
\$122.50	\$1,605.03	\$4.17	\$2.50	\$1,611.70
\$125.00	\$1,637.79	\$4.17	\$2.50	\$1,644.46
\$127.50	\$1,670.54	\$4.17	\$2.50	\$1,677.21
\$130.00	\$1,703.30	\$4.17	\$2.50	\$1,709.97
\$132.50	\$1,736.05	\$4.17	\$2.50	\$1,742.72
\$135.00	\$1,768.81	\$4.17	\$2.50	\$1,775.48
\$137.50	\$1,801.57	\$4.17	\$2.50	\$1,808.24
\$140.00	\$1,834.32	\$4.17	\$2.50	\$1,840.99
\$142.50	\$1,867.08	\$4.17	\$2.50	\$1,873.75
\$145.00	\$1,899.83	\$4.17	\$2.50	\$1,906.50

(1) The illustrative variable component of the Purchase Price has been calculated by multiplying the applicable illustrative Average VWAP by a constant multiplier of 13.1023.

(2) Amount of interest that would accrue on such Notes from and including the settlement date of June 30, 2014 to but excluding August 20, 2014, without discounting.

See “The Offer—Principal Amount of Notes; Price—Illustrative Calculations of Purchase Price” for more detailed illustrative calculations of the Purchase Price.

As of May 30, 2014, there was \$195,951,000 aggregate principal amount of Notes outstanding. The Notes are not listed on any securities exchange. Our common stock is listed on the New York Stock Exchange under the symbol “ATK.” On May 30, 2014, the last reported sale price of our common stock on the New York Stock Exchange was \$126.29 per share.

***Will there be an anti-dilution adjustment to the conversion rate of the Notes made as a result of the dividend declared by ATK?***

No. In addition to the Offer, in connection with a dividend the Company has declared and will pay to holders of its outstanding common stock during the pendency of the Offer, the Company intends to make a payment to each holder of Notes who is a holder of record at the close of business on June 2, 2014 (the record date of such dividend), on the date of payment of such dividend (which is expected to be June 26, 2014), for each \$1,000 principal amount of Notes held by such holder, in an amount equal to the per share amount of such dividend, multiplied by 13.1023, such that the holders of the Notes will effectively participate in the dividend without conversion of their Notes (the “Dividend Payment”). As a result of such payment, no anti-dilution adjustment to the conversion rate of the Notes will be made as a result of this dividend.

***When will I know the Purchase Price for the Offer?***

We will determine the final Purchase Price promptly after the close of trading on the New York Stock Exchange on June 25, 2014. We will announce the final Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent. We note that the minimum and maximum Purchase Prices with respect to the Offer per \$1,000 principal amount of Notes of \$1,382.41 and \$1,906.50, respectively, have already been established. See “The Offer—Principal Amount of Notes; Price.”

***How may I obtain information regarding the Purchase Price during the Offer?***

Throughout the Offer, an indicative Purchase Price will be available at <http://www.gbhc-usa.com/ATK> and from the Information Agent at one of its telephone numbers listed on the back cover of this Offer to Purchase. We will determine the final Purchase Price promptly after the close of trading on the New York Stock Exchange on June 25, 2014. We will announce the final Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent. See “The Offer—Principal Amount of Notes; Price.”

***Is there a minimum Purchase Price that will be paid in the Offer?***

Yes. In no event will the Purchase Price paid in the Offer for any Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date be less than \$1,382.41 per \$1,000 principal amount of Notes. If the pricing formula described above would result in a Purchase Price that is less than \$1,382.41 per \$1,000 principal amount of Notes, subject to the other terms and conditions described in this Offer to Purchase, we will pay a purchase price equal to \$1,382.41 per \$1,000 principal amount of Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date that are accepted for purchase. See “The Offer—Principal Amount of Notes; Price.”

***Is there a maximum Purchase Price that will be paid in the Offer?***

Yes. In no event will the Purchase Price paid in the Offer for any Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date be more than \$1,906.50 per \$1,000 principal amount of Notes. If the pricing formula described above would result in a Purchase Price that is more than \$1,906.50 per \$1,000 principal amount of Notes, subject to the other terms and conditions described in this Offer to Purchase, we will pay a purchase price equal to \$1,906.50 per \$1,000 principal amount of Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date that are accepted for purchase. See “The Offer—Principal Amount of Notes; Price.”

***Will I receive interest on my Notes purchased pursuant to the Offer?***

Yes. Holders will receive, in respect of their Notes that are accepted for purchase, accrued and unpaid interest on such Notes to, but excluding, the settlement date of the Offer. We currently expect the settlement date for the Offer to be on or about June 30, 2014.

***How and when will I be paid?***

If your Notes are accepted for purchase in the Offer, you will be paid the Purchase Price and the accrued and unpaid interest payable, in cash, promptly after the Expiration Date and the acceptance of such Notes for purchase, which we expect to be on the business day immediately following the Expiration Date. Payment will be made in U.S. dollars to an account designated by the Depositary, which will act as your custodian or nominee for the purpose of receiving payment from us and transmitting payment to you. All amounts payable pursuant to the Offer will be rounded to the nearest cent. See “The Offer—Purchase of the Notes; Payment of Purchase Price.”



***Will I have an opportunity to tender my Notes in the Offer, or withdraw previously tendered Notes, after the determination of the final Purchase Price?***

Yes. Since the Purchase Price to be paid in the Offer will be announced by us by 4:30 p.m., New York City time, on June 25, 2014 and the Offer will not expire earlier than 12:00 midnight, New York City time, at the end of the Expiration Date, you will have approximately 55.5 hours following the determination of the Purchase Price to tender your Notes in the Offer or to withdraw your previously tendered Notes. See “The Offer—Principal Amount of Notes; Price,” “The Offer—Procedures for Tendering the Notes” and “The Offer—Withdrawal Rights.”

If your Notes are held of record through a broker, dealer, commercial bank, trust company or other nominee and you wish to tender or withdraw your Notes after 5:00 p.m., New York City time, on the Expiration Date, you must make arrangements with your nominee for such nominee to fax a Voluntary Offering Instructions form (in the case of a tender) or a notice of withdrawal form (in the case of a withdrawal) to the Depositary at its number on the back cover of this Offer to Purchase on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, in accordance with the procedures described under “The Offer—Procedures for Tendering the Notes” and “The Offer—Withdrawal Rights.” Both of the referenced forms are available at <http://www.gbhc-usa.com/ATK> and are filed as exhibits to the Schedule TO. Copies of both forms may also be obtained from the Information Agent who may be contacted at any of its telephone numbers listed on the back cover of this Offer to Purchase.

***How many Notes will the Company purchase in all?***

Upon the terms and subject to the conditions of the Offer, we will purchase any and all of our outstanding Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date. See “The Offer—Principal Amount of Notes; Price.”

***Is the Offer subject to any minimum tender or other conditions?***

Our obligation to purchase Notes validly tendered and not validly withdrawn in the Offer is not subject to any minimum tender condition. The Offer, however, is conditioned upon satisfaction or waiver of the Financing Condition, the Orbital Transaction Condition and the General Conditions. See “The Offer—Conditions of the Offer.”

***Will all of the Notes I validly tender in the Offer, and do not validly withdraw, be purchased?***

Yes. Upon the terms and subject to the conditions of the Offer, we will purchase all of the Notes that you validly tender pursuant to the Offer and do not validly withdraw.

***May I tender only a portion of the Notes that I own?***

Yes. You do not have to tender all of the Notes that you own to participate in the Offer, except that Notes must be tendered in denominations of \$1,000 or integral multiples thereof.

***How long do I have to tender my Notes in the Offer?***

You will have until 12:00 midnight, New York City time, at the end of Friday, June 27, 2014 to decide whether or not to tender your Notes in the Offer, provided that we do not choose to extend the Offer. We cannot assure you that we will extend the Offer or, if we extend the Offer, for how long it will be extended. See “The Offer—Principal Amount of Notes; Price,” “The Offer—Procedures for Tendering Notes” and “The Offer—Extension of the Offer; Termination; Amendment.”

***Under what circumstances can the Offer be extended, amended or terminated?***

Subject to applicable law, we may extend the Offer, at any time or from time to time, for any reason. Subject to applicable law, we also expressly reserve the right, at any time or from time to time, to amend the terms of the Offer in any respect. We may terminate the Offer if any of the conditions described under “The Offer—Conditions of the Offer” fails to be satisfied. If the Offer is terminated, no Notes will be accepted for purchase and any Notes that have been tendered will be returned to the holder promptly after the termination. For more information regarding our right to extend, amend or terminate the Offer, see “The Offer—Extension of the Offer; Termination; Amendment.”

***How will I be notified if the Offer is extended, amended or terminated?***

Amendments to or terminations of the Offer may be made at any time and from time to time by notice to the Depositary followed by public announcement. Such announcement, in the case of an extension, will be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled Expiration Date. See “The Offer—Extension of the Offer; Termination; Amendment.”

***How do I participate in the Offer?***

You may tender your Notes by transferring the Notes through ATOP or following the other procedures described under “The Offer—Procedures for Tendering Notes.”

***What must I do to participate if my Notes are held of record by a broker, dealer, commercial bank, trust company or other nominee?***

If you wish to tender your Notes and they are held of record by a broker, dealer, commercial bank, trust company or other nominee, you should contact such entity promptly and instruct it to tender your Notes on your behalf. You are urged to instruct your broker, dealer, commercial bank, trust company or other nominee promptly to make arrangements for processing your instruction.

Should you have any questions as to the procedures for tendering your Notes, please call your broker, dealer, commercial bank, trust company or other nominee, or call the Information Agent at one of its telephone numbers listed on the back cover of this Offer to Purchase.

**If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the Offer a number of days before the Expiration Date in order for such entity to tender Notes on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date. Tenders not completed at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date will be disregarded and of no effect.**

See “The Offer—Procedures for Tendering the Notes.”

***Once I have tendered Notes, can I change my mind?***

You may withdraw previously tendered Notes at any time before the Offer expires. In addition, after the Offer expires, if we have not accepted for purchase the Notes you have tendered, you may withdraw your Notes at any time after 12:00 midnight, New York City time, on the 40th business day after the commencement of the Offer.

To withdraw Notes previously tendered, you or your broker, dealer, commercial bank, trust company or other nominee must cause the DTC participant holding the Notes through its DTC account to timely generate a “Request Message” with respect to the withdrawal specifying the amount of Notes to be withdrawn, the name of the registered holder of the Notes and the number of the account at DTC to be credited with the withdrawn Notes, and you must otherwise comply with DTC’s procedures. See “The Offer—Withdrawal Rights.”

***What is the market value of my Notes as of a recent date?***

There is no established reporting system or trading market for trading in the Notes. We believe, however, that the Notes are currently traded over-the-counter and that there is currently a high correlation between the trading price for the Notes and the trading price for the shares of our common stock. The closing price of our common stock on the New York Stock Exchange on May 30, 2014 was \$126.29 per share and the Notes are currently convertible into 13.1023 shares of common stock per \$1,000 principal amount of Notes. The product of such closing price and conversion rate per \$1,000 principal amount of Notes equals \$1,654.69. See “Purposes, Effects and Plans—Material Differences in the Rights of Holders of the Notes as a Result of the Offer.” You are urged to obtain more current price information for our common stock and the Notes. See “The Offer—Principal Amount of Notes; Price.”

***How will participation in the Offer affect my rights with respect to the Notes?***

If your Notes are tendered and accepted in the Offer, you will receive the Purchase Price, together with accrued and unpaid interest with respect to the Notes so tendered, to, but excluding, the settlement date of the Offer, but you will give up all rights and obligations associated with ownership of the Notes. See “Purposes, Effects and Plans—Material Differences in the Rights of Holders of the Notes as a Result of the Offer.”

***If the Offer is completed and I do not participate in the Offer, how will my rights and obligations under my untendered Notes be affected?***

The rights and obligations under the Notes that remain outstanding after settlement of the Offer will not change as a result of the Offer. If a significant percentage of the Notes are purchased in the Offer, the liquidity of the trading market for the Notes that remain outstanding, if any, after the completion of the Offer may be substantially reduced, and market prices may fluctuate significantly depending on the volume of any trading in the Notes. See “Purposes, Effects and Plans—Material Differences in the Rights of Holders of the Notes as a Result of the Offer” and “—Effects of the Offer on the Market for Notes.”

***Will I have to pay brokerage commissions or transfer taxes if I tender my Notes in the Offer?***

A registered holder of Notes that tenders its Notes directly to the Depositary and who does not give instructions for payment to be made or delivered, or unpurchased Notes to be issued or delivered, to another person will not need to pay any brokerage commissions to us or the Depositary or transfer taxes. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee whether you will be charged a fee to tender your Notes. See “The Offer—Procedures for Tendering the Notes,” “The Offer—Purchase of the Notes; Payment of Purchase Price” and “The Offer—Brokerage Commissions.”

***What are the tax consequences of tendering my Notes?***

Holders of Notes may be subject to U.S. federal income taxation upon the receipt of cash from us as payment for the Notes tendered in the Offer. See “Purposes, Effects and Plans—Material U.S. Federal Income Tax Consequences.”

***Is anyone making a recommendation regarding whether I should participate in the Offer?***

None of the Company’s management, its board of directors, the Dealer Manager, the Depositary or the Information Agent makes any recommendation to any holder of Notes as to whether or not to tender any Notes. None of the Company’s management, its board of directors, the Dealer Manager, the Depositary or the Information Agent has authorized any person to give any information or to make any representation in connection with the Offer other than the information and representations contained in this Offer to Purchase or in the Letter of Transmittal. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, representation or information as having been authorized by the Company’s management, its board of directors, the Dealer Manager, the Depositary or the Information Agent.

Before making your decision, we urge you to read this Offer to Purchase, including the documents incorporated by reference herein, and the Letter of Transmittal in their entirety. We also urge you to consult your financial and tax advisors in making your own decisions on what action, if any, to take in light of your own particular circumstances.

***How will the Company pay for the Notes?***

We would need approximately \$373.6 million to purchase all of the Notes outstanding as of May 30, 2014, assuming a maximum Purchase Price of \$1,906.50 per \$1,000 principal amount of Notes. We intend to finance the Offer with a combination of the net proceeds of new incremental term loan borrowings under our senior credit facility, cash on hand and, if necessary, borrowings under our revolving credit facility. The Offer is subject to the satisfaction or waiver of the Financing Condition. See “The Offer—Source and Amount of Funds” and “The Offer—Conditions of the Offer.”

***Who can I talk to if I have questions about the Offer?***

Global Bondholder Services Corporation is acting as the Information Agent for the Offer and Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as the Dealer Manager for the Offer. You may call the Information Agent or the Dealer Manager at their telephone numbers listed on the back cover of this Offer to Purchase if you have any questions about the Offer. See “The Offer—Persons Employed in Connection with the Offer.”

## FORWARD-LOOKING STATEMENTS

This Offer to Purchase includes certain “forward-looking statements,” which are statements that give our current expectations or forecasts of future events. Words such as “may,” “will,” “expected,” “intend,” “estimate,” “anticipate,” “believe,” “project” or “continue,” and similar expressions are used to identify forward-looking statements. From time to time, we also may provide oral or written forward-looking statements in other materials released to the public. Any or all forward-looking statements in this report and in any public statements we make could be materially different. They can be affected by assumptions used or by known or unknown risks or uncertainties. Consequently, no forward-looking statements can be guaranteed. Actual results may vary materially. You are cautioned not to place undue reliance on any forward-looking statements. You should also understand that it is not possible to predict or identify all such factors and should not consider the following list to be a complete statement of all potential risks and uncertainties. Any change in the following factors may impact the achievement of results:

- reductions or changes in NASA or U.S. Government military spending, timing of payments and budgetary policies, including impacts of sequestration under the Budget Control Act of 2011, and sourcing strategies,
- intense competition for U.S. Government contracts and programs,
- increases in costs, to which the Company may not be able to react due to the nature of its U.S. Government contracts,
- changes in cost and revenue estimates and/or timing of programs,
- the potential termination of U.S. Government contracts and the potential inability to recover termination costs,
- other risks associated with U.S. Government contracts that might expose the Company to adverse consequences,
- government laws and other rules and regulations applicable to the Company, including procurement and import-export control,
- the novation of U.S. Government contracts,
- intense competition in the commercial ammunition, firearms, and accessories markets,
- reduction or change in demand and manufacturing costs for commercial ammunition, firearms or accessories, including the risk that placed orders exceed actual customer requirements,
- changes in the regulation of the manufacture, sale and purchase of firearms and ammunition that could adversely affect the Company,
- the manufacture and sale of products that create exposure to potential product liability, warranty liability or personal injury claims and litigation,
- risks associated with expansion into new and adjacent commercial markets,
- results of acquisitions or other transactions, including our ability to successfully integrate acquired businesses and realize anticipated synergies, cost savings and other benefits, and costs incurred for pursuits and proposed acquisitions that have not yet or may not close, including the announced spin-off of the Company’s Sporting Group business and the Company’s merger with Orbital Sciences Corporation,
- greater risk associated with international business, including foreign currency exchange rates and fluctuations in those rates,
- federal and state regulation of defense products, ammunition, and firearms,
- costs of servicing the Company’s debt, including cash requirements and interest rate fluctuations,

- actual pension and other postretirement plan asset returns and assumptions regarding future returns, discount rates, service costs, mortality rates, and health care cost trend rates,
- security threats, including cybersecurity and other industrial and physical security threats, and other disruptions,
- supply, availability, and costs of raw materials and components, including commodity price fluctuations,
- new regulations related to conflict minerals,
- performance of the Company's subcontractors,
- development of key technologies and retention of a qualified workforce,
- fires or explosions at any of the Company's facilities,
- environmental laws that govern past practices and rules and regulations, noncompliance with which may expose the Company to adverse consequences,
- impacts of financial market disruptions or volatility to the Company's customers and vendors,
- unanticipated changes in the tax provision or exposure to additional tax liabilities, and
- the costs and ultimate outcome of litigation matters and other legal proceedings.

This list of factors is not exhaustive, and new factors may emerge or changes to the foregoing factors may occur that would impact our business. Additional information regarding these factors is contained in our filings with the Securities and Exchange Commission on Forms 10-K, 10-Q and 8-K. All such factors are difficult to predict, contain material uncertainties that may affect actual results, and may be beyond our control.

All written or oral forward-looking statements attributable to us are expressly qualified in their entirety by the foregoing cautionary statement. Our forward-looking statements speak only as of the date made. Except as required under the federal securities laws and the rules and regulations of the SEC (including Rule 13e-4(d)(2) under the Exchange Act, which requires that material changes to the Offer be promptly disseminated to security holders in a manner reasonably designed to inform them of such changes), we do not have any intention or obligation to update or to publicly announce the results of any revisions to any of the forward-looking statements to reflect actual results, future events or developments, changes in assumptions or changes in other factors affecting the forward-looking statements.

## CERTAIN SIGNIFICANT CONSIDERATIONS

*You should carefully consider the factors described below and in the sections titled “Risk Factors” in our Annual Report on Form 10-K for the year ended March 31, 2014. This Offer to Purchase, including the documents incorporated herein by reference, also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by us described below and elsewhere in this Offer to Purchase, including in the documents incorporated by reference into this Offer to Purchase.*

**Upon consummation of the Offer, holders who tender their Notes will lose their rights under the Notes, including their rights to future interest and principal payments with respect to their Notes, their rights to convert the Notes into shares of common stock and their rights as a creditor of the Company.**

If you tender your Notes pursuant to the Offer and the Notes are accepted for purchase, you will give up all of your rights as a holder of Notes, including rights to future payment of principal of and interest on the Notes, and you will cease to be a creditor of the Company. You will also be giving up the right to convert your Notes in accordance with their terms. You will also give up the right to adjustments in the conversion rate for the Notes in the event the Company increases its dividend, engages in certain other transactions or chooses to exercise its right to increase the conversion rate.

**The liquidity of any trading market that currently exists for the Notes may be adversely affected by the Offer and holders who do not tender their Notes may find it more difficult to sell their Notes.**

If a significant percentage of the Notes are purchased in the Offer, the liquidity of the trading market for the Notes, if any, after the completion of the Offer may be substantially reduced. Any Notes purchased will reduce the aggregate principal amount of the Notes outstanding. As a result, the Notes may trade at a discount to the price at which they would trade if the Offer were not consummated, subject to prevailing interest rates, the market for similar securities and other factors. The smaller outstanding aggregate principal amount of the Notes may also make the trading prices of the Notes more volatile. The trading market for the Notes is quite limited at present and may become further limited as a result of the Offer. We cannot assure you that an active market in the Notes will exist or be maintained, or as to the prices at which the Notes may be traded after the Offer is consummated.

**The Company has not made a recommendation as to whether or not you should tender your Notes in the Offer, and the Company has not obtained any third-party determination that the Offer is fair to the holders of the Notes.**

None of the Company's management, its board of directors, the Dealer Manager, the Depositary or the Information Agent is making a recommendation as to whether or not holders of the Notes should tender their Notes pursuant to the Offer. We have not retained nor do we intend to retain any person to act on behalf of the holders of the Notes for purposes of negotiating the terms of this Offer or to pass upon the fairness of the Offer or make any recommendation regarding the Offer.

**During the pendency of the Offer, the market prices of the Notes and our common stock may be volatile.**

During the pendency of the Offer, the market prices of the Notes and our common stock may be more volatile than might otherwise be the case. Holders of Notes may terminate all or a portion of any hedging arrangements they have entered into in respect of their Notes, which may lead to increased purchase or sale activity by or on behalf of such holders during the Offer. Such activity may lead to volatility in the price of our common stock, as well as in the price of the Notes or may lead to unusually high trading volumes during the period of the Offer.

**Because the Purchase Price is determined based on the Average VWAP, you may receive less than the parity value of your Notes tendered.**

Because the Purchase Price is determined based on the Average VWAP, you may receive less than the parity value of your Notes tendered. This may be particularly the case where the price for our common stock increases during the averaging period and the maximum Purchase Price is payable pursuant to the Offer. We note that because the consideration payable upon conversion of Notes is also subject to averaging by reference to trading prices for our common stock, the consideration received by investors upon a conversion of Notes subsequent to the expiration of the Offer may be lower than an investor's expectations where the market for the common stock has risen in response to the Offer or otherwise.

**The failure to timely complete the Offer successfully could negatively affect the market price of our common stock and the trading price of the Notes.**

Several conditions must be satisfied or waived before we may complete the Offer, including the Company having received financing with net proceeds in an aggregate amount of at least \$100 million and there having occurred no development that would, in our reasonable judgment, materially adversely affect our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of our affiliates, in each case prior to 12:00 midnight, New York City time, at the end of the Expiration Date. Conditions dependent upon the receipt of necessary governmental approvals may not be waived by us. In addition, to the extent permitted by law, we reserve the right to extend the Offer in our sole discretion. If the Offer is not timely completed, the market price of our common stock and the trading price of the Notes may decline to the extent that such prices reflect the assumption that the Offer will be completed on the scheduled Expiration Date. In addition, to the extent that we extend the Offer, the risks described elsewhere under this caption "Certain Significant Considerations" may be exacerbated.

**Following the Offer, we may purchase any Notes that remain outstanding, and the terms of such purchases may be more or less favorable than those offered in the Offer. In addition, in connection with the Orbital Transaction Agreement, we have agreed to provide a notice of redemption with respect to the Notes.**

Following completion of the Offer, we may purchase additional Notes that remain outstanding. Future purchases of Notes that remain outstanding after the Offer may be on terms that are more or less favorable than those offered in the Offer. Rule 14e-5 under the Exchange Act prohibits us and our affiliates from purchasing Notes outside of the Offer from the time that the Offer is first announced until the expiration of the Offer, subject to certain exceptions. In addition, Rule 13e-4 under the Exchange Act generally prohibits us and our affiliates from purchasing any Notes other than pursuant to the Offer until ten business days after the Expiration Date. Future purchases, if any, will depend on many factors, which include market conditions and the condition of our business. In addition, in connection with the Orbital Transaction Agreement, we have agreed to provide a notice of redemption with respect to the Notes and, to the extent Notes are converted in connection therewith (or otherwise), to settle our obligations resulting therefrom solely in cash.



## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratios of earnings to fixed charges for the periods indicated.

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
<b>Earnings:</b>					
Income before interest, loss on extinguishment of debt, income taxes, and noncontrolling interest	\$ 510,514	\$ 392,484	\$ 406,966	\$ 438,674	\$ 434,843
Plus fixed charges	<u>92,764</u>	<u>78,579</u>	<u>102,495</u>	<u>100,475</u>	<u>98,751</u>
Earnings	<u>\$ 603,278</u>	<u>\$ 471,063</u>	<u>\$ 509,461</u>	<u>\$ 539,149</u>	<u>\$ 533,594</u>
<b>Fixed Charges:</b>					
Interest expense, including amortization of debt issuance costs	\$ 80,044	\$ 65,924	\$ 89,296	\$ 87,612	\$ 87,313
Estimated interest factor of rental expense	<u>12,720</u>	<u>12,655</u>	<u>13,199</u>	<u>12,863</u>	<u>11,438</u>
Fixed Charges	<u>\$ 92,764</u>	<u>\$ 78,579</u>	<u>\$ 102,495</u>	<u>\$ 100,475</u>	<u>\$ 98,751</u>
<b>Ratio of Earnings to Fixed Charges<sup>(1)</sup>:</b>	<u><b>6.50</b></u>	<u><b>5.99</b></u>	<u><b>4.97</b></u>	<u><b>5.37</b></u>	<u><b>5.40</b></u>

<sup>(1)</sup> For purposes of calculating the ratio of earnings to fixed charges, "earnings" represents income from continuing operations before income taxes, plus fixed charges. "Fixed charges" consist of interest expense, including amortization of debt issuance costs and that portion of rental expense considered to be a reasonable approximation of interest.

## PRICE RANGE OF NOTES AND COMMON STOCK; DIVIDENDS AND DIVIDEND POLICY

There is no established reporting system or trading market for trading in the Notes. We believe that the Notes are currently traded over-the-counter and that there is currently a high correlation between the trading prices for the Notes and the trading prices for the shares of our common stock.

The principal market on which our common stock is traded is the New York Stock Exchange under the symbol "ATK." The high and low sales prices per share of our common stock as reported on the New York Stock Exchange, and the dividends paid per share, are provided in the following table.

	<u>High</u>	<u>Low</u>	<u>Dividends</u>
<b>Fiscal 2014</b>			
Quarter ended March 31, 2014	\$ 145.16	\$ 119.30	\$ 0.32
Quarter ended December 29, 2013	123.34	95.16	0.26
Quarter ended September 29, 2013	103.77	81.92	0.26
Quarter ended June 30, 2013	82.44	69.12	0.26
<b>Fiscal 2013</b>			
Quarter ended March 31, 2013	\$ 72.57	\$ 60.34	\$ 0.26
Quarter ended December 30, 2012	63.63	50.72	0.26
Quarter ended September 30, 2012	53.86	43.08	0.20
Quarter ended July 1, 2012	54.31	45.21	0.20
<b>Fiscal 2012</b>			
Quarter ended March 31, 2012	\$ 62.95	\$ 49.78	\$ 0.20
Quarter ended January 1, 2012	64.76	52.07	0.20
Quarter ended October 2, 2011	72.53	51.26	0.20
Quarter ended July 3, 2011	76.24	66.17	0.20

On May 30, 2014, the closing price of our common stock on the New York Stock Exchange was \$126.29 per share.

We urge you to obtain more current price information for our common stock and the Notes during the Offer period.

The payment of dividends in the future is subject to the discretion of our board of directors, after considering our results of operations, financial condition, cash flows, capital requirements, outlook for our business, general business conditions, the political and legislative environments, and other factors. In addition, we are limited under the terms of our revolving credit facility and our real estate credit facility in our ability to make payments of cash dividends to our stockholders.

We cannot be certain that we will continue to declare dividends in the future and, as such, the amount and timing of any future dividends are not determinable. Our dividend policy is reviewed by our board of directors in light of relevant factors, including our earnings, liquidity position, financial condition, capital requirements, and credit ratings, as well as the extent to which the payment of cash dividends may be restricted by covenants contained in the indentures governing our 5.25% senior notes, 6.875% senior subordinated notes and our senior credit facility.

### Book Value per Share

At March 31, 2014, book value per share for our common stock was \$60.03.

## THE OFFER

### Principal Amount of Notes; Price

We are offering to purchase for cash, upon the terms and subject to the conditions of the Offer, any and all of the outstanding Notes for a Purchase Price for each \$1,000 principal amount of Notes equal to the sum of:

- the Average VWAP (as defined below) multiplied by 13.1023; plus
- an amount equal to the amount of interest that would accrue on such Notes from and including the settlement date to but excluding August 20, 2014 (which is the first day that the Company may redeem the Notes), without any discounting thereof, plus
- a fixed cash amount of \$2.50,

*provided* that in no event will the Purchase Price be less than \$1,382.41 or more than \$1,906.50 per \$1,000 principal amount of such Notes. In addition, holders will receive, in respect of their Notes that are accepted for purchase, accrued and unpaid interest on such Notes to, but excluding, the settlement date of the Offer. All amounts payable pursuant to the Offer will be rounded to the nearest cent.

In addition to the Offer, in connection with a dividend the Company has declared and will pay to holders of its outstanding common stock during the pendency of the Offer, the Company intends to make a payment to each holder of Notes who is a holder of record at the close of business on June 2, 2014 (the record date of such dividend), on the date of payment of such dividend (which is expected to be June 26, 2014), for each \$1,000 principal amount of Notes held by such holder, in an amount equal to the per share amount of such dividend, multiplied by 13.1023, such that the holders of the Notes will effectively participate in the dividend without conversion of their Notes. As a result of such payment, no anti-dilution adjustment to the conversion rate of the Notes will be made as a result of this dividend.

The “Average VWAP” means the simple arithmetic average of the Daily VWAPs (as defined below) over the Averaging Period (as defined below).

The “Averaging Period” means the period of 15 consecutive trading days beginning on June 5, 2014 and ending on June 25, 2014. For the avoidance of doubt, if up to three scheduled trading days during the period beginning on June 5, 2014 are not trading days, we will extend the Expiration Date by a number of scheduled trading days that equals the number of scheduled trading days that were not trading days.

The “Daily VWAP” for any trading day means the per share volume-weighted average price of our common stock on the New York Stock Exchange, as displayed under the heading “Bloomberg VWAP” on Bloomberg page “ATK.N <equity> AQR” (or its equivalent successor if such page is not available), in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session of the New York Stock Exchange on such trading day (or if such volume-weighted average price is unavailable, the market value of one share of our common stock on such trading day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by us). The Daily VWAP will be determined without regard to pre-market hours or after-hours trading or any other trading outside of the regular trading session trading hours.

“Trading day” means a day during which trading in our common stock generally occurs.

For the purposes of determining the Purchase Price, in the event that on a trading day there is a market disruption event, then the Daily VWAP for such trading day shall be the market value of one share of our common stock on such trading day determined, using a volume-weighted average method, by us.

For the purposes of determining the Purchase Price, a “market disruption event” means:

- a failure by the NYSE to open for trading during its regular trading session; or

- the occurrence or existence prior to 1:00 p.m., New York City time, on any scheduled trading day for our common stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock purchase or otherwise) in our common stock or in any options, contracts or future contracts relating to our common stock.

Upon the terms and subject to the conditions of the Offer, all Notes validly tendered in the Offer and not validly withdrawn will be accepted for purchase in the Offer. As of May 30, 2014, there was \$195,951,000 aggregate principal amount of Notes outstanding. The Notes are not listed on any securities exchange. Our common stock is listed on the New York Stock Exchange under the symbol “ATK.” On May 30, 2014, the last reported sale price of our common stock on the New York Stock Exchange was \$126.29 per share.

#### ***Illustrative Calculations of Purchase Price***

For purposes of illustration, the table below indicates the total Purchase Price (and fixed and variable components thereof) that would be calculated on the basis of the pricing formula described above with respect to each \$1,000 principal amount of Notes, assuming a range of illustrative Average VWAPs indicated in the left-hand column. The actual Average VWAP may be higher or lower than the illustrative Average VWAPs below. The actual Purchase Price will be subject to the minimum Purchase Price and maximum Purchase Price described above.

<b>Illustrative Average VWAP</b>	<b>Illustrative Variable Component of Purchase Price<sup>(1)</sup></b>	<b>Interest Component of Purchase Price<sup>(2)</sup></b>	<b>Fixed Component of Purchase Price</b>	<b>Illustrative Purchase Price</b>
\$105.00	\$1,375.74	\$4.17	\$2.50	\$1,382.41
\$107.50	\$1,408.50	\$4.17	\$2.50	\$1,415.17
\$110.00	\$1,441.25	\$4.17	\$2.50	\$1,447.92
\$112.50	\$1,474.01	\$4.17	\$2.50	\$1,480.68
\$115.00	\$1,506.77	\$4.17	\$2.50	\$1,513.44
\$117.50	\$1,539.52	\$4.17	\$2.50	\$1,546.19
\$120.00	\$1,572.28	\$4.17	\$2.50	\$1,578.95
\$122.50	\$1,605.03	\$4.17	\$2.50	\$1,611.70
\$125.00	\$1,637.79	\$4.17	\$2.50	\$1,644.46
\$127.50	\$1,670.54	\$4.17	\$2.50	\$1,677.21
\$130.00	\$1,703.30	\$4.17	\$2.50	\$1,709.97
\$132.50	\$1,736.05	\$4.17	\$2.50	\$1,742.72
\$135.00	\$1,768.81	\$4.17	\$2.50	\$1,775.48
\$137.50	\$1,801.57	\$4.17	\$2.50	\$1,808.24
\$140.00	\$1,834.32	\$4.17	\$2.50	\$1,840.99
\$142.50	\$1,867.08	\$4.17	\$2.50	\$1,873.75
\$145.00	\$1,899.83	\$4.17	\$2.50	\$1,906.50

(1) The illustrative variable component of the Purchase Price has been calculated by multiplying the applicable illustrative Average VWAP by a constant multiplier of 13.1023.

(2) Amount of interest that would accrue on such Notes from and including the settlement date of June 30, 2014 to but excluding August 20, 2014, without discounting.

In addition, holders will receive, in respect of their Notes that are accepted for purchase, accrued and unpaid interest on such Notes to, but excluding, the settlement date of the Offer. All amounts payable pursuant to the Offer will be rounded to the nearest cent.

Throughout the Offer, an indicative Average VWAP and the resulting indicative Purchase Price will be available at <http://www.gbhc-usa.com/ATK> and from the Information Agent at one of its telephone numbers listed on the back cover of this Offer to Purchase. We will determine the final Purchase Price promptly after the close of trading on the New York Stock Exchange on June 25, 2014. We will announce the final Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent.

The following summarizes the Purchase Price information that will be available during the Offer:

- By 4:30 p.m., New York City time, on each trading day after the commencement date of the Offer and before the first day of the Averaging Period, the webpage available at <http://www.gbhc-usa.com/ATK> will show an indicative Average VWAP and the resulting indicative Purchase Price calculated as though that day were June 25, 2014 (i.e., it will show the indicative Average VWAP for that day and the preceding 14 trading days and the resulting indicative Purchase Price).
- During each trading day during the Averaging Period, the webpage available at <http://www.gbhc-usa.com/ATK> will show the indicative Average VWAP and resulting indicative Purchase Price using cumulative actual trading data, updated every three hours starting at 10:30 a.m., New York City time, on each trading day as follows:
  - On the first trading day of the Averaging Period, the webpage available at <http://www.gbhc-usa.com/ATK> will show the indicative Average VWAP and resulting indicative Purchase Price that reflect the actual Intra-Day VWAP (as defined below) during the elapsed portion of that trading day.
  - On each subsequent trading day of the Averaging Period, the webpage available at <http://www.gbhc-usa.com/ATK> will show the indicative Average VWAP and resulting indicative Purchase Price that reflect the simple arithmetic average of the Daily VWAP on the preceding trading days of the Averaging Period and the actual Intra-Day VWAP during the elapsed portion of such subsequent trading day, weighting the Daily VWAP for each preceding trading day in the period the same as such actual Intra-Day VWAP. For example, at any time during the 15th trading day of the Averaging Period, the webpage available at <http://www.gbhc-usa.com/ATK> will show the indicative Average VWAP equal to (a) the sum of the Daily VWAPs for each of the preceding 14 trading days plus the actual Intra-Day VWAP during the elapsed portion of the 15th trading day divided by (b) 15, as well as the resulting indicative Purchase Price, which may be the maximum Purchase Price.
- Each time the webpage available at <http://www.gbhc-usa.com/ATK> is updated, it will also show the closing trading price (or, after the Averaging Period starts, a reasonably current trading price) for our common stock on the New York Stock Exchange.

“Intra-Day VWAP” at any time on any day means the volume weighted average price of our common stock on the New York Stock Exchange for the period beginning at the official open of trading on that day and ending as of that time on that day, as calculated by Bloomberg. The data used to derive the Intra-Day VWAP during the Averaging Period will reflect a 20-minute reporting delay.

We will determine the final Purchase Price promptly after the close of trading on the New York Stock Exchange on June 25, 2014. We will announce the final Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent. In no event will the Purchase Price paid in the Offer for any Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date be more than \$1,906.50 per \$1,000 principal amount of Notes. If the pricing formula described above would result in a Purchase Price that is more than \$1,906.50 per \$1,000 principal amount of Notes, subject to the other terms and conditions described in this Offer to Purchase, we will pay a purchase price equal to \$1,906.50 per \$1,000 principal amount of Notes validly tendered and not validly withdrawn at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date that are accepted for purchase.

At any time during the Offer, you may also contact the Information Agent to obtain an indicative Average VWAP and the resulting indicative Purchase Price (and, once it is determined, the final Purchase Price) at one of its telephone numbers listed on the back cover of this Offer to Purchase.

All Notes validly tendered but not purchased because the Offer is not completed will be returned to you at our expense promptly following the termination or expiration of the Offer.

You may withdraw your Notes from the Offer by following the procedures described under “The Offer— Withdrawal Rights.”

If we:

- adjust the pricing formula or the minimum or maximum Purchase Price;

- otherwise increase or decrease the Purchase Price to be paid for the Notes; or
- decrease the principal amount of Notes we are seeking to purchase,

then the Offer must remain open, or will be extended, until at least ten business days from, and including, the date that notice of any such change is first published, sent or given in the manner described under “The Offer—Extension of the Offer; Termination; Amendment.” The calculation of the final Purchase Price on the basis of the formula described above with respect to the Offer will not be considered an increase or decrease in the price to be paid in the Offer and will not require an extension of the Offer.

For purposes of the Offer, a “business day” means any day other than a Saturday, Sunday or U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

The Offer is not conditioned on any minimum principal amount of Notes being tendered. The Offer, however, is conditioned upon the satisfaction or waiver of the Financing Condition, the Orbital Transaction Condition and the General Conditions. See “The Offer—Conditions of the Offer.”

#### **Procedures for Tendering the Notes**

All of the Notes are held in book-entry form through the facilities of DTC, and all of the Notes are currently represented by one or more global certificates held for the account of DTC.

If you desire to tender Notes, you may tender such Notes to the Depositary through DTC’s ATOP or by submitting a signed Letter of Transmittal, together with a confirmation of book-entry transfer of the Notes and any other required documents, in either case by following the procedures set forth below.

Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

**We are not providing for procedures for tenders of Notes to be made by guaranteed delivery. Accordingly, you must allow sufficient time for the necessary tender procedures to be completed during the normal business hours of DTC on or prior to the Expiration Date. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the offer a number of days before the Expiration Date in order for such entity to tender Notes on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date. Tenders not completed at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date will be disregarded and of no effect.**

#### ***How to Tender If You Are a Beneficial Owner but Not a DTC Participant***

If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you will need to timely instruct your broker, dealer, commercial bank, trust company or other nominee to tender your Notes at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date in the manner described below and upon the terms and conditions set forth in this Offer to Purchase. Please refer to any materials forwarded to you by your broker, dealer, commercial bank, trust company or other nominee to determine how you can timely instruct your nominee to take these actions.

In order to participate in the Offer, you must instruct your broker, dealer, commercial bank, trust company or other nominee to participate on your behalf. Your broker, dealer, commercial bank, trust company or other nominee should arrange for the DTC participant holding the Notes through its DTC account to tender those Notes in the Offer to the Depositary at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date.

If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the Offer a number of days before the Expiration Date in order for such entity to tender Notes on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date.

You are urged to instruct your broker, dealer, commercial bank, trust company or other nominee promptly to make arrangements for processing your instruction.

If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee other than the Dealer Manager, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee.

#### ***How to Tender if You Are a DTC Participant***

To participate in the Offer, a DTC participant must:

- comply with the ATOP procedures of DTC described below; or
- (i) complete and sign and date the Letter of Transmittal, or a facsimile of the Letter of Transmittal, (ii) have the signature on the Letter of Transmittal guaranteed if the Letter of Transmittal so requires, (iii) mail or deliver the Letter of Transmittal or facsimile thereof, together with any other documents required by the Letter of Transmittal, to the Depository at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, and (iv) ensure that the Depository receives, at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, a timely confirmation of book-entry transfer of such Notes into the Depository's account at DTC according to the procedure for book-entry transfer described below.

No documents should be sent to us, the Dealer Manager or the Information Agent. An Agent's Message (as defined below) or the Letter of Transmittal should be delivered only to the Depository. The Depository will not accept any tender materials other than the Letter of Transmittal or an Agent's Message.

By tendering Notes pursuant to the Offer, you will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Depository, until receipt by the Depository of the items listed above together with all accompanying evidences of authority and any other required documents in form satisfactory to us. In all cases, you should allow sufficient time to assure delivery to the Depository at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date.

#### ***Tendering through DTC's ATOP***

The Depository will establish an account at DTC with respect to the Notes for purposes of the Offer, and any financial institution that is a DTC participant may make book-entry delivery of eligible Notes by causing DTC to transfer such Notes into the Depository's account in accordance with DTC's procedures for such transfer.

The Depository and DTC have confirmed that Notes held in book-entry form through DTC that are to be tendered in the Offer are eligible for ATOP. To tender Notes effectively, DTC participants may until 5:00 p.m., New York City time, on the Expiration Date, in lieu of physically completing and signing the Letter of Transmittal and delivering it to the Depository, electronically transmit their acceptance through ATOP, and DTC will then verify the acceptance, execute a book-entry delivery to the Depository's account at DTC and send an Agent's Message to the Depository for its acceptance. The confirmation of a book-entry transfer into the Depository's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." Delivery of documents to DTC does not constitute delivery to the Depository.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Depository and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the DTC participant described in such Agent's Message, stating that such participant has received and agrees to be bound by the terms and conditions of the Offer as set forth in this Offer to Purchase and the Letter of Transmittal, and that we may enforce such agreement against such participant.

To tender Notes effectively after 5:00 p.m., New York City time, on the Expiration Date, but prior to 12:00 midnight, New York City time, at the end of the Expiration Date, DTC participants may complete and sign a Voluntary Offering Instructions form and deliver it via facsimile to the Depository at the facsimile number shown on the back cover of this Offer to Purchase. The Voluntary Offering Instructions form is available at <http://www.gbnc-usa.com/ATK> and is filed as an exhibit to the Schedule TO. Copies of the form may also be obtained from the Information Agent who may be contacted at any of its telephone numbers listed on the back cover of this Offer to Purchase. Immediately after delivering the Voluntary Offering Instructions form, a DTC participant should telephone the Depository at its telephone number listed on the back cover of this Offer to Purchase to confirm receipt and determine if any further action is required.

If you desire to tender your Notes on the Expiration Date through ATOP, you must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date.

**If your Notes are held of record through a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your Notes after 5:00 p.m., New York City time, on the Expiration Date, you must make arrangements with your nominee for such nominee to fax a Voluntary Offering Instructions form to the Depositary at its number on the back cover of this Offer to Purchase on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, in accordance with the procedures described above.**

#### ***Signature Guarantees***

All signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a "Medallion Signature Guarantor") unless the Notes tendered or withdrawn, as the case may be, pursuant thereto are tendered (1) by the DTC participant whose name appears on a security position listing as the owner of the Notes who has not completed the box entitled Special Payment Instructions or Special Delivery Instructions on the Letter of Transmittal or (2) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank, trust company or other nominee having an office or correspondent in the United States. If Notes are registered in the name of a person other than the signatory of a Letter of Transmittal or a notice of withdrawal, as the case may be, or if delivery of the Purchase Price is to be made or tendered, or Notes that are not accepted are to be returned, to a person other than the holder, then the signature on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above.

#### ***General Provisions***

The method of delivery of Notes and all other documents or instructions including, without limitation, an Agent's Message and the Letter of Transmittal, is at your risk.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Notes will be determined by us. In the event of a dispute, a court of competent jurisdiction has the power to review and make binding determinations with respect to our determinations of these matters. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes. A waiver of any defect of irregularity with respect to the tender of any Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Notes except to the extent we may otherwise so provide. Tenders of Notes shall not be deemed to have been made until any defects or irregularities have been waived by us or cured. None of us, the Dealer Manager, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any tender of Notes, or will incur any liability to you for failure to give any such notification.

All tendering holders, by execution of the Letter of Transmittal or a Voluntary Offering Instructions form or a facsimile thereof, or transmission of an Agent's Message through ATOP, waive any right to receive notice of the acceptance of their Notes for purchase.

Notes being tendered must be delivered to the Depositary in accordance with the procedures described in this Offer to Purchase, at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date.

#### ***No Appraisal Rights***

No appraisal rights are available to holders of Notes under applicable law in connection with the Offer.



### ***Your Representation and Warranty; our Acceptance Constitutes an Agreement***

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Offer, you are representing, warranting and agreeing that, among other things:

- you have received a copy of this Offer to Purchase and the Letter of Transmittal and agree to be bound by all the terms and conditions of the Offer;
- you have full power and authority to tender your Notes;
- you have assigned and transferred the Notes to the Depositary and irrevocably constitute and appoint the Depositary as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Offer and to receive payment therefor, that power of attorney being irrevocable and coupled with an interest, subject only to the right of withdrawal described in this Offer to Purchase; and
- your Notes are being tendered, and will, when accepted by the Depositary, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than the claims of a holder under the express terms of the Offer.

Your custodian or nominee, by delivering, or causing to be delivered, the Notes and a completed Agent's Message or Letter of Transmittal to the Depositary is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

By tendering Notes pursuant to the Offer, you will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Depositary or by us to be necessary or desirable to complete the tender, sale, assignment and transfer of the Notes tendered thereby.

Our acceptance for purchase of Notes tendered under the Offer will constitute a binding agreement between you and us upon the terms and conditions of the Offer described in this and the related documents. Such agreement will be governed by, and construed in accordance with, the laws of the State of New York.

### ***Return of the Notes if the Offer is not Completed***

If any validly tendered Notes are not purchased because the Offer is not completed, such unpurchased Notes will be returned without cost to the tendering holder promptly after the earlier of the termination or expiration of the Offer by book-entry delivery through DTC to the accounts of the applicable DTC participants.

### ***Backup Withholding and Information Reporting***

For a discussion of material U.S. federal income tax consequences to tendering holders, including possible information reporting and backup withholding, see "Purposes, Effects and Plans—Material U.S. Federal Income Tax Consequences."

### ***Withdrawal Rights***

Notes tendered in the Offer may be withdrawn at any time at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date and may also be withdrawn at any time after 12:00 midnight, New York City time, on the 40th business day after the commencement of the Offer if we have not accepted such Notes for purchase by then. Except as otherwise provided in this section, tenders of Notes are irrevocable.

For a withdrawal of a tender of Notes to be effective, a written or facsimile transmission notice of withdrawal must be received by the Depositary at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date, by mail, fax or hand delivery at its address or facsimile number listed on the back cover of this Offer to Purchase or by a properly transmitted "Request Message" through ATOP. Any such notice of withdrawal must:

- specify the name of the person who tendered the Notes to be withdrawn and the name of the DTC participant whose name appears on the security position listing as the owner of such Notes, if different from that of the person who deposited the Notes;

- contain the aggregate principal amount of Notes to be withdrawn and the number of the account at DTC to be credited with the withdrawn Notes;
- unless transmitted through ATOP, be signed by the holder thereof in the same manner as the original signature on the Letter of Transmittal, including any required signature guarantee(s); and
- if the Letter of Transmittal was executed by a person other than the DTC participant whose name appears on a security position listing as the owner of the Notes, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such holder.

Withdrawal of Notes can only be accomplished in accordance with the foregoing procedures.

If you tendered your Notes through a broker, dealer, commercial bank, trust company or other nominee and wish to withdraw your Notes, you will need to make arrangements for withdrawal with your nominee. Your ability to withdraw the tender of your Notes will depend upon the terms of the arrangements you have made with your nominee and, if your nominee is not the DTC participant tendering those Notes, the arrangements between your nominee and such DTC participant, including any arrangements involving intermediaries between your nominee and such DTC participant.

**If you tendered Notes through a broker, dealer, commercial bank, trust company or other nominee and you wish to withdraw your Notes after 5:00 p.m., New York City time, on the Expiration Date, you must make arrangements with your nominee for such nominee to fax a notice of withdrawal to the Depository at its number on the back cover of this Offer to Purchase on your behalf at or prior to 12:00 midnight, New York City time, at the end of the Expiration Date.**

Through DTC, the Depository will return to tendering holders all Notes in respect of which it has received valid withdrawal instructions promptly after it receives such instructions.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender will be determined by us. In the event of a dispute, a court of competent jurisdiction has the power to review and make binding determinations with respect to our determinations of these matters. We reserve the absolute right to reject any or all attempted withdrawals of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of a withdrawal as to particular Notes. A waiver of any defect or irregularity with respect to the withdrawal of any Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the withdrawal of any other Note except to the extent we may otherwise so provide. Withdrawals of Notes shall not be deemed to have been made until any defects or irregularities have been waived by us or cured. None of us, the Dealer Manager, the Depository, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

Withdrawals may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer unless the withdrawn Notes are validly re-tendered before the expiration of the Offer by following the procedures described under “The Offer—Procedures for Tendering the Notes.” If we extend the Offer, are delayed in our acceptance for purchase of Notes, or are unable to purchase Notes under the Offer for any reason, then, without prejudice to our rights under the Offer, the Depository may, subject to applicable law, retain tendered Notes on our behalf, and such Notes may not be withdrawn except to the extent tendering holders are entitled to withdrawal rights as described in this section.

#### **Purchase of the Notes; Payment of Purchase Price**

Upon the terms and conditions of the Offer, promptly following the Expiration Date, we will purchase and pay for, and thereby purchase, all Notes validly tendered and not validly withdrawn. We expect such purchase and payment to occur on the business day immediately following the Expiration Date.

For purposes of the Offer, we will be deemed to have accepted for purchase and therefore purchased Notes that are validly tendered and not validly withdrawn only when, as and if we give notice to the Depository of our acceptance of such Notes for purchase.

Upon the terms and conditions of the Offer, promptly after the Expiration Date, we will accept for purchase and pay the Purchase Price, and accrued and unpaid interest payable pursuant to the terms of the Offer, for any and all of the Notes that are validly tendered and not validly withdrawn.

We will pay the aggregate Purchase Price, and accrued and unpaid interest payable pursuant to the terms of the Offer, for each of the Notes purchased pursuant to the Offer to an account designated by the Depositary, which will act as custodian or nominee for tendering holders for the purpose of receiving payment from us and transmitting payment to the tendering holders.

We will not pay interest on the Purchase Price, or the accrued and unpaid interest payable pursuant to the terms of the Offer, with respect to any of the Notes regardless of any delay in making payment on the part of the Depositary or DTC. In addition, if certain events occur, we may not be obligated to purchase Notes in the Offer. See the conditions of the Offer under “The Offer—Conditions of the Offer.”

We will pay all transfer taxes, if any, payable on the transfer to us of Notes purchased under the Offer provided, that if (i) payment of the Purchase Price is to be made to any person other than the registered holder or (ii) Notes not tendered for purchase are to be registered in the name of any person other than the registered holder, then the amount of all transfer taxes, if any (whether imposed on the registered holder, the other person or otherwise), payable on account of the transfer to the other person, will be deducted from the Purchase Price unless satisfactory evidence of the payment of the transfer taxes, or exemption therefrom, is submitted.

#### **Conditions of the Offer**

Notwithstanding any other provision of the Offer, we will not be required to purchase and pay for any Notes tendered, and may terminate or amend the Offer or may postpone the acceptance for purchase of, or the purchase of and the payment for, Notes (subject to Rules 13e-4(f)(5) and 14e-1(c) under the Exchange Act, which require that an offeror pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of a tender offer), if (i) the Financing Condition has not been satisfied or waived, (ii) the Orbital Transaction Condition has not been satisfied or waived or (iii) any of the General Conditions have not been satisfied or waived.

The “Financing Condition” shall mean the Company having received financing proceeds of new debt in an aggregate principal amount of at least \$100 million. See “The Offer—Source and Amount of Funds”.

The “Orbital Transaction Condition” shall mean (x) the Orbital Transaction Agreement (as defined below) shall not have been terminated in accordance with its terms, (y) there shall not have occurred an Orbital Adverse Recommendation Change or an ATK Adverse Recommendation Change (in each case as defined in the Orbital Transaction Agreement) and (z) none of the conditions to closing set forth in Article IX of the Orbital Transaction Agreement shall have become (in our reasonable judgment) incapable of being satisfied.

The “General Conditions” shall be deemed to be satisfied, unless any of the following conditions, as applicable to the Offer, shall occur and not be waived on or after the date of this Offer to Purchase:

- in our reasonable judgment, as determined prior to the expiration of the Offer, the purchase of Notes will result in any adverse tax consequences to us; or
- in our reasonable judgment, any of the following shall have occurred and be continuing:
  - there shall have occurred:
    - any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets;
    - a material impairment in the trading market for debt or convertible debt securities;
    - any suspension or limitation of trading of any of our securities on any exchange or in the over-the-counter market;

- a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory);
- any limitation (whether or not mandatory) by any governmental authority on, or other event that, in our reasonable judgment, would have a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States;
- any attack on, outbreak or escalation of hostilities or acts of terrorism involving, the United States that would reasonably be expected to have a materially adverse effect on our or our affiliates' business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects; or
- any significant adverse change in the United States securities or financial markets generally that, in our reasonable judgment, would have a material adverse effect on our or our affiliates' business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of our affiliates or in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;
- there exists an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Offer or the Orbital Transaction or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of our affiliates;
- there shall have been instituted, threatened or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer or the Orbital Transaction, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of our affiliates, or that would or might, in our reasonable judgment, directly or indirectly prohibit, prevent, restrict or delay consummation of the Offer or the Orbital Transaction or otherwise adversely affect the Offer or the Orbital Transaction in any material manner;
- there shall have occurred any tender offer with respect to some or all of our outstanding common stock, or any merger, acquisition or other business combination proposal involving us or our affiliates made by any person or entity;
- there exists any other actual or threatened legal impediment to the Offer or the Orbital Transaction or any other circumstances that would, in our reasonable judgment, materially adversely affect the transactions contemplated by the Offer or the Orbital Transaction, or the contemplated benefits of the Offer or the Orbital Transaction to us or our affiliates;
- there shall have occurred any development that would, in our reasonable judgment, materially adversely affect our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of our affiliates;
- an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offer or the Orbital Transaction; or
- the trustee for the Notes objects in any respect to, or takes any action that would be reasonably likely to materially and adversely affect, the consummation of the Offer, or takes any action that challenges the validity or effectiveness of the procedures used by us in the making of the Offer or in the acceptance of Notes.

We expressly reserve the right to amend or terminate the Offer and to reject for purchase any Notes not previously accepted for purchase, upon the occurrence of any of the General Conditions. In addition, we expressly reserve the right to waive any of the conditions of the Offer, in whole or in part, on or prior to the Expiration Date. We will give prompt notice of any amendment, non-acceptance, termination or waiver to the Depositary, followed by a timely public announcement.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

All conditions to the Offer must be satisfied or waived prior to the expiration of the Offer; provided that any condition dependent upon the receipt of necessary governmental approvals may not be waived by the Company. The Offer is not conditioned upon the tender of any minimum principal amount of Notes.

#### **Source and Amount of Funds**

We would need approximately \$373.6 million to purchase all of the Notes outstanding as of May 30, 2014, assuming a maximum Purchase Price of \$1,906.50 per \$1,000 principal amount of Notes. We intend to finance the Offer with a combination of the net proceeds of new incremental term loan borrowings under our senior credit facility, cash on hand and, if necessary, borrowings under our revolving credit facility. The Offer is subject to the satisfaction or waiver of the Financing Condition. See “The Offer—Source and Amount of Funds” and “The Offer—Conditions of the Offer.”

The Company has a senior credit facility comprised of a Term Loan A of \$1.01 billion and a \$700 million revolving credit facility, both of which mature in 2018, and a Term Loan B of \$250 million, which matures in 2020. The senior credit facility is governed by that certain Third Amended and Restated Credit Agreement, dated as of November 1, 2013, among the Company, as the Borrower; Bank of America, N.A., as Administrative Agent; the Lenders party thereto; The Bank of Tokyo-Mitsubishi UFJ, LTD., RBC Capital Markets, Suntrust Robinson Humphrey, Inc., U.S. Bank National Association, and Wells Fargo Bank National Association, as Co-Syndication Agents; Merrill Lynch, Pierce, Fenner & Smith Incorporated, The Bank of Tokyo-Mitsubishi UFJ, LTD., RBC Capital Markets, Suntrust Robinson Humphrey, Inc., U.S. Bank National Association, and Wells Fargo Securities, LLC, as Joint Lead Arrangers and Joint Bookrunning Managers; and Citibank, N.A., Fifth Third Bank, JPMorgan Chase Bank, N.A., Morgan Stanley Bank, N.A., PNC Bank National Association, Regions Bank, and Sumitomo Mitsui Banking Corporation, as Co-Documentation Agents.

Substantially all domestic tangible and intangible assets of the Company and its subsidiaries are pledged as collateral under the senior credit facility. Borrowings under the senior credit facility bear interest at a rate equal to either the sum of a base rate plus a margin or the sum of a Eurodollar rate plus a margin. Each margin is based on the Company's senior secured credit ratings. Based on the Company's current credit rating, the current base rate margin is 1.00% and the current Eurodollar margin is 2.00%. The weighted average interest rate for the Term Loan A, after taking into account the interest rate swaps discussed below, was 2.57% at March 31, 2014. The Company pays an annual commitment fee on the unused portion of the revolving credit facility based on its senior secured credit ratings. Based on the Company's current rating, this current fee is 0.30%. As of March 31, 2014, the Company had no borrowings against its \$700 million revolving credit facility and had outstanding letters of credit of approximately \$141.8 million, which reduced amounts available on the revolving credit facility to approximately \$558.2 million.

#### **Extension of the Offer; Termination; Amendment**

We reserve the right, in our sole discretion, at any time and from time to time, to extend the period of time during which the Offer is open, and to delay acceptance for purchase of, and payment for any Notes by giving notice of such extension to the Depository and making a public announcement of such extension. We also reserve the right, in our sole discretion, to terminate the Offer and not purchase or pay for any Notes not previously accepted for purchase or paid for, or, subject to applicable law, to postpone payment for Notes, if any conditions of the Offer fail to be satisfied, by giving notice of such termination or postponement to the Depository and making a timely public announcement of such termination or postponement. Our reservation of the right to delay acceptance for purchase or to delay payment for Notes that we have accepted for purchase is limited by Rules 13e-4(f)(5) and 14e-1(c) under the Exchange Act, which require payment of the consideration offered or return of the Notes promptly after termination or withdrawal of the Offer.

Subject to compliance with applicable law, we further reserve the right, in our sole discretion, and regardless of whether or not any of the events or conditions described under “The Offer—Conditions of the Offer” have occurred or are deemed by us to have occurred, to amend the Offer in any respect, including, without limitation, by decreasing or increasing the consideration offered in the Offer to holders of Notes or by decreasing the principal amount of Notes being sought in the Offer. Amendments to the Offer may be made at any time and from time to time by public announcement, such announcement, in the case of an extension, to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled Expiration Date.

Without limiting the manner in which we may choose to make a public announcement, except as required by applicable law, we have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release through PR Newswire, Business Wire or other comparable news service.

If we materially change the terms of the Offer or the information concerning the Offer, or waive a material condition of the Offer, we will promptly disseminate disclosure regarding the changes to the Offer and extend the Offer to the extent required by Rules 13e-4(d)(2), 13e-4(e)(3), 13e-4(f)(1) and 14e-1(b) under the Exchange Act. These rules and certain related releases and interpretations of the SEC provide that the minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or information concerning the tender offer (other than a change in price or a change in percentage of Notes sought) will depend on the facts and circumstances, including the relative materiality of such terms or information. If a material change occurs with respect to the Financing Condition or the Financing Condition is waived, the Offer must remain open until at least five business days from, and including, the date that notice of any such change or waiver is first published, sent or given in the manner described above. In addition, if we:

- adjust the pricing formula or the minimum or maximum Purchase Price;
- otherwise increase or decrease the Purchase Price to be paid for the Notes; or
- decrease the principal amount of Notes we are seeking to purchase,

then the Offer must remain open, or will be extended, until at least ten business days from, and including, the date that notice of any such change is first published, sent or given in the manner described above. The calculation of the final Purchase Price on the basis of the formula described above with respect to the Offer will not be considered an increase or decrease in the price to be paid in the Offer and will not require an extension of the Offer.

For purposes of the Offer, a “business day” means any day other than a Saturday, Sunday or U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

Other than an extension of the Offer, we are not aware of any circumstance that would cause us to delay acceptance of any validly tendered Notes.

#### **Announcement of the Purchase Price**

We will announce whether the Purchase Price will be the maximum Purchase Price no later than 4:30 p.m., New York City time, on June 25, 2014, and the final Purchase Price will also be available by that time at <http://www.gbhc-usa.com/ATK> and from the Information Agent.

#### **Security Ownership**

Neither we, nor to the best of our knowledge, any of our executive officers, directors, affiliates or subsidiaries nor, to the best of our knowledge, any of our subsidiaries’ directors or executive officers, nor any associates or subsidiaries of any of the foregoing, (a) owns any Notes or (b) has effected any transactions involving the Notes during the 60 days prior to the date of this Offer to Purchase. To the best of our knowledge, we will not acquire any Notes from any of our directors, officers or affiliates pursuant to the Offer.

#### **Brokerage Commissions**

A registered holder of Notes that tenders its Notes directly to the Depositary will not need to pay any brokerage fee or commission to us or the Depositary in connection with the tender of such Notes. If a tendering holder effectuates such tender through its broker, dealer, commercial bank, trust company or other nominee, however, that holder may be required to pay such entity fees or commissions. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee.

## **Fees and Expenses**

We will bear the expenses of soliciting tenders of Notes. The principal solicitation is being made electronically. Additional solicitation may, however, be made by mail, e-mail, facsimile transmission and telephone or in person by our officers and other employees and those of our affiliates and others acting on our behalf. The Company will, upon request, reimburse brokers and dealers for customary mailing and handling expenses incurred by them in forwarding this Offer to Purchase to the beneficial owners of Notes held by them as a nominee or in a fiduciary capacity.

## **No Recommendation**

None of the Company's management, its board of directors, the Dealer Manager, the Depositary or the Information Agent makes any recommendation to any holder of Notes as to whether or not to tender any Notes. None of the Company's management, its board of directors, the Dealer Manager, the Depositary or the Information Agent has authorized any person to give any information or to make any representation in connection with the Offer other than the information and representations contained in this Offer to Purchase or in the Letter of Transmittal. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, representation or information as having been authorized by the Company's management, its board of directors, the Dealer Manager, the Depositary or the Information Agent.

Before making your decision, we urge you to read this Offer to Purchase, including the documents incorporated by reference herein, and the Letter of Transmittal in their entirety. We also urge you to consult your financial and tax advisors in making your own decisions on what action, if any, to take in light of your own particular circumstances.

## **Persons Employed in Connection with the Offer**

### ***Dealer Manager***

The Company has retained Merrill Lynch, Pierce, Fenner & Smith Incorporated to act as Dealer Manager in connection with the Offer. The Dealer Manager may contact holders of Notes regarding the Offer and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes.

The Company has agreed to pay the Dealer Manager a fee for their services as dealer manager in connection with the Offer. In addition, the Company will reimburse the Dealer Manager for their reasonable out-of-pocket expenses, including the reasonable expenses and disbursements of their legal counsel. The Company has also agreed to indemnify the Dealer Manager and their affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws. At any given time, the Dealer Manager may trade the Notes or other securities of the Company for their own accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. The Dealer Manager may from time to time hold Notes and shares of our common stock in its proprietary accounts, and, to the extent it owns Notes in these accounts at the time of the Offer, the Dealer Manager may tender these Notes in the Offer. In the ordinary course of business, the Dealer Manager and its affiliates have provided and may in the future continue to provide investment banking, commercial banking and other financial services to the Company and its subsidiaries for which they have received and will receive customary compensation (including possible participation in incremental term loan borrowings under our senior credit facility to finance this Offer in part). An affiliate of the Dealer Manager serves as the Administrative Agent under our senior credit facility and is acting as our financial advisor in connection with the Orbital Transaction.

### ***Depositary***

Global Bondholder Services Corporation has been appointed as the Depositary for the Offer. We have agreed to pay the Depositary reasonable and customary fees for its services and will reimburse the Depositary for its reasonable out-of-pocket expenses. All documents, if any, required to be delivered to the Depositary should be sent or delivered to the Depositary at the address listed on the back cover of this Offer to Purchase. Delivery of the Letter of Transmittal to an address or transmission of instructions via facsimile other than as set forth on the back cover of this Offer to Purchase does not constitute a valid delivery of the Letter of Transmittal or such instructions. See "The Offer—Procedures for Tendering the Notes."

### **Information Agent**

Global Bondholder Services Corporation has been appointed as the Information Agent for the Offer. We have agreed to pay the Information Agent reasonable and customary fees for its services and will reimburse the Information Agent for its reasonable out-of-pocket expenses. Any questions and requests for assistance or requests for additional copies of this Offer to Purchase or the Letter of Transmittal should be directed to the Information Agent at the address listed on the back cover of this Offer to Purchase.

### **Solicitation**

The Information Agent will transmit solicitation materials on our behalf. In connection with the Offer, our officers, directors and regular employees may solicit tenders from holders of the Notes and will answer inquiries concerning the terms of the Offer, in each case by use of the mails, personally or by telephone, electronic communication or other similar methods, but they will not receive additional compensation for soliciting tenders or answering any such inquiries.

### **Transactions Related to the Offer**

On April 28, 2014, we entered into a Transaction Agreement (the “Orbital Transaction Agreement”) with Vista SpinCo Inc., a Delaware corporation and our wholly owned subsidiary (“Sporting”), Vista Merger Sub Inc., a Delaware corporation and our wholly owned subsidiary, and Orbital Sciences Corporation, a Delaware corporation (“Orbital”), providing for the spin-off of our Sporting Group business to our stockholders (the “Distribution”), which will be immediately followed by the merger of Vista Merger Sub Inc. with and into Orbital (the “Merger” and together with the Distribution, the “Orbital Transaction”), with Orbital surviving the Merger as a wholly owned subsidiary of the Company. The Transaction is subject to customary closing conditions, including approval by both our and Orbital’s stockholders.

To the extent any Notes remain outstanding following completion of the Offer, the company intends, in connection with the Orbital Transaction, at the time the Notes become redeemable at the Company’s option, to issue a notice of redemption with respect to the Notes in accordance with the redemption provisions of the Indenture (as defined below) governing the Notes. In accordance with the Orbital Transaction Agreement, the Company is required to satisfy 100% of the principal and any amounts above the principal solely in cash.

### **Miscellaneous**

This Offer to Purchase and the Letter of Transmittal will be transmitted to record holders of the Notes and will be furnished to brokers, dealers, commercial banks and trust companies whose names, or the names of whose nominees, appear on our list of holders of the Notes or, if applicable, who are listed as participants in a clearing agency’s security position listing for subsequent transmittal to beneficial owners of the Notes.

We are not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If we become aware of any jurisdiction where the making of the Offer or the acceptance of Notes pursuant thereto is not in compliance with applicable law, we will make a good faith effort to comply with the applicable law. If, after such good faith effort, we cannot comply with the applicable law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) holders of the Notes in such jurisdiction, provided that we will comply with the requirements of Rule 13e-4(f)(8) promulgated under the Exchange Act.

Pursuant to Rule 13e-4 under the Exchange Act, we have filed the Schedule TO, which contains additional information with respect to the Offer. The Schedule TO, including the exhibits and any amendments and supplements to that document, may be examined, and copies may be obtained, at the same places and in the same manner as is set forth under “Where You Can Find More Information.”

None of the Company’s management, its board of directors, the Dealer Manager, the Depositary or the Information Agent has authorized any person to give any information or to make any representation in connection with the Offer other than the information and representations contained in this Offer to Purchase or in the Letter of Transmittal. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, representation or information as having been authorized by us, the Dealer Manager, the Depositary or the Information Agent.



## PURPOSES, EFFECTS AND PLANS

### Purposes of the Offer

In connection with the Orbital Transaction Agreement (as defined below), we have agreed to provide a notice of redemption with respect to the Notes and, to the extent Notes are converted in connection therewith (or otherwise), to settle our obligations resulting therefrom solely in cash. We are not, however, able to redeem the Notes until August 20, 2014. The Offer will, to the extent that Notes are validly tendered and accepted in the Offer, enable us to settle our obligations with respect to the Notes prior to August 20, 2014. In addition, to the extent that any Notes are validly tendered and accepted in the Offer, we will reduce the risk that the cost to us of settling our conversion obligations under the Notes, which varies based on the trading price of our common stock, will increase in the event that the trading price of our common stock increases.

### Future Purchases

Following completion of the Offer, we may repurchase additional Notes that remain outstanding in the open market, in privately negotiated transactions or otherwise. Future purchases of Notes that remain outstanding after the Offer may be on terms that are more or less favorable than the Offer. Rule 14e-5 under the Exchange Act prohibits us and our affiliates from purchasing Notes outside of the Offer from the time that the Offer is first announced until the expiration of the Offer, subject to certain exceptions. In addition, Rule 13e-4 under the Exchange Act generally prohibits us and our affiliates from purchasing any Notes other than pursuant to the Offer until ten business days after the Expiration Date of the Offer, although there are some exceptions. Future purchases, if any, will depend on many factors, which include market conditions and the condition of our business.

### Material Differences in the Rights of Holders of the Notes as a Result of the Offer

#### *Effects on the Holders of Notes Tendered and Accepted in the Offer*

If your Notes are tendered and accepted in the Offer, you will receive the Purchase Price per \$1,000 principal amount of Notes tendered and accepted, but will give up rights and obligations associated with ownership of such Notes. Below is a summary of certain rights that you will forgo and obligations of which you will be relieved if you tender your Notes and the tender is accepted. The summary below does not purport to describe all of the terms of the Notes and is qualified in its entirety by reference to the Indenture, dated August 13, 2004 (the “Base Indenture”), by and among the Company, each of the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as successor to BNY Midwest Trust Company, as trustee (the “Trustee”), as supplemented by the first supplemental indenture dated October 26, 2004, between the Company, each of the guarantors party thereto and the Trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”). See “Where You Can Find More Information.”

**Cash Interest Payments.** If you continue to hold any Notes after settlement of the Offer, you will be entitled under the terms of the Notes to receive regular semi-annual interest payments at the rate of 3.00% per annum. Note, however, that the Purchase Price includes payment of interest that would accrue from and including the settlement date to but excluding August 20, 2014, which is the first date that the Company may redeem the Notes. In addition, beginning August 20, 2014, the Company will be required to pay contingent interest of 0.30% of the average trading price of the Notes if the average trading price of the Notes is 120% or more of the principal amount of the Notes during the five trading days ending on the third day immediately preceding the first day of the applicable interest period.

**Conversion Rights of Holders.** If you continue to hold any Notes after settlement of the Offer, subject to the conditions and during the periods and under the circumstances described below, at any time prior to 5:00 pm New York City time, on the business day immediately preceding August 15, 2024, the Notes will be convertible into cash and, if applicable, our common stock based on a conversion rate of 13.1023 shares of our common stock per \$1,000 principal amount of Notes (which is equal to a conversion price of approximately \$76.32 per share of our common stock) subject to adjustment, under the following circumstances:

- if, during any fiscal quarter, the last reported sale price of the Company’s common stock is greater than or equal to 130% of the conversion price, currently \$99.22, for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter;
- if the Company calls the Notes for redemption; and

- upon the occurrence of certain corporate transactions set forth in the Indenture.

**Redemption Rights.** The Company may redeem some or all of the Notes in cash at any time on or after August 20, 2014. If you continue to hold any Notes after settlement of the Offer, you may require the Company to repurchase at par in cash some or all of the Notes on August 15, 2014 and August 15, 2019.

#### **Effects on the Holders of Notes not Tendered in the Offer**

The rights and obligations under the Notes, if any, that remain outstanding after settlement of the Offer will not change as a result of the Offer.

Following settlement of the Offer, any trading market for the remaining outstanding Notes may be less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of any trading in the Notes. Although you may be able to sell Notes that you do not tender after settlement of the Offer, we cannot predict, or assure you of, the price at which you will be able to sell such Notes, which may be higher or lower than the Purchase Price paid by us in the Offer. Settlement of the Offer will further reduce the liquidity of the Notes, and we and the Dealer Manager cannot assure you that holders of the Notes after the completion of the Offer will be able to find willing buyers for their Notes after the Offer. See below under “Effects of the Offer on the Market for Notes.”

The closing price of our common stock on the New York Stock Exchange on May 30, 2014 was \$126.29 per share and the Notes are currently convertible into 13.1023 shares of common stock per \$1,000 principal amount of Notes. The product of such closing price and conversion rate equals \$1,654.69 per \$1,000 principal amount of Notes. Subject to the terms and conditions, and during the periods and under the circumstances, described above, the Notes may be converted into our common stock.

#### **Effects of the Offer on the Market for Notes**

Our purchase of Notes in the Offer will reduce the principal amount of Notes that might otherwise be traded publicly and may reduce the number of holders of our Notes. There is no established reporting system or trading market for trading in the Notes. We believe, however, that the Notes are currently traded over-the-counter. Following settlement of the Offer, any trading market for the remaining outstanding Notes may be less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of any trading in the Notes. You may be able to sell Notes that you do not tender. Neither we nor the Dealer Manager can, however, predict, or assure you of, the price at which you will be able to sell such Notes, which may be higher or lower than the Purchase Price paid by us in the Offer. Settlement of the Offer will further reduce the liquidity of the Notes, and neither we nor the Dealer Manager can assure you that holders of the Notes after the completion of the Offer will be able to find willing buyers for their Notes after the Offer.

#### **Retirement and Cancellation**

Any Notes not tendered or tendered but not accepted because they were not validly tendered shall remain outstanding upon completion of the Offer. All Notes validly tendered and accepted in the Offer will be retired and cancelled.

#### **Material U.S. Federal Income Tax Consequences**

The following is a general discussion of material U.S. federal income tax considerations of the Offer to investors who are U.S. Holders or Non-U.S. Holders (each as defined below). This discussion is based on currently existing provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing, temporary and proposed Treasury regulations promulgated thereunder, and administrative and judicial interpretations thereof, all as in effect or proposed on the date hereof and all of which are subject to change or different interpretations, possibly with retroactive effect. This discussion is limited to investors who hold the Notes as capital assets within the meaning of Section 1221 of the Code. Moreover, this discussion is for general information only and does not address all of the tax consequences that may be relevant to particular investors in light of their personal circumstances or to certain types of investors subject to special tax rules (such as U.S. Holders having a functional currency other than the U.S. dollar, persons subject to special rules applicable to former citizens and residents of the United States, financial institutions, persons subject to the alternative minimum tax, grantor trusts, partnerships or other pass-through entities (or investors therein), real estate investment trusts, insurance companies, tax-exempt entities, dealers in securities or currencies, traders in securities who elect to apply a mark to market method of accounting, persons holding the Notes in connection with a hedging transaction, straddle, conversion transaction or other integrated transaction, corporations treated as personal holding companies, controlled foreign corporations, passive foreign investment companies or Non-U.S. Holders that are owned or controlled by U.S. Holders).

If any entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. We recommend that partners of a partnership holding Notes consult their own tax advisors.

This discussion only addresses U.S. federal income tax consequences and does not address the Medicare tax on certain investment income. Holders should consult their own tax advisors as to the particular tax consequences to them of tendering Notes pursuant to the Offer or retaining Notes, including the applicability of any U.S. federal income and other tax laws, any state, local or foreign tax laws or any treaty, and any changes (or proposed changes) in tax laws or interpretations thereof.

**ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS OFFER IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY PERSON, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER U.S. FEDERAL TAX LAW AND WAS WRITTEN TO SUPPORT THE PROMOTION AND MARKETING OF THE OFFER. EACH HOLDER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

#### *U.S. Holders*

As used herein, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax, regardless of its source; or
- a trust with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or that has a valid election in effect under Treasury regulations to be treated as a U.S. person.

#### *Tenders of Notes Pursuant to the Offer*

Pursuant to the terms of the Indenture, we and each holder agreed to treat the Notes as indebtedness that is subject to the contingent payment debt regulations (“contingent payment debt instruments”). In general, a U.S. Holder who receives the Purchase Price in exchange for a Note pursuant to the Offer will recognize gain or loss for U.S. federal income tax purposes equal to the difference between (1) the amount of cash received in exchange for the Note, reduced by any negative adjustment carried forward (described below), and (2) the U.S. Holder’s adjusted tax basis in the Note at the time of the exchange. Generally, a U.S. Holder’s adjusted tax basis in a Note will be equal to the cost of the Note to the U.S. Holder, increased by any interest previously included in income by the U.S. Holder (determined without regard to any positive or negative adjustments to interest accruals, described below) and the amount of any deemed distribution includible in income by the U.S. Holder as a result of an adjustment to the conversion rate of the Note and decreased by the amount of any noncontingent payments and the amount of any contingent payments projected to have been made to the U.S. Holder prior to the disposition of the Note. Any gain will be ordinary interest income to the U.S. Holder. Any loss will be ordinary loss to the extent of the excess of previous interest inclusions over the total negative adjustments previously taken into account as ordinary loss (described below), and the balance will be capital loss. The deductibility of capital losses by a U.S. Holder is subject to limitations. A U.S. Holder that sells Notes at a loss that meets certain thresholds may be required to file a disclosure statement with the IRS.

*Positive Adjustments.* Each U.S. Holder is required to recognize interest income equal to the amount of the excess of actual payments over projected payments (a “positive adjustment”) in respect of a Note for a taxable year. For this purpose, the payments in a taxable year include the fair market value of property (including our common stock) received in that year and should also include any additional interest received in that year. As stated above, a U.S. Holder’s adjusted tax basis in a Note is determined without regard to any positive adjustments.

*Negative Adjustments.* If a U.S. Holder receives actual payments on a Note that are less than the projected payments in respect of the Note for a taxable year, the U.S. Holder is required to incur an adjustment equal to the amount of the difference (a “negative adjustment”). This negative adjustment first (i) reduces the amount of interest in respect of the Note that the U.S. Holder would otherwise include in income in that taxable year and (ii) to the extent of any excess after the application of clause (i), gives rise to an ordinary loss in an amount that does not exceed the excess of (A) the amount of all previous interest inclusions with respect to the Note over (B) the total amount of the U.S. Holder’s net negative adjustments treated as ordinary loss on the Note in prior taxable years. Any negative adjustment in excess of the amounts described in clauses (i) and (ii) that a U.S. Holder has not taken into account with respect to a Note that is carried forward will reduce the amount realized by the U.S. Holder upon receipt of the Purchase Price in exchange for the Note pursuant to the Offer as stated above.

U.S. holders may obtain the projected payment schedule by submitting a written request to us at the address set forth under “Where You Can Find More Information.”

The rules governing contingent payment debt instruments are complex. U.S. Holders should consult their own tax advisors regarding the tax consequences of receiving cash in exchange for a Note pursuant to the Offer.

#### *Dividend Payment*

The tax treatment of the Dividend Payment is subject to uncertainty. We intend to treat the Dividend Payment as a taxable dividend to a U.S. Holder to the extent paid out of our current or accumulated earnings and profits, which will be ordinary income to the U.S. Holder on the date received. The Dividend Payment may not be eligible for the preferential tax rate applicable to certain dividends paid to non-corporate U.S. Holders or for the dividends-received deduction applicable to certain dividends paid to corporate holders. U.S. Holders are urged to consult their tax advisors concerning the tax treatment of the Dividend Payment.

#### *Backup Withholding and Information Reporting*

In general, information reporting will apply to all payments made to a U.S. Holder pursuant to the Offer. Backup withholding tax may apply to such payments if the U.S. Holder fails to:

- furnish his, her or its taxpayer identification number (social security or employer identification number);
- certify that his, her or its taxpayer identification number is correct;
- certify that he, she, or it is not subject to backup withholding; or
- otherwise comply with the requirements of the backup withholding rules.

A U.S. Holder generally can satisfy these certification and other requirements by completing the Internal Revenue Service (the “IRS”) Form W-9 included in the Letter of Transmittal. Certain U.S. Holders are not subject to backup withholding and information reporting requirements. Any amounts withheld under the backup withholding rules from a payment to a U.S. Holder will be allowed as a credit against such U.S. Holder’s U.S. federal income tax liability and may entitle the holder to a refund, so long as the required information is timely furnished to the IRS.

#### *Non-U.S. Holders*

As used herein, the term “Non-U.S. Holder” means a beneficial owner of a Note that, for U.S. federal income tax purposes, is an individual, corporation, trust or estate that is not a U.S. Holder.

#### *Tenders of Notes Pursuant to the Offer*

Except as described under “—Non-U.S. Holders—Accrued Interest” and “—Non-U.S. Holders—Backup Withholding and Information Reporting” below, a Non-U.S. Holder generally will not be subject to U.S. federal income tax on any gain realized on the receipt of the Purchase Price in exchange for Notes pursuant to the Offer unless:

- the Non-U.S. Holder is an individual who is present in the United States for a period or periods aggregating 183 or more days in the taxable year of the disposition and certain other conditions are met (in which case such gain (net of certain U.S. source losses) generally will be subject to a flat 30% tax unless an applicable income tax treaty provides otherwise);
- the gain is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (and, if required by an income tax treaty, such gain is attributable to a U.S. permanent establishment of the Non-U.S. Holder), in which case such gain will be taxed as described below under “—Non-U.S. Holders—Effectively Connected Income”; or
- the Company is, or has been, a U.S. real property holding corporation (“USRPHC”) during the shorter of the Non-U.S. Holder’s holding period or the five-year period ending on the date of disposition. We believe that we are not, nor have we been, a USRPHC.

#### *Accrued Interest*

Payments to a Non-U.S. Holder that are attributable to accrued but unpaid interest generally will not be subject to U.S. federal income or withholding tax, provided that:

(1) the Non-U.S. Holder, (a) does not actually or constructively own 10% or more of the total combined voting power of all of classes of our stock entitled to vote; (b) is not a controlled foreign corporation that is related to us actually or constructively through stock ownership; and (c) is not a bank receiving the interest pursuant to a loan agreement entered into in its ordinary course of business;

(2) the interest payments are not effectively connected with the conduct by the Non-U.S. Holder of a U.S. trade or business; and

(3) the Non-U.S. Holder satisfies the certification requirement.

The certification requirement is generally satisfied if the beneficial owner of a Note certifies on an applicable IRS Form W-8 (or a suitable substitute or successor form), under penalties of perjury, that he, she or it is not a U.S. person and provides his, her or its name and address, and

- the beneficial owner timely files the IRS Form W-8 with the applicable withholding agent; or
- in the case of Notes held on behalf of a beneficial owner by a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business, the financial institution files with the applicable withholding agent a statement that it has received the IRS Form W-8 from the Non-U.S. Holder or from another financial institution acting on behalf of that Non-U.S. Holder, timely furnishes the applicable withholding agent with a copy thereof and otherwise complies with the certification requirements. The applicable withholding agent, as used herein, is generally the last U.S. payor (or a non-U.S. payor who is a qualified intermediary, U.S. branch of a foreign person, or a withholding foreign partnership) in the chain of payment prior to payment to a Non-U.S. Holder (which itself is not a withholding agent).

Other alternative procedures exist in order to satisfy the certification requirement, depending upon the circumstances of the Non-U.S. Holder, including but not limited to situations in which the Notes are held by certain intermediaries or partnerships. The certification requirement is not met if the applicable withholding agent has actual knowledge or reason to know that the beneficial owner is a U.S. Holder or that the conditions of any exemption are not, in fact, satisfied. Non-U.S. Holders should consult their own tax advisors regarding the certification requirements for Non-U.S. Holders and the effect, if any, of the certification requirements on their particular situation.

Payments attributable to accrued interest (including contingent interest and payments treated as interest on a Note) not exempt from U.S. federal withholding tax as described above will be subject to such withholding tax at the rate of 30%, unless (1) subject to exemption or reduction under an applicable income tax treaty or (2) the interest is effectively connected with the conduct by a Non-U.S. Holder of a U.S. trade or business (as described below) and the Non-U.S. Holder provides IRS Form W-8ECI (or a suitable substitute or successor form) to the applicable withholding agent and meets any other certification requirement. In order to claim a reduced or zero withholding rate under an income tax treaty, the beneficial owner of the Note must, under penalties of perjury, provide the applicable withholding agent with a properly completed and executed IRS Form W-8BEN or W-8BEN-E (or a suitable substitute or successor form) claiming an exemption from, or reduction in the rate of, withholding under the benefit of such income tax treaty and meet any other certification requirements.

#### *Effectively Connected Income*

Any interest on a Note and any gain from disposing of the Note, that in each case is considered effectively connected with the conduct by the Non-U.S. Holder of a U.S. trade or business (and, if required by an income tax treaty, is attributable to a U.S. permanent establishment maintained by such Non-U.S. Holder), generally will be subject to income tax at regular U.S. federal income tax rates as if the holder were a U.S. Holder. In addition, Non-U.S. Holders that are corporations may be subject to a "branch profits tax" at a rate of 30% (or lower applicable treaty rate) on any earnings and profits that are effectively connected with a U.S. trade or business, including earnings from the Note.

#### *Dividend Payment*

The tax treatment of the Dividend Payment is subject to uncertainty. We intend to treat the Dividend Payment as a taxable dividend to a Non-U.S. Holder, which will be subject to U.S. federal withholding tax at a 30% rate (or lower applicable treaty rate), unless the Dividend Payment is effectively connected with the conduct by the Non-U.S. Holder of a U.S. trade or business (and, if required by an income tax treaty, is attributable to a U.S. permanent establishment maintained by such Non-U.S. Holder), in which case it generally will be subject to income tax at regular U.S. federal income tax rates as if the holder were a U.S. Holder. In addition, Non-U.S. Holders that are corporations may be subject to a "branch profits tax" at a rate of 30% (or lower applicable treaty rate) on any earnings and profits that are effectively connected with a U.S. trade or business. Non-U.S. Holders are urged to consult their tax advisors concerning the tax treatment of the Dividend Payment.

To claim the benefit of an applicable income tax treaty, a Non-U.S. Holder must (a) provide a properly executed IRS Form W-8BEN (or a suitable substitute or successor form) and certify under penalty of perjury that such holder is not a U.S. person and is eligible for treaty benefits or (b) if the Notes are held through certain foreign intermediaries, satisfy the relevant certification requirements of applicable Treasury regulations. Special certification and other requirements apply to certain Non-U.S. Holders that are pass-through entities. A Non-U.S. Holder eligible for a reduced rate of U.S. federal withholding tax under an applicable income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

#### *Information Reporting and Backup Withholding*

Information returns will generally be filed with the IRS in connection with payments to a Non-U.S. Holder that are dividend payments or that are attributable to accrued but unpaid interest, and this information may be provided to the tax authorities in the country in which the Non-U.S. Holder is resident.

Backup withholding will not apply to payments made to a Non-U.S. Holder pursuant to the Offer if, among other conditions, the Non-U.S. Holder properly certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, so long as the applicable withholding agent does not have actual knowledge, or reason to know, that the Non-U.S. Holder is a U.S. person or that the conditions of any other exemption are not, in fact, satisfied. A Non-U.S. Holder generally may establish such an exemption by timely providing a properly executed IRS Form W-8 (or a suitable substitute or successor form) to the applicable withholding agent.

Any amounts withheld from a payment to a Non-U.S. Holder under the backup withholding rules will be allowed as a credit against such Non-U.S. Holder's U.S. federal income tax liability and may entitle the holder to a refund, if the required information is timely furnished to the IRS.

*The Depositary for the Offer is:*

**Global Bondholder Services Corporation**

*By Hand, Overnight Delivery or Mail  
(Registered or Certified Mail Recommended):*  
Global Bondholder Services Corporation  
65 Broadway, Suite 404  
New York, New York 10006  
Attention: Corporate Actions

*By Facsimile Transmission  
(for Eligible Institutions only)*  
Global Bondholder Services Corporation  
(212) 430-3775  
Attention: Corporate Actions

*Confirm by Telephone:*  
(212) 430-3774

Any questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective telephone numbers as set forth below. Any requests for additional copies of this Offer to Purchase, the Letter of Transmittal or related documents may be directed to the Information Agent. A holder may also contact such holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

*The Information Agent for the Offer is:*

**Global Bondholder Services Corporation**

65 Broadway, Suite 404  
New York, New York 10006

Banks and Brokers, Call Collect:  
(212) 430-3774

All Others Call Toll-Free:  
(866) 470-4200

*The Dealer Manager for the Offer is:*

**BofA Merrill Lynch**  
214 N. Tryon Street  
Charlotte, NC 28255  
Call Toll-Free: (888) 292-0070