

GARTNER INC
Form S-4
February 06, 2017
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As filed with the Securities and Exchange Commission on February 6, 2017

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GARTNER, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

8741
(Primary Standard Industrial
Classification Code Number)

04-3099750
(I.R.S. Employer
Identification Number)

P.O. Box 10212

56 Top Gallant Road

Stamford, CT 06902-7700

(203) 316-1111

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Daniel S. Peale, Esq.

General Counsel

Gartner, Inc.

P.O. Box 10212

56 Top Gallant Road

Stamford, CT 06902-7700

(203) 316-1111

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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General Counsel

**General Counsel, Chief Compliance
Officer and Corporate Secretary**

Christian O. Nagler, Esq.

Bradley L. Finkelstein, Esq.

Gartner, Inc.

CEB Inc.

Andrew M. Herman, Esq.

Wilson Sonsini Goodrich & Rosati,

P.O. Box 10212

1919 North Lynn Street

Kirkland & Ellis LLP

P.C.	56 Top Gallant Road	Arlington, VA 22209	655 Fifteenth Street, N.W.
1700 K Street, NW	Stamford, CT 06902-7700	(571) 303-6956	Washington, DC 20005
Washington, DC 20006	(203) 316-1111		(202) 879-5200
(202) 973-8800			

Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective and upon consummation of the merger described in the enclosed document.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act (check one):

Large accelerated filer	Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company)	Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed	Proposed	Amount of registration fee (3)
		maximum offering price per share	maximum offering price (2)	
Common Stock, par value \$0.0005 per share	7,437,311	N/A	\$729,403,515	\$84,538

- (1) Represents the estimated maximum number of shares of the Registrant's common stock, par value \$0.0005 per share, to be issued in connection with the merger described in the proxy statement/prospectus contained herein and is equal to (a) the product of (i) the sum of (x) 32,249,339 shares of CEB Inc. (CEB) common stock (CEB common stock) outstanding (including vested shares in CEB's deferred compensation plan) as of January 30, 2017, plus (y) the maximum number of shares of CEB common stock estimated to be issuable before the merger is consummated, including shares issuable upon the settlement of certain restricted share units outstanding as of January 30, 2017 and that CEB is permitted to grant prior to the closing, plus (z) the maximum number of shares of CEB common stock estimated to be issued before the merger is consummated under the CEB employee stock purchase plan as of January 30, 2017, multiplied by (ii) 0.2284, which is the exchange ratio under the merger agreement.
- (2) Estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act of 1933, as amended (the Securities Act), and calculated pursuant to Rules 457(f) and 457(c) under the Securities Act. The proposed maximum aggregate offering price of the Registrant's common stock was calculated based upon the market value of shares of CEB common stock (the securities to be canceled in the merger) in accordance with Rule 457(c) under the Securities Act and is equal to (a) the product of (i) \$76.40, the average of the high and low prices per share of CEB common stock as quoted on The New York Stock Exchange (the NYSE) on January 30, 2017, multiplied by (ii) the sum of (x) 32,249,339 shares of CEB common stock outstanding (including vested shares in CEB's deferred compensation plan) as of January 30, 2017, plus (y) the maximum number of shares of CEB common stock estimated to be issuable before the merger is consummated, including shares issuable upon the settlement of certain restricted share units outstanding as of January 30, 2017 and that CEB is permitted to grant prior to the closing, plus (z) the maximum number of shares of CEB common stock reserved for issuance under the CEB employee stock purchase plan as of January 30, 2017, minus (b) \$1,758,383,316, the estimated aggregate amount of cash to be paid by the Registrant in the merger, calculated as the product of (i) the sum of (x) 32,249,339 shares of CEB common stock outstanding (including vested shares in CEB's deferred compensation plan) as of January 30, 2017, plus (y) the maximum number of shares of CEB common stock estimated to be issuable before the merger is consummated, including shares issuable upon the settlement of certain restricted share units outstanding as of January 30, 2017 and that CEB is permitted to grant prior to the closing, plus (z) the maximum number of shares of CEB common stock estimated to be issued before the merger is consummated under the CEB employee stock purchase plan as of January 30, 2017, multiplied by (ii) \$54.00, which is the amount of the cash portion of the per share merger consideration.
- (3) Determined in accordance with Section 6(b) of the Securities Act at a rate equal to \$115.90 per \$1,000,000 of the proposed maximum aggregate offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. No securities may be sold until a registration statement filed with the Securities and Exchange Commission is effective. This preliminary proxy statement/prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities, nor shall there be sale of these securities, in any jurisdiction in which such offer, solicitation or sale is not permitted or would be unlawful.

PRELIMINARY SUBJECT TO COMPLETION DATED February 3, 2017

MERGER PROPOSAL YOUR VOTE IS VERY IMPORTANT

CEB Inc.

1919 North Lynn Street

Arlington, VA 22209

(571) 303-6956

Dear Stockholder:

As previously announced, on January 5, 2017, CEB Inc. ("CEB") entered into an Agreement and Plan of Merger (as it may be amended from time to time, the "merger agreement"), with Gartner, Inc. ("Gartner") and Cobra Acquisition Corp., a wholly-owned subsidiary of Gartner ("Merger Sub"), pursuant to which Merger Sub will merge with and into CEB (the "merger") with CEB surviving the merger as a wholly-owned subsidiary of Gartner.

If the merger agreement is adopted by CEB stockholders and the merger is consummated, each share of CEB common stock, par value \$0.01 per share ("CEB common stock") will be converted into the right to receive, in such case without interest and subject to any applicable withholding taxes, (i) \$54.00 in cash (the "per share cash consideration") and (ii) 0.2284 of a share (the "per share stock consideration" and collectively with the per share cash consideration, the "per share merger consideration") of common stock of Gartner, par value \$0.0005 per share ("Gartner common stock").

Based on the closing price of \$[] of Gartner common stock on The New York Stock Exchange on [], 2017, the last practicable trading day prior to the date of this proxy statement/prospectus, the total value of the per share merger consideration represented approximately \$[] per share of CEB common stock. However, the value of the per share merger consideration will fluctuate with the market price of Gartner common stock and will not be known at the time the CEB stockholders vote on the merger at the special meeting (as defined herein). Gartner common stock is listed on The New York Stock Exchange under the symbol "IT". CEB common stock is listed on The New York Stock Exchange under the symbol "CEB". We encourage you to obtain current market prices for the Gartner common stock given that a significant portion of the per share merger consideration is payable in Gartner common stock.

The merger cannot be consummated unless CEB stockholders holding a majority of the outstanding shares of CEB common stock as of the close of business on [], 2017 (the "record date") vote in favor of the adoption of the merger

agreement at the special meeting of CEB stockholders to be held on [], 2017 (the special meeting). **Your vote is very important, regardless of the number of shares of CEB common stock you own. Whether or not you expect to attend the special meeting in person, please vote or otherwise submit a proxy to vote your shares as promptly as possible so that your shares may be represented and voted at the special meeting.**

THE BOARD OF DIRECTORS OF CEB (THE CEB BOARD), HAS (I) DETERMINED THAT THE TERMS OF THE MERGER AGREEMENT, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE FAIR TO AND IN THE BEST INTERESTS OF CEB AND THE CEB STOCKHOLDERS, (II) APPROVED AND DECLARED ADVISABLE THE MERGER AGREEMENT, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, (III) AUTHORIZED AND APPROVED THE MERGER AGREEMENT, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT AND (IV) RECOMMENDED THE ADOPTION OF THE MERGER AGREEMENT BY THE CEB STOCKHOLDERS AT A MEETING OF THE CEB STOCKHOLDERS

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DULY CALLED AND HELD FOR SUCH PURPOSES. THE CEB BOARD MADE ITS DETERMINATION AFTER CONSIDERING A NUMBER OF REASONS MORE FULLY DESCRIBED IN THIS PROXY STATEMENT/PROSPECTUS.

THE CEB BOARD RECOMMENDS THAT YOU VOTE FOR THE ADOPTION OF THE MERGER AGREEMENT, FOR THE APPROVAL, BY NON-BINDING, ADVISORY VOTE, OF COMPENSATION THAT MAY BE PAID OR BECOME PAYABLE TO CEB S NAMED EXECUTIVE OFFICERS THAT IS BASED ON OR OTHERWISE RELATES TO THE MERGER AND FOR THE ADJOURNMENT OF THE SPECIAL MEETING, OR ANY ADJOURNMENTS THEREOF, TO ANOTHER TIME OR PLACE, IF NECESSARY OR APPROPRIATE, TO SOLICIT ADDITIONAL PROXIES IF THERE ARE INSUFFICIENT VOTES AT THE TIME OF THE SPECIAL MEETING TO ADOPT THE MERGER AGREEMENT. In considering the recommendations of the CEB board, you should be aware that certain directors and executive officers of CEB will have interests in the merger that may be different from, or in addition to, the interests of CEB stockholders generally. See the section entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74 of the accompanying proxy statement/prospectus.

We urge you to read this proxy statement/prospectus and the Annexes and the documents incorporated by reference carefully and in their entirety. **In particular, we urge you to read carefully the section entitled Risk Factors beginning on page 19 of this proxy statement/prospectus.** If you have any questions regarding this proxy statement/prospectus, you may contact [], CEB s [], Investor Relations, at [].

On behalf of the CEB board, thank you for your consideration and continued support. We look forward to the successful consummation of the merger.

Sincerely,

Thomas L. Monahan III

Chairman and Chief Executive Officer

Neither the Securities and Exchange Commission nor any state or provincial securities commission or regulatory authority has approved or disapproved of these securities or passed upon the adequacy or accuracy of this proxy statement/prospectus. Any representation to the contrary is a criminal offense.

This proxy statement/prospectus is dated _____, 2017 and is first being mailed to CEB stockholders on or about _____, 2017.

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CEB Inc.

1919 North Lynn Street

Arlington, VA 22209

(571) 303-6956

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

Dear Stockholder:

You are cordially invited to attend a special meeting of stockholders of CEB Inc. ("CEB"), a Delaware corporation. The special meeting will be held on [], 2017, at [] [a.m./p.m.], local time, at CEB's headquarters, located at 1919 North Lynn Street, Arlington, VA 22209 (the "special meeting") for the following purposes:

1. To consider and vote on the adoption of the Agreement and Plan of Merger, dated as of January 5, 2017 (as it may be amended from time to time, the "merger agreement"), by and among CEB, Gartner, Inc. ("Gartner"), a Delaware corporation, and Cobra Acquisition Corp. ("Merger Sub"), a Delaware corporation and a wholly-owned subsidiary of Gartner. A copy of the merger agreement is attached as **Annex A** to this proxy statement/prospectus. The merger agreement provides that Merger Sub will merge with and into CEB (the "merger") with CEB surviving the merger as a wholly-owned subsidiary of Gartner;
2. To consider and vote on a proposal to approve, by non-binding, advisory vote, compensation that may be paid or become payable to CEB's named executive officers that is based on or otherwise relates to the merger; and
3. To consider and vote on a proposal to adjourn the special meeting, or any adjournments thereof, to another time or place, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to adopt the merger agreement.

The record date for the special meeting is [], 2017. Only stockholders of record at the close of business on [], 2017, are entitled to notice of, and to vote at, the special meeting.

Your vote is very important, regardless of the number of shares of CEB common stock you own. The merger cannot be consummated unless the merger agreement is adopted by the affirmative vote of the holders of a majority of the outstanding shares of CEB common stock entitled to vote thereon. Even if you plan to attend the special meeting in person, CEB requests that you complete, sign, date and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope or submit your proxy by telephone or the Internet prior to the special meeting to ensure that your shares of CEB common stock will be represented at the special meeting if you are unable to attend. If you fail to return your proxy card, to submit your proxy by phone or the Internet or to attend the special meeting in person, your shares of CEB common stock will not be counted for purposes of determining whether a quorum is present at the special meeting and will have the same effect as a vote **AGAINST** the adoption of the merger agreement, but will have no effect on the proposal to approve, on a non-binding, advisory basis, the compensation that

may be paid or become payable to CEB's named executive officers that is based on or otherwise relates to the merger, or the proposal to adjourn the special meeting, or any adjournments thereof, to another time or place, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to adopt the merger agreement.

The CEB board has (i) determined that the terms of the merger agreement, the merger and the other transactions contemplated by the merger agreement are fair to and in the best interests of CEB and the CEB stockholders; (ii) approved and declared advisable the merger agreement, the merger and the other transactions contemplated by the merger agreement; (iii) authorized and approved the merger agreement, the merger and the

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other transactions contemplated by the merger agreement; and (iv) recommended the adoption of the merger agreement by the CEB stockholders at a meeting of the CEB stockholders duly called and held for such purposes. The CEB board made its determination after consideration of a number of reasons more fully described in this proxy statement/prospectus. **The CEB board recommends that you vote FOR the adoption of the merger agreement, FOR the approval, by non-binding, advisory vote, of compensation that may be paid or become payable to CEB's named executive officers that is based on or otherwise relates to the merger and FOR the adjournment of the special meeting, or any adjournments thereof, to another time or place, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to adopt the merger agreement.**

Only CEB stockholders of record, their duly authorized proxy holders, beneficial stockholders with proof of ownership and CEB's guests may attend the special meeting. In order to be admitted to the special meeting, you must bring documentation showing that you owned CEB common stock as of the record date of [], 2017. Acceptable documentation includes (i) the copy of the proxy statement/prospectus mailed to you, (ii) the admission ticket attached to your proxy card, or (iii) any other proof of ownership (such as a brokerage or bank statement) reflecting your CEB holdings as of [], 2017. In addition, all attendees will be required to present valid photo identification (e.g., driver's license or passport). Stockholders who do not bring the above documentation will not be admitted to the special meeting. Cameras and electronic recording devices are not permitted at the special meeting.

CEB stockholders who do not vote in favor of the adoption of the merger agreement will have the right to seek appraisal of the fair value of their shares of CEB common stock if they deliver a demand for appraisal before the vote is taken on the merger agreement and comply with all the requirements of Delaware law, which are summarized in this proxy statement/prospectus and reproduced in their entirety in **Annex C** to this proxy statement/prospectus.

WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN, AS PROMPTLY AS POSSIBLE, THE ENCLOSED PROXY CARD IN THE ACCOMPANYING PREPAID REPLY ENVELOPE, OR SUBMIT YOUR PROXY BY TELEPHONE OR THE INTERNET. IF YOU ATTEND THE SPECIAL MEETING AND VOTE IN PERSON, YOUR VOTE BY BALLOT WILL REVOKE ANY PROXY PREVIOUSLY SUBMITTED.

Sincerely,

Pamela J. Auerbach

Corporate Secretary

Arlington, Virginia 22209

[], 2017

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ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates important business and financial information about Gartner and CEB from other documents that are not included in or delivered with this proxy statement/prospectus. This information is available to you without charge upon your request. You can obtain the documents incorporated by reference into this proxy statement/prospectus by requesting them in writing or by telephone from the appropriate company at the following addresses and telephone numbers:

Gartner, Inc.	CEB Inc.
P.O. Box 10212	1919 North Lynn Street
56 Top Gallant Road	Arlington, Virginia 22209
Stamford, Connecticut 06902	(571) 303-3000
(203) 316-1111	Attn: Investor Relations
Attn: Investor Relations	

The firm assisting CEB with the solicitation of proxies:

Innisfree M&A Incorporated

501 Madison Avenue

New York, NY 10022

Shareholders may call toll-free: (888) 750-5834

Banks and Brokers may call collect: (212) 750-5833

Investors may also consult CEB's website for more information concerning the merger described in this proxy statement/prospectus. CEB's website is www.cebglobal.com. Information included on this website is not incorporated by reference into this proxy statement/prospectus.

If you would like to request documents, please do so by [], 2017 in order to receive them before the special meeting.

For more information, see Where You Can Find More Information beginning on page 132.

ABOUT THIS DOCUMENT

This document, which forms part of a registration statement on Form S-4 filed with the Securities and Exchange Commission, which we refer to as the SEC, by Gartner (File No. 333-[]), constitutes a prospectus of Gartner under Section 5 of the Securities Act of 1933, as amended, which we refer to as the Securities Act, with respect to the Gartner common shares to be issued to CEB stockholders as required by the merger agreement. This document also

constitutes a proxy statement of CEB under Section 14(a) of the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act, with respect to the special meeting of CEB stockholders, at which CEB stockholders will be asked to vote upon a proposal to adopt the merger agreement.

You should rely only on the information contained in, or incorporated by reference into, this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this proxy statement/prospectus. This proxy statement/prospectus is dated [], 2017. You should not assume that the information contained in, or incorporated by reference into, this proxy statement/prospectus is accurate as of any date other than the date on the front cover of those documents. Neither the mailing of this proxy statement/prospectus to CEB stockholders nor the issuance by Gartner of common stock in connection with the merger will create any implication to the contrary.

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This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Information contained in this proxy statement/prospectus regarding Gartner has been provided by Gartner and information contained in this proxy statement/prospectus regarding CEB has been provided by CEB.

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QUESTIONS AND ANSWERS

The following are answers to some questions that you, as a stockholder of CEB, may have regarding the merger and the other matters being considered at the stockholder meeting of CEB (which we refer to as the special meeting or the CEB special meeting). CEB urges you to read carefully the remainder of this proxy statement/prospectus because the information in this section does not provide all the information that might be important to you with respect to the merger and the other matters being considered at the special meeting. Additional important information is also contained in the annexes to and the documents incorporated by reference into this proxy statement/prospectus.

Q: Why am I receiving this proxy statement/prospectus?

A: Gartner and CEB have agreed to an acquisition of CEB by Gartner under the terms of a merger agreement that is described in this proxy statement/prospectus. A copy of the merger agreement is attached to this proxy statement/prospectus as Annex A.

In order to consummate the merger, CEB stockholders must vote to adopt the merger agreement, and all other conditions to the merger must be satisfied or waived.

CEB will hold a special meeting to obtain this approval. This proxy statement/prospectus contains important information about the merger and the special meeting, and you should read it carefully. The enclosed proxy materials allow you to vote your shares without attending the special meeting.

You also are being asked to vote on a proposal to adjourn the CEB special meeting, if necessary or appropriate, in the view of the CEB board, to solicit additional proxies in favor of the proposal to adopt the merger agreement if there are not sufficient votes at the time of such adjournment to adopt the merger agreement (which we refer to as the adjournment proposal). In addition, you are being asked to vote on a proposal to approve, on a (non-binding) advisory basis, certain compensation to be paid to CEB's named executive officers that is based on or otherwise relates to the merger, which we refer to as the merger-related named executive officer compensation proposal.

Your vote is important. We encourage you to vote as soon as possible. For more information on how to vote your shares, please see the section entitled *The CEB Special Meeting* beginning on page 36.

Q: What is a proxy?

A: A proxy is another person you authorize to vote on your behalf. CEB asks stockholders to instruct the proxy how to vote so that all common shares may be voted at the special meeting even if the holders do not attend the meeting.

Q: When were the enclosed solicitation materials first given to stockholders?

A: CEB first mailed the enclosed solicitation materials to CEB stockholders on or about [], 2017.

Q: When and where will the meeting be held?

A: The CEB special meeting will be held at [: A.M.], local time, on [], 2017 at 1919 North Lynn Street, Arlington, Virginia 22209.

Q: Who can attend the meeting?

A: All stockholders as of [], 2017, or their duly appointed proxies, may attend the meeting.

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Q: What do I need in order to attend the special meeting?

A: In order to be admitted to the meeting, a stockholder must present proof of ownership of CEB common stock on the record date. If your shares are held in the name of a broker, bank, custodian, nominee or other record holder, you must obtain a proxy, executed in your favor, from the holder of record (that is, your broker, bank, custodian or nominee) to be able to vote at the meeting. You will also be required to present a form of photo identification, such as a driver's license.

Q: How do I vote?

A: If you are a stockholder of record of CEB as of the record date for the special meeting, you may vote in person by attending the special meeting or, to ensure your shares are represented at the special meeting, you may vote by:

accessing the Internet website specified on your proxy card;

calling the toll-free number specified on your proxy card; or

signing and returning the enclosed proxy card in the postage-paid envelope provided.

If you hold CEB shares in the name of a broker, bank or nominee, please follow the voting instructions provided by your broker, bank or nominee to ensure that your shares are represented at the special meeting.

Q: How will my proxy vote my shares?

A: If your vote is properly completed, whether you vote by the Internet, telephone or through a proxy card, and if it is not revoked, before the meeting, your shares will be voted at the meeting according to the instructions indicated. If you sign and return your proxy card, but do not give any voting instructions, your shares will be voted FOR the proposals. To our knowledge, no other matters will be presented at the meeting. However, if any other matters of business are properly presented, the proxy holders named on the proxy card are authorized to vote the shares represented by proxies according to their judgment.

Q: Who is entitled to vote at the meeting and how many votes do they have?

A: Only holders of record of CEB common stock at the close of business on [], 2017, which we refer to as the record date, will be entitled to vote at the special meeting. Each share has one vote. There were [] shares of CEB common stock outstanding on the record date.

Q: What is the difference between holding shares as a stockholder of record and as a beneficial owner?

A: If your shares of CEB common stock are registered directly in your name with the transfer agent of CEB, Computershare Inc., you are considered the stockholder of record with respect to those shares. As the stockholder of record, you have the right to vote, or to grant a proxy for your vote directly to CEB or to a third party to vote at the CEB special meeting.

If your shares are held by a bank, brokerage firm or other nominee, you are considered the beneficial owner of shares held in street name, and your bank, brokerage firm or other nominee is considered the stockholder of record with respect to those shares. Your bank, brokerage firm or other nominee will send you, as the beneficial owner, a package describing the procedure for voting your shares. You should follow the instructions provided by them to vote your shares. You are invited to attend the CEB special meeting; however, you may not vote these shares in person at the CEB special meeting unless you obtain a legal proxy from your bank, brokerage firm or other nominee that holds your shares, giving you the right to vote the shares at the CEB special meeting.

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Q: How many votes do I and others have?

A: You are entitled to one vote for each share of CEB common stock that you owned as of the record date. As of the close of business on [], 2017, there were [] outstanding shares of CEB common stock.

In connection with the execution of the merger agreement, CEB's Chief Executive Officer, Chief Administrative Officer, and Chief Financial Officer, and each of the members of the CEB board, collectively referred to as the CEB management stockholders, have entered into voting agreements, dated as of January 5, 2017, with Gartner. As of January 5, 2017, there were 210,603 shares, constituting approximately 1% of the outstanding common stock of CEB, subject to the voting agreements. The CEB management stockholders have agreed in the voting agreements to vote all shares of CEB common stock owned by them (i) in favor of the adoption of the merger agreement and any action required in furtherance thereof, (ii) against approval of any proposal made in opposition to, in competition with, or that would result in a breach of the merger agreement or the merger or any other transactions contemplated by the merger agreement, and (iii) against certain other non-routine transactions involving CEB (excluding the merger with Gartner), as specified in the voting agreement, or any other action that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone or discourage the merger with Gartner or any other transactions contemplated by the merger agreement with Gartner.

Q: What will happen if I fail to vote or I abstain from voting?

A: Your failure to vote, or failure to instruct your broker, bank or nominee to vote, or abstention from voting, will have the same effect as a vote against the proposal to adopt the merger agreement, but will have no effect on the adjournment proposal or the merger-related named executive officer compensation proposal.

Q: What constitutes a quorum?

A: If a majority of the shares outstanding and entitled to vote on the record date are present, either in person or by proxy, CEB will have a quorum at the meeting. Any shares represented by proxies that are marked FOR, AGAINST, or ABSTAIN from voting on a proposal will be counted as present in determining whether CEB has a quorum. If a broker, bank, custodian, nominee, or other record holder of CEB common stock indicates on a proxy card that it does not have discretionary authority to vote certain shares on a particular matter, and if it has not received instructions from the beneficial owners of such shares as to how to vote on such matters, the shares held by that record holder will not be voted on such matter, which we refer to as broker non-votes, but will be counted as present for purposes of determining whether CEB has a quorum. Since there were [] shares of common stock outstanding on the record date, the presence of holders of [] shares will represent a quorum. CEB must have a quorum to conduct the meeting.

Q: Can I change my vote after I have returned a proxy or voting instruction card?

A: Yes. You may change your vote at any time before voting takes place at the special meeting. You may change your vote in one of five ways:

You may deliver another proxy card to CEB Inc., ATTN: Corporate Secretary, 1919 North Lynn Street, Arlington, VA 22209, with a written notice dated later than the proxy you want to revoke stating that the proxy is revoked.

You may complete and send in another proxy card or voting instruction form with a later date.

You may vote again over the Internet or by telephone prior to [1:00] a.m. EDT on [], 2017.

You may attend the meeting and vote in person.

For shares you hold beneficially or in street name, you may change your vote by submitting a later dated voting instruction form to your broker or other nominee or fiduciary, or if you obtained a legal proxy form giving you the right to vote your shares, by attending the meeting and voting in person.

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Q: What should I do if I receive more than one set of voting materials?

A: If you receive more than one proxy card or instruction form, it means that you have multiple accounts with CEB's transfer agent and/or broker or other nominee or fiduciary or you may hold your shares in different ways or in multiple names (*e.g.*, joint tenancy, trusts and custodial accounts). Please vote all of your shares.

Q: How does the CEB board recommend that I vote?

A: The CEB board recommends that holders of CEB common stock vote **FOR** the proposal to adopt the merger agreement, **FOR** the merger-related named executive officer compensation proposal and **FOR** the adjournment proposal.

Q: What vote is required to adopt each proposal?

A: The proposal to adopt the merger agreement requires the affirmative vote of record holders of a majority of the outstanding shares of CEB common stock entitled to vote on the proposal.

The adjournment proposal and the (non-binding) advisory vote on the merger-related named executive officer compensation proposal each requires the affirmative vote of record holders of a majority of the shares of CEB common stock voting affirmatively or negatively on the proposal present or represented by proxy at the special meeting.

Q: What happens if I sell my shares after the record date but before the special meeting?

A: The record date of the special meeting is earlier than the date of the special meeting and the date that the merger is expected to be consummated. If you transfer your shares of CEB common stock after the record date but before the date of the special meeting, you will retain your right to vote at the special meeting (provided that such shares remain outstanding on the date of the special meeting), but you will not have the right to receive the merger consideration to be received by CEB stockholders in the merger. In order to receive the merger consideration, you must hold your shares through the consummation of the merger.

Q: Where can I find the voting results of the special meeting?

A: The preliminary voting results will be announced at the special meeting. In addition, within four (4) business days following certification of the final voting results, CEB intends to file the final voting results with the SEC on a Current Report on Form 8-K.

Q: What will I receive if the merger is consummated?

A: If the merger is consummated, each share of CEB common stock issued and outstanding immediately prior to the consummation of the merger, except for (i) shares of CEB common stock as to which the holders thereof have not voted in favor of the merger or consented to the merger in writing and have demanded appraisal for such shares in accordance with Section 262 of the Delaware General Corporation Law, which we refer to as the DGCL, and have not effectively withdrawn or lost their rights to appraisal and (ii) shares of CEB common stock owned by CEB as treasury stock or owned by Gartner or Merger Sub, will be converted into the right to receive, less any applicable withholding taxes, (a) \$54.00 in cash and (b) 0.2284 of a share of Gartner common stock. CEB stockholders will not receive any fractional shares of Gartner common stock and will instead receive cash in lieu of any such fractional shares of Gartner common stock.

Q: What is the value of the per share consideration?

A: The exact value of the per share consideration that CEB stockholders will receive will depend on the price per share at which Gartner common stock trades at the effective time of the merger. Such price will not be

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known at the time of the CEB special meeting and may be less than the current price or the price at the time of the CEB special meeting. Based on the closing stock price of Gartner common stock on The New York Stock Exchange, which we refer to as the NYSE, on January 4, 2017, the last trading day before public announcement of the merger, of \$101.79, and assuming that the price of Gartner common stock at the time of the merger is the same as it was on January 4, 2017, the value of the per share consideration would be \$77.25 for each share of CEB common stock. The market prices of shares of Gartner common stock and CEB common stock are subject to fluctuation, and the price of Gartner's common stock at the time of the merger may be higher or lower than it was on January 4, 2017, on the date of this proxy statement/prospectus or on the date of the CEB special meeting. We urge you to obtain current market quotations of Gartner common stock and CEB common stock. See the sections entitled *Where You Can Find More Information* beginning on page 132 of this proxy statement/prospectus and *Comparative Per Share Market Price and Dividend Information* beginning on page 16 of this proxy statement/prospectus.

Q: How will I receive the merger consideration to which I am entitled?

A: After receiving the proper documentation from you, Gartner's exchange agent will forward to you the cash and the shares of Gartner common stock to which you are entitled. More information on the documentation you are required to deliver to Gartner's exchange agent may be found under the section entitled *The Merger Exchange of Shares in the Merger* beginning on page 74 of this proxy statement/prospectus. CEB stockholders will not receive any fractional shares of Gartner common stock and will instead receive cash in lieu of any such fractional shares of Gartner common stock.

Q: What will holders of CEB restricted share units receive in the merger?

A: Immediately prior to the effective time of the merger, each then-outstanding restricted share unit payable in shares of CEB common stock, which we refer to as a CEB RSU, (i) that is vested, (ii) that will vest as a result of the consummation of the merger or (iii) that is held by any non-employee member of the CEB board will vest, to the extent such CEB RSU is not already vested, and be settled into shares of CEB common stock, with such shares entitled to receive the cash and Gartner common shares on the same terms as all other shares of CEB common stock in the merger.

Immediately prior to the effective time of the merger, each then-outstanding CEB RSU that is subject to performance-based vesting conditions, which we refer to as a CEB PSU, will vest and be settled into shares of CEB common stock assuming the achievement of performance goals at target performance, with such shares entitled to receive cash and Gartner common shares on the same terms as all other shares of CEB common stock in the merger.

Immediately prior to the effective time of the merger, each then-outstanding CEB RSU that does not vest as set forth above at the effective time of the merger, will be assumed by Gartner and converted into a restricted share unit payable in a number of shares of Gartner common stock, rounded up to the nearest whole share, equal to the product of (i) the applicable number of shares of CEB common stock subject to such award multiplied by (ii) the Stock Award Exchange Ratio, which we define below. Such converted CEB RSUs, which we refer to as Converted CEB RSUs, will have the same terms and conditions (including the terms and conditions relating to vesting and the achievement of any applicable performance goals) as were applicable under such CEB RSU immediately prior to the effective time of the merger; except that Converted CEB RSUs held by certain CEB employees (including Ms. Jones and Mr. Lindahl) will

be adjusted prior to the merger such that, in addition to any accelerated vesting provisions already applicable to such CEB RSUs (including as described with respect to Mr. Lindahl and Ms. Jones in this proxy statement/prospectus), they accelerate and vest (i) as to 100% of the award, for Converted CEB RSUs that were granted to such employee prior to 2017, upon such employee's voluntary resignation during the one-year period following the effective time of the merger and (ii) as to 25% of the award for Converted CEB RSUs that were granted to such employee in 2017, upon such employee's voluntary resignation more than 90 days after the consummation of the merger but prior to the one-year

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anniversary of the merger. For this purpose, the **Stock Award Exchange Ratio** means the sum of 0.2284 and a fraction resulting from dividing \$54.00 by the closing price per share of Gartner common stock on the last trading day immediately prior to the closing of the merger.

Q: Will I be subject to U.S. federal income tax upon the exchange of shares of CEB common stock for the merger consideration?

A: If you are a U.S. Holder (as defined in the section entitled *The Merger Material U.S. Federal Income Tax Consequences* beginning on page 69 of this proxy statement/prospectus), the exchange of your shares of CEB common stock for cash and shares of Gartner common stock in the merger will be a taxable transaction for U.S. federal income tax purposes, which generally will require you to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (1) the sum of the amount of cash and the fair market value of the shares of Gartner common stock you receive in the merger and (2) your adjusted tax basis in the shares of CEB common stock exchanged in the merger.

If you are a Non-U.S. Holder (as defined in the section entitled *The Merger Material U.S. Federal Income Tax Consequences* beginning on page 69 of this proxy statement/prospectus), you generally will not be subject to U.S. federal income tax with respect to the exchange of shares of CEB common stock for cash and shares of Gartner common stock in the merger unless you have certain connections to the United States. A Non-U.S. Holder may be subject to backup withholding with respect to payments made pursuant to the merger unless such holder certifies that it is not a U.S. person or otherwise establishes an exemption.

Because particular circumstances may differ, we recommend that you consult your own tax advisor to determine the U.S. federal income tax consequences to you relating to the merger in light of your own particular circumstances and the consequences to you under U.S. federal tax laws other than income tax laws, or the laws of any state, local or non-U.S. taxing jurisdiction. A more complete description of material U.S. federal income tax consequences of the merger is provided in the section entitled *The Merger Material U.S. Federal Income Tax Consequences* beginning on page 69 of this proxy statement/prospectus.

Q: What happens if the merger is not consummated?

A: If the merger agreement is not adopted by CEB's stockholders or if the merger is not consummated for any other reason, you will not receive any payment for your shares in connection with the merger. Instead, CEB will remain an independent public company and CEB common stock will continue to be listed and traded on the NYSE. Under specified circumstances, we may be required to pay to Gartner, or be entitled to receive from Gartner, a fee with respect to the termination of the merger agreement, as described under *The Merger The Merger Agreement Expenses and Termination Fees* beginning on page 89 of this proxy statement/prospectus.

Q: What will happen if CEB stockholders do not approve by non-binding, advisory vote, compensation that may be paid or become payable to CEB's named executive officers that is based on, or otherwise relates to, the merger?

- A: Approval by non-binding advisory vote of the compensation that may be paid or become payable to CEB's named executive officers that is based on, or otherwise relates to, the merger is not a condition to consummation of the merger. The vote is advisory and will not be binding on CEB or the surviving company in the merger. If the merger is consummated, the merger-related compensation may be paid to CEB's named executive officers to the extent payable in accordance with the terms of the named executive officer's compensation agreements and the merger agreement even if CEB stockholders do not approve, by non-binding, advisory vote, the merger-related compensation.

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Q: What do I need to do now?

A: Carefully read and consider the information contained in, and incorporated by reference, into this proxy statement/prospectus, including its annexes.

In order for your shares to be represented at the CEB special meeting:

you can vote through the Internet or by telephone by following the instructions included on your proxy card;

you can indicate on the enclosed proxy card how you would like to vote and return the card in the accompanying pre-addressed postage paid envelope; or

you can attend the special meeting in person.

Q: Do I need to do anything with my CEB common stock certificates now?

A: No. After the merger is consummated, if you held certificates representing shares of CEB common stock prior to the merger, Gartner's exchange agent will send you a letter of transmittal and instructions for exchanging your shares of CEB common stock for the merger consideration. Upon surrender of the certificates for cancellation along with the executed letter of transmittal and other required documents described in the instructions, a CEB stockholder will receive the merger consideration.

Q: Am I entitled to exercise appraisal rights instead of receiving the merger consideration for my shares of CEB common stock?

A: Stockholders are entitled to appraisal rights under Section 262 of the DGCL, provided they follow the procedures set forth in Section 262 of the DGCL and certain conditions are met. For more information regarding appraisal rights, see the section entitled *The Merger Appraisal Rights* beginning on page 72 of this proxy statement/prospectus. In addition, a copy of Section 262 of the DGCL is attached as **Annex C** to this proxy statement/prospectus. Failure to strictly comply with Section 262 of the DGCL may result in your waiver of, or inability to exercise, appraisal rights.

Q: Are there any risks that I should consider in deciding whether to vote for the adoption of the merger agreement?

A: Yes. You should read and carefully consider the risk factors set forth in the section entitled *Risk Factors* beginning on page 19 of this proxy statement/prospectus. You also should read and carefully consider the risk factors of Gartner contained in the documents that are incorporated by reference into this proxy

statement/prospectus.

Q: What will happen in the merger?

A: Under the terms of the merger agreement, Cobra Acquisition Corp., a wholly owned subsidiary of Gartner, which we refer to as Merger Sub, will merge with and into CEB, with CEB continuing as the surviving entity and as a wholly owned subsidiary of Gartner.

Q: When do you expect the merger to be consummated?

A: We hope to consummate the merger in the second quarter of 2017. However, the merger is subject to various regulatory approvals and other conditions, and it is possible that factors outside the control of both companies could result in the merger being consummated at a later time, or not at all. There may be a substantial amount of time between the CEB special meeting and the consummation of the merger. We are seeking to consummate the merger as soon as reasonably practicable following the receipt of all required approvals.

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Q: Is Gartner's obligation to consummate the merger subject to Gartner's receipt of financing?

A: No. Although Gartner entered into a debt commitment letter to provide for the financing of the merger consideration as described in *The Merger Financing of the Merger and Indebtedness Following the Merger* beginning on page 99 of this proxy statement/prospectus, Gartner's obligation to close the merger is not conditioned upon receipt of such financing. Therefore, if Gartner is unable to obtain any portion of such financing needed to consummate the merger and such portion is required to fund any portion of the cash consideration and any fees, expenses and other amounts contemplated by the merger agreement to be paid by Gartner, Merger Sub or CEB as the surviving corporation, Gartner and Merger Sub will be obligated to use their reasonable best efforts to arrange and obtain alternative financing in an amount sufficient to consummate the merger and the transactions contemplated by the merger agreement.

Q: Is the consummation of the merger conditioned on the approval of the merger agreement by Gartner's stockholders?

A: No. The consummation of the merger is not conditioned on the approval of the merger agreement by Gartner's stockholders.

Q: What are the conditions to the merger?

A: The respective obligations of Gartner, Merger Sub and CEB to consummate the merger are subject to the satisfaction or waiver of certain conditions, including, among others:

adoption of the merger agreement by an affirmative majority vote of the outstanding shares of CEB common stock;

the effectiveness of the registration statement of which this proxy statement/prospectus forms a part;

the approval for listing by the NYSE, subject to official notice of issuance, of the Gartner common stock issuable to CEB stockholders in the merger;

the termination or expiration of any applicable waiting period under the HSR Act;

the termination or expiration of the waiting period under German competition laws; and

no applicable law, no legal restraint or prohibition, and no binding order or determination by any governmental entity shall be in effect that prevents, makes illegal, or prohibits the consummation of the

merger or that is reasonably likely to result, directly or indirectly, in (i) any prohibition or limitation on the ownership or operation by CEB, Gartner or any of their respective subsidiaries of any portion of their respective businesses, properties or assets, (ii) CEB, Gartner or any of their respective subsidiaries being compelled as a result of the merger to dispose of or hold separate any portion of their respective businesses, properties or assets, (iii) any prohibition or limitation on the ability of Gartner to acquire or exercise full ownership rights of, any shares of the capital stock of CEB's subsidiaries, including the right to vote or (iv) any prohibition or limitation on Gartner effectively controlling the business or operations of CEB and its subsidiaries, in each case subject to the parties' obligations under the merger agreement to take certain actions, if necessary, to obtain regulatory approval. See the section of this proxy statement/prospectus entitled *The Merger The Merger Agreement Conditions to Consummation of the Merger* beginning on page 85.

Q: What equity stake will CEB stockholders hold in Gartner immediately following the merger?

A: Based on (i) the number of issued and outstanding shares of Gartner common stock as of [], 2017, (ii) the number of issued and outstanding shares of CEB common stock as of [], 2017 (including, for this purpose only, the shares to be issued to settle certain restricted share units held by CEB employees and certain non-employee members of the CEB board) and (iii) the exchange ratio of 0.2284, holders of shares of CEB

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common stock as of immediately prior to the closing of the merger will hold, in the aggregate, approximately []% of the issued and outstanding shares of Gartner common stock immediately following the closing of the merger.

Q: Do any of CEB's directors or executive officers have interests in the merger that may differ from or be in addition to my interests as a stockholder?

A: CEB's directors and executive officers have interests in the merger that are different from, or in addition to, those of the CEB stockholders generally, as set forth below. The CEB board was aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement and the merger, and in recommending that the merger agreement be adopted by its stockholders. These interests include (i) the accelerated vesting and payment of RSUs and PSUs, (ii) certain severance and other separation benefits that may be payable upon termination of employment following the effective time of the merger and (iii) entitlement to continued indemnification and insurance coverage under the merger agreement.

Q: Who will solicit and pay the cost of soliciting proxies?

A: CEB is soliciting proxies for the CEB special meeting from its stockholders. CEB will pay all fees and expenses in relation to the printing, filing and mailing of this proxy statement/prospectus and all of its other costs of soliciting proxies. CEB has engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for the CEB special meeting. CEB estimates that it will pay Innisfree M&A Incorporated a fee of approximately \$25,000. CEB's directors, officers and employees also may solicit proxies by telephone or other means of communication. These persons will not receive additional compensation, but may be reimbursed for reasonable out-of-pocket expenses in connection with this solicitation.

Q: Who can help answer my questions?

A: If you have questions about the merger or the other matters to be voted on at the special meeting or desire additional copies of this proxy statement/prospectus or additional proxy cards, you should contact:

Innisfree M&A Incorporated

501 Madison Avenue

New York, NY 10022

Shareholders call toll-free: (888) 750-5834

Banks and Brokers call collect: (212) 750-5833

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SUMMARY

*This summary highlights information contained elsewhere in, or incorporated by reference into, this proxy statement/prospectus and may not contain all the information that is important to you. We urge you to read carefully the remainder of this proxy statement/prospectus, including the attached annexes, and the other documents to which we have referred you because this section does not provide all the information that might be important to you with respect to the merger and the related matters being considered at the CEB special meeting. See also the section entitled *Where You Can Find More Information* on page 132. We have included page references to direct you to a more complete description of the topics presented in this summary.*

The Companies

CEB (See page 34)

CEB Inc.

1919 North Lynn Street

Arlington, Virginia 22209

(571) 303-3000

CEB is a best practice insight and technology company. In partnership with leading organizations around the globe, CEB develops innovative solutions to drive corporate performance. CEB equips leaders at more than 10,000 companies with the intelligence to effectively manage talent, customers, and operations. CEB is a trusted partner to nearly 90% of the Fortune 500 and Financial Times Stock Exchange 100, 80% of the JSE, and more than 70% of the Dow Jones Asian Titans.

CEB does this by combining its advanced research and analytics with best practices from thousands of member companies with its proprietary research methodologies, benchmarking assets, and human capital analytics. The combination of best practices, insights, and data from membership programs with talent assessments, predictive analytics, and robust technology platforms allows CEB to increase its capabilities for helping clients manage talent, transform operations, and reduce risk. Over time, CEB's member network and data sets grow and strengthen the impact of its products and services. CEB Talent Assessment services deliver rich data, analytics, and insights for assessing and managing employees and applicants and position clients to achieve better business results through enhanced intelligence for talent and key decision-making processes from hiring and recruiting to employee development and succession planning.

CEB's principal executive offices are located at 1919 North Lynn Street, Arlington, Virginia 22209 and the telephone number is (571) 303-3000.

Additional information about CEB and its subsidiaries is included in documents incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* on page 132.

Gartner (See page 35)

Gartner, Inc.

P.O. Box 10212

56 Top Gallant Road

Stamford, Connecticut 06902

(203) 316-1111

Gartner is the world's leading information technology research and advisory company. Gartner delivers the technology-related insight necessary for its clients to make the right decisions, every day. Gartner conducts

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independent research on IT, supply chain, and digital marketing issues and delivers its findings through three core business segments: research, consulting and events.

Research provides objective insight on critical and timely technology and supply chain initiatives for CIOs and other IT professionals, supply chain leaders, digital marketing and other business professionals, as well as technology companies and the institutional investment community, through reports, briefings, proprietary tools, access to our analysts, peer networking services and membership programs that enable Gartner's clients to make better decisions about their IT, supply chain and digital marketing initiatives.

Consulting provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality.

Events provides IT, supply chain, digital marketing, and other business professionals the opportunity to attend various symposia, conferences and exhibitions to learn, contribute and network with their peers. From Gartner's flagship event Symposium/ITxpo, to summits focused on specific technologies and industries, to experimental workshop-style seminars, Gartner's events distill the latest Gartner research into applicable insight and advice. Additional information about Gartner and its subsidiaries is included in documents incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* on page 132.

Cobra Acquisition Corp. (See page 35)

Cobra Acquisition Corp., a wholly owned subsidiary of Gartner, which we refer to as Merger Sub, is a Delaware corporation that was formed on January 3, 2017 for the purpose of effecting the merger.

Merger Sub has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement, including the preparation of applicable regulatory filings in connection with the merger.

Upon consummation of the merger, in which Merger Sub will merge with and into CEB, the separate corporate existence of Merger Sub will cease.

The Merger and the Merger Agreement

A copy of the merger agreement is attached as **Annex A** to this proxy statement/prospectus. We encourage you to read the entire merger agreement carefully because it is the principal document governing the merger.

Form of Merger

Subject to the terms and conditions of the merger agreement, at the effective time of the merger, Merger Sub will merge with and into CEB. CEB will survive the merger as a wholly owned subsidiary of Gartner.

Terms of the Merger; Treatment of CEB Equity Awards (See pages 83 and 84)

Treatment of Outstanding Shares. In the merger, each share of CEB common stock, other than shares held by CEB holders who properly exercise dissenters' rights or shares held by Gartner or Merger Sub, will be converted into the right to receive, less any applicable withholding taxes, (a) \$54.00 in cash and (b) 0.2284 of a fully paid and nonassessable share of Gartner common stock. Cash will be paid in lieu of any fractional shares.

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Treatment of Restricted Stock Units and Performance Stock Units. Immediately prior to the consummation of the merger, each then-outstanding CEB RSU, (i) that is vested, (ii) that will vest as a result of the consummation of the merger or (iii) that is held by any non-employee member of the CEB board will vest, to the extent such CEB RSU is not already vested, and be settled in shares of CEB common stock, with such shares entitled to receive cash and Gartner common shares on the same terms as all other shares of CEB common stock in the merger.

Immediately prior to the consummation of the merger, each then-outstanding CEB PSU will vest and be settled into shares of CEB common stock assuming the achievement of performance goals at target performance, with such shares entitled to receive cash and Gartner common shares on the same terms as all other shares of CEB common stock in the merger.

Immediately prior to the effective time of the merger, each CEB RSU that does not vest as set forth above at the effective time of the merger, will be assumed by Gartner and converted into a restricted share unit payable in a number of shares of Gartner common stock, rounded up to the nearest whole share, equal to the product of (i) the applicable number of shares of CEB common stock subject to such award multiplied by (ii) the Stock Award Exchange Ratio, which we define below. Such converted CEB RSUs, which we refer to as Converted CEB RSUs, will have the same terms and conditions (including the terms and conditions relating to vesting and the achievement of any applicable performance goals) as were applicable under such CEB RSU immediately prior to the effective time of the merger; provided that Converted CEB RSUs held by certain CEB employees (including Ms. Jones and Mr. Lindahl) will be adjusted prior to the merger such that, in addition to any accelerated vesting provisions already applicable to such CEB RSUs (including as described with respect to Mr. Lindahl and Ms. Jones in this proxy statement/prospectus), they accelerate and vest (i) as to 100% of the award, for Converted CEB RSUs that were granted to such employee prior to 2017, upon such employee's voluntary resignation during the one-year period following the effective time of the merger and (ii) as to 25% of the awards for Converted CEB RSUs that were granted to such employee in 2017, upon such employee's voluntary resignation more than 90 days after the consummation of the merger but prior to the one-year anniversary of the merger. For this purpose, the Stock Award Exchange Ratio means the sum of (i) 0.2284 plus (ii) a fraction resulting from dividing \$54.00 by the closing price per share of Gartner common stock on the last trading day immediately preceding the closing date of the merger.

Material U.S. Federal Income Tax Consequences of the Merger (See page 69)

The merger will be a taxable transaction for U.S. federal income tax purposes. Accordingly, a U.S. Holder (as defined in the section entitled *The Merger Material U.S. Federal Income Tax Consequences* beginning on page 69 of this proxy statement/prospectus) generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (1) the sum of the amount of cash and the fair market value of the shares of Gartner common stock received in the merger and (2) the holder's adjusted tax basis in the shares of CEB common stock exchanged in the merger.

Any such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the U.S. Holder's holding period in the CEB common stock immediately prior to the merger is more than one year. For U.S. Holders that are individuals, estates or trusts, long-term capital gain generally is taxed at preferential U.S. federal income tax rates. The deductibility of capital losses is subject to limitations.

A U.S. Holder will have a tax basis in the shares of Gartner common stock received in the merger equal to the fair market value of such shares. The holding period for shares of Gartner common stock received in exchange for shares of CEB common stock in the merger will begin on the date immediately following the date the merger becomes effective.

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A Non-U.S. Holder (as defined in the section entitled *The Merger Material U.S. Federal Income Tax Consequences* beginning on page 69 of this proxy statement/prospectus) generally will not be subject to U.S. federal income tax with respect to the exchange of shares of CEB common stock for cash and shares of Gartner common stock in the merger unless such Non-U.S. Holder has certain connections to the United States. A Non-U.S. Holder may be subject to backup withholding with respect to payments made pursuant to the merger unless such holder certifies that it is not a U.S. person or otherwise establishes an exemption.

The U.S. federal income tax consequences described above may not apply to all CEB stockholders, including certain holders specifically referred to on pages 69 and 70. Your tax consequences will depend on your own situation. You should consult your tax advisor to determine the particular tax consequences of the merger to you.

Recommendations of the CEB Board of Directors

After careful consideration, the CEB board, on January 4, 2017, approved the merger agreement by a unanimous vote of the directors. For the factors considered by the CEB board in reaching its decision to approve the merger agreement, see the section entitled *The Merger CEB's Reasons for the Merger and Recommendation of the CEB Board of Directors* beginning on page 55. **The CEB board unanimously recommends that the CEB stockholders vote FOR the proposal to adopt the merger agreement at the CEB special meeting, FOR the adjournment proposal and FOR the merger-related named executive officer compensation proposal.**

Opinion of Centerview Partners LLC (See page 60)

CEB retained Centerview Partners LLC, which we refer to as Centerview, as financial advisor to the CEB board in connection with the proposed merger and the other transactions contemplated by the merger agreement, which are collectively referred to as the Transaction throughout this section and the summary of Centerview's opinion in the section entitled *The Merger Opinion of Centerview Partners LLC*. In connection with this engagement, the CEB board requested that Centerview evaluate the fairness, from a financial point of view, to the holders of shares of CEB common stock (other than holders of (i) shares of CEB common stock as to which the holders thereof have not voted in favor of the merger or consented thereto in writing and have demanded appraisal for such shares in accordance with Section 262 of the DGCL and have not effectively withdrawn or lost their rights to appraisal and (ii) shares of CEB common stock owned by CEB as treasury stock or owned by Gartner or Merger Sub or any affiliate of Gartner, which are collectively referred to as Excluded Shares throughout this section and the section entitled *The Merger Opinion of Centerview Partners LLC*) of the merger consideration proposed to be paid to such holders pursuant to the merger agreement. On January 4, 2017, Centerview rendered to the CEB board its oral opinion, which was subsequently confirmed by delivery of a written opinion dated such date, that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion, the merger consideration proposed to be paid to the CEB stockholders (other than holders of Excluded Shares) pursuant to the merger agreement was fair, from a financial point of view, to such holders.

The full text of Centerview's written opinion, dated January 4, 2017, which describes the assumptions made, procedures followed, matters considered and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion, is attached as **Annex B** and is incorporated herein by reference. **Centerview's financial advisory services and opinion were provided for the information and assistance of the CEB board (in their capacity as directors and not in any other capacity) in connection with and for purposes of its consideration of the Transaction and Centerview's opinion addressed only the fairness, from a financial point of view, as of the date thereof, to the holders of shares of CEB common stock (other than holders of Excluded Shares) of the merger consideration to be paid to such holders pursuant to the merger agreement. Centerview's opinion did**

not address any other term or aspect of the merger

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agreement or the Transaction and does not constitute a recommendation to any stockholder of CEB or any other person as to how such stockholder or other person should vote with respect to the merger or otherwise act with respect to the Transaction or any other matter.

The full text of Centerview's written opinion should be read carefully in its entirety for a description of the assumptions made, procedures followed, matters considered and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion. The full text of Centerview's written opinion is available at CEB's executive offices and principal place of business at 1919 North Lynn Street, Arlington, Virginia 22209 for inspection by CEB stockholders during ordinary business hours for any purpose germane to the CEB special meeting.

Interests of CEB Directors and Executive Officers in the Merger (See page 74)

In addition to their interests in the merger as stockholders, the directors and executive officers of CEB have interests in the merger that may be different from, or in addition to, those of CEB stockholders generally. The CEB board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendations that the CEB stockholders approve the merger agreement. As described in more detail below, these interests include:

the accelerated vesting and settlement of CEB RSUs and CEB PSUs immediately prior to the effective time of the merger (or, for Converted CEB RSUs, upon certain types of terminations of employment that occur following the effective time of the merger), as described in more detail in the section entitled *The Merger: The Merger Agreement: Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84;

with respect to Mr. Monahan, the accelerated vesting and settlement of any CEB RSUs that would have otherwise been Converted CEB RSUs immediately prior to the effective time of the merger pursuant to Mr. Monahan's executive severance agreement with CEB, as described in more detail in the section entitled *The Merger: Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74;

with respect to Ms. Jones, the accelerated vesting and settlement of Converted CEB RSUs and the payment of a guaranteed minimum performance bonus under the retention agreement with Ms. Jones upon certain types of terminations of employment that occur following the effective time of the merger, as described in more detail in the section entitled *The Merger: Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74;

with respect to Ms. Jones and Mr. Lindahl, the adjustment of their Converted CEB RSUs to permit full or partial accelerated vesting upon a voluntary termination of employment within certain time periods following the closing of the merger, as described in more detail in the section entitled *The Merger: Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84;

with respect to Mr. Lindahl, the payment of a guaranteed minimum performance bonus under the retention agreement with Mr. Lindahl upon certain types of terminations of employment that occur following the effective time of the merger, as described in more detail in the section entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74;

the receipt of certain payments and benefits under the change in control severance agreements between CEB and each of Ms. Jones and Messrs. Lindahl, Lynn and Thune upon certain types of terminations of employment that occur in anticipation of or following the effective time of the merger, as described in more detail in the section entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74; and

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the entitlement to indemnification benefits in favor of CEB directors and executive officers and post-closing compensation and benefits, as described in more detail in the sections entitled *The Merger The Merger Agreement Insurance and Indemnification* beginning on page 93 and *The Merger The Merger Agreement Employee Benefit Matters* beginning on page 94.

Directors and Management Following the Merger (See page 69)

Upon consummation of the merger, the board of directors and executive officers of Gartner are expected to remain unchanged. For information on Gartner's current directors and executive officers, please see Gartner's proxy statement dated April 11, 2016 and Gartner's Form 8-K, filed on August 8, 2016. See *Where You Can Find More Information* beginning on page 132.

Regulatory Approvals Required for the Merger (See page 73)

To consummate the merger, Gartner and CEB must obtain certain approvals or consents from, or make filings with, the Antitrust Division of the Department of Justice, which we refer to as the DOJ, the Federal Trade Commission, which we refer to as the FTC and the German Federal Cartel Office, which we refer to as the Bundeskartellamt. For more information about regulatory approvals relating to the merger, see the sections entitled *The Merger Regulatory Approvals Required for the Merger*, beginning on page 73, *The Merger The Merger Agreement Other Covenants and Agreements*, beginning on page 93 and *The Merger The Merger Agreement Conditions to Consummation of the Merger*, beginning on page 85 of this proxy statement/prospectus. Although we expect that all regulatory clearances and approvals will be obtained, we cannot assure you that these clearances and approvals will be timely obtained or obtained under the terms of the merger agreement at all or that the granting of these clearances and approvals will not involve the imposition of additional conditions on the consummation of the merger, or require changes to the terms of the merger agreement. These conditions or changes could result in the conditions to the merger not being satisfied.

HSR Act

The merger is subject to the requirements of the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended, which we refer to as the HSR Act, which provides that certain transactions may not be completed until required information has been furnished to the DOJ and the FTC, and until certain waiting periods have been terminated or have expired or approval has been obtained. Each of Gartner and CEB filed a Pre-Merger Notification and Report Form under the HSR Act with the FTC and the DOJ in connection with the merger on January 9, 2017. On February 1, 2017, the FTC granted early termination of the waiting period under the HSR Act.

German ARC

The German Act Against Restraints of Competition of 1958, which we refer to as the German ARC, imposes a pre-merger notification requirement on all transactions that qualify as concentrations and meet certain specified financial thresholds, which the merger meets. Accordingly, consummation of the merger is conditional upon the merger being cleared by the Bundeskartellamt. Clearance can be granted explicitly or is also considered granted if, after a transaction has been notified, the applicable waiting periods expire without any decision by the Bundeskartellamt. Gartner notified the Bundeskartellamt of the proposed transaction to on January 19, 2017, and the parties anticipate receiving clearance on or before February 20, 2017.

Consummation of the Merger (See page 84)

We currently expect to consummate the merger in the second quarter of 2017, subject to receipt of required stockholder and regulatory approvals and to the satisfaction or waiver of the other closing conditions summarized

below.

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Conditions to Consummation of the Merger (See page 85)

As more fully described in this proxy statement/prospectus and in the merger agreement, the consummation of the merger depends on a number of conditions being satisfied or, where legally permissible, waived. These conditions include (i) receipt of the requisite approval of CEB stockholders, (ii) the approval for listing on the NYSE of the Gartner common stock to be issued as stock consideration in the merger, (iii) the expiration or early termination of the waiting period under the HSR Act, (iv) the termination or expiration of the waiting period under the German ARC, (v) the correctness of all representations and warranties made by the parties in the merger agreement and performance by the parties of their obligations under the merger agreement (subject in each case to certain materiality standards), (vi) the absence of certain specified material adverse effects on the parties to the merger, (vii) the effectiveness of this registration statement and (viii) the absence of any legal restraint preventing the consummation of the merger or that is reasonably likely to result in (A) a limitation on the ownership or operation by CEB, Gartner or any of their respective subsidiaries of any portion of the business, properties or assets of CEB, Gartner or any of their respective subsidiaries, (B) CEB, Gartner or any of their respective subsidiaries being compelled to dispose of or hold separate any portion of the business, properties or assets of CEB, Gartner or any of their respective subsidiaries, in each case as a result of the merger, (C) any prohibition or limitation on the ability of Gartner to acquire or hold, or exercise full right of ownership of, any shares of the capital stock of CEB's subsidiaries, including the right to vote or (D) any prohibition or limitation on Gartner effectively controlling the business or operations of CEB and its subsidiaries, subject to, in the case of clauses (A)-(D), the parties' obligations to sell, divest, license or otherwise dispose of capital stock, assets, rights, products or businesses of CEB or its subsidiaries and to submit to any other restrictions on the activities of CEB or its subsidiaries if necessary to obtain antitrust approval of the transaction, except that Gartner is not required, and CEB is not permitted without the prior written consent of Gartner, to take any action or accept any such conditions that, individually or in the aggregate, would involve assets or a business of Gartner, CEB or a combination thereof and would result in loss of revenues (as measured by revenues for the year ended December 31, 2016) in excess of \$125 million.

We cannot be certain when, or if, the conditions to the merger will be satisfied or waived, or that the merger will be consummated.

Termination of the Merger Agreement (See page 88)

Gartner and CEB may mutually agree to terminate the merger agreement before consummating the merger, even after adoption of the merger agreement by the CEB stockholders.

In addition, either Gartner or CEB may decide to terminate the merger agreement if:

the merger is not consummated by July 5, 2017, subject to one extension, up to three months, and possible further extensions, under certain circumstances, but no later than October 5, 2017;

a court or other governmental entity issues a final and nonappealable order prohibiting the merger or having certain material effects on one or more parties to the merger agreement;

CEB stockholders fail to adopt the merger agreement; or

the other party breaches the merger agreement in a way that would entitle the party seeking to terminate the agreement not to consummate the merger, subject to the right of the breaching party to cure the breach. Gartner may also terminate the merger agreement if, prior to obtaining the approval of the CEB stockholders required to consummate the merger, the CEB board withdraws, modifies in a manner adverse to Gartner or proposes publicly to withdraw or modify in a manner adverse to Gartner its approval or recommendation with respect to the merger agreement or approves, recommends or proposes publicly to approve or recommend any alternative takeover proposal with a third party.

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CEB may also terminate the merger agreement if, prior to obtaining the approval of the CEB stockholders required to consummate the merger, CEB has received a proposal for the acquisition of CEB by a third party and the CEB board has authorized CEB to enter into an acquisition agreement to consummate the acquisition of CEB by that third party and CEB pays concurrently or causes to be paid concurrently to Gartner (or its designee) the applicable termination fee as described below.

Expenses and Termination Fees (See page 89)

Generally, all fees and expenses incurred in connection with the merger and the transactions contemplated by the merger agreement will be paid by the party incurring those expenses. The merger agreement further provides that, upon termination of the merger agreement under certain circumstances, CEB may be obligated to pay Gartner a termination fee of up to \$99 million. In addition, under certain circumstances, Gartner may be obligated to pay CEB a reverse termination fee of \$125 million. See the section entitled *The Merger The Merger Agreement Expenses and Termination Fees* beginning on page 89 for a discussion of the circumstances under which CEB or Gartner will be required to pay a termination fee.

Accounting Treatment (See page 72)

The transaction will be accounted for in accordance with U.S. generally accepted accounting principles in the United States, which we refer to as U.S. GAAP. U.S. GAAP requires the merger to be accounted for using the acquisition accounting pursuant to which Gartner has been determined to be the acquirer for accounting purposes. As required under U.S. GAAP, Gartner will record CEB's tangible and identifiable intangible assets acquired and liabilities assumed based on their fair values at the acquisition date. The excess of consideration transferred (i.e. purchase price) over the fair value of net assets acquired will be recorded as goodwill. Goodwill is not amortized, but is tested for impairment at least annually or more frequently if circumstances indicate potential impairment. The operating results of CEB will be reported as part of the combined company beginning on the acquisition date. The final valuation of the tangible and identifiable intangible assets acquired and liabilities assumed has not yet been completed. The completion of the valuation upon consummation of the merger could result in significantly different amortization expenses and balance sheet classifications than those presented in the unaudited pro forma combined financial information included in this proxy statement/prospectus.

Appraisal Rights (See page 72)

Pursuant to Section 262 of the DGCL, CEB stockholders who comply with the applicable requirements of Section 262 of the DGCL and do not otherwise withdraw or lose the right to appraisal under Delaware law have the right to seek appraisal of the fair value of their shares of CEB common stock, as determined by the Delaware Court of Chancery, if the merger is consummated and if certain other statutory requirements described herein are met. The fair value of shares of CEB common stock as determined by the Delaware Court of Chancery may be more or less than, or the same as, the value of the merger consideration per share that CEB stockholders are otherwise entitled to receive under the terms of the merger agreement. CEB stockholders who do not consent to the adoption of the merger agreement and who wish to preserve their appraisal rights must so advise CEB by submitting a demand for appraisal that includes all the information required by Section 262 of the DGCL within the period prescribed by Section 262 of the DGCL after receiving this notice from CEB that appraisal rights are available to them, and must otherwise precisely follow the procedures prescribed by Section 262 of the DGCL. Failure to follow any of the statutory procedures set forth in Section 262 of the DGCL will result in the loss or waiver of appraisal rights under Delaware law. A person having a beneficial interest in shares of CEB common stock held of record in the name of another person, such as a broker, bank or other nominee, must act promptly to cause the record holder to follow the steps summarized in this proxy statement/prospectus and in a timely manner to demand and perfect appraisal rights. In view of the complexity of

Section 262 of the DGCL, CEB stockholders

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who may wish to pursue appraisal rights should consult their legal and financial advisors and carefully review the full text of Section 262 of the DGCL, as well as the section entitled *The Merger Appraisal Rights* beginning on page 72 of this proxy statement/prospectus.

The CEB Special Meeting (See page 36)

The special meeting of CEB stockholders is scheduled to be held at [__:__ A.M.], local time, on [], 2017 at 1919 North Lynn Street, Arlington, Virginia 22209. At the CEB special meeting stockholders of CEB will be asked:

to adopt the Agreement and Plan of Merger, dated as of January 5, 2017, among Gartner, Merger Sub and CEB, pursuant to which Merger Sub will be merged with and into CEB and each outstanding share of common stock of CEB will be converted into the right to receive, less any applicable withholding taxes, \$54.00 in cash, and 0.2284 of a share of Gartner common stock, with cash paid in lieu of fractional shares;

to approve an adjournment of the CEB special meeting, if necessary or appropriate, in the view of the CEB board, to solicit additional proxies in favor of the proposal to adopt the merger agreement if there are not sufficient votes at the time of such adjournment to adopt the merger agreement; and

to approve, on a non-binding advisory basis, the compensation to be paid to CEB's named executive officers that is based on or otherwise relates to the merger, discussed under the heading *The Merger Interests of CEB Directors and Executive Officers in the Merger Golden Parachute Compensation* beginning on page 78.

You may vote at the CEB special meeting if you owned common stock of CEB at the close of business on the record date, [], 2017. On that date there were [] shares of common stock of CEB outstanding and entitled to vote.

You may cast one vote for each share of common stock of CEB that you owned on the record date.

The affirmative vote of record holders of a majority of the outstanding shares of CEB common stock on the record date is required to adopt the merger agreement. The affirmative vote of record holders of a majority of the shares of CEB common stock voting affirmatively or negatively on the proposal present or represented by proxy at the CEB special meeting is required to approve each of the adjournment proposal and merger-related named executive officer compensation proposal.

As of the record date for the CEB's special meeting, the directors and executive officers of CEB as a group owned and were entitled to vote [] shares of CEB common stock, or approximately []% of the outstanding shares of the common stock of CEB on that date. CEB currently expects that its directors and executive officers will vote their shares in favor of adoption of the merger agreement, but, only the members of the CEB Board and Thomas L. Monahan III, CEB's Chief Executive Officer, Melody L. Jones, CEB's Chief Administrative Officer, and Richard S. Lindahl, CEB's Chief Financial Officer, have entered into an agreement obligating them to do so.

Voting Agreement (See page 97)

In connection with the execution of the merger agreement, CEB's Chief Executive Officer, Chief Administrative Officer and Chief Financial Officer, and each of the members of the CEB board, collectively referred to as the CEB

management stockholders, have entered into voting agreements, dated as of January 5, 2017. As of January 5, 2017, there were 210,603 shares, constituting approximately 1% of the outstanding CEB common stock, subject to the voting agreements.

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The CEB management stockholders have agreed in the voting agreements to vote all shares of CEB common stock owned by them (i) in favor of the adoption of the merger agreement and any action required in furtherance thereof, (ii) against approval of any proposal made in opposition to, in competition with, or that would result in a breach of the merger agreement or the merger or any other transactions contemplated by the merger agreement and (iii) against any of the following actions (excluding the merger with Gartner): (A) any other acquisition or business combination involving CEB or any of its subsidiaries; (B) any sale, lease or transfer of all or substantially all of the assets of CEB or any of its subsidiaries; (C) any reorganization, recapitalization, dissolution, liquidation or winding up of CEB or any of its subsidiaries; (D) any material change in the capitalization of CEB or any of its subsidiaries, or the corporate structure of CEB or any of its subsidiaries; (E) any proposal to acquire 20% or more of CEB's capital stock or assets; or (F) any other action that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone or discourage the merger with Gartner or any other transactions contemplated by the merger agreement with Gartner.

The voting agreement also prohibits the CEB management stockholders from disposing of and encumbering their shares and from taking certain other actions. The CEB management stockholders have waived their dissenters' rights with respect to the merger. For additional information on the voting agreement, see the section entitled *The Merger The Voting Agreement*.

Financing of the Merger and Indebtedness Following the Merger (See page 99)
Gartner's Obligations With Respect to the Debt Commitment Letter

In connection with the merger, Gartner entered into a debt commitment letter to obtain committed debt financing. See the section entitled *The Merger Financing of the Merger and Indebtedness Following the Merger* beginning on page 99. Under the debt commitment letter, JPMorgan Chase Bank, N.A., which we refer to as JPMorgan, Goldman Sachs Bank USA, which we refer to as Goldman Sachs, and Bank of America, N.A., Citizens Bank, N.A., PNC Bank, National Association, PNC Capital Markets LLC, SunTrust Bank, TD Bank, N.A., The Toronto-Dominion Bank, New York Branch, U.S. Bank National Association, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC, which we collectively refer to as the commitment parties, subject to the satisfaction or waiver of certain conditions as further specified in the debt commitment letter, have committed to provide debt financing for the purposes of funding (i) a portion of the cash consideration payable in connection with the merger, (ii) the repayment of certain existing indebtedness of CEB and its subsidiaries and (iii) related fees and expenses. Under the merger agreement, Gartner will use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, advisable or proper to:

arrange and consummate on a timely basis all of the terms and conditions (including flex provisions) applicable to Gartner and its subsidiaries set forth in the debt commitment letter;

maintain in effect the debt commitment letter and comply with its obligations and conditions thereunder;

negotiate and enter into definitive agreements on a timely basis on the terms and conditions (including flex provisions) contemplated by the debt commitment letter or otherwise no less favorable to Gartner;

satisfy (or have waived) all conditions and covenants applicable to Gartner that are within its control and otherwise comply in all material respects with its obligations under the debt commitment letter;

enforce all of its respective rights under the debt commitment letter; and

consummate the financing at or prior to the date on which the closing of the merger occurs to the extent the proceeds thereof are needed to fund the transactions contemplated by the merger agreement.

Gartner has also agreed to keep CEB reasonably informed of the status of its efforts to arrange the financing. In the event any funds in the amounts set forth in the debt commitment letter become unavailable on the terms

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and conditions contemplated in the debt commitment letter, Gartner is required to use its reasonable best efforts to arrange and obtain alternative financing from alternative sources on terms and subject to conditions that are not materially less favorable, taken as a whole (including flex provisions), to Gartner. Gartner's obligation to consummate the merger is not subject to any financing condition.

CEB has agreed to use its reasonable best efforts to provide Gartner with certain cooperation reasonably requested by Gartner, as more fully set forth in the merger agreement, in connection with arranging, obtaining and syndicating the financing. In addition, CEB has agreed that Gartner is entitled to a 15 business day marketing period for the debt financing prior to the consummation of the merger.

Gartner has agreed to indemnify and hold harmless CEB and any of its subsidiaries or their respective representatives from and against any costs suffered or incurred by them in connection with the arrangement of financing and any information utilized in connection therewith. Gartner has also agreed to reimburse CEB for reasonable out-of-pocket costs and expenses incurred in connection with CEB's cooperation with the financing.

Risk Factors

Before voting at the CEB special meeting, you should carefully consider all of the information contained in, or incorporated by reference into, this proxy statement/prospectus, as well as the specific factors under the heading *Risk Factors* beginning on page 19.

Recent Developments

Gartner Earnings Release

On February 2, 2017, Gartner issued a press release announcing its financial results for the three- and twelve- month periods ended December 31, 2016, as well as a consolidated financial summary for such periods. The press release and the consolidated financial summary were included as an exhibit to the Current Report on Form 8-K furnished by Gartner on February 2, 2017.

Gartner's audited consolidated financial statements for the three- and twelve- month periods ended December 31, 2016 are not yet available. Accordingly, the financial results presented below are preliminary and subject to the completion of Gartner's financial closing procedures and any adjustments that may result from the completion of the review of its consolidated financial statements. As a result, these preliminary results may differ from the actual results that will be reflected in Gartner's consolidated financial statements for the quarter and fiscal year when they are completed and publicly disclosed. These preliminary results may change and those changes may be material.

Gartner's expectations with respect to its unaudited results for the period discussed below are based upon management estimates and are the responsibility of management. Gartner's independent registered public accounting firm has not audited, reviewed or performed any procedures with respect to these preliminary results and, accordingly, does not express an opinion or any other form of assurance about them.

Gartner reported the following financial results:

For the three months ended December 31, 2016, total revenue was \$703.2 million, an increase of 9% over the three months ended December 31, 2015. Excluding the impact of foreign exchange, revenues increased

10% in the three months ended December 31, 2016. For the three months ended December 31, 2016, net income was \$66.5 million.

For the twelve months ended December 31, 2016, total revenue was \$2.44 billion, an increase of 13% over the twelve months ended December 31, 2015 as reported and 14% adjusted for the foreign exchange impact. Net income was \$193.6 million in the twelve months ended December 31, 2016, an increase of 10% compared to the twelve months ended December 31, 2015.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF GARTNER**

The following tables set forth selected historical consolidated financial data for Gartner. The selected statement of operations data for the nine months ended September 30, 2016 and 2015 and the selected balance sheet data as of September 30, 2016 have been derived from Gartner's unaudited interim consolidated financial statements incorporated by reference in this proxy statement/prospectus. Gartner's selected balance sheet data as of September 30, 2015 has been derived from Gartner's unaudited consolidated financial statements not included or incorporated by reference in this proxy statement/prospectus. Gartner's unaudited interim consolidated financial statements have been prepared on the same basis as Gartner's audited consolidated financial statements and, in the opinion of Gartner's management, include all adjustments considered necessary for a fair presentation of the financial information set forth in those statements. The selected statement of operations data for the years ended December 31, 2015, 2014 and 2013 and the selected balance sheet data as of December 31, 2015 and 2014 have been derived from Gartner's audited consolidated financial statements incorporated by reference in this proxy statement/prospectus. The selected statement of operations data for the years ended December 31, 2012 and 2011 and the selected balance sheet data as of December 31, 2013, 2012 and 2011 have been derived from Gartner's audited consolidated financial statements not included or incorporated by reference in this proxy statement/prospectus. The following information should be read together with Gartner's consolidated financial statements, the notes related thereto and management's related reports on Gartner's financial condition and performance incorporated by reference in this proxy statement/prospectus. See the section of this proxy statement/prospectus entitled *Where You Can Find More Information* beginning on page 132. Gartner's historical results for any prior period and Gartner's operating results for the nine months ended September 30, 2016 are not necessarily indicative of the results to be expected for any future period.

Consolidated Statement of Operations Data:

in thousands, except per share data)	Nine Months Ended		Years Ended December 31,				
	September 30, 2016	2015	2015	2014	2013	2012	2011
	(unaudited)						
Revenues:							
Research	\$ 1,350,943	\$ 1,162,987	\$ 1,583,486	\$ 1,445,338	\$ 1,271,011	\$ 1,137,147	\$ 1,012,062
Consulting	258,090	239,814	327,735	348,396	314,257	304,893	308,047
Events	132,290	116,487	251,835	227,707	198,945	173,768	148,479
Total revenues	1,741,323	1,519,288	2,163,056	2,021,441	1,784,213	1,615,808	1,468,588
Operating income	196,454	186,376	287,997	286,162	275,492	245,707	214,062
Net income	\$ 127,097	\$ 109,872	\$ 175,635	\$ 183,766	\$ 182,801	\$ 165,903	\$ 136,902
Per Share Data:							
Basic income per share	\$ 1.54	\$ 1.30	\$ 2.09	\$ 2.06	\$ 1.97	\$ 1.78	\$ 1.43
Diluted income per share	\$ 1.52	\$ 1.29	\$ 2.06	\$ 2.03	\$ 1.93	\$ 1.73	\$ 1.39
Weighted average shares outstanding:							
Basic	82,549	84,244	83,852	89,337	93,015	93,444	96,019
Diluted	83,761	85,435	85,056	90,719	94,830	95,842	98,846

Table of Contents**Consolidated Balance Sheet Data:**

(In thousands)	Nine Months Ended		Years Ended December 31,				
	September 30, 2016 (unaudited)	2015	2015	2014	2013	2012	2011
Assets:							
Current assets:							
Cash and cash equivalents	\$ 465,734	\$ 371,244	\$ 372,976	\$ 365,302	\$ 423,990	\$ 299,852	\$ 142,739
Fees receivable, net	560,202	482,302	580,763	552,107	490,923	463,968	421,033
Deferred commissions	112,697	93,792	124,831	115,381	106,287	87,933	78,492
Prepaid expenses and other current assets	107,316	114,061	62,427	63,868	63,682	75,713	63,521
Total current assets	1,245,949	1,061,399	1,140,997	1,096,658	1,084,882	927,466	705,785
Property, equipment and leasehold improvements, net	118,789	109,557	108,733	97,990	91,759	89,089	68,132
Goodwill	742,926	723,950	715,359	586,665	519,203	519,506	508,550
Intangible assets, net	81,769	96,174	96,544	30,689	6,107	11,821	7,060
Other assets	88,307	100,462	113,053	92,349	81,631	73,395	90,345
Total assets	\$ 2,277,740	\$ 2,091,542	\$ 2,174,686	\$ 1,904,351	\$ 1,783,582	\$ 1,621,277	\$ 1,379,872
Liabilities and Stockholders Equity							
Current liabilities							
Accounts payable and accrued liabilities	\$ 348,429	\$ 290,044	\$ 387,691	\$ 353,761	\$ 325,059	\$ 287,763	\$ 259,490
Deferred revenues	1,028,995	925,056	900,801	841,457	766,114	692,237	611,647
Current portion of long term debt	40,000	20,000	35,000	20,000	68,750	90,000	50,000
Total current liabilities	1,417,424	1,235,100	1,323,492	1,215,218	1,159,923	1,070,000	921,137
Long term debt	696,405	820,000	790,000	385,000	136,250	115,000	150,000
Other liabilities	174,409	196,031	193,594	142,962	126,093	129,604	126,951

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Total liabilities	2,288,238	2,251,131	2,307,086	1,743,180	1,422,266	1,314,604	1,198,088
Total stockholders (deficit) equity	(10,498)	(159,589)	(132,400)	161,171	361,316	306,673	181,784
Total liabilities and stockholders equity	\$2,277,740	\$2,091,542	\$2,174,686	\$1,904,351	\$1,783,582	\$1,621,277	\$1,379,872

The following items impact the comparability and presentation of Gartner's consolidated financial data:

In 2015, Gartner repurchased 6.2 million of its common shares. Gartner also repurchased 5.9 million, 3.4 million, 2.7 million and 5.9 million of its common shares in 2014, 2013, 2012 and 2011, respectively. Gartner used \$509.0 million, \$432.0 million, \$181.7 million, \$111.3 million and \$212.0 million in cash for share repurchases in 2015, 2014, 2013, 2012 and 2011, respectively.

In 2015 and 2014, Gartner acquired other businesses and recorded \$26.2 million and \$21.9 million, respectively, in pre-tax acquisition and integration charges. The operating results of these businesses, which were not material, were included in Gartner's consolidated financial results beginning on their respective acquisition dates. Gartner used \$196.2 million and \$124.3 million in cash for business acquisitions in 2015 and 2014, respectively.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF CEB**

The following tables set forth selected consolidated financial information for CEB. The selected statement of operations data for the nine months ended September 30, 2016 and 2015 and the selected balance sheet data as of September 30, 2016 have been derived from CEB's unaudited interim consolidated financial statements incorporated by reference in this proxy statement/prospectus. CEB's selected balance sheet data as of September 30, 2015 have been derived from CEB's unaudited consolidated financial statements not included or incorporated by reference in this proxy statement/prospectus. CEB's unaudited interim consolidated financial statements have been prepared on the same basis as CEB's audited consolidated financial statements and, in the opinion of CEB's management, include all adjustments considered necessary for a fair presentation of the interim September 30 financial information. The selected statement of operations data for the years ended December 31, 2015, 2014 and 2013 and the selected balance sheet data as of December 31, 2015 and 2014 have been derived from CEB's audited consolidated financial statements, incorporated by reference in this proxy statement/prospectus. The selected statement of operations data for the years ended December 31, 2012 and 2011 and the selected balance sheet data as of December 31, 2013, 2012 and 2011 have been derived from CEB's audited consolidated financial statements not included or incorporated by reference in this proxy statement/prospectus. The following information should be read together with CEB's consolidated financial statements, the notes related thereto and management's related reports on CEB's financial condition and performance incorporated by reference in this proxy statement/prospectus. See the section of this proxy statement/prospectus entitled *Where You Can Find More Information* beginning on page 132. CEB's historical results for any prior period and CEB's operating results for the nine months ended September 30, 2016 are not necessarily indicative of the results to be expected for any future period.

Consolidated Statements of Operations Data

	Nine Months Ended		Year Ended December 31,				2011
	September 30, 2016	2015	2015	2014	2013	2012 (1)	
	(In thousands, except per share amounts)						
	(unaudited)						
Revenue							
CEB segment	\$ 553,869	\$ 539,086	\$ 731,834	\$ 701,573	\$ 634,302	\$ 564,062	\$ 484,663
CEB Talent Assessment segment	141,776	146,413	196,600	207,401	185,751	58,592	
Total revenue	695,645	685,499	928,434	908,974	820,053	622,654	484,663
Operating profit (loss)							
CEB segment (2)	64,211	111,569	147,210	98,108	103,322	97,013	96,485
CEB Talent Assessment segment	(15,946)	677	(8,048)	(4,463)	(12,609)	(12,345)	
Total operating profit	48,265	112,246	139,162	93,645	90,713	84,668	96,485
Other (expense) income, net							
Interest expense	(21,243)	(14,909)	(20,636)	(18,410)	(22,586)	(11,882)	(550)
Debt modification costs	(1,656)	(4,775)	(4,775)		(6,691)		
Gain on cost method investment				6,585			

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Interest income and other	4,692	3,529	3,781	10,030	(998)	1,834	372
Other (expense) income, net	(18,207)	(16,155)	(21,630)	(1,795)	(30,275)	(10,048)	(178)
Income from continuing operations before provision for income taxes	30,058	96,091	117,532	91,850	60,438	74,620	96,307
Provision for income taxes	10,261	21,820	25,004	40,678	28,467	37,569	38,860
Income from continuing operations	19,797	74,271	92,528	51,172	31,971	37,051	57,447
Loss from discontinued operations, net of tax (3)							(4,792)
Net income	\$ 19,797	\$ 74,271	\$ 92,528	\$ 51,172	\$ 31,971	\$ 37,051	\$ 52,655
Basic earnings (loss) per share	\$ 0.61	\$ 2.22	\$ 2.77	\$ 1.52	\$ 0.95	\$ 1.11	\$ 1.55
Continuing operations	\$ 0.61	\$ 2.22	\$ 2.77	\$ 1.52	\$ 0.95	\$ 1.11	\$ 1.69
Discontinued operations							(0.14)
Diluted earnings (loss) per share	\$ 0.61	\$ 2.20	\$ 2.75	\$ 1.50	\$ 0.94	\$ 1.10	\$ 1.53
Continuing operations	\$ 0.61	\$ 2.20	\$ 2.75	\$ 1.50	\$ 0.94	\$ 1.10	\$ 1.67
Discontinued operations							(0.14)
Weighted average shares outstanding							
Basic	32,348	33,473	33,367	33,666	33,543	33,462	34,071
Diluted	32,581	33,779	33,672	34,039	33,943	33,821	34,419
Cash dividends declared and paid per common share	\$ 1.238	\$ 1.125	\$ 1.50	\$ 1.05	\$ 0.90	\$ 0.70	\$ 0.60

Table of Contents**Consolidated Balance Sheet Data**

	September 30,		December 31,				
	2016	2015	2015	2014	2013	2012	2011
	(unaudited)		(In thousands)				
Cash and cash equivalents and marketable securities	\$ 135,821	\$ 121,429	\$ 113,329	\$ 114,934	\$ 119,554	\$ 72,699	\$ 143,945
Total assets (4)	\$ 1,467,419	\$ 1,269,002	\$ 1,338,552	\$ 1,347,972	\$ 1,391,317	\$ 1,301,569	\$ 533,692
Deferred revenue	\$ 406,109	\$ 395,105	\$ 449,694	\$ 452,679	\$ 416,367	\$ 365,747	\$ 284,935
Debt long term (4)	\$ 878,414	\$ 532,382	\$ 556,418	\$ 485,094	\$ 498,948	\$ 517,511	\$
Total stockholders (deficit) equity	\$ (85,768)	\$ 66,395	\$ 43,677	\$ 86,137	\$ 139,742	\$ 115,502	\$ 79,564

(1) CEB acquired 100% of the equity interests of SHL Group Holdings 1 on August 2, 2012.

(2) Includes a \$39.7 million and \$22.6 million impairment loss for Personnel Decisions Research Institutes, LLC (PDRI) in 2014 and 2013, respectively.

(3) Loss from discontinued operations includes the operating results for Toolbox.com, which was sold in December 2011.

(4) In 2015, CEB early adopted ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs* and ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. Accordingly, prior year amounts were retrospectively adjusted to conform to the current year presentation.

Table of Contents**COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION**

Gartner common stock trades on the NYSE under the symbol IT, and CEB common stock trades on the NYSE under the symbol CEB.

Comparative Per Share Market Price Information

The following table presents the closing prices of CEB common stock and Gartner common stock on January 4, 2017, the last trading day before the public announcement of the merger agreement, and [], 2017, the last practicable trading day prior to the mailing of this proxy statement/prospectus. The table also shows the estimated value of the per share consideration for each share of CEB common stock on the relevant date.

Date	CEB Closing Price	Gartner Closing Price	Exchange Ratio	Estimated Value of the Per Share Consideration (1)
January 4, 2017	\$ 61.90	\$ 101.79	0.2284	\$ 77.25
[], 2017	\$ []	\$ []	0.2284	\$ []

- (1) The implied value of the per share consideration for each share of CEB common stock represents the sum of \$54.00, the cash portion of the merger consideration, plus the implied value of the stock portion of the merger consideration, based on the closing prices of Gartner common stock of \$101.79 on January 4, 2017 and \$[] on [], 2017.

The above table shows only historical comparisons. The market price of CEB common stock and Gartner common stock will fluctuate prior to the CEB special meeting and before consummation of the merger, which will affect the implied value of the stock portion of the merger consideration paid to the CEB stockholders. These comparisons may not provide meaningful information to CEB stockholders in determining whether to adopt the merger agreement. CEB stockholders are urged to obtain current market quotations for Gartner common stock and CEB common stock and to review carefully the other information contained in, or incorporated by reference into, this proxy statement/prospectus in considering whether to adopt the merger agreement. See the section entitled *Where You Can Find More Information* beginning on page 132 of this proxy statement/prospectus.

Table of Contents**Comparative Stock Prices and Dividends**

The following table sets forth, for the respective periods of Gartner and CEB indicated, the high and low sale prices per share of Gartner common stock and CEB common stock as reported by the NYSE and cash dividends declared and paid. CEB has historically paid a quarterly dividend on its common stock. Future cash dividends paid by CEB, if any, are subject to the sole discretion of the CEB board. Notwithstanding the foregoing, under the terms of the merger agreement, during the period before the closing of the merger, CEB is prohibited from paying any dividends other than its ordinary course quarterly dividends in accordance with past practice. Gartner has not historically paid any dividends on common stock, and Gartner does not presently anticipate paying any dividends on its common stock in the foreseeable future. Gartner's existing credit facility contains a negative covenant that limits its ability to pay dividends.

	Gartner		Dividends Declared and Paid	CEB		Dividends Declared and Paid
	High	Low		High	Low	
Year Ended December 31, 2016						
Quarter ended December 31, 2016	\$ 105.45	\$ 84.54		\$ 61.36	\$ 47.33	\$ 0.4125
Quarter ended September 30, 2016	100.74	87.86		67.84	52.69	0.4125
Quarter ended June 30, 2016	103.00	86.17		66.80	56.88	0.4125
Quarter ended March 31, 2016	89.73	77.80		64.97	49.27	0.4125
Year Ended December 31, 2015						
Quarter ended December 31, 2015	\$ 94.82	\$ 81.52		\$ 78.21	\$ 58.63	\$ 0.3750
Quarter ended September 30, 2015	92.46	79.93		91.57	67.58	0.3750
Quarter ended June 30, 2015	89.10	82.35		90.54	78.78	0.3750
Quarter ended March 31, 2015	86.28	74.39		81.12	66.69	0.3750
Year Ended December 31, 2014						
Quarter ended December 31, 2014	\$ 87.58	\$ 71.22		\$ 75.85	\$ 57.58	\$ 0.2625
Quarter ended September 30, 2014	76.82	67.83		70.40	59.85	0.2625
Quarter ended June 30, 2014	75.61	65.55		76.14	61.75	0.2625
Quarter ended March 31, 2014	73.53	61.28		81.00	65.14	0.2625
Year Ended December 31, 2013						
Quarter ended December 31, 2013	\$ 71.49	\$ 57.19		\$ 78.59	\$ 69.15	\$ 0.225
Quarter ended September 30, 2013	63.00	55.75		73.74	63.12	0.225
Quarter ended June 30, 2013	59.09	53.01		63.84	54.00	0.225
Quarter ended March 31, 2013	54.52	46.52		59.18	47.77	0.225

Table of Contents**COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE INFORMATION**

The following table sets forth selected per share information for (i) Gartner and CEB on a historical basis, (ii) the consolidated company on a pro forma basis giving effect to the merger and (iii) CEB on a pro forma equivalent basis based on the exchange ratio of 0.2284 shares of Gartner common stock in exchange for each share of CEB common stock. This information should be read in conjunction with the audited consolidated financial statements of Gartner and CEB for the year ended December 31, 2015 and the unaudited condensed consolidated financial statements of Gartner and CEB for the nine months ended September 30, 2016 incorporated by reference in this proxy statement/prospectus.

The unaudited pro forma consolidated per share information has been prepared as though the transaction had been completed as of January 1, 2015 for net income per share purposes, and on September 30, 2016 for book value per share purposes. This information is presented for informational purposes only and is not intended to represent or to be indicative of the actual operating results or financial position that would have resulted if the transaction had been completed at the beginning of the earliest period presented or financial position if the transaction had been completed on September 30, 2016, nor is it necessarily indicative of the future operating results or financial position of the combined company.

	Nine Months Ended September 30, 2016			
	Gartner Historical	CEB Historical	Pro Forma	Pro Forma Equivalent(3)
Net income per common share (basic)(1)	\$ 1.54	\$ 0.61	\$ 0.24	\$ 0.05
Net income per common share (diluted)(1)	1.52	0.61	0.24	0.05
Cash dividends per share				
Book value per share at period end(2)	(0.13)	(2.66)	7.55	1.72

	Year Ended December 31, 2015			
	Gartner Historical	CEB Historical	Pro Forma	Pro Forma Equivalent(3)
Net income per common share (basic)(1)	\$ 2.09	\$ 2.77	\$ 0.87	\$ 0.20
Net income per common share (diluted)(1)	2.06	2.75	0.86	0.20
Cash dividends per share				
Book value per share at period end(2)	(1.61)	1.33	N/A	N/A

- (1) The shares used to calculate unaudited pro forma basic income per share are based on the sum of (i) Gartner's historical basic weighted average common shares outstanding for each period presented and (ii) approximately 7.4 million new shares of Gartner common stock to be issued as part of the merger, which is calculated as 32.5 million shares of CEB common stock outstanding as September 30, 2016, multiplied by the exchange ratio of 0.2284. The shares used to calculate unaudited pro forma diluted earnings per share are based on the sum of (i) Gartner's historical diluted weighted average common shares outstanding for each period presented and (ii)

approximately 7.4 million new shares of Gartner common stock to be issued as part of the merger, which is calculated as 32.5 million shares of CEB common stock outstanding as of September 30, 2016, multiplied by the exchange ratio of 0.2284.

- (2) Historical book value per share is computed by dividing stockholders' (deficit) equity by the number of Gartner or CEB common shares outstanding. Pro forma book value per share is computed by dividing pro forma stockholders' (deficit) equity by the pro forma number of common shares outstanding.
- (3) The pro forma equivalent per share data was calculated by multiplying the unaudited pro forma consolidated per share data by the exchange ratio of 0.2284.

Table of Contents**RISK FACTORS**

*In addition to the other information included and incorporated by reference into this proxy statement/prospectus, including the matters addressed in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 32, you should carefully consider the following risks before deciding whether to vote for adoption of the merger agreement. In addition, you should read and consider the risks associated with each of the businesses of Gartner and CEB because these risks will also affect the combined company. A description of these risks can be found in the Annual Reports on Form 10-K for the fiscal year ended December 31, 2015 for each of Gartner and CEB, as updated by any subsequent Quarterly Reports on Form 10-Q, all of which are filed with the SEC and incorporated by reference into this proxy statement/prospectus. You should also read and consider the other information in this proxy statement/prospectus and the other documents incorporated by reference into this proxy statement/prospectus. See **Where You Can Find More Information** beginning on page 132.*

Risk Factors Relating to the Merger

The value of the stock portion of the merger consideration that CEB stockholders receive in the merger will fluctuate over time and be more or less than its value on the date of the CEB special meeting.

At the time the merger is consummated, each issued and outstanding share of CEB common stock (except for (i) shares of CEB common stock as to which the holders thereof have not voted in favor of the merger or consented thereto in writing and have demanded appraisal for such shares in accordance with Section 262 of the DGCL and have not effectively withdrawn or lost their rights to appraisal and (ii) shares of CEB common stock owned by CEB as treasury stock or owned by Gartner or Merger Sub) will be converted into the right to receive, less any applicable withholding taxes, (a) \$54.00 in cash and (b) 0.2284 of a share of Gartner common stock. Cash will be paid in lieu of any fraction shares of Gartner common stock.

Time will elapse between each of the date of this proxy statement/prospectus, the date on which CEB stockholders vote to adopt the merger agreement at the CEB special meeting and the date on which CEB stockholders are entitled to receive the per share stock consideration in the form of CEB common stock or the per share cash consideration in the form of cash from Gartner. The respective market value of Gartner and CEB's common stock may fluctuate during any or all of these periods as a result of a variety of factors, including general market and economic conditions, changes in Gartner's or CEB's businesses, operations and prospects, catastrophic events, both natural and man-made, and regulatory considerations. Many of these factors are outside the control of CEB and Gartner. There will be no adjustment to the exchange ratio of the per share stock consideration (except for adjustments to reflect the effect of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares or other like changes with respect to the Gartner common stock) and the parties do not have a right to terminate the merger agreement based upon changes in the market price of the Gartner common stock. Consequently, at the time CEB stockholders must decide whether to adopt the merger agreement, they will not know the market price of the Gartner common stock they will receive and the market price of the CEB common stock they will surrender when the merger is actually consummated. The value of the Gartner common stock received by CEB stockholders will depend on the market price of the Gartner common stock at that time, and the value of the CEB common stock surrendered by CEB stockholders will depend on the market price of the CEB common stock at that time.

Gartner common stock received by CEB stockholders as a result of the merger will have different rights from shares of CEB common stock.

Following the consummation of the merger, CEB stockholders will no longer be stockholders of CEB and will become stockholders of Gartner. There are some differences between the current rights of CEB stockholders and the

rights to which such stockholders will be entitled as stockholders of Gartner. See the section of this proxy statement/prospectus entitled *Comparison of Stockholders Rights* beginning on page 117 for a discussion of the different rights associated with the Gartner common stock.

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The consummation of the merger is subject to the receipt of consents and approvals from government entities, which may impose conditions that could have a material adverse effect on Gartner or CEB or could cause either Gartner or CEB to abandon the merger.

The governmental and regulatory agencies from which Gartner and CEB will seek approvals have broad discretion in administering the applicable government regulations. Gartner and CEB are unable to consummate the merger until after the applicable waiting period under the HSR Act expires or terminates. In addition, Gartner and CEB are required to provide notification of the merger to the Bundeskartellamt in Germany pursuant to the German ARC. Regulatory entities may oppose the merger or impose certain requirements, limitations or obligations or require divestitures or place restrictions on the conduct of Gartner's and CEB's businesses as conditions for their approval or in connection with their review. The regulatory clearances and approvals of the merger may not be obtained on a timely basis or at all, and such clearances and approvals may include conditions that could be detrimental or result in the abandonment of the merger.

The merger agreement may require Gartner to accept conditions from these regulators that could materially adversely affect Gartner after the consummation of the merger without either of Gartner or CEB having the right to refuse to close the merger on the basis of those regulatory conditions, except that Gartner is not required, and CEB is not permitted without the prior written consent of Gartner, to take any action or accept any such conditions that, individually or in the aggregate, would involve assets or a business of Gartner, CEB, or a combination thereof and would result in loss of revenues (as measured by revenues for the year ended December 31, 2016) in excess of \$125 million. Neither Gartner nor CEB can provide any assurance that they will obtain the necessary approvals or that any required conditions will not have a material adverse effect on Gartner following the consummation of the merger. In addition, Gartner and CEB can provide no assurance that these conditions will not result in the abandonment of the merger. See the sections of this proxy statement/prospectus entitled *The Merger Regulatory Approvals Required for the Merger* beginning on page 73 and *The Merger The Merger Agreement Conditions to Consummation of the Merger* beginning on page 85.

Any delay in the consummation of the merger for regulatory reasons could diminish the anticipated benefits of the merger or result in additional transaction costs. Any uncertainty over the ability to consummate the merger could make it more difficult for Gartner or CEB to maintain or pursue particular business strategies. Conditions imposed by regulatory agencies in connection with their approval of the merger may restrict Gartner's ability to modify the operations of Gartner's business in response to changing circumstances for a period of time after the consummation of the merger or Gartner's ability to expend cash for other uses or otherwise have a material adverse effect on, or delay, the anticipated benefits of the merger, thereby materially adversely affecting the business, financial condition or results of operations of the combined company.

Gartner may not be able to obtain its preferred form of financing to consummate the merger, and the terms of the financing may be less favorable to Gartner than expected, depending on market conditions.

There is no financing condition under the merger agreement, which means that if the conditions to closing are otherwise satisfied or waived, Gartner is obligated to consummate the merger whether or not it has sufficient funds to pay the consideration under the merger agreement. Gartner currently intends to finance the cash portion of the merger consideration, repay and redeem certain outstanding indebtedness of CEB and its subsidiaries and pay related fees and expenses in connection with the merger using a combination of new term loans, proceeds from the issuance of debt securities (or, to extent such debt securities are not issued, borrowings under a high-yield bridge credit facility), borrowings under a 364-day credit facility, borrowings under Gartner's existing revolving credit facility and cash on hand. Although Gartner has obtained debt commitments from certain lenders in connection with its financing plan, such commitment is subject to a number of conditions and Gartner cannot provide any assurances that it will be able

to close the financing as anticipated. In addition, although the debt commitment letter for the financing specifies a number of terms for the different facilities, Gartner retains some exposure to changes in pricing and other terms based on market conditions at the time the financing is consummated, which could result in less favorable terms for the financing than expected. The terms of the

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expected issuance of debt securities are not committed, and the pricing and terms of such debt securities may be less favorable than expected. If terms for the debt financing are less favorable than expected, financing costs could increase, potentially significantly, and Gartner's financing or operating flexibility may be constrained. In addition, the short tenor of the 364-day credit facility, together with duration fees, pricing step-ups and other terms of the 364-day credit facility and high-yield bridge credit facility (if drawn), provide significant economic incentive for Gartner to refinance those facilities, which could result in Gartner accessing the market at a less favorable time than it would otherwise choose.

If Gartner cannot close on any element of its financing plan, it will need to pursue other financing options, which may result in less favorable financing terms that could increase costs and/or materially adversely affect the credit rating or financing and operating flexibility of the combined company. See the section entitled *The Merger Financing of the Merger and Indebtedness Following the Merger*, beginning on page 99 of this proxy statement/prospectus.

Failure to consummate the merger could materially adversely affect the future business, financial results and stock price of CEB, as well as the stock price of Gartner.

If the merger is not consummated, the ongoing business of CEB may be materially adversely affected and CEB will be subject to several risks, including the following:

having to pay certain costs relating to the proposed merger, such as legal, accounting, financial advisory, filing, printing and mailing fees, which must be paid regardless of whether the merger is consummated;

having to restart the process of finding a successor to the current chief executive officer of CEB, who has announced his intention to step down (and possibly without candidates who had been identified by the CEB board as finalists, as they may have accepted other positions or may no longer be interested in the opportunity);

addressing the retention of its chief executive officer and possibly other senior executives for an additional period of time, to allow for the restart and completion of a new CEO search process, which is likely to impose additional (possibly material) costs to CEB and may not be successful;

addressing any loss of personnel and/or customers that may have occurred since the announcement of the signing of the merger agreement, as a result of such personnel or customers believing that CEB would not be continuing as a stand-alone business;

addressing the consequences of operational decisions made since the signing of the merger agreement either because of restrictions on CEB's operations imposed by the terms of the merger agreement or in light of the expectation that the merger would be consummated, including decisions to delay or defer capital expenditures, new or revised operating, marketing or sales plans and strategies, introduction of new products and services and acquisition, joint venture and other strategic business opportunities; and

returning the focus of CEB management and personnel to operating CEB on a stand-alone basis, without any of the benefits expected to have been provided by the consummation of the merger.

In addition to the above risks, CEB may be required, under certain circumstances, to pay Gartner a termination fee of up to \$99 million, which may materially adversely affect CEB's financial condition.

If the merger is not consummated, CEB cannot assure its stockholders that these risks will not materialize and will not materially adversely affect its business, financial results and stock price.

Failure to consummate the merger could also materially adversely affect the stock prices of Gartner and CEB to the extent the current market prices reflect a market premium based on the assumption that the merger will be consummated.

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The merger agreement contains provisions that could discourage a potential competing acquirer of CEB or could result in any competing proposal being at a lower price than it might otherwise be.

During the transaction solicitation period, CEB is permitted to solicit, initiate and engage in negotiations with any third party in connection with or in response to a competing takeover proposal and, following the transaction solicitation period, CEB is permitted to continue negotiating with any third party that made an acquisition proposal during the transaction solicitation period for an additional 35 days. The merger agreement contains no shop provisions that, subject to certain exceptions, restrict CEB's ability to solicit, encourage, facilitate or discuss competing third-party proposals to acquire all or a significant part of CEB following the periods described in the preceding sentence. Further, even if the CEB board withdraws or qualifies its recommendation in favor of adopting the merger agreement, CEB will still be required to submit the matter to a vote of its stockholders at the CEB special meeting. In addition, Gartner generally has an opportunity to offer to modify the terms of the proposed merger in response to any competing acquisition proposal that may be made before the CEB board may withdraw or qualify its recommendation. Under certain circumstances upon termination of the merger agreement, CEB may be required to pay Gartner a termination fee of up to \$99 million. See *The Merger*, *The Merger Agreement*, *No Solicitation of Alternative Proposals* beginning on page 88, *Termination of the Merger Agreement* beginning on page 88 and *Expenses and Termination Fees* beginning on page 89 of this proxy statement/prospectus.

These provisions could discourage a potential competing acquirer that might have an interest in acquiring all or a significant part of CEB from considering or proposing that acquisition, even if it were prepared to pay consideration with a higher per share cash or market value than that market value proposed to be received or realized in the merger, or might result in a potential competing acquirer proposing to pay a lower price than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable in certain circumstances.

The pendency of the merger could materially adversely affect the business, financial condition, results of operations or cash flows of Gartner and CEB.

In connection with the pending merger, some customers or vendors of each of Gartner and CEB may delay or defer decisions on continuing or expanding their business dealings with the companies, which could materially adversely affect the revenues, earnings, cash flows and expenses of Gartner and CEB, regardless of whether the merger is consummated. Similarly, current and prospective employees of Gartner and CEB may experience uncertainty about their future roles with Gartner following the consummation of the merger, which may materially adversely affect the ability of each of Gartner and CEB to attract, retain and motivate key personnel during the pendency of the merger and which may materially adversely divert attention from the daily activities of Gartner's and CEB's existing employees. In addition, due to operating covenants in the merger agreement, CEB may be unable, during the pendency of the merger, to pursue strategic transactions, undertake significant capital projects, undertake certain significant financing transactions and otherwise pursue other actions that are not in the ordinary course of business, even if such actions would prove beneficial. Further, the merger may give rise to potential liabilities, including those that may result from future shareholder lawsuits relating to the merger. Any of these matters could materially adversely affect the businesses, financial condition, results of operations and cash flows of Gartner and CEB.

The consummation of the merger is subject to a number of conditions and if these conditions are not satisfied or waived, the merger will not be consummated.

The proposed acquisition of CEB by Gartner, pursuant to the merger agreement, is subject to a number of conditions that must be satisfied prior to the consummation of the merger and may not occur, even with stockholder approval. Should the merger fail to close for any reason, CEB's business, financial condition, results of operations and cash flows may be materially adversely affected. In addition to the regulatory conditions discussed above, the closing

conditions under the merger agreement include, among others:

adoption of the merger agreement by an affirmative majority vote of the outstanding shares of CEB common stock;

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the effectiveness of the registration statement of which this proxy statement/prospectus forms a part;

the approval for listing by the NYSE, subject to official notice of issuance, of the Gartner common stock issuable to CEB stockholders in the merger;

the termination or expiration of any applicable waiting period under the HSR Act;

the termination or expiration of the waiting period under German competition laws; and

no applicable law, no legal restraint or prohibition, and no binding order or determination by any governmental entity shall be in effect that prevents, makes illegal, or prohibits the consummation of the merger or that is reasonably likely to result, directly or indirectly, in (i) any prohibition or limitation on the ownership or operation by CEB, Gartner or any of their respective subsidiaries of any portion of their respective businesses, properties or assets, (ii) CEB, Gartner or any of their respective subsidiaries being compelled as a result of the merger to dispose of or hold separate any portion of their respective businesses, properties or assets, (iii) any prohibition or limitation on the ability of Gartner to acquire or exercise full ownership rights of, any shares of the capital stock of CEB's subsidiaries, including the right to vote or (iv) any prohibition or limitation on Gartner effectively controlling the business or operations of CEB and its subsidiaries, in each case subject to the parties obligations under the merger agreement to take certain actions, if necessary, to obtain regulatory approval. See the section of this proxy statement/prospectus entitled *The Merger Agreement Conditions to the Consummation of the Merger* beginning on page 85.

For both Gartner and CEB, the obligation to consummate the merger is also subject to the accuracy of representations and warranties of, and the performance of obligations of, the other party, in each case as set forth in the merger agreement, subject to specified materiality exceptions. The obligations of each party to close are also subject to the absence of any material adverse effect on the other party. As a result of the above mentioned conditions and the other conditions described in the merger agreement, there can be no assurance that the merger will be consummated, even if CEB stockholder approval of the merger is obtained.

Certain executive officers of CEB may have interests in the merger that may differ from, or be in addition to, the interests of CEB stockholders.

Executive officers of CEB negotiated the terms of the merger agreement with their counterparts at Gartner, and the CEB board determined that entering into the merger agreement was in the best interests of CEB and its stockholders, declared the merger agreement advisable and recommended that CEB stockholders adopt the merger agreement. In considering these facts and the other information contained in this proxy statement/prospectus, you should be aware that CEB's executive officers and directors may have financial interests in the merger that may be different from, or in addition to, the interests of CEB stockholders. The CEB board was aware of and considered these interests, among other matters, in reaching the determination to approve the terms of the merger and in recommending to CEB's stockholders that they vote to approve the merger. For a detailed discussion of the special interests that CEB's directors and executive officers may have in the merger, please see the section entitled *The Merger Interests of Directors and Executive Officers of CEB in the Merger*, beginning on page 74 of this proxy statement/prospectus.

The market price of Gartner common stock after the merger may be affected by factors different from those currently affecting the shares of Gartner or CEB.

Upon consummation of the merger, CEB stockholders will become holders of Gartner common stock. The business of Gartner differs from that of CEB in important respects and, accordingly, the results of operations of the combined company and the market price of shares of Gartner common stock following the merger may be affected by factors different from those currently affecting the independent operations of Gartner and CEB. For a discussion of the businesses of Gartner and CEB and of certain factors to consider in connection with those businesses, see the documents incorporated by reference into this proxy statement/prospectus referred to under *Where You Can Find Additional Information* beginning on page 132 of this proxy statement/prospectus.

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CEB stockholders will have a reduced ownership and voting interest after the merger and will exercise less influence over management.

CEB stockholders currently have the right to vote in the election of directors of CEB and on certain other matters affecting CEB. Following the consummation of the merger, each CEB stockholder will become a stockholder of Gartner with a percentage ownership of the combined company that is much smaller than the stockholder's percentage ownership of CEB. Based on the number of shares of CEB common stock outstanding as of [], 2017, it is expected that the former stockholders of CEB as a group will own less than []% of the outstanding shares of Gartner immediately after the consummation of the merger. Because of this, CEB's stockholders will have substantially less influence on the management and policies of Gartner than they now have with respect to the management and policies of CEB.

Negative publicity related to the merger may materially adversely affect Gartner and CEB.

Political and public sentiment in connection with a proposed combination may result in a significant amount of adverse press coverage and other adverse public statements affecting the parties to the merger. Adverse press coverage and public statements, whether or not driven by political or popular sentiment, may also result in legal claims or in investigations by regulators, legislators and law enforcement officials. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceedings, can divert the time and effort of senior management from operating their businesses. Addressing any adverse publicity, governmental scrutiny or enforcement of other legal proceedings is time-consuming and expensive and, regardless of the factual basis for the assertions being made, could have a negative effect on the reputation of Gartner and CEB, on the morale of their employees and on their relationships with regulators. It may also have a negative impact on their ability to take timely advantage of various business and market opportunities. All of these factors may materially adversely affect Gartner and CEB's respective business and cash flows, financial condition and results of operations.

Risk Factors Relating to the Combined Company upon Consummation of the Merger

Operational Risks

The fairness opinion obtained by the CEB board from its financial advisor will not reflect changes in circumstances between the signing of the merger agreement and the consummation of the merger.

The CEB board has not obtained and does not intend to obtain an updated fairness opinion from its financial advisor. Changes in the operations and prospects of CEB and/or Gartner, general market and economic conditions and other factors that may be beyond the control of CEB and/or Gartner, and on which the fairness opinion was based, may alter the value of CEB or the price of shares of CEB common stock or shares of Gartner common stock to be issued in the merger by the time the merger is consummated. The opinion does not speak as of the time of the consummation of the merger or as of any date other than the date of such opinion. Because CEB does not anticipate asking its financial advisor to update its opinion, the opinion does not address the fairness of the per share merger consideration, from a financial point of view, at the time of the consummation of the merger. This opinion is included as **Annex B** to this proxy statement/prospectus. For a description of the opinion that the CEB board received from its financial advisor and a summary of the material financial analyses such financial advisor provided to the CEB board in connection with rendering such opinion, see the section entitled *The Merger Opinion of Centerview Partners LLC* beginning on page 60 of this proxy statement/prospectus. For a description of the other factors considered by the CEB board in determining whether to approve the merger agreement and the merger, see the section entitled *The Merger CEB's Reasons for the Merger and Recommendation of the CEB Board of Directors* beginning on page 55 of this proxy statement/prospectus.

Future results of Gartner may differ, possibly materially, from the Unaudited Pro Forma Condensed Consolidated Financial Data of Gartner presented in this proxy statement/prospectus.

The future results of Gartner following the consummation of the merger may be different, possibly materially, from those shown in the Unaudited Pro Forma Condensed Consolidated Financial Data of Gartner

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presented in this proxy statement/prospectus, which show only a combination of Gartner's and CEB's historical results after giving effect to the merger for several reasons. The Unaudited Pro Forma Condensed Consolidated Financial Information of Gartner presented in this proxy statement/prospectus is for illustrative purposes only and is not intended to, and does not purport to, represent what Gartner's actual results or financial condition would have been if the merger had been consummated. In addition, the Unaudited Pro Forma Condensed Consolidated Financial Information of Gartner presented in this proxy statement/prospectus is based in part on certain assumptions regarding the merger that Gartner believes are reasonable. These assumptions, however, are only preliminary and will be updated only after the consummation of the merger. The Unaudited Pro Forma Condensed Consolidated Financial Information presented in this proxy statement/prospectus reflects the impact of the merger on Gartner's and CEB's historical financial information using the acquisition method of accounting, as required under U.S. GAAP. Pursuant to the acquisition method, Gartner has been determined to be the acquirer for accounting purposes. As required under U.S. GAAP, Gartner will record CEB's tangible and identifiable intangible assets acquired and liabilities assumed based on their fair values at the acquisition date. The excess of consideration transferred (i.e. purchase price) over the fair value of net assets acquired will be recorded as goodwill. Goodwill is not amortized, but is tested for impairment at least annually or more frequently if circumstances indicate potential impairment. The operating results of CEB will be reported as part of the combined company on the acquisition date. The final valuation of the tangible and identifiable intangible assets acquired and liabilities assumed have not yet been completed. The completion of the valuation upon consummation of the merger could result in significantly different amortization expenses and balance sheet classifications than those presented in the Unaudited Pro Forma Condensed Consolidated Financial Information included in this proxy statement/prospectus. The Unaudited Pro Forma Condensed Consolidated Financial Data presented in this proxy statement/prospectus does not reflect the effect of any potential divestitures that may occur prior to or subsequent to the consummation of the merger. Additionally, if the merger occurs, Gartner anticipates incurring integration costs, as well as the cost of cost savings initiatives, which have not been reflected in the Unaudited Pro Forma Condensed Consolidated Financial Data presented in this proxy statement/prospectus. The merger and post-merger integration process may also give rise to unexpected liabilities and costs. Unexpected delays in consummating the merger or in connection with the post-merger integration process may significantly increase the related costs and expenses incurred by Gartner. If any of these circumstances were to occur, operating expenses for the combined business may be higher than expected, reducing operating income and the expected benefits of the merger. In addition, actual financing costs for the combined company may be higher and revenue lower than the expected costs reflected in the Unaudited Pro Forma Condensed Consolidated Financial Information. Higher financing costs would reduce the combined company's profitability and may reduce cost reduction and other initiatives.

Gartner may be unable to realize anticipated cost synergies and expects to incur substantial expenses related to the merger, which could have a material adverse effect on Gartner's business, financial condition and results of operations.

Following the consummation of the merger, Gartner expects to realize annualized cost synergies of approximately \$25 to \$50 million beginning in 2018.

While Gartner believes these cost synergies are achievable, Gartner's ability to achieve such estimated cost synergies in the timeframe described, or at all, is subject to various assumptions by Gartner's management, which may or may not be realized, as well as the incurrence of other costs in our operations that offset all or a portion of such cost synergies. As a consequence, Gartner may not be able to realize all of these cost synergies within the timeframe expected or at all. In addition, Gartner may incur additional and/or unexpected costs in order to realize these cost synergies. Failure to achieve the expected cost synergies could significantly reduce the expected benefits associated with the merger and adversely affect Gartner.

In addition, Gartner has incurred and will incur substantial expenses in connection with the negotiation and consummation of the transactions contemplated by the merger agreement, including the costs and expenses of filing this proxy statement/prospectus with the SEC.

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Gartner expects to continue to incur non-recurring costs associated with consummating the merger, combining the operations of the two companies and achieving the desired cost synergies. These fees and costs have been, and will continue to be, substantial. The substantial majority of non-recurring expenses will consist of transaction costs related to the merger and include, among others, fees paid to financial, legal and accounting advisors, employee benefit costs and filing fees.

These costs described above, as well as other unanticipated costs and expenses, could have a material adverse effect on the financial condition and operating results of Gartner following the consummation of the merger and many of these costs will be borne by Gartner even if the merger is not consummated.

The market price of Gartner common stock may decline in the future as a result of the sale of such shares held by former CEB stockholders or current Gartner stockholders or due to other factors.

Based on the number of shares of CEB common stock outstanding as of January 30, 2017, Gartner expects to issue approximately 7.4 million shares of Gartner common stock to CEB stockholders in the merger. Upon the receipt of Gartner common stock as merger consideration, former holders of shares of CEB common stock may seek to sell the Gartner common stock delivered to them. Current Gartner stockholders may also seek to sell Gartner common stock held by them following, or in anticipation of, consummation of the merger. These sales (or the perception that these sales may occur), coupled with the increase in the outstanding number of Gartner common stock, may affect the market for, and the market price of, Gartner common stock in an adverse manner. None of these stockholders are subject to lock-up or market stand off agreements.

The market price of Gartner common stock may also decline in the future as a result of the consummation of the merger for a number of other reasons, including:

the unsuccessful integration of CEB into Gartner;

the failure of Gartner to achieve the anticipated benefits of the merger, including financial results (and any associated cost synergies), as rapidly as or to the extent anticipated;

decreases in Gartner's financial results before or after the consummation of the merger; and

general market or economic conditions unrelated to Gartner's performance.

These factors are, to some extent, beyond the control of Gartner.

Following the consummation of the merger, Gartner may be unable to successfully integrate CEB's business and realize the anticipated benefits of the merger.

Gartner and CEB currently operate as independent public companies. After the consummation of the merger, Gartner will be required to devote significant management attention and resources to integrating the business practices and operations of CEB. Potential difficulties Gartner may encounter in the integration process include the following:

the inability to successfully combine the businesses of Gartner and CEB in a manner that permits Gartner to achieve the cost savings or revenue enhancements anticipated to result from the merger, which would result in the anticipated benefits of the merger not being realized in the time frame currently anticipated or at all;

lost sales and customers as a result of certain customers of either of the two companies deciding not to do business with Gartner after the merger;

the complexities associated with managing Gartner out of several different locations and integrating personnel from CEB, resulting in a significantly larger combined company, while at the same time attempting to provide consistent, high quality products and services;

the additional complexities of integrating a company with different core products, services, markets and customers, and initiating this process before CEB has fully completed the integration of its operations with those of CXO Acquisition Co. and Sports Leadership Acquisition Co.;

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coordinating corporate and administrative infrastructures and harmonizing insurance coverage;

unanticipated issues in coordinating accounting, information technology, communications, administration and other systems;

identifying and eliminating redundant and underperforming functions and assets;

difficulty addressing possible differences in corporate culture and management philosophies;

the failure to retain key employees of either CEB or Gartner;

potential unknown liabilities and unforeseen increased expenses, delays or regulatory conditions associated with the merger, including shareholder litigation relating to the merger;

performance shortfalls at one or both of the two companies as a result of the diversion of management's attention caused by consummating the merger and integrating CEB's operations;

effecting actions that may be required in connection with obtaining regulatory approvals; and

a deterioration of credit ratings.

For all these reasons, you should be aware that it is possible that the integration process following the consummation of the merger could result in the distraction of Gartner's management, the disruption of Gartner's ongoing business or inconsistencies in its products, services, standards, controls, procedures and policies, any of which could materially adversely affect the ability of Gartner to maintain relationships with customers, vendors and employees or to achieve the anticipated benefits of the merger, or could otherwise materially adversely affect the business and financial results of Gartner.

An inability to realize the full extent of the anticipated benefits and cost synergies of the merger, as well as any delays encountered in the integration process, could have a material adverse effect on the revenues, level of expenses and operating results of the combined company, which may materially adversely affect the value of Gartner's stock following the consummation of the merger.

In addition, the actual integration may result in additional and unforeseen expenses, and the anticipated benefit of Gartner's plan for integration may not be realized. Actual synergies, if achieved at all, may be lower than what Gartner expects and may take longer to achieve than anticipated. For example, the elimination of duplicative costs may not be possible or may take longer than anticipated, or the benefits from the merger may be offset by costs incurred or delays in integrating the companies. If Gartner is not able to adequately address these challenges, Gartner may be unable to successfully integrate CEB's operations into its own or, even if Gartner is able to combine the two business operations successfully, to realize the anticipated benefits of the integration of the two companies.

As a result of the merger, Gartner may be unable to retain key employees.

The success of Gartner after the merger will depend in part upon its ability to retain key Gartner and CEB employees. Key employees may depart because of a variety of reasons relating to the merger. If Gartner and CEB are unable to retain key personnel who are critical to the successful integration and future operations of the combined company, Gartner could face disruptions in its operations, loss of existing customers, loss of key information, expertise or know-how, and unanticipated additional recruitment and training costs. In addition, the loss of key personnel could diminish the anticipated benefits of the merger.

Gartner and CEB face competition, which is expected to intensify and which may reduce the market share and profits of Gartner after the consummation of the merger.

Gartner faces direct competition from a significant number of independent providers of information products and services, including information available on the Internet free of charge. Gartner also competes

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indirectly against consulting firms and other information providers, including electronic and print media companies. These indirect competitors could also choose to compete directly with Gartner in the future. In addition, low barriers to entry exist in the markets in which Gartner and CEB do business. As a result, new competitors may emerge and existing competitors may start to provide additional or complementary services. Additionally, technological advances may provide increased competition from a variety of sources.

Some of the current and potential competitors of Gartner and CEB (i) may have greater financial, information gathering and marketing resources than Gartner or CEB, (ii) have the ability to grow and make transformative moves in the marketplace for advisory services and human capital management solutions, (iii) conduct operations or raise capital at a lower cost, (iv) are subject to less regulation, (v) offer greater online content services or (vi) have substantially stronger brand names. Consequently, these competitors may be better equipped to charge lower prices for their products and services, to provide more attractive offerings, to develop and expand their products and services more quickly, to adapt more swiftly to new or emerging technologies and changes in customer requirements, and to devote greater resources to the marketing and sale of their products and services.

Following the consummation of the merger, Gartner's competitive position could be weakened by strategic alliances or consolidation within the advisory services industry or the development of new technologies. Gartner's ability to compete successfully will depend on how well it markets its products and services and on its ability to anticipate and respond to various competitive and technological factors affecting the industry, including changes in consumer preferences or demographics, and changes in the product offerings or pricing strategies of Gartner's competitors.

After the consummation of the merger, competition could materially adversely affect Gartner in several ways, including (i) the loss of customers and market share, (ii) the possibility of customers reducing their usage of Gartner's products and services, (iii) Gartner's need to lower prices or increase marketing expenses to remain competitive and (iv) diminished value in Gartner's products and services.

Gartner could be harmed by rapid changes in technology.

Gartner's successful integration of CEB depends on its ability to operate successfully in an industry characterized by rapid technological change and frequent introduction of new products and services. Other changes in technology could result in the development of additional products or services, including those offered free of charge, that compete with or displace those to be offered by Gartner after the consummation of the merger, or that enable current customers to reduce or bypass use of Gartner's products and services. Technological change could also require Gartner to expend capital or other resources in excess of currently contemplated levels, or to forego the development or provision of products or services that others can provide more efficiently. Gartner cannot predict with certainty which technological changes will provide the greatest threat to its competitive position. Gartner may not be able to obtain timely access to new technology on satisfactory terms or incorporate new technology into its systems in a cost effective manner, or at all. If Gartner cannot develop new products or enhance its existing products to keep pace with technological advances, or if such products do not adequately address the changing needs of its clients or are not widely embraced by its customers, Gartner would be materially adversely affected.

Gartner may not be able to continue to grow through acquisitions.

In the past, Gartner has sought growth through acquisitions of, or significant investments in, businesses that offer complementary products and services or otherwise support its growth objectives. However, following the consummation of the merger, Gartner cannot assure you that it will continue to identify attractive acquisition targets and consummate acquisitions. Upon consummation of the merger and the incurrence of debt in connection therewith, Gartner's anticipated level of indebtedness will be significantly higher than prior to the consummation of the merger.

As a result, Gartner cannot assure you that it will be able to arrange financing for

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future acquisitions on terms acceptable to it. In addition, the combined company will be a substantially larger company than Gartner is at this time and may face additional scrutiny in connection with federal and state governmental approvals in connection with any future acquisitions of attractive targets and may not be able to obtain such approvals at all. The realization of any of these risks could adversely affect Gartner's business.

Gartner's future results will suffer if it does not effectively manage its expanded operations following the consummation of the merger.

Consummation of the proposed merger with CEB will alter Gartner's markets and product mix, and further expand its exposure to international operations. Gartner's future success depends, in part, on its ability to retrain its staff to acquire or strengthen skills necessary to address these changes, and, where necessary, to attract and retain new personnel that possess these skills.

Following the consummation of the merger, Gartner may continue to expand its operations through additional acquisitions, other strategic transactions and new product and service offerings, some of which could involve complex technical, engineering, and operational challenges. Gartner's future success will depend, in part, upon its ability to manage its expansion opportunities, which will pose substantial challenges for Gartner as it attempts to integrate new operations into its existing business in an efficient and timely manner, to successfully monitor its operations, costs, regulatory compliance and service quality, and to maintain other necessary internal controls. Gartner cannot assure you that its expansion or acquisition opportunities will be successful, or that it will realize its expected operating efficiencies, cost savings, revenue enhancements, synergies or other benefits.

Internet failures or system failures could materially adversely affect Gartner's business, financial condition and results of operations.

A significant portion of Gartner's business is conducted over the Internet and Gartner relies heavily on computer systems to conduct its operations. To be successful, Gartner will need to continue providing its customers with reliable and secure network and systems infrastructure. Some of the risks to Gartner's networks and other infrastructure include:

breaches of security, including sabotage, tampering, computer viruses and break-ins;

power losses or physical damage, whether caused by fire, adverse weather conditions, terrorism or otherwise;

capacity limitations; and

other disruptions that may or may not be within Gartner's control.

Disruptions or system failures may cause interruptions in service or reduced capacity for customers. If network security is breached, Gartner's confidential, proprietary information could be lost or misappropriated, and Gartner may be required to expend additional resources modifying network security to remediate vulnerabilities and to pay fines in connection with stolen customer, employee, or other confidential information. The occurrence of any disruption or system failure may result in a loss of business, increase expenses, damage Gartner's reputation, subject Gartner to

additional regulatory scrutiny or expose Gartner to litigation and possible financial losses, any of which could have a material adverse effect on its business, financial condition and results of operations.

Following the consummation of the merger, Gartner will be bound by all of the obligations and liabilities of both companies.

Following the consummation of the merger, Gartner will become bound by all of the obligations and liabilities of CEB in addition to Gartner's obligation and liabilities existing prior to the consummation of the merger. Neither Gartner nor CEB can predict the financial condition of Gartner at the time of the combination or the ability of Gartner to satisfy its obligations and liabilities.

Table of Contents***Following the consummation of the merger, third parties may terminate existing contracts or relationships with CEB or Gartner.***

CEB has contracts with customers, suppliers, vendors, landlords, licensors and other business partners that may require CEB to obtain consent from these other parties in connection with the merger. If these consents cannot be obtained, CEB may suffer a loss of potential future revenue and may lose rights that are material to its business and the business of the combined company. In addition, third parties with whom CEB or Gartner currently have relationships may terminate or otherwise reduce the scope of their relationship with either party in anticipation of the merger. Any such disruptions could limit Gartner's ability to achieve the anticipated benefits of the merger. The adverse effect of such disruptions could also be exacerbated by a delay in the consummation of the merger or the termination of the merger agreement.

Other Risks***Gartner's anticipated level of indebtedness will increase significantly upon consummation of the merger and may adversely affect the company.***

In connection with the consummation of the merger, Gartner will incur approximately \$2,275.0 million aggregate principal amount of additional indebtedness to fund the cash consideration payable under the merger agreement, repay and redeem certain outstanding indebtedness of CEB and its subsidiaries and pay related fees and expenses in connection with the merger. Upon consummation of the merger, Gartner intends to repay CEB's senior secured credit facility, which had approximately \$630.3 million outstanding as of January 30, 2017, and redeem, satisfy and discharge CEB's \$250.0 million principal amount 5.625% senior unsecured notes due 2023. Taking into account Gartner's current debt levels, the incurrence of additional indebtedness in connection with the merger and the expected repayment of CEB's outstanding debt, as of December 31, 2016 on a pro forma basis the principal amount of Gartner's pro forma consolidated indebtedness would be approximately \$[] million.

In addition, Gartner expects to continue to evaluate the possibility of acquiring additional businesses and making strategic investments, and Gartner may elect to finance these endeavors by incurring additional indebtedness. Moreover, to respond to competitive challenges, Gartner may be required to raise substantial additional capital to finance new product or service offerings. As a result, Gartner's indebtedness could increase relative to the level of indebtedness at the closing of the merger, and the related risks that Gartner faces could intensify.

Gartner's anticipated level of indebtedness following the consummation of the merger, together with any additional indebtedness it may incur in the future, could adversely affect Gartner in a number of ways. For example, the anticipated level of indebtedness or any additional financing could or will:

make it more difficult for Gartner to pay or refinance its debts as they become due during adverse economic, financial market and industry conditions;

require Gartner to use a larger portion of its cash flow for debt service, reducing funds available for other purposes;

cause Gartner to be less able to take advantage of business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;

increase Gartner's vulnerability to adverse economic, industry or competitive developments;

affect Gartner's ability to obtain additional financing, particularly as substantially all of Gartner's assets will be subject to liens securing certain of its indebtedness;

decrease Gartner's profitability and/or cash flow or require Gartner to dispose of significant assets in order to satisfy its debt service and other obligations if it is not able to satisfy these obligations from cash from operations or other sources;

cause Gartner to be disadvantaged compared to competitors with less leverage;

result in a downgrade in the credit rating of Gartner or any indebtedness of Gartner or its subsidiaries which could increase the cost of further borrowings; and

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limit Gartner's ability to borrow additional funds in the future to fund working capital, capital expenditures and other general corporate purposes.

The terms of Gartner's indebtedness as of the date of this proxy statement/prospectus and following the consummation of the merger are expected to include covenants that, among other things, restrict Gartner's ability to: (i) dispose of assets; (ii) incur additional indebtedness; (iii) incur guarantee obligations; (iv) prepay certain other indebtedness or amend other financing arrangements; (v) pay dividends; (vi) create liens on assets; (vii) enter into sale and leaseback transactions; (viii) make investments, loans or advances; (ix) make acquisitions; (x) engage in mergers or consolidations; (xi) change the business conducted; and (xii) engage in certain transactions with affiliates. In addition, under its existing revolving credit facility and term loan facility, Gartner is subject to financial maintenance covenants requiring that its leverage levels not exceed specified levels and that it maintain at least a specified interest coverage ratio. Gartner's failure to comply with any of these covenants could result in an event of default that, if not cured or waived, could result in the acceleration of certain of its debt, which could have a material adverse effect on Gartner's business, financial condition and results of operations.

Gartner may not be able to service all of its indebtedness and may be forced to take other actions to satisfy its obligations under its indebtedness, which may not be successful. Gartner's failure to meet its debt service obligations could have a material adverse effect on Gartner's business, financial condition and results of operations.

Gartner estimates that the annual cash interest payments on the combined company's debt, following the consummation of the merger would be approximately \$110 million, which can fluctuate depending on changes in interest rates. Gartner depends on cash on hand and cash flows from operations to make scheduled debt payments. Gartner expects to be able to meet the estimated cash interest payments on the combined company's debt following the merger through a combination of (1) the expected cash flows from operations of the combined company, (2) cash generated from the sale of non-core assets and (3), to a limited extent, the undrawn capacity under its revolving credit facility. However, Gartner's ability to generate sufficient cash flow from operations of the combined company and to utilize other methods to make scheduled payments will depend on a range of economic, competitive and business factors, many of which are outside of its control. However, there can be no assurance that these sources will be adequate. If Gartner is unable to service its indebtedness and fund its operations, Gartner will be forced to adopt an alternative strategy that may include:

reducing or delaying capital expenditures;

limiting its growth;

seeking additional capital;

selling assets; or

restructuring or refinancing its indebtedness.

Even if Gartner adopts an alternative strategy, the strategy may not be successful and Gartner may be unable to service its indebtedness and fund its operations, which could have a material adverse effect on Gartner's business, financial

condition or results of operations.

Gartner's variable rate of indebtedness subjects it to interest rate risk, which could cause its debt service obligations to increase significantly.

Upon consummation of the merger, a portion of Gartner's indebtedness will bear interest at variable rates that are linked to changing market interest rates. As a result, an increase in market interest rates would increase its interest expense and its debt service obligations on the variable rate indebtedness, and Gartner's net income and cash flows, including cash available for servicing its indebtedness, will correspondingly decrease. See the section titled "Item 7A Quantitative and Qualitative Disclosure About Market Risk" in Gartner's most recent Annual Report on Form 10-K, incorporated by reference herein, for additional information relating to interest rate risk.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement/prospectus and the documents incorporated by reference into this proxy statement/prospectus contain certain forecasts and other forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to the financial condition, results of operations, business strategies, operating efficiencies or synergies, revenue enhancements, and competitive positions, growth opportunities, plans and objectives of the management of each of Gartner and CEB, the merger and the markets for Gartner and CEB common stock and other matters. Statements in this proxy statement/prospectus and the documents incorporated by reference herein that are not historical facts are hereby identified as forward-looking statements for the purpose of the safe harbor provided by Section 21E of the Exchange Act and Section 27A of the Securities Act. These forward-looking statements, including, without limitation, those relating to the future business prospects, revenues and income of Gartner and CEB, wherever they occur in this proxy statement/prospectus or the documents incorporated by reference herein, are necessarily estimates reflecting the best judgment of the respective managements of Gartner and CEB and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. These forward-looking statements should, therefore, be considered in light of various important factors, including those set forth in and incorporated by reference into this proxy statement/prospectus.

Words such as estimate, project, plan, intend, expect, anticipate, believe, would, should, could, potential, continue, forecast and similar expressions are intended to identify forward-looking statements. These forward-looking statements are found at various places throughout this proxy statement/prospectus, including in the section entitled *Risk Factors* beginning on page 19. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include those set forth in Gartner's and CEB's filings with the SEC, including their respective Annual Reports on Form 10-K for 2015, as updated by any subsequent Quarterly Reports on Form 10-Q. These important factors also include those set forth under *Risk Factors*, beginning on page 19, as well as, among others, risks and uncertainties relating to:

the ability of the parties to timely and successfully receive the required approvals for or in connection with the merger from (i) regulatory agencies and (ii) CEB stockholders;

the possibility that the anticipated benefits from the merger cannot be fully realized or may take longer to realize than expected;

the possibility that costs, difficulties or disruptions related to the integration of CEB operations into Gartner will be greater than expected;

the ability of Gartner to retain and hire key personnel;

the timing, success and overall effects of competition from a wide variety of competitive providers;

the risks inherent in rapid technological change and ability to respond to such changes;

the ability of Gartner following the merger to (i) effectively adjust to changes in the composition of its markets and product mix as a result of acquiring CEB and continue to maintain the quality of existing projects and (ii) successfully introduce other new product or service offerings on a timely and cost-effective basis;

continued access to credit markets on acceptable terms and exposure to foreign exchange rate volatility;

changes in the future cash requirements of Gartner following the merger, whether caused by unanticipated increases in capital expenditures or otherwise;

general market, labor and economic and related uncertainties, both domestic and international;

Gartner's and CEB's ability to identify potential acquisition candidates, complete acquisitions and successfully integrate acquired companies, including the merger;

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the risks related to litigation;

the risks related to acquisitions and investments;

the failure to protect Gartner's or CEB's intellectual property right and risks related to cybersecurity; and

terrorist attacks or natural disasters.

Due to these risks and uncertainties, there can be no assurances that the results anticipated by the forward-looking statements of Gartner or the forecasts or other forward-looking statements of CEB will occur, that their respective judgments or assumptions will prove correct, or that unforeseen developments will not occur. Accordingly, you are cautioned not to place undue reliance upon any forecasts or other forward-looking statements of Gartner or CEB, which speak only as of the date made. Gartner and CEB undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise.

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THE COMPANIES

CEB

CEB Inc.

1919 North Lynn Street

Arlington, Virginia 22209

(571) 303-3000

CEB is a best practice insight and technology company. In partnership with leading organizations around the globe, CEB develops innovative solutions to drive corporate performance. CEB equips leaders at more than 10,000 companies with the intelligence to effectively manage talent, customers and operations. CEB is a trusted partner to nearly 90% of the Fortune 500 and Financial Times Stock Exchange 100, 80% of the JSE, and more than 70% of the Dow Jones Asian Titans.

CEB does this by combining its advanced research and analytics with best practices from thousands of member companies with its proprietary research methodologies, benchmarking assets, and human capital analytics. The combination of best practices, insights, and data from membership programs with talent assessments, predictive analytics, and robust technology platforms allows CEB to increase its capabilities for helping clients manage talent, transform operations, and reduce risk. Over time, CEB's member network and data sets grow and strengthen the impact of its products and services. CEB Talent Assessment services deliver rich data, analytics, and insights for assessing and managing employees and applicants and position clients to achieve better business results through enhanced intelligence for talent and key decision-making processes from hiring and recruiting to employee development and succession planning.

CEB operates through two reporting segments: CEB and CEB Talent Assessment.

The CEB segment provides comprehensive data analysis, research, and advisory services that align to executive leadership roles and key recurring decisions and enable members to focus efforts to address emerging and recurring business challenges efficiently and effectively. This includes CEB's membership programs for senior executives and their teams to drive corporate performance by identifying and building on the proven best practices of the world's best companies. CEB's member network is integral to its business. Close relationships with CEB's members provide CEB with the business insights, solutions, and analytics that it uses to support executives and professionals during their careers. PDRI, a subsidiary in the CEB segment, provides customized personnel assessment tools and services to various agencies of the US government and also to commercial enterprises.

The CEB Talent Assessment segment includes the SHL product and services of cloud-based solutions for talent assessment, development, strategy, analytics, decision support, and professional services that support those solutions, enabling client access to data, analytics, and insights for assessing and managing employees and applicants. CEB Talent Assessment assists clients with determining potential candidates for employment and developing existing employees and also provides consulting services that help maximize the utility of assessment data. The tools and services provided by CEB Talent Assessment use science and data to develop talent strategies for clients that are linked to business results.

Additional information about CEB and its subsidiaries is included in documents incorporated by reference into this proxy statement/prospectus. See the section of this proxy statement/prospectus entitled *Where You Can Find More Information*, beginning on page 132.

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Gartner

Gartner, Inc.

P.O. Box 10212

56 Top Gallant Road

Stamford, Connecticut 06902

(203) 316-1111

Gartner provides information technology research and advisory services. Gartner has 8,813 employees, including 1,294 analysts and 628 consultants located around the world who create compelling, relevant, independent and objective research and fact-based analysis on every major IT initiative and all aspects of the IT industry, including supply chain and digital marketing. Through its robust product portfolio, Gartner's global research team provides thought leadership and technology insights that CIOs, supply chain professionals, digital marketing professionals, executives and other technology practitioners need to make the right decisions, every day. Gartner's experienced analysts and consultants combine Gartner's objective, independent research with a practical business perspective focused on the IT industry. Gartner delivers its research findings through three core business segments: research, consulting and events.

Research. Gartner delivers independent, objective IT research and insight primarily through a subscription-based, digital media service. Gartner's research is the fundamental building block for all Gartner services and covers all technology-related markets, topics and industries, as well as supply chain and digital marketing. Gartner combines its proprietary research methodologies with extensive industry and academic relationships to create Gartner solutions that address each role within an IT organization. Gartner's proprietary research content, presented in the form of reports, briefings, updates and related tools, is delivered directly to the client's desktop via Gartner's website and/or product-specific portals.

Consulting. Gartner Consulting deepens relationships with its research clients by extending the reach of its research through custom consulting engagements. Gartner Consulting brings together Gartner's unique research insight, benchmarking data, problem-solving methodologies and hands-on experience to improve the return on a client's IT investment. Gartner's consultants provide fact-based consulting services to help clients use and manage IT to optimize business performance, including actionable solutions for IT cost optimization, technology modernization and IT sourcing optimization initiatives.

Events. Gartner's events are gatherings of technology's most senior IT professionals, business strategists and practitioners. Gartner's events offer current, relevant and actionable technology sessions led by Gartner analysts, while facilitating peer exchanges. These sessions are augmented with technology showcases, peer exchanges, analyst one-on-one meetings, workshops and keynotes by technology's top leaders. They also provide attendees with an opportunity to interact with business executives from the world's leading technology companies.

Additional information about Gartner and its subsidiaries is included in documents incorporated by reference into this proxy statement/prospectus. See the section of this proxy statement/prospectus entitled *Where You Can Find More Information*, beginning on page 132.

Cobra Acquisition Corp.

Cobra Acquisition Corp., a wholly owned subsidiary of Gartner, which we refer to as Merger Sub, is a Delaware corporation formed on January 3, 2017 for the purpose of effecting the merger.

Merger Sub has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement, including the preparation of applicable regulatory filings in connection with the merger.

Upon consummation of the merger in which Merger Sub will merge with and into CEB, the separate corporate existence of Merger Sub will cease.

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THE CEB SPECIAL MEETING

Date, Time and Place

The special meeting of CEB stockholders is scheduled to be held at [: A.M.], local time, on [], 2017 at 1919 North Lynn Street, Arlington, Virginia 22209.

Purpose of the CEB Special Meeting

The special meeting of CEB stockholders is being held:

to adopt the Agreement and Plan of Merger, dated as of January 5, 2017, among Gartner, Merger Sub, a wholly owned subsidiary of Gartner, and CEB, pursuant to which Merger Sub will be merged with and into CEB and each outstanding share of common stock of CEB (other than (i) shares held by stockholders who properly exercise dissenters' rights and (ii) shares held by CEB as treasury stock or by Gartner or Merger Sub) will be converted into the right to receive, less any applicable withholding taxes, \$54.00 in cash, and 0.2284 of a share of Gartner common stock, with cash paid in lieu of fractional shares;

to vote upon an adjournment of the CEB special meeting, if necessary or appropriate, in the view of the CEB board, to solicit additional proxies in favor of the proposal to adopt the merger agreement if there are not sufficient votes at the time of such adjournment to adopt the merger agreement; and

to approve, on a (non-binding) advisory basis, the compensation to be paid to CEB's named executive officers that is based on or otherwise relates to the merger, discussed in the section entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger* beginning on page 74.

Recommendations of the Board of Directors of CEB

The CEB board has determined that entering into the merger agreement was fair to and in the best interests of CEB and its stockholders and approved the merger agreement.

The CEB board unanimously recommends that you vote FOR the proposal to adopt the merger agreement, FOR the adjournment proposal and FOR the merger-related named executive officer compensation proposal.

Record Date; Stock Entitled to Vote

Only holders of record of shares of CEB common stock at the close of business on [], 2017 are entitled to notice of, and to vote at, the CEB special meeting and at an adjournment of the meeting. We refer to this date as the record date for the meeting. A complete list of stockholders of record of CEB entitled to vote at the CEB special meeting will be available for the 10 days before the CEB special meeting at CEB's executive offices and principal place of business at 1919 North Lynn Street, Arlington, Virginia 22209 for inspection by CEB stockholders during ordinary business hours for any purpose germane to the CEB special meeting. The list will also be available at the CEB special meeting for examination by any stockholder of CEB of record present at the special meeting.

In connection with the execution of the merger agreement, the CEB management stockholders have entered into a voting agreement, dated as of January 5, 2017, with Gartner. As of January 5, 2017, there were 210,603 shares, constituting approximately 1% of the outstanding common stock of CEB, subject to the voting agreement. The CEB management stockholders have agreed in the voting agreement to vote all shares of CEB common stock owned by them (i) in favor of the adoption of the merger agreement and any action required in furtherance thereof, (ii) against approval of any proposal made in opposition to, in competition with, or that would result in a

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breach of the merger agreement or the merger or any other transactions contemplated by the merger agreement, and (iii) against any of the following actions (excluding the merger with Gartner): (A) any other acquisition or business combination involving CEB or any of its subsidiaries; (B) any sale, lease or transfer of all or substantially all of the assets of CEB or any of its subsidiaries; (C) any reorganization, recapitalization, dissolution, liquidation or winding up of CEB or any of its subsidiaries; (D) any material change in the capitalization of the CEB or any of its subsidiaries, or the corporate structure of CEB or any of its subsidiaries; (E) any proposal to acquire 20% or more of CEB's capital stock or assets; or (F) any other action that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone or discourage the merger with Gartner or any other transactions contemplated by the merger agreement with Gartner.

Quorum

A quorum is necessary to hold a valid special meeting of CEB stockholders. If a majority of the shares outstanding and entitled to vote on the record date are present, either in person or by proxy, CEB will have a quorum at the meeting. Any shares represented by proxies that are marked FOR, AGAINST or ABSTAIN from voting on a proposal will be counted as present in determining whether CEB has a quorum. If a broker bank, custodian, nominee, or other record holder of our common stock indicates on a proxy card that it does not have discretionary authority to vote certain shares on a particular matter, and if it has not received instructions from the beneficial owners of such shares as to how to vote on such matters, the shares held by that record holder will not be voted on such matter but will be counted as present for purposes of determining whether CEB has a quorum. Since there were [] shares of common stock outstanding on the record date, the presence of holders of [] shares will represent a quorum.

Required Vote

The adoption of the merger agreement requires the affirmative vote of record holders of a majority of the outstanding shares of common stock of CEB entitled to vote on the proposal. The adjournment proposal and the merger-related named executive officer compensation proposal each requires the affirmative vote of record holders of a majority of the shares of CEB common stock voting affirmatively or negatively on the proposal present or represented by proxy at the special meeting.

Abstentions and Broker Non-Votes

Your failure to vote, or failure to instruct your broker, bank or nominee to vote, will have the same effect as a vote against the proposal to adopt the merger agreement, but will have no effect on the adjournment proposal or the merger-related named executive officer compensation proposal. Your abstention from voting will have the same effect as a vote against the proposal to adopt the merger agreement, but will have no effect on the adjournment proposal and the merger-related named executive officer compensation proposal.

Voting at the Special Meeting

Whether or not you plan to attend the CEB special meeting, please promptly vote your shares of CEB common stock by proxy to ensure your shares are represented at the meeting. You may also vote in person at the CEB special meeting.

Voting in Person

If you plan to attend the CEB special meeting and wish to vote in person, you will be given a ballot at the special meeting. Please note, however, that if your shares of CEB common stock are held in street name, which means your

shares of CEB common stock are held of record by a broker, bank or other nominee, and you wish to vote at the CEB special meeting, you must bring to the CEB special meeting a proxy from the record holder (your broker, bank or nominee) of the shares of CEB common stock authorizing you to vote at the CEB special meeting.

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Voting by Proxy

You should vote your proxy even if you plan to attend the CEB special meeting. You can always change your vote at the CEB special meeting.

Your enclosed proxy card includes specific instructions for voting your shares of CEB common stock. CEB's electronic voting procedures are designed to authenticate your identity and to ensure that your votes are accurately recorded. When the accompanying proxy is returned properly executed, the shares of CEB common stock represented by it will be voted at the CEB special meeting or any adjournment thereof in accordance with the instructions contained in the proxy.

If you return your signed proxy card without indicating how you want your shares of CEB common stock to be voted with regard to a particular proposal, your shares of CEB common stock will be voted in favor of each such proposal. Proxy cards that are returned without a signature will not be counted as present at the CEB special meeting and cannot be voted.

If your shares of CEB common stock are held in an account with a broker, bank or other nominee, you have received a separate voting instruction card in lieu of a proxy card and you must follow those instructions in order to vote.

Revocation of Proxies or Voting Instructions

You have the power to revoke your proxy at any time before your proxy is voted at the CEB special meeting. You can revoke your proxy or voting instructions in one of four ways:

You may deliver another proxy to CEB Inc., ATTN: Corporate Secretary, 1919 North Lynn Street, Arlington, VA 22209, with a written notice dated later than the proxy you want to revoke.

You may complete and send in another proxy card or voting instruction form with a later date.

You may vote again over the Internet or by telephone prior to [1:00] a.m., EDT, on [], 2017.

You may attend the meeting and vote in person.

For shares you hold beneficially or in street name, you may change your vote by submitting a later dated voting instruction form to your broker or other nominee or fiduciary, or if you obtained a legal proxy form giving you the right to vote your shares, by attending the meeting and voting in person.

Solicitation of Proxies

In accordance with the merger agreement, the cost of proxy solicitation for the CEB special meeting will be borne by CEB. In addition to the use of the mail, proxies may be solicited by officers and directors and regular employees of CEB, without additional remuneration, by personal interview, telephone, facsimile or otherwise. CEB will also request brokers, banks and nominees to forward proxy materials to the beneficial owners of shares of CEB common stock

held of record on the record date and will provide customary reimbursement to such firms for the cost of forwarding these materials. CEB has retained Innisfree M&A Incorporated to assist in its solicitation of proxies and has agreed to pay them a fee of approximately \$25,000, plus reasonable expenses, for these services.

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PROPOSAL NO. 1 THE MERGER

Gartner and CEB have agreed to the business combination of Gartner and CEB pursuant to the merger agreement that is described in this proxy statement/prospectus. In the merger, Merger Sub, a wholly owned subsidiary of Gartner, will merge with and into CEB, with CEB surviving as a wholly owned subsidiary of Gartner. The merger agreement is attached as **Annex A** to this proxy statement/prospectus and is incorporated by reference herein. CEB encourages you to read carefully the merger agreement in its entirety, because it is the legal document that governs the merger.

For a detailed discussion of the terms and conditions of the merger, see the section entitled *The Merger The Merger Agreement* beginning on page 83. As discussed in the section entitled *The Merger CEB's Reasons for the Merger and Recommendation of the CEB Board of Directors* beginning on page 55, the CEB board has determined that the merger and the merger agreement are advisable and in the best interests of CEB and its stockholders and approved the merger agreement and the merger. CEB is asking its stockholders to adopt the merger agreement. The adoption of the merger agreement by CEB stockholders is required to effect the consummation of the merger.

Recommendation of the CEB Board of Directors

The CEB board unanimously recommends that the CEB stockholders vote **FOR** the adoption of the merger agreement.

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THE MERGER

Effects of the Merger

Upon consummation of the merger, Merger Sub, a wholly owned subsidiary of Gartner formed for the purpose of effecting the merger, will merge with and into CEB. CEB will be the surviving corporation in the merger and will thereby become a wholly owned subsidiary of Gartner.

In the merger, each outstanding share of CEB common stock (other than shares owned by CEB, Gartner, or Merger Sub, which will be cancelled, and other than shares held by holders who properly exercise dissenters' rights) will be converted on the effective date of the merger into the right to receive, less any applicable withholding taxes, (a) \$54.00 in cash and (b) 0.2284 of a share of Gartner common stock. Cash will be paid in lieu of any fractional shares.

See *Comparison of Stockholders Rights* beginning on page 117 for a summary of the material differences between the rights of holders of Gartner common stock and the rights of holders of CEB common stock.

Background of the Merger

The CEB board and senior management regularly review CEB's strategic plans and alternatives, taking account of changes in economic, competitive, regulatory and other conditions, as well as CEB's performance. To assist in these reviews, CEB routinely has engaged outside financial advisors, including Centerview Partners LLC, which we refer to as Centerview, and Allen & Company LLC, which we refer to as Allen, to make presentations on industry and market trends and developments and potential strategic opportunities for CEB to enhance stockholder value. CEB first engaged Allen in January 2009 and first engaged Centerview in early 2016 in connection with CEB's acquisition of the Evanta business, each based on their industry expertise and experience with valuation, mergers and acquisitions and other strategic opportunities.

In late April 2016, CEB completed its acquisition of the Evanta events business. To finance the acquisition and other working capital needs, CEB incurred an additional \$285 million of debt (which gives effect to the repayment of \$10 million with cash on hand at Evanta) which approximately doubled its outstanding borrowings. CEB announced publicly that it would focus its near-term attention on de-leveraging its balance sheet and would reduce or significantly limit share repurchase activity and acquisitions in the near term.

During 2016, CEB reported slowing revenue growth, particularly in its core North American best practices business. The trading price of CEB common stock, which was above \$65.00 in the spring of 2016, fell below \$50.00 during the fall of 2016.

On August 31, 2016, CEB announced that Mr. Monahan intended to step down as Chairman and Chief Executive Officer, which we refer to as CEO, of CEB in June 2017 and that the CEB board had retained Heidrick & Struggles, a worldwide executive search firm, to help identify Mr. Monahan's successor. As part of the CEB board's management of the leadership transition process, subsequent to the public announcement of his decision to step down, Mr. Monahan asked Centerview to prepare a presentation for the CEB board's upcoming quarterly meeting on November 1-2, 2016, to review the market's view of CEB's performance and the trading of its common stock, CEB's capital structure and its options for future growth. During the spring and summer of 2016, representatives of CEB and Centerview had spoken regularly about a variety of financial, market and strategic matters.

Following the announcement of his decision to step down, Mr. Monahan received inquiries from several private equity firms about CEB's potential interest in a strategic transaction. In each case, Mr. Monahan indicated that CEB was focused on finding a successor CEO and executing its stand-alone business plan and was not seeking offers for CEB.

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In addition, on September 29, 2016, the CEO of a company who had met with Mr. Monahan in March 2016 to explore potential joint business opportunities, again contacted him to ask if Mr. Monahan's transition created any new opportunities for collaboration. No specific proposals were made to Mr. Monahan in either the March or September 2016 conversations. This company had a comparable market capitalization to CEB's and recently had completed a significant acquisition of its own. Mr. Monahan indicated that CEB was focused on finding a successor CEO and executing its stand-alone business plan and was not seeking offers for CEB. He also stated that he would present any credible proposals to the CEB board for review, consistent with the CEB board's fiduciary obligations.

Neither the private equity firms nor this company followed up on their inquiries.

On September 29, 2016, Mr. Eugene Hall, Gartner's CEO, contacted Mr. Monahan to arrange a meeting to have a general conversation about their business. Mr. Hall suggested the possibility that Gartner might be interested in a strategic transaction between CEB and Gartner, however, he did not make a specific proposal. They agreed to meet for dinner on October 11, 2016.

On October 6, 2016, Mr. Monahan and Mr. Craig Safian, Gartner's Senior Vice President and Chief Financial Officer, were both speaking at an industry conference in London. During the conference, they had breakfast together and discussed general business and industry conditions, and Mr. Safian indicated that Gartner might have an interest in a possible strategic transaction with CEB. No specific possible transaction was discussed. The breakfast meeting had been arranged prior to Mr. Hall contacting Mr. Monahan on September 29, 2016.

On October 11, 2016, Mr. Monahan had dinner with Mr. Hall in Washington, DC. At the dinner, Mr. Hall expressed interest in a potential strategic transaction between Gartner and CEB, but Mr. Hall did not make a specific proposal. Mr. Monahan indicated that CEB's focus was on identifying a new CEO and executing its stand-alone business plan and that CEB was not seeking offers for CEB. Mr. Monahan also stated that he would present any credible proposals to the CEB board for review, consistent with the CEB board's fiduciary obligations.

On October 13, 2016, Mr. Monahan contacted Daniel Leemon, the CEB board's lead independent director, to inform him of the inquiries received after the announcement of his decision to step down, and of his meeting with Mr. Hall. He also spoke with several other CEB directors, including Messrs. Gordon Coburn, Stephen M. Carr and Jeffrey R. Tarr and Ms. Stacey Rauch on or shortly after October 13, 2016.

On October 17, 2016, Mr. Monahan contacted Kirkland & Ellis LLP, CEB's outside legal counsel, which we refer to as K&E, and advised them of the meeting with Mr. Hall and requested that K&E be available to join a telephonic board meeting over the next several days during which Mr. Monahan planned to update the CEB board on his meeting with Mr. Hall and other recent inquiries.

On October 21, 2016, the CEB board held a special telephonic meeting. Representatives of K&E participated, along with Ms. Pamela Auerbach, CEB's General Counsel and Corporate Secretary, Ms. Melody Jones, CEB's Chief Administrative Officer, Mr. Richard Lindahl, CEB's Chief Financial Officer, and Mr. Jesse Levin, CEB's head of Corporate Strategy & Development. Mr. Monahan updated the CEB board on his meeting with Mr. Hall and the other inquiries he had received after the public announcement of his decision to step down. The CEB board decided to discuss these matters in depth at its upcoming meeting on November 1-2, 2016 in the context of the other matters to be addressed at that meeting. The CEB board directed Mr. Monahan not to have any further discussions with Gartner or any other third party in the interim. The CEB board then excused Mr. Monahan and the other members of CEB management and held a brief executive session. The CEB board discussed that if CEB were to pursue a change of control transaction, Mr. Monahan would be entitled to accelerated vesting of certain of his equity awards that he would not receive if he stepped down in the absence of such a transaction. The CEB board received advice from K&E

on these matters and agreed that if discussions

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with Gartner or any other party were to proceed the CEB board would take account of the benefits Mr. Monahan would be entitled to receive under his severance and transition agreements with CEB in deciding on his participation in future board and third-party discussions.

During the week of October 24, 2016, Mr. Monahan and a representative of K&E spoke with representatives of Centerview regarding Mr. Monahan's meeting with Mr. Hall and the other inquiries Mr. Monahan had received, in preparation for the upcoming meeting of the CEB board.

On November 1-2, 2016, the CEB board held its quarterly meeting at CEB's offices in Arlington, VA. On November 1, 2016 senior management, including Messrs. Monahan and Lindahl provided the CEB board with an update on CEB's 2017 budget and three-year plan. Management reviewed an initial three-year plan reflecting its goal of returning CEB to its historical revenue growth rate, which we refer to as the historical growth case. The CEB board and management agreed on the objective of seeking to return CEB to its historical revenue growth rate over time. However, there was consensus among management and the CEB board that the assumptions in the historical growth case plan were too aggressive, particularly for 2017, in view of CEB's recent performance and continued low rate of revenue growth. Management referenced a more conservative three-year plan, which we refer to as the recent growth case, reflecting its best view of current business dynamics and the most likely trajectory for CEB, particularly in the near term. While noting the utility of certain aspects of the historical growth case as providing desirable targets to incentivize individual performance, there was general consensus that in refining and finalizing CEB's budgets, goals, and guidance for 2017, management would focus on refining the recent growth case, as necessary, to take account of the results of CEB's fourth quarter in accordance with CEB's normal year-end budgeting process.

On November 2, 2016, representatives of Centerview made a presentation to the CEB board regarding the market's view of CEB's prospects in light of its recent performance, potential market indicators of CEB's value, and strategic options available to CEB, including possible financial strategies involving use of CEB's balance sheet. Representatives of K&E also participated in this portion of the meeting, along with members of senior management. Among other things, Centerview observed that CEB's revenue growth rate and trading multiples had declined throughout 2016 and that in light of CEB's higher leverage and commitment to de-leveraging, it was unlikely to be able to fund any significant, additional share repurchases or provide other forms of liquidity to its stockholders in the near term.

Following the Centerview presentation, the CEB board excused members of senior management (other than Mr. Monahan) and discussed with Mr. Monahan his meeting with Mr. Hall and the other inquiries he had received after the public announcement of his decision to step down. The CEB board also received Mr. Monahan's views about potential positive and negative aspects of a combination of CEB's and Gartner's businesses and the fact that Gartner was quite familiar with CEB's business. The CEB board then excused Mr. Monahan and the representatives of Centerview. The CEB board discussed, among other things, CEB's strategic alternatives, Mr. Hall's general expression of interest, the fact that CEB had not received a specific proposal from Gartner, CEB's recent performance, the fact that CEB's fourth quarter is critical to its year-end results, CEB's booking trajectory for 2017 sales, and the prospects for and status of the ongoing CEO search (in which meetings with potential candidates were scheduled to occur before the end of the year). There was consensus among the directors that initiating a strategic transaction process at this time could result in a delay of the CEO search process (including the loss of desirable candidates) and could distract management from its focus on critical fourth quarter operations, and that this could be damaging to the long-term interests of CEB's stockholders. The CEB board decided that Mr. Monahan should advise Mr. Hall that while the CEB board appreciated Gartner's interest in CEB, it did not wish to engage in a discussion of a potential strategic transaction at this time.

The CEB board then recessed, and Mr. Leemon communicated the CEB board's decision to Mr. Monahan. Mr. Monahan subsequently called Mr. Hall and communicated the CEB board's views. Mr. Hall said that while he

understood the CEB board's views, he believed his own board of directors would direct him to send a written proposal to CEB in the next few days. Mr. Monahan said the CEB board would consider any proposal consistent with its fiduciary obligations to CEB's stockholders. Mr. Monahan advised the CEB board of this conversation.

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On November 7, 2016, Mr. Hall sent a confidential letter to Mr. Monahan containing a non-binding proposal for Gartner to acquire CEB in a merger in which it would pay \$34.00 in cash and 0.3641 shares of Gartner common stock for each share of CEB common stock. Based on the closing price of Gartner's stock on November 4, 2016 (\$93.39), the proposal had an implied total value of \$68.00 per share of CEB common stock, which represented a 41.8% premium to the November 4, 2016 closing price of CEB common stock of \$47.95. The letter also indicated that Gartner was open to discussing a proposal that would include a greater percentage of cash consideration.

Mr. Monahan promptly shared the letter with the rest of the CEB board and with Centerview and K&E.

On November 9, 2016, the financial advisor to a privately-owned company that is significantly smaller than CEB contacted one of CEB's directors to ask if CEB might have interest in a strategic transaction with his client. The director referred the call to Mr. Monahan, who returned the call and had a subsequent conversation with the CEO of the privately-owned company, who expressed interest in a possible transaction with CEB but did not make a specific proposal. Mr. Monahan indicated that CEB was focused on finding a successor CEO and executing its stand-alone business plan and was not seeking offers for CEB. He also stated that he would present any credible proposals to the CEB board for review, consistent with the CEB board's fiduciary obligations. Mr. Monahan informed Mr. Leemon of these conversations.

On November 14, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. A representative of K&E reviewed the CEB board's fiduciary duties, certain legal and process considerations in evaluating a potential sale transaction, typical features of a public company merger agreement, and the need to address any conflicts of interest by directors and officers, should any exist. Representatives of Centerview reviewed a preliminary financial analysis of CEB, based on five-year projections derived from the two budgets that management had shared with the CEB board on November 1, 2016. The plans had been extended to five years (from the three years included in the original budgets), based on growth rates provided by management, but otherwise were unchanged from what was provided to the CEB board on November 1, 2016. At this meeting, the CEB board also generally expressed its agreement with management that the recent growth case prepared by management was likely to be most indicative of CEB's future trajectory, in light of CEB's recent performance. The CEB board determined that Centerview should focus its analysis on the recent growth case. Representatives of Centerview also reviewed strategic alternatives available to CEB, and there was discussion of, among other things, the options available to CEB, including operating CEB on a stand-alone basis under a new CEO. The CEB board then excused Mr. Monahan and representatives of Centerview and, among other things, discussed Gartner's proposal and CEB's stand-alone prospects. The CEB board asked Mr. Leemon to request additional preliminary analyses from Centerview to assist in a further consideration of Gartner's proposal and CEB's prospects. The CEB board also received advice from K&E on whether Mr. Monahan's executive severance and transition agreements with CEB created any actual or perceived conflicts of interest for him in addressing a potential strategic transaction. The CEB board agreed to have a meeting of only the independent directors (all of whom, other than Mr. Monahan, are independent) to continue its discussion of Gartner's proposal. The CEB board also agreed to instruct Mr. Monahan not to speak with Mr. Hall until the independent directors had met and reached a view on Gartner's proposal.

Mr. Monahan did not return several calls from Mr. Hall both before and after the November 14, 2016 meeting.

On November 18, 2016, the independent directors held a telephonic meeting. Mr. Monahan received notice of, but did not attend, the meeting. Representatives of K&E and Centerview participated. Representatives of Centerview provided the additional preliminary analyses requested by the directors, which reflected revenue growth and margin sensitivities applied to management's plan. The independent directors discussed, among other things, various aspects of Gartner's proposal, including the impact of volatility in the trading price of Gartner's stock on the total value of the offer and the potential tax consequences to CEB's stockholders of a transaction

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involving different mixes of stock and cash consideration. They also received advice from Centerview on Gartner's likely ability to obtain financing for different levels of cash consideration. While the independent directors were meeting, Mr. Hall contacted Mr. Monahan to advise him that Gartner would be delivering a letter to CEB after the close of markets that day. Mr. Monahan shared this with representatives of K&E, who informed the independent directors of this during the meeting. The independent directors asked Mr. Leemon to work with Mr. Monahan and CEB's legal and financial advisors to prepare a written response to Gartner indicating that while the CEB board recognized the potential strategic benefits of a combination with Gartner, the November 7 proposal undervalued CEB and did not include sufficient cash consideration as a percentage of the overall consideration for the CEB board to proceed with a strategic transaction process at this time.

That afternoon, Mr. Monahan and Mr. Leemon sent a letter to Mr. Hall that reflected these views. On November 21, 2016, Messrs. Monahan and Leemon received a confidential letter from Mr. Hall with a revised non-binding proposal from Gartner. The letter proposed an acquisition of CEB for \$41.00 in cash and 0.3099 shares of Gartner common stock for each share of CEB common stock. Based on the closing price of Gartner's stock on November 18, 2016 (\$103.26), the proposal had an implied total value of \$73.00 per share of CEB common stock, which represented a 32.7% premium to the November 18, 2016 closing price of CEB common stock of \$55.00. The proposal also stated that Gartner was finalizing the committed financing for the cash consideration and that a definitive agreement would not contain any financing contingency. Gartner's letter requested a response on or before December 2, 2016 and indicated Gartner's ability to complete due diligence and sign a definitive agreement within two weeks. Mr. Monahan provided a copy of the letter to the CEB board.

On November 21, 2016, the CEB board convened a special telephonic meeting. Representatives of Centerview and K&E participated. Mr. Monahan received notice of the meeting but agreed not to participate in the meeting. After discussing Gartner's revised proposal, the CEB board concluded that the total value proposed by Gartner still was not sufficiently compelling for CEB to divert focus from the CEO search or critical fourth quarter operations. Among other things, the CEB board also reviewed different approaches to both pre-signing and post-signing market checks and received advice from representatives of K&E on these matters and on the CEB board's fiduciary obligations if it were to decide to pursue a sale transaction. The CEB board expressed substantial concern about the viability and attendant risks of a pre-signing market check, given the risk of leaks and the fact that a leak or a broad-based and open process would require a delay of (and, by causing candidates to drop out of the process, might cause damage to) the ongoing CEO search process and would disrupt CEB's critical fourth quarter operating tasks, because of distraction to employees, as well as current and prospective customers.

The CEB board authorized representatives of Centerview to contact Gartner's financial advisors to communicate its view of Gartner's revised proposal and of CEB's priorities. The CEB board also directed Centerview to indicate that if Gartner wished to increase its offer, the CEB board had a preference for cash consideration in order to minimize the risk of volatility in the value of any offer to the CEB stockholders, due to fluctuations in the price of Gartner's common stock. In addition, in light of the possibility that Gartner might decide to continue pursuing a potential transaction, the CEB board decided to form a committee (the Strategy Committee) of three directors (Messrs. Leemon and Coburn and Ms. Rauch) to promote efficiency and administrative convenience in continuing to address any interactions with Gartner and any related matters. Mr. Leemon was selected to serve as a member on the Strategy Committee because of his strategy background and his position as the Lead Director. Mr. Coburn was selected to serve as a member on the Strategy Committee because of his extensive experience in acquisitions and financing. Ms. Rauch was selected to serve as a member on the Strategy Committee because of her extensive experience with public companies and as a strategic consultant to many businesses. After receiving advice from a representative of K&E, the CEB board decided that the Strategy Committee would not have delegated decision making authority but would be tasked with communicating with management and CEB's outside legal and financial advisors, overseeing discussions and activities between full CEB board meetings, and reporting back to the full CEB board with respect to any matters

requiring substantive decision making.

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On November 22, 2016, the Strategy Committee held a telephonic meeting. Representatives of Centerview and K&E participated. A representative of K&E again advised the directors of their fiduciary duties and reviewed the importance of addressing any conflicts of interest by directors and officers. In response to specific questions from a representative of K&E, the Strategy Committee members confirmed they did not have any conflicts of interest, including investments or other relationships, with Gartner or any of its advisors. Among other things, the Strategy Committee discussed with representatives of Centerview the message they would convey to Gartner's financial advisors, consistent with the CEB board's direction.

On November 27, 2016, representatives of Centerview spoke by telephone with representatives of Goldman Sachs, financial advisors to Gartner. They communicated the CEB board's views on the revised proposal from Gartner. Representatives of Goldman Sachs asked questions about the CEB board's preferences on consideration mix, the decision-making process for evaluating Gartner's proposals, and the potential timing of a transaction, should the CEB board decide to proceed.

On November 29, 2016, representatives of Goldman Sachs and Evercore Group L.L.C., which we refer to as Evercore, financial advisors to Gartner, arranged a telephone call with representatives of Centerview. During this conversation, they advised Centerview that while Gartner was reluctant to bid against itself, Gartner would be delivering a revised proposal that would substantially increase the cash consideration being offered, but that Gartner would not increase the overall value of its offer without receiving a roadmap from the CEB board on how to get to a successful transaction.

Later that day, CEB received a confidential letter from Mr. Hall with a further revised non-binding proposal from Gartner. The letter proposed an increase in cash consideration from \$41.00 to \$52.00 and a reduction in stock consideration from 0.3099 to 0.2031 shares of Gartner common stock for each share of CEB common stock. The further revised proposal continued to have an implied total value of \$73.00 per share of CEB common stock, based on the closing price of Gartner's common stock on November 28, 2016 (\$103.38), which represented a 25.1% premium to the November 28, 2016 closing price of CEB common stock of \$58.35. The letter stated that all other aspects of Gartner's November 21 proposal remained the same, including that a definitive agreement would not contain any financing contingency. The letter again requested a response on or before December 2, 2016. Mr. Monahan provided a copy of the letter to the CEB board.

On November 30, 2016, the CEB board held a special telephonic meeting. Representatives of Centerview and K&E participated. Mr. Monahan received notice of the meeting but agreed not to participate in the meeting. The CEB board received a report on Centerview's conversations with Gartner's financial advisors and reviewed the terms of Gartner's latest proposal. While noting the increase in cash consideration (from 56% to 71% of total consideration), the CEB board expressed disappointment that the total value of the proposal was unchanged and continued to consider the total value to be too low. Among other things, the CEB board discussed with its legal and financial advisors the federal income tax consequences to CEB's stockholders of a transaction with this (or a similar or higher) percentage of cash consideration, since these would be taxable transactions. The CEB board also took note of the fact that CEB's stock price (\$58.35 at the close of trading on November 28, 2016) reflected a lower multiple of earnings than peer group companies and discussed the potential impact that a new CEO could have on CEB's performance and its market value, as well as the uncertainties and risks of finding the right new CEO and then executing a business plan successfully. The CEB board considered whether there was a range of value within which it would consider moving forward with a transaction process, despite the risks of doing so at this time. There was no consensus for moving forward at the level proposed by Gartner. The directors discussed price ranges at which they would individually support moving forward with discussions and noted that at a per share price above \$75-\$76 there might be consensus around moving forward. The CEB board directed representatives of Centerview to communicate the CEB board's views to Gartner's financial advisors.

On December 1, 2016, the Strategy Committee held a telephonic meeting. Representatives of Centerview and K&E participated. The Strategy Committee again discussed with its legal and financial advisors the directors' fiduciary obligations in a sale process, including the different types of pre-signing and post-signing

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market checks that could be used (such as a go-shop arrangement or a fiduciary out exception to a no-shop covenant to comply with the directors' fiduciary duties), should the CEB board decide to move forward with a sale process, what rights the CEB board should expect to have to solicit proposals and to consider unsolicited proposals should CEB enter into a definitive sale agreement.

Later that day, representatives of Centerview spoke with representatives of Goldman Sachs and Evercore by telephone. They conveyed the CEB board's views regarding Gartner's latest proposal, the mix of stock and cash consideration being proposed, the CEB board's views on overall value and its potential receptivity (or lack of receptivity) to moving forward at different price levels.

On December 2, 2016, Messrs. Monahan and Leemon received a confidential letter from Mr. Hall with a further revised non-binding proposal from Gartner. The letter continued to propose cash consideration of \$52.00, but now proposed to increase stock consideration from 0.2031 to 0.2327 shares of Gartner common stock for each share of CEB common stock. The further revised proposal had an implied total value of \$75.50 per share of CEB common stock, based on the closing price of Gartner's common stock on December 1, 2016 (\$100.97), which represented a 30.8% premium to the December 1, 2016 closing price of CEB common stock of \$57.70. The letter again indicated that a definitive agreement would not contain any financing contingency and requested a response as early as possible the following week. Mr. Monahan provided a copy of the letter to the CEB board.

Later that day, the Strategy Committee held a telephonic meeting. Ms. Rauch was unable to attend the meeting. Representatives of Centerview and K&E participated. The value of Gartner's latest offer was discussed in light of the preliminary financial analyses that Centerview had presented previously to the CEB board, as well as the recent trading price of CEB common stock. Among other things, the Strategy Committee also discussed with its legal and financial advisors the valuation volatility risks of fixing the exchange ratio of the stock consideration, and the pros and cons of various alternative approaches, including the use of a collar and a floating exchange ratio.

On December 2, 2016, following the meeting of the Strategy Committee, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. A representative of K&E again advised the directors of their fiduciary duties, including considerations relevant to a sale transaction process. Representatives of K&E also reviewed the importance of addressing any conflicts of interest by directors. Following a brief discussion of Mr. Monahan's executive severance and transition agreements with CEB and in response to specific questions from a representative of K&E, the CEB board members confirmed they did not have any conflicts of interest with Gartner or any of its advisors. The CEB board took note of the significant premium to the current trading price of CEB common stock being offered by Gartner, the amount by which Gartner had increased its offer over time, and that cash still represented 69% of the total consideration. The CEB board then excused Mr. Monahan and Ms. Auerbach from the meeting, and it discussed, among other things, the potential reactions of CEB stockholders to transaction values at and above \$75.50 per share and the directors' views of CEB's value, in light of CEB's stand-alone prospects, its recent performance, management's projections and the potential benefits and risks of the CEO search and transition process. The CEB board concluded that Gartner's revised proposal still was not sufficiently compelling to warrant proceeding with due diligence and a transaction process at this time, given CEB's other priorities. The CEB board observed that if the discussion with Gartner continued for an extended time and if CEB wanted to proceed with a transaction, the upcoming holidays would make it difficult to sign and announce the transaction within a timeframe that would avoid significant delay and/or damage to CEB's CEO search process. The CEB board directed Centerview to encourage Gartner's financial advisors to have their client submit its highest offer, with the greatest proportion of cash consideration it could support, so that the CEB board could make a final decision on whether to proceed or terminate further discussions.

On December 3, 2016, representatives of Centerview spoke with representatives of Goldman Sachs and Evercore and conveyed the CEB board's message.

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On December 5, 2016, representatives of Centerview, Goldman Sachs and Evercore spoke twice. In the first call, representatives of Goldman Sachs and Evercore advised representatives of Centerview that the board of directors of Gartner had not resolved to increase Gartner's offer above \$75.50 per share and that a number of Gartner directors continued to be concerned about Gartner bidding against itself. They said the Gartner board would be convening to discuss the matter later that day. In the second call, representatives of Goldman Sachs and Evercore reported that the Gartner board had met, and while the directors were not fully aligned, Gartner was prepared to increase its offer to \$76.50 a share, but said this was as high as Gartner would go. They also noted that there was significant overlap between the stockholders of Gartner and CEB and that Gartner believed CEB's stockholders would view the transaction favorably. In addition, they stated that the stock exchange ratio Gartner would be proposing would be fixed and based on the closing price of Gartner stock on December 5, 2016, and that the actual value would float based on the trading price of Gartner stock after December 5, 2016 if the parties were able to reach agreement on a deal.

Later that day, Messrs. Monahan and Leemon received a confidential letter from Mr. Hall with a further revised non-binding proposal from Gartner confirming the increased offer. The letter proposed an increase in cash consideration from \$52.00 to \$53.50 per share, and a reduction in stock consideration from 0.2327 to 0.2284 shares of Gartner common stock for each share of CEB common stock. The further revised proposal had an implied total value of \$76.50 per share of CEB stock, based on the closing price of Gartner's common stock on December 5, 2016 (\$100.69), which represented a 32.8% premium to the December 5, 2016 closing price of CEB common stock of \$57.60. The letter again indicated that a definitive agreement would not contain any financing contingency and requested a response as soon as possible. Mr. Monahan provided a copy of the letter to the CEB board.

That same day, after receiving Gartner's letter, the Strategy Committee held a telephonic meeting. Representatives of Centerview and K&E participated. A representative of Centerview updated the directors on Centerview's conversations with the representatives of Goldman Sachs and Evercore, including reporting that, for the first time, Gartner's financial advisors had conveyed that Gartner was becoming frustrated by a multi-week process of making increased offers that the CEB board consistently rejected. The Strategy Committee discussed with its legal and financial advisors a range of matters, including the terms of Gartner's latest proposal, the trading history of Gartner's common stock, Gartner's historic financial performance, the impact on total offer value of various increases and decreases in the trading price of Gartner stock, and various options for attempting to bring finality to the discussions with Gartner.

On December 6, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. Representatives of Centerview reviewed the terms of Gartner's latest proposal and the change in the tone of their discussions with Goldman Sachs and Evercore. Mr. Monahan updated the CEB board on CEB's performance for the fourth quarter, affirming that fourth quarter revenue and bookings continued to support the recent growth case budget that had been presented to the CEB board in November. After excusing Mr. Monahan and Ms. Auerbach, the CEB board discussed Gartner's latest proposal in light of CEB's current trading price, CEB's prospects for meeting or exceeding management's projections for CEB's operation on a stand-alone basis, the potential impact a new CEO could have on CEB, the risks associated with a management transition, and the long-term value of CEB reflected in Centerview's analyses. The CEB board reviewed the process by which it had arrived at this point, noting that while this was not an ideal time to be considering a sale transaction, it had not selected the timing and was obligated to pursue the course it believed was best for CEB's stockholders. The CEB board also took account of the course of negotiations, the price and cash consideration increases that had been obtained, whether Gartner would be willing and able to continue increasing its offer and the timing and confidentiality concerns the CEB board continued to have about conducting any market-check process in advance of having a signed transaction agreement. Among other things, the CEB board discussed with its legal and financial advisors that there was not a small and defined set of likely potential suitors for CEB, as well as its continued concerns about confidentiality. The particular risks of a leak to CEB (because it is highly dependent on engaged talent) also were noted, and the CEB board again took

account of the risk that a leak would have on CEB's critical fourth quarter performance and the ongoing CEO search.
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view of these considerations, the CEB board discussed with its legal and financial advisors its ability and options to conduct a post-signing market-check and that, based in part on an analysis provided previously to the CEB board on November 14, 2016 by Centerview, potential financial acquirers were unlikely to be able to compete with the price that had been proposed by Gartner at the time, due to leverage limitations and the likely absence of operating synergies. The CEB board concluded that in balancing the relevant considerations, it was not willing to engage in a pre-signing market check, whether on a broad or more limited basis, and if it were to decide to pursue a potential sale transaction, any merger agreement should allow for a reasonable post-signing go-shop period, as well as reasonable provisions allowing CEB to receive and accept unsolicited offers if no superior offer is received during the go-shop period. The CEB board also discussed the importance to CEB of assuring a high certainty of closing should it decide to enter into a sale agreement. Representatives of K&E provided their initial views regarding antitrust review of a transaction between CEB and Gartner. Taking note particularly of the potentially significant strategic benefits that could result from a combination of CEB's and Gartner's businesses, the meaningful premium being proposed by Gartner, the various analyses prepared by Centerview regarding CEB, the CEB board's desire to obtain Gartner's highest possible offer, the significant near-term value that would be received by CEB's stockholders if a transaction were to be completed, and the risks inherent in CEB's prospects and future, particularly in light of the CEO and leadership succession process it faced, the CEB board decided that rather than continuing a dialog among financial advisors, Messrs. Leemon and Monahan should speak directly with Mr. Hall to see how much more Gartner would increase its price without reducing the amount of cash being offered. The CEB board also decided that they should share with Mr. Hall the CEB board's view on a post-signing market check process and the importance of having a high degree of closing certainty, particularly with respect to antitrust clearance. The CEB board agreed to make a final decision on whether to proceed in light of the results of the discussion with Mr. Hall.

On December 7, 2016, Messrs. Monahan and Leemon met with Mr. Hall at the offices of Shipman and Goodwin in Stamford, CT. After hearing the CEB board's views on price, process and closing certainty, Mr. Hall indicated that Gartner could increase its offer by \$0.50 per share, funded entirely in cash (which would increase the cash consideration from \$53.50 to \$54.00 per share and result in a total implied price of \$77.00 per share, based on the closing price of Gartner's common stock on December 5, 2016), which represented a 33.7% premium to the December 5, 2016 closing price of CEB common stock of \$57.60. Mr. Leemon indicated that he would take that proposal to the CEB board, and he and Mr. Monahan indicated that they both would support it. Mr. Hall also agreed that Gartner would accept a post-signing go-shop arrangement and that with respect to certainty of closing he was confident Gartner could demonstrate its ability to address any antitrust clearance risk.

Later that day, Messrs. Monahan and Leemon received a confidential letter from Mr. Hall confirming the increased price that Mr. Hall had proposed. The letter again indicated that a definitive agreement would not contain any financing contingency. Mr. Monahan provided a copy of the letter to the CEB board.

Following CEB's receipt of Mr. Hall's letter, representatives of K&E participated in a telephone call with representatives of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Gartner's outside legal counsel, which we refer to as WSGR, to discuss the overall timing and process of negotiations with respect to a merger agreement, if the CEB board decided to move forward. Representatives of K&E communicated, among other things, that CEB expected that a merger agreement would include both a go-shop and a so-called "hell or high water" covenant for regulatory approval (by which Gartner would be obligated to take whatever steps were necessary to obtain antitrust clearance, including divesting assets). Representatives of WSGR confirmed that Gartner was agreeable to a go-shop arrangement, but said it did not think Mr. Hall had agreed or that the board of directors of Gartner would agree to a hell or high water covenant, and that this would need to be discussed, although they acknowledged that Messrs. Leemon and Monahan had communicated to Mr. Hall the importance of closing certainty. Representatives of K&E also indicated that if the CEB board decided to move forward, K&E would be prepared to distribute an initial draft of a merger agreement very quickly. Representatives of WSGR indicated that Gartner was expecting that WSGR would

prepare the initial draft agreement, and it was agreed that the process would need to be discussed if the companies decided to proceed.

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On December 9, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. Mr. L. Kevin Cox was unable to participate in the call. Representatives of Centerview gave an updated presentation to the CEB board of its detailed preliminary financial analysis, which included comparable company and transaction multiple analyses, and a discounted cash flow analysis. Representatives of K&E discussed a potential transaction timeline, should the CEB board determine to pursue a transaction, which targeted an announcement of a transaction in the first week of January 2017. The CEB board discussed with its legal and financial advisors a variety of factors, including, among others, (1) the value that would be received by CEB's stockholders in a transaction based on Gartner's proposal as compared to the intrinsic value of CEB implied by management's projections for CEB's operating performance on a standalone basis (and taking into consideration the uncertainty associated with the introduction of a new CEO), (2) the CEB board's expectation, based on information from management and its financial advisors, that CEB was not likely to receive timely, fully financed offers from other strategic or financial bidders at prices above those being proposed by Gartner, (3) the expectation that any other potential bidders would not be able to move as expeditiously toward a transaction as Gartner, given Gartner's familiarity with CEB and financial position, (4) the significant premium implied by Gartner's offer over CEB's current and 52-week historical share prices, (5) Gartner's agreement to a go-shop process after signing, and (6) the need to sign and announce a transaction or abandon the process by early January to avoid delaying and damaging the CEO search process. After further consultation with its legal and financial advisors, the CEB board expressed general consensus that Gartner was unlikely to increase its offer any further, that continued efforts to negotiate on price risked causing Gartner to walk away, and that at the price indicated in Gartner's latest proposal it was in the best interests of the CEB's stockholders to proceed with Gartner on due diligence and the negotiation of a definitive merger agreement. The CEB board instructed K&E to distribute a draft merger agreement as soon as possible.

The CEB board also directed K&E to prepare and distribute a mutual non-disclosure agreement, which K&E had already been discussing with CEB management. Later that day, K&E distributed a draft non-disclosure agreement to WSGR. On December 12, 2016, representatives of WSGR and K&E discussed the regulatory covenant, and WSGR indicated that Gartner would not agree to a hell or high water covenant and wanted to know before signing a non-disclosure agreement and proceeding with diligence that CEB would not insist on such a covenant as a condition to any deal. A representative of K&E advised WSGR that CEB was not insisting on any particular regulatory standard and would consider the totality of any agreement in determining whether such agreement provided for a sufficiently high degree of certainty of closing. The firms also discussed that the results of the antitrust analyses being carried out by both firms would be relevant to their clients' views of an acceptable regulatory covenant.

On December 11, 2016, WSGR delivered a revised non-disclosure agreement along with a draft exclusivity agreement seeking exclusivity through January 5, 2017. After negotiation, Gartner agreed not to require exclusivity and CEB and Gartner executed a mutual non-disclosure agreement on December 13, 2016.

Between December 8 and 13, 2016, representatives of K&E discussed with senior management of CEB and with the CEB board certain provisions of the draft merger agreement and agreed with them on the positions to be taken on various key terms in the initial draft of the merger agreement.

On December 11, 2016, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. The Strategy Committee discussed, among other things, the due diligence process and the importance of ensuring confidentiality and the desirability of limiting the number of CEB employees involved in the diligence and transaction process. The Strategy Committee also discussed certain employee and compensation matters to be addressed in the draft merger agreement, including a retention plan.

On December 13, 2016, K&E delivered a draft merger agreement to WSGR.

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On December 13 and 14, 2016, members of CEB's senior management gave presentations to members of senior management of Gartner regarding, among other things, CEB's business operations, financial structure and projections and CEB's workforce and benefit programs. On December 14, 2016, senior management of Gartner reviewed information about Gartner's operations and prospects, as part of CEB's financial and operational due diligence of Gartner.

On December 16, 2016, CEB began to make available to Gartner certain non-public information about CEB via an electronic data site as well as through several in-person and telephonic due diligence meetings.

On December 16, 2016, WSGR delivered a draft merger agreement to K&E. WSGR advised K&E that at Gartner's direction, it had used its own draft of the agreement, rather than the one provided previously by K&E, but had incorporated certain key concepts from K&E's draft into the WSGR draft.

Due diligence continued into the third week of December, and during this time CEB and Gartner arranged several in-person and telephonic meetings of various internal business, financial, accounting and legal teams to discuss various matters, including information technology, talent assessment, real estate matters, certain material contracts, human resources matters and other legal, financial and business due diligence matters. Representatives of the legal and financial advisors to each party participated in many of these due diligence sessions and information exchanges.

On December 18, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. Mr. Monahan reviewed with the CEB board that status of the due diligence process, including CEB's diligence review of Gartner. After discussing information about the 2017 growth rate expectations that had been provided to CEB by Gartner's management team, the CEB board authorized Centerview to use five-year projections derived from the 2017 growth rate expectations that had been provided by Gartner and then had been adjusted by CEB senior management, in its evaluation of the fairness of the proposed transaction, from a financial point of view, to CEB's stockholders. Representatives of K&E summarized the key issues in WSGR's draft of the merger agreement, focusing particularly on closing certainty, Gartner's financing, the antitrust clearance process and a proposed closing condition that certain CEB employees enter into employment agreements with Gartner and remain employed by CEB through closing. Among other things, the CEB board discussed with its legal and financial advisors the process for Gartner to obtain financing, the go-shop and no-shop provisions, the CEB's board's ability to seek and accept superior proposals during the go-shop period and its ability to consider and ultimately accept unsolicited proposals during the no-shop period. The CEB board also concluded that the termination fees proposed in WSGR's draft were too high. The CEB board directed management and K&E to work with the Strategy Committee on the satisfactory negotiation of key issues. The CEB board then excused the representatives of Centerview and K&E, and Mr. Monahan discussed with the other directors the potential fee arrangements with Centerview, as well as Allen, which would serve solely as an additional financial advisor to assist in the go-shop process, when and if an agreement were reached with Gartner. After discussion of these matters, the CEB board agreed on the overall economics for such agreements and directed Mr. Monahan to work with K&E to negotiate, finalize and sign engagement letters with both financial advisors.

On December 20, 2016, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. Representatives of K&E reviewed the status of the merger agreement and the key issues, particularly including various alternatives for the antitrust clearance covenant and potential termination fee amounts. Representatives of K&E also discussed with the Strategy Committee the possibility of the CEB board amending CEB's bylaws to adopt an exclusive forum provision, and a potential bylaw amendment was reviewed and discussed.

Following this meeting, and prior to the CEB board's meeting the next day, Mr. Monahan circulated to the CEB board information provided to him by Centerview on December 6, 2016, confirming, among other things, that in the prior two years, Centerview had not been engaged to provide financial advisory services for, or received any fees from, Gartner.

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On December 21, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. Ms. Corbet was unable to participate in the call. After a discussion of the status of due diligence activities, the CEB board agreed that if an agreement with Gartner were signed, Gartner could begin discussions with CEB employees about post-closing employment terms and opportunities, but that CEB should still limit such discussions as much as possible until shortly before a closing to minimize conflict of interest issues and competitive concerns should the transaction be terminated prior to a closing. Representatives of K&E then reviewed certain key terms of the merger agreement and their expectation that, subject to the CEB board's view, they should be able to distribute a fully revised draft of the agreement to WSGR later that evening. Representatives of K&E then discussed with and received guidance from the CEB board on certain key terms of the merger agreement, including particularly a revised approach to antitrust clearance matters that would require Gartner to accept divestitures of assets or businesses accounting for up to an agreed annual revenue amount (if necessary to obtain antitrust clearance) and, if clearance were not obtained, to pay a termination fee to CEB. The CEB board discussed, among other things, the rationale for these amounts and indicated its support for the approach. Representatives of K&E then discussed the exclusive forum bylaw, reviewing the text of a proposed bylaw, the scope and limitations of such a bylaw, the reasons for considering adoption of such a bylaw at this time and the views of courts, investors and governance organizations about board adoption of such a bylaw. The CEB board agreed to consider the matter further.

Later that day, K&E sent a revised draft of the merger agreement to WSGR.

On December 22, 2016, CEB and Centerview executed an engagement letter specifying, among other things, the fees that would be payable to Centerview in connection with the completion of a strategic transaction and providing, if requested, for the delivery by Centerview of a fairness opinion and the payment of a fee to Centerview in connection with such delivery. CEB selected Centerview based on its capabilities and experience advising companies on mergers and acquisitions, financial restructurings, valuation, and capital structure, as well as its deep understanding of the industry dynamics and investment characteristics of the information, data analytics and professional services industries.

Representatives of WSGR and K&E met by telephone on December 23, 2016 to discuss the draft merger agreement. The discussion focused primarily on issues relating to certainty of closing, the timing of and process for Gartner's financing, the duration and terms of the go-shop and no-shop arrangements and CEB's proposed approach to antitrust clearance.

On December 27, 2016, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. Mr. Monahan reported that the diligence process was substantially completed and that representatives of Centerview had confirmed that Gartner had only a small number of high priority requests outstanding. Representatives of Centerview reported on the status of Gartner's financing and noted that Gartner had not yet provided draft financing commitment letters from its financing sources JPMorgan Chase Bank, N.A., which we refer to as JPMorgan, and Goldman Sachs. The Strategy Committee discussed, among other things, the merger agreement provisions relating to Gartner's financing and Gartner's renewed request for voting agreements from the directors and Section 16 officers. The Strategy Committee determined to communicate to the full CEB board its support for the voting agreements.

On December 27, 2016, representatives of K&E and WSGR had a further telephonic discussion of the draft merger agreement.

On December 28, 2016, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview, K&E and Morris, Nichols, Arsht & Tunnell LLP, which we refer to as MNAT, CEB's Delaware counsel, participated. Representatives of K&E again reviewed with the CEB board its fiduciary duties. Centerview reviewed

with the CEB board once again its detailed preliminary financial analysis of CEB's business. The CEB board discussed these analyses with Centerview, and also took note of and discussed its views regarding the increases in the prices of both CEB common stock and Gartner's common stock since early

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November and the resulting impact on the transaction premium. Among other things, the CEB board discussed with representatives of K&E the status of negotiations regarding the material terms of the merger agreement, particularly including the go-shop and no-shop provisions, the ability of the CEB board to consider and accept both solicited and unsolicited superior proposals, the antitrust clearance covenant, the termination provisions and related termination fees payable by CEB and by Gartner in various circumstances, the provisions regarding Gartner's financing, the proposed treatment of CEB equity awards in the transaction, and the terms of the interim operating covenants applicable to CEB and to Gartner. Following discussion of these issues, Mr. Leemon was excused from the call and the members of the Compensation Committee of the CEB board recommended, and the CEB board approved, a special fee payable to Mr. Leemon for his service as chairman of both the Strategy Committee and the board committee that had been formed earlier in the year to address the CEB leadership transition and CEO search process. Consistent with the fees payable to chairs of other CEB board committees, the approved fee was \$15,000 for each committee chair position. Mr. Leemon returned to the call following this approval. Representatives of K&E again discussed the exclusive forum bylaw with the CEB board. The CEB board agreed to consider the matter further.

On December 29, 2016, WSGR delivered a revised draft of the merger agreement to K&E. Later that day, K&E distributed a draft of CEB's disclosure schedules to WSGR.

On December 30, 2016, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. Representatives of K&E discussed the material open issues in the merger agreement with the Strategy Committee, including particularly the timing and certainty of Gartner's financing, Gartner's willingness to allow CEB to declare and pay its regular quarterly dividend between signing and closing, the treatment in the merger of unvested employee equity incentive awards and certain other employee compensation matters between signing and closing, and the restrictions that would be imposed on CEB operations between signing and closing by the revised interim operating covenant proposed by Gartner. Following discussion of these issues, the Strategy Committee directed Mr. Monahan to schedule a call with Mr. Hall to discuss the issues relating to the status of Gartner's financing and the related provisions in the merger agreement.

On December 30, 2016, WSGR distributed to K&E a draft of the debt financing commitment letter from Goldman Sachs and JPMorgan. On the same day, Messrs. Monahan and Hall discussed Gartner's financing and the importance to CEB of ensuring that Gartner's financing did not delay a closing or create added conditionality to the closing.

On December 31, 2016, WSGR distributed a draft of the Gartner disclosure schedules to K&E. On the same day, K&E distributed a mark-up of Gartner's financing commitment letter to Gartner's debt financing lawyers at Sullivan & Cromwell LLP, which we refer to as S&C. The two firms discussed changes to the financing commitment letter and exchanged revised drafts of the letter through January 4, 2017, when the letter was finalized.

On December 31, 2016, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. Representatives of K&E reviewed the terms of Gartner's financing commitment letter and the financing provisions in the merger agreement and noted that they were working with S&C to revise the financing commitment letter and with WSGR on the merger agreement to enhance certainty of funding and further reduce any risk of material delay to closing due to Gartner's debt financing process. The Strategy Committee noted the importance of finalizing the merger agreement during the first week of January in light of the January 13, 2017 interviews of the finalists in CEB's CEO search.

On December 31, 2016, representatives of Centerview and Evercore discussed Gartner's financing and its financing commitment letter, among other items.

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On January 1, 2017, representatives of K&E and WSGR had a telephonic discussion of the revised draft of the merger agreement delivered by WSGR on December 29, 2016. Later that day, K&E sent a revised draft of the merger agreement to WSGR. A copy of the revised merger agreement was provided to the CEB board.

On January 2, 2017, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview, K&E and MNAT participated. Mr. Monahan updated the CEB board on CEB's financial performance in the fourth quarter 2016 and the status of bookings for 2017, which remained consistent with the expectations that Mr. Monahan had shared previously with the CEB board. Taking account of this update, the CEB board confirmed its view that projections prepared previously by CEB's management and shared with both Centerview and Gartner continued to reflect fairly CEB's expected performance. The CEB board reviewed the due diligence process, and representatives of Centerview confirmed that Gartner's review was complete, subject to negotiation of the final terms of the merger agreement. Representatives of K&E and MNAT again advised the CEB board of its fiduciary duties and legal considerations with respect to deciding whether to proceed with a transaction with Gartner. They then discussed the material terms of the merger agreement, including particularly Gartner's agreement to a 35-day negotiation period following a 35-day go-shop period; expected agreement on the termination fee amounts that would be payable by Gartner and CEB under various circumstances and Gartner's obligation to divest of assets and businesses accounting for annual revenue of up to a specific amount if necessary to obtain antitrust clearance; the status of the debt commitment letter and the merger agreement financing provisions; and the scope of interim operating restrictions to be imposed on CEB between signing and closing. Representatives of K&E also reviewed a package of economic points proposed by WSGR pursuant to which CEB would be permitted to continue to pay its regular quarterly dividend between signing and closing and the parties would agree on the treatment of unvested incentive equity awards granted to CEB employees and directors prior to and after the date of the merger agreement. After reviewing the voting agreements to be entered into by directors and CEB's three most senior executive officers, K&E noted that the negotiations with WSGR were substantially complete, except for certain remaining issues related to Gartner's financing and the treatment of CEB's incentive equity awards. Representatives of Centerview again reviewed its preliminary financial analysis of CEB. The CEB board also returned to its discussion of the current trading prices of both CEB's and Gartner's common stock. The CEB board then excused Mr. Monahan and went into executive session with the representatives of K&E, MNAT and Centerview to discuss further the terms of the merger agreement, the treatment in the merger of unvested equity incentive awards held by employees, and the timing of finalizing the merger agreement.

Following the special meeting of the CEB board on January 2, 2017, the Strategy Committee held a telephonic meeting. Mr. Monahan, Ms. Auerbach and representatives of Centerview and K&E participated. The Strategy Committee discussed the provisions proposed by Gartner in its economic points package. In light of the CEB board's discussion of these matters, the Strategy Committee instructed Mr. Monahan to schedule a call with Mr. Hall to propose certain modifications to the treatment of unvested incentive equity awards to provide enhanced retention for a small number of key employees that senior management would identify as being critical to CEB's ability to operate its business successfully between signing and closing and to complete the transaction with Gartner. (This group would not include Mr. Monahan, as he had a pre-existing contractual agreement with CEB regarding these matters.)

Mr. Monahan and Mr. Hall, as well as representatives of K&E and WSGR, discussed the treatment of unvested incentive equity awards several times over the next two days. Messrs. Monahan and Hall agreed that all CEB employees who receive awards of RSUs in 2017 would be entitled to accelerated vesting of those awards if their employment were terminated without cause by Gartner within one year of closing of the merger, consistent with CEB's standard vesting terms. In addition, a small group of specifically identified CEB employees, including certain named executive officers as described in *The Merger Interests of CEB Directors and Executive Officers in the Merger*, would be entitled to accelerated vesting of all unvested RSUs that had been granted to them prior to the signing of the merger agreement if they voluntarily resigned for any reason within one year of closing of the merger and, with

respect to any RSUs granted to them after signing of the merger

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agreement, would be entitled to accelerated vesting of 25% of such awards if they remained employed for at least 90 days post-closing and then resigned for any reason prior to the first anniversary of closing.

On January 3, 2017, WSGR delivered a revised draft of the merger agreement to K&E. Thereafter, the parties and their legal representatives had multiple conference calls to discuss and finalize changes to the merger agreement and related transaction documents, including the disclosure schedules.

Later that day, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview and K&E participated. Representatives of K&E summarized the key issues in the merger agreement, including particularly the financing provisions, the amount of the regulatory termination fee, the treatment of employee compensation and unvested incentive equity awards and the interim operating covenants. Representatives of Centerview again reviewed its preliminary financial analysis of Gartner's offer and the CEB board discussed the value of Gartner's offer in light of the current trading price of CEB common stock and Gartner's common stock. Centerview confirmed that it would be prepared to deliver its fairness opinion to the CEB board the next day, if the companies were able to resolve all remaining substantive definitive points. The CEB board then discussed the exclusive forum bylaw proposal and agreed to make a decision on its adoption the next day.

Throughout January 3, 4 and 5, 2017, representatives of K&E and WSGR had multiple conference calls to negotiate final changes to the merger agreement and related transaction documents, including the disclosure schedules.

On January 4, 2017, K&E sent a revised draft of the merger agreement to WSGR. A copy of the revised merger agreement was provided to the CEB board.

Later that morning, the CEB board held a special telephonic meeting. Ms. Auerbach and representatives of Centerview, K&E and MNAT participated. Representatives of Centerview reviewed Centerview's financial analysis of Gartner's offer, as summarized below under *The Merger Opinion of Centerview Partners LLC*. Representatives of K&E then summarized the status of the merger agreement and indicated that they expected to be able to resolve all remaining issues to CEB's satisfaction later that day. The CEB board then went into recess.

Later that evening, the CEB board resumed its telephonic special meeting. Ms. Auerbach and representatives of Centerview and K&E again participated. A representative of Centerview then rendered Centerview's oral fairness opinion to the CEB board, which opinion was subsequently confirmed in writing, that, as of January 4, 2016 and based upon and subject to the factors and assumptions set forth therein, the \$54.00 in cash and 0.2284 shares of Gartner common stock for each share of CEB common stock to be paid to the holders of the outstanding shares of CEB common stock pursuant to the merger agreement was fair from a financial point of view to such holders. The full text of the opinion of Centerview, dated January 4, 2017, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B to this proxy statement/prospectus. Representatives of K&E again advised the CEB board of its fiduciary duties and reviewed with the CEB board the material terms of the merger agreement, including particularly the material changes as a result of the negotiations between the parties' respective counsel and members of senior management since the CEB board meeting held on January 3, 2017.

The CEB board confirmed that CEB would retain Allen to work with Centerview to solicit potential third-party bidders during the go-shop period. CEB executed an engagement letter with Allen later that evening. CEB decided to engage Allen in light of Allen's prior experience as a financial advisor to CEB and its in depth knowledge of companies and institutions that own and operate businesses similar to CEB's and that actively invest in companies with CEB's profile.

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Following a further discussion of the exclusive forum bylaw, upon a motion duly made and seconded, the CEB board unanimously approved the adoption of an amendment to CEB's bylaws to add an exclusive forum provision. Next, upon a motion duly made and seconded, the CEB board unanimously (acting by roll call vote) adopted resolutions (i) determining that it is in the best interests of CEB and its stockholders for CEB to enter into the merger agreement, (ii) adopting the merger agreement and approving CEB's execution, delivery and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, and (iii) recommending that the merger agreement be submitted to CEB's stockholders for approval at a duly held meeting of CEB's stockholders for such purpose.

On January 4, 2017, the board of directors of Gartner approved the merger.

Early in the morning of January 5, 2017, CEB and Gartner executed the merger agreement and CEB delivered to Gartner the voting agreements executed by CEB's directors and its three most senior executive officers. Later in the morning of January 5, 2017 (prior to the opening of trading on the NYSE), CEB and Gartner issued a joint press release announcing the parties' entry into the merger agreement.

CEB's Reasons for the Merger and Recommendation of the CEB Board of Directors

On January 4, 2017, after an extensive review process, the CEB board determined that the merger and the other transactions contemplated by the merger agreement are advisable, fair to and in the best interests of CEB and its stockholders and approved the merger agreement, the merger and the other transactions contemplated by the merger agreement. **The CEB board recommends that CEB stockholders vote FOR the proposal to adopt the merger agreement.**

In evaluating the merger and the other transactions contemplated by the merger agreement, the CEB board consulted with CEB's management and legal, financial and tax advisors and, in determining that the merger and the other transactions contemplated by the merger agreement are advisable, fair to and in the best interests of CEB and its stockholders, the CEB board considered a wide variety of reasons, including the following:

Per Share Merger Consideration. The CEB board evaluated the attractiveness of the per share merger consideration and the financial terms of the merger agreement. In particular, the CEB board considered the following:

Implied Value. The CEB board concluded that the per share merger consideration to be received by CEB stockholders represented a premium over the market price of CEB common stock. The per share merger consideration implied a value of:

\$77.25 for each outstanding share of CEB common stock, based on the closing price of Gartner common stock on January 4, 2017, the final trading day prior to the public announcement of the merger agreement (representing a premium of approximately 24.7% to the closing price per share of CEB common stock of \$61.90 on January 4, 2017); and

\$77.44 for each outstanding share of CEB common stock, based on the 30 trading day volume weighted average price of Gartner common stock as of January 4, 2017 (representing a premium of approximately 25.1% to the closing price per share of CEB common stock of \$61.90 on January 4, 2017).

Significant Portion of Per Share Merger Consideration in Cash. The CEB board required that a significant portion of the per share merger consideration be paid in cash, because of its belief that this would give CEB stockholders an opportunity to realize immediate and certain value for a significant portion of their investment in CEB common stock and reduce the impact of potential volatility in the trading price of Gartner common stock prior to closing on the value of the merger consideration at closing.

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Participation in Potential Upside through Stock Portion of Per Share Merger Consideration. The CEB board considered that by having a portion of the per share merger consideration paid in Gartner common stock, CEB stockholders, who in the aggregate would own approximately 8% of the combined company as of January 4, 2017, would have the opportunity to participate in any potential growth in the earnings and cash flows of the combined company and any potential future appreciation in the value of Gartner common stock following the merger. The CEB board considered Gartner's strategic rationale for the merger and the prospects of the combined company following the merger, including potential cost savings, revenue synergies and other benefits obtainable from the merger, as well as the trading history of Gartner common stock, its record of consistent and strong revenue and earnings growth and the likelihood of potential growth in the earnings and cash flows of the combined company. The CEB board also considered that the Gartner common stock to be received as part of the merger consideration will be freely tradable at any time in the public market following the closing of the merger, thereby giving CEB stockholders the choice of whether to hold or sell such stock, and when to sell it.

Strategic Compatibility of CEB and Gartner. The CEB board considered the strategic compatibility between Gartner's and CEB's business and the potential synergies that could result from a potential business combination. In particular, the CEB board considered CEB management's view that Gartner's strong sales organization, particularly with middle market companies, and its successful track record of sustained, double-digit sales growth could result in increased sales of CEB's products and services, accelerated revenue growth, greater customer retention and broader cross-selling opportunities. The CEB board also noted that the increased scale of the combined company, as compared to CEB, could create significant enhanced earnings power and opportunities for growth, which CEB as a standalone company might not be able to achieve. In addition, the CEB board considered that the increased scale of the combined company should enhance its ability to attract, motivate and retain top talent, which, in turn, could drive business growth and lead to increased stockholder value.

Assessment of Other Potential Alternatives.

Financial Condition and Standalone Prospects of CEB. The CEB board considered CEB's business, financial condition and results of operations, as well as CEB's prospects as a standalone company. The CEB board considered, among other things, the following:

Market and Execution Risks. The CEB board considered the risks and uncertainties of CEB's future performance, should it seek to remain an independent company. The CEB board also recognized that current leverage levels would limit CEB's near-term financial and strategic flexibility. Moreover, the CEB board realized that despite strong margins and improving product renewal rates, CEB's revenue growth rate had slowed in recent periods. In light of these risks, the CEB board considered the possibility that, if CEB did not enter into the merger agreement with Gartner, the value of CEB common stock could be significantly lower than the implied value of the per share merger consideration. The CEB board concluded that the cash portion of the per share merger consideration will enable CEB stockholders to immediately realize a substantial portion of CEB's present and potential future value without the market or execution risks associated with continuing as a standalone company; and

Uncertainty of Forecasts and Future Performance. The CEB board considered the inherent uncertainty of achieving management's projections, and that as a result CEB's actual financial results in future periods could differ materially from management's forecasted results. In reaching this view, the CEB board took into account general industry and market trends and conditions, the reduced rate of revenue growth in CEB's core North American best practice business throughout 2016 as compared to historical growth rates in the business, the uncertain impact on CEB's future performance of the hiring of a new chief executive

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officer and the potential for additional management changes to occur following the hiring of a new chief executive officer.

Stepping Down of the Chief Executive Officer. Since the announcement on August 31, 2016, that Thomas L. Monahan, III is stepping down from his position as Chairman and Chief Executive Officer of CEB, the CEB board has conducted a search to find a replacement for CEB's Chief Executive Officer and although the search had yielded a promising pipeline of candidates, the board had not yet hired a suitable replacement. The CEB board considered the inherent uncertainty and risks of hiring a new CEO. The CEB board took particular note of the fact that it was looking for, but had not yet identified, a new chief executive officer and that CEB could potentially experience a broad change in its senior leadership and a potentially material change in its operational and business strategy in connection with the stepping down of its long-time CEO.

Other Strategic Alternatives. The CEB board reviewed the strategic alternatives and opportunities available to CEB other than remaining as a standalone company. The CEB board considered that over its history CEB has received relatively few expressions of interest (or inquiries) from other companies or financial sponsors interested in exploring an acquisition of CEB. The CEB board also took note of the views of senior management and its financial advisors that (a) there was no logical group of potential suitors for CEB that were considered financially capable of, and likely to be interested in, acquiring CEB; and (b) financial sponsors were unlikely to be interested in paying, or able to finance and achieve a suitable equity return on, a price to acquire CEB that would be competitive with the price being paid by Gartner. In addition, the CEB board observed that as a result of CEB's current debt levels, it had limited near-term financial flexibility in the near term to make significant acquisitions or to return significant capital to CEB stockholders. Finally, the CEB board recognized that (i) CEB would have the opportunity, during the transaction solicitation period (as described below), to solicit, initiate and engage in negotiations with, and furnish any non-public information regarding CEB or any of its subsidiaries to, any third party in connection with or in response to a competing takeover proposal; and (ii) CEB has an additional 35-day period to complete negotiation of any acquisition proposal that is made in the transaction solicitation period and is determined by CEB board to be reasonably likely to lead to a superior offer.

Opinion of Financial Advisors. The CEB board considered the opinion of Centerview rendered to the CEB board on January 4, 2017, which was subsequently confirmed by delivery of a written opinion dated such date that, as of such date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion, the merger consideration to be paid to the CEB stockholders (other than as specified in such opinion) pursuant to the merger agreement was fair, from a financial point of view, to such holders, as more fully described in the subsection of this proxy statement/prospectus entitled *Opinion of Centerview Partners LLC* beginning on page 60.

Terms of the Merger Agreement. The CEB board reviewed and considered the terms of the merger agreement that CEB was able to obtain as a result of extensive negotiations with Gartner, including the parties' respective representations, warranties and covenants, the conditions to their respective obligations to consummate the merger and their ability to terminate the merger agreement. See the section of this proxy

statement/prospectus entitled *The Merger Agreement* for a detailed discussion of the terms and conditions of the merger agreement. In particular, the CEB board considered the following:

Terms of Gartner's Financing; Absence of Financing Condition. The CEB board considered that Gartner's obligation to consummate the merger is not subject to any financing condition, and that Gartner acknowledged the absence of any financing conditionality in the merger agreement. The CEB board also took account of the terms of the financing commitments obtained by Gartner in connection with entering into the merger agreement, the limited conditions included in such commitments, and Gartner's representation in the merger agreement that as of signing it had no reason to believe the conditions would not be satisfied and the contemplated financing would not

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be available to Gartner for closing. The CEB board also observed that Gartner's debt commitments included a bridge facility as a backstop to Gartner's contemplated senior debt offering. For additional information on Gartner's financing, see the section of this proxy statement/prospectus entitled *The Merger Financing of the Merger and Indebtedness Following the Merger*. In addition, the CEB board considered Gartner's financial strength, its low level of debt, prior to the closing of the merger, and its ability to obtain additional financing in order consummate the merger. Finally, the CEB board noted that even if Gartner were unable to obtain external financing, CEB would be able to seek a judicial order to require Gartner to close the merger or to sue for monetary damages.

Conditions to Closing the Merger; Likelihood of Closing. The CEB board considered the likelihood of the consummation of the merger, including Gartner's obligations to consummate the merger notwithstanding its failure to obtain financing, Gartner's obligations to use reasonable best efforts to obtain all antitrust approvals (including agreeing to divestitures of assets and/or businesses of CEB or its subsidiaries accounting for up to \$125 million of annual revenue (as measured by revenues for the 12 months ended December 31, 2016), if necessary to obtain antitrust approval) and the expectation that the merger will be approved by the applicable regulatory authorities and the CEB stockholders. The CEB board also took into account that Gartner would be required to pay CEB a termination fee of \$125 million if the merger fails to close due to failure to obtain antitrust approval.

Ability to Terminate Merger Agreement to Accept a Superior Proposal. The CEB board considered the provisions in the merger agreement that provide for the ability of the CEB board to terminate the merger agreement to accept a superior proposal, subject to certain restrictions imposed by the merger agreement as described in the section of this proxy statement/prospectus entitled *The Merger Agreement Termination of the Merger Agreement*, including that CEB would be required to pay Gartner a termination fee of \$99 million concurrently with such termination and a termination fee of \$49.5 million if such termination is a result of a superior takeover proposal that was received during the transaction solicitation period.

Ability to Change Recommendation. The CEB board considered the provisions in the merger agreement that permit the CEB board to withdraw or modify the CEB recommendation:

following the receipt of an acquisition proposal that the CEB board determines in good faith constitutes a superior proposal, subject to certain restrictions imposed by the merger agreement as described in the section of this proxy statement/prospectus entitled *The Merger Agreement Change in Board Recommendation*; or

in response to an intervening event, subject to certain restrictions imposed by the merger agreement as described in *The Merger Agreement Change in Board Recommendation*.

Specific Performance. The CEB board considered CEB's right, pursuant to the merger agreement, to seek specific performance to prevent breaches of the merger agreement and to enforce specifically the terms of the merger agreement, including requiring Gartner to consummate the merger when all

conditions to closing have been satisfied (and without regard to Gartner's ability to obtain external financing);

Termination Fee. The CEB board considered that the termination fee that could become payable by CEB pursuant to the merger agreement was reasonable, and would not likely deter alternative acquisition proposals that would be more favorable to the CEB stockholders than the transactions contemplated by the merger agreement. The CEB board also considered that Gartner would be required to pay CEB a termination fee of \$125 million if antitrust approval were not obtained for any reason before July 5, 2017, subject to certain extensions that could extend to October 5, 2017.

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Appraisal Rights. The CEB board considered the availability of appraisal rights for CEB stockholders who properly exercise their rights under the DGCL, which would give such stockholders the ability to seek and be paid a judicially determined appraisal of the fair value of their shares of common stock entirely in cash following the consummation of the merger.

Interim Operating Covenant Applicable to Gartner. The CEB board considered the limitations on the conduct of Gartner's business during the pendency of the merger that Gartner agreed to accept and the fact that these covenants are intended (i) to guard against a meaningful change in Gartner's business or financial conditions between signing and closing that could materially reduce the value of Gartner common stock to be received by CEB stockholders as part of the merger consideration and (ii) to prohibit Gartner from taking actions that would negatively affect the ability of the companies to obtain antitrust clearance of the merger on a timely basis.

The CEB board also identified and considered a number of countervailing reasons and risks to CEB and its stockholders relating to the merger and the merger agreement, including the following:

Dilution of Direct Ongoing Participation in CEB's Potential Upside. The CEB board considered that CEB stockholders would not have the opportunity to continue participating in CEB's potential upside as a standalone company, but would only participate in CEB's upside as a part of the combined company if they retained some or all of the stock portion of the per share merger consideration following the consummation of the merger. The CEB board also considered that, following the closing, each CEB stockholder would hold a significantly smaller percentage of equity interest in the combined company than they held in CEB prior to the merger, which will significantly reduce their voting power in the combined company.

Combined Company Business Risks. The CEB board considered that CEB stockholders would be subject to the future financial, business and operational risks associated with the combined company, if they retain the Gartner common stock received in the merger. The CEB board considered that there could be uncertainties associated with the successful implementation of the combined company's business plan and strategy, the combined company's ability to realize the anticipated benefits of the merger on the timeline expected or at all and the integration of CEB's businesses with Gartner's businesses in an efficient and cost effective manner. The CEB board considered that the failure of any of these activities to be completed successfully may decrease the actual benefits of the merger to the extent CEB stockholders retain Gartner common stock received in the merger.

Combined Company Debt. The CEB board considered that following the merger Gartner will be significantly more highly leveraged than it is today, which may limit the combined company's financial flexibility, including with respect to future capital plans and acquisitions, if any, and could increase its vulnerability to adverse economic and industry conditions.

Fixed Exchange Ratio. The CEB board considered that because the stock portion of the per share merger consideration is based on a fixed exchange ratio of Gartner common stock, the value of the stock portion of the per share merger consideration could decline prior to the closing.

Potential Failure to Consummate the Merger. The CEB board considered the risk that the conditions to the merger agreement may not be satisfied and that, therefore, the merger may not be consummated. The CEB board also considered the risks and costs to CEB if the merger is not consummated, including potential employee and customer attrition, the potential effect on business relationships and the potential effect on the trading price of the CEB shares. The CEB board took particular note of the fact that if the merger were not consummated it would be required to re-start the CEO search, likely would have lost the ability to hire any of the candidates who had been identified as finalists prior to the termination of the CEO search upon announcement of the signing of the merger agreement and might have to manage CEB's business for an extended period with the existing management team that it might have difficulty retaining, including a CEO who has announced his intention to retire no later than June 30, 2017.

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Tax. The CEB board considered that gain attributable to the receipt of both cash and Gartner common stock in exchange for shares of CEB common stock pursuant to the merger will be fully taxable for U.S. federal income tax purposes for many of CEB's stockholders.

Interim Operating Covenants. The CEB board considered the limitations imposed by the merger agreement on the conduct of CEB's business during the pendency of the merger and the fact that these covenants may limit CEB's ability to pursue business opportunities that may arise or take other actions it might otherwise take with respect to the operations of CEB during the pendency of the merger.

Interests of CEB's Directors and Executive Officers. The CEB board considered that CEB's directors and executive officers have interests in the merger that may be different from or in addition to the interests of CEB's stockholders generally, as described in the section of this proxy statement/prospectus entitled *Interests of CEB's Directors and Executive Officers in the Merger* beginning on page 74.

Potential Diversion of Management. The CEB board considered the possible diversion of management's time and attention from CEB's ongoing business, given the substantial time and effort necessary to consummate the merger and to plan for and implement the integration of the operations of CEB and Gartner.

Other Risks. The CEB board considered the types and nature of the risks described under the section of this proxy statement/prospectus entitled *Risk Factors* beginning on page 19.

The CEB board concluded that the potentially negative reasons associated with the merger were outweighed by the potential benefits that it expected CEB stockholders would receive as a result of the merger, including the belief of the CEB board that the merger would maximize the value received by CEB stockholders and eliminate the risks and uncertainties affecting the future prospects of CEB as a standalone company.

The preceding discussion of the reasons considered by the CEB board is not intended to be exhaustive but only includes certain reasons considered by the CEB board. In view of the complexity and wide variety of reasons considered by the CEB board in connection with its evaluation of the merger, the CEB board did not attempt to quantify, rank or otherwise assign relative weights to the different reasons that it considered in reaching its decision. In addition, in considering the reasons described above, individual members of the CEB board may have given different weight to different reasons. The CEB board considered this information as a whole and overall considered the information and reasons to be favorable to, and in support of, its determinations and recommendations.

The above discussion of CEB's reasons for the merger contains information that is forward-looking in nature and, therefore, should be read in conjunction with the section entitled *Cautionary Statement Regarding Forward-Looking Statements* beginning on page 32 of this proxy statement/prospectus.

Opinion of Centerview Partners LLC

On January 4, 2017, Centerview rendered to the CEB board its oral opinion, subsequently confirmed in a written opinion dated such date, that, as of such date and based upon and subject to various assumptions made, procedures followed, matters considered, and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion, the merger consideration to be paid to the holders of shares of CEB common stock (other than holders of Excluded Shares) pursuant to the merger agreement was fair, from a financial point of view, to such

holders.

The full text of Centerview's written opinion, dated January 4, 2017, which describes the assumptions made, procedures followed, matters considered, and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion, is attached as Annex B and is incorporated herein by reference. **The summary of the written opinion of Centerview set forth below is qualified in its entirety to the full text of**

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Centerview's written opinion attached as Annex B. Centerview's financial advisory services and opinion were provided for the information and assistance of the CEB board (in their capacity as directors and not in any other capacity) in connection with and for purposes of its consideration of the Transaction and Centerview's opinion only addressed the fairness, from a financial point of view, as of the date thereof, to the holders of shares of CEB common stock (other than holders of Excluded Shares) of the merger consideration to be paid to such holders pursuant to the merger agreement. Centerview's opinion did not address any other term or aspect of the merger agreement or the Transaction and does not constitute a recommendation to any CEB stockholder or any other person as to how such stockholder or other person should vote with respect to the merger or otherwise act with respect to the Transaction or any other matter.

The full text of Centerview's written opinion should be read carefully in its entirety for a description of the assumptions made, procedures followed, matters considered, and qualifications and limitations upon the review undertaken by Centerview in preparing its opinion.

In connection with rendering the opinion described above and performing its related financial analyses, Centerview reviewed, among other things:

a draft of the merger agreement dated January 4, 2017, which we refer to in this summary of Centerview's opinion as the draft merger agreement;

Annual Reports on Form 10-K of CEB and Gartner, in each case for the fiscal years ended December 31, 2015, 2014 and 2013;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of CEB and Gartner;

certain publicly available research analyst reports for CEB and Gartner;

certain other communications from CEB and Gartner to their respective stockholders;

certain internal information relating to the business, operations, earnings, cash flow, assets, liabilities and prospects of CEB, including certain financial forecasts, analyses and projections relating to CEB prepared by management of CEB and furnished to Centerview by CEB for purposes of Centerview's analysis, which are referred to in this summary of Centerview's opinion as the CEB Forecasts (the CEB Forecasts are summarized in the section of this proxy statement/prospectus entitled *The Merger CEB Certain Unaudited Financial Forecasts* beginning on page 82), and which are collectively referred to in this summary of Centerview's opinion as the CEB Internal Data;

certain internal information relating to the business, operations, earnings, cash flow, assets, liabilities and prospects of Gartner furnished to Centerview by Gartner and CEB for purposes of Centerview's analysis, which are collectively referred to in this summary of Centerview's opinion as the Gartner Internal Data; and

certain financial forecasts, analyses and projections relating to Gartner prepared by management of CEB for the years 2016 through 2021, based in part on financial forecasts and projections relating to Gartner prepared by management of Gartner for only the years 2016 and 2017, and furnished to Centerview by CEB for purposes of Centerview's analysis, which are referred to in this summary of Centerview's opinion as the CEB-Prepared Gartner Forecasts.

Centerview also participated in discussions with members of the senior management and representatives of CEB regarding its assessment of the CEB Internal Data (including, without limitation, the CEB Forecasts), the Gartner Internal Data and the CEB-Prepared Gartner Forecasts, as appropriate, and the strategic rationale for the Transaction. In addition, Centerview participated in discussions with members of management of Gartner regarding the Gartner Internal Data and financial forecasts and projections relating to Gartner prepared by management of Gartner for the years 2016 and 2017. In addition, Centerview reviewed publicly available financial and stock market data, including valuation multiples, for CEB and Gartner and compared that data with similar data for certain other companies, the securities of which are publicly traded, in lines of business that Centerview deemed relevant. Centerview also compared certain of the proposed financial terms of the Transaction with the financial terms, to the extent publicly available, of certain other transactions that Centerview deemed relevant and conducted such other financial studies and analyses and took into account such other information as Centerview deemed appropriate.

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Centerview assumed, without independent verification or any responsibility therefor, the accuracy and completeness of the financial, legal, regulatory, tax, accounting and other information supplied to, discussed with, or reviewed by Centerview for purposes of its opinion and, with CEB's consent, Centerview relied upon such information as being complete and accurate. In that regard, Centerview assumed, at CEB's direction, that the CEB Internal Data (including, without limitation, the CEB Forecasts) and the CEB-Prepared Gartner Forecasts were reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of CEB as to the matters covered thereby and that the Gartner Internal Data have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Gartner as to the matters covered thereby, and Centerview relied, at CEB's direction, on the CEB Internal Data (including, without limitation, the CEB Forecasts), the Gartner Internal Data and the CEB-Prepared Gartner Forecasts for purposes of Centerview's analysis and opinion. Centerview expressed no view or opinion as to the CEB Internal Data (including, without limitation, the CEB Forecasts), the Gartner Internal Data or the CEB-Prepared Gartner Forecasts or the assumptions on which they were based. In addition, at CEB's direction, Centerview did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet or otherwise) of CEB or Gartner, nor was Centerview furnished with any such evaluation or appraisal, and was not asked to conduct, and did not conduct, a physical inspection of the properties or assets of CEB or Gartner. Centerview assumed, at CEB's direction, that the final executed merger agreement would not differ in any respect material to Centerview's analysis or opinion from the draft merger agreement reviewed by Centerview. Centerview also assumed, at CEB's direction, that the Transaction will be consummated on the terms set forth in the merger agreement and in accordance with all applicable laws and other relevant documents or requirements, without delay or the waiver, modification or amendment of any term, condition or agreement, the effect of which would be material to Centerview's analysis or Centerview's opinion and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Transaction, no delay, limitation, restriction, condition or other change, including any divestiture requirements or amendments or modifications, will be imposed, the effect of which would be material to Centerview's analysis or Centerview's opinion. Centerview did not evaluate and did not express any opinion as to the solvency or fair value of CEB or Gartner, or the ability of CEB or Gartner to pay their respective obligations when they come due, or as to the impact of the Transaction on such matters, under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. Centerview is not a legal, regulatory, tax or accounting advisor, and Centerview expressed no opinion as to any legal, regulatory, tax or accounting matters.

Centerview's opinion expressed no view as to, and did not address, CEB's underlying business decision to proceed with or effect the Transaction, or the relative merits of the Transaction as compared to any alternative business strategies or transactions that might be available to CEB or in which CEB might engage. Centerview's opinion was limited to and addressed only the fairness, from a financial point of view, as of the date of Centerview's written opinion, to the holders of shares of CEB common stock (other than holders of Excluded Shares) of the merger consideration to be paid to such holders pursuant to the merger agreement. For purposes of its opinion, Centerview was not asked to, and Centerview did not, express any view on, and its opinion did not address, any other term or aspect of the merger agreement or the Transaction, including, without limitation, the structure or form of the Transaction, or any other agreements or arrangements contemplated by the merger agreement or entered into in connection with or otherwise contemplated by the Transaction, including, without limitation, the fairness of the Transaction or any other term or aspect of the Transaction to, or any consideration to be received in connection therewith by, or the impact of the Transaction on, the holders of any other class of securities, creditors or other constituencies of CEB or any other party. In addition, Centerview expressed no view or opinion as to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to be paid or payable to any of the officers, directors or employees of CEB or any party, or class of such persons in connection with the Transaction, whether relative to the merger consideration to be paid to the holders of shares of CEB common stock (other than holders of Excluded Shares) pursuant to the merger agreement or otherwise. Centerview's opinion was necessarily based on financial, economic, monetary, currency, market and other conditions and circumstances as in effect on, and the information made available to Centerview as

of, the date of Centerview's written opinion, and Centerview does not have any obligation or responsibility to

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update, revise or reaffirm its opinion based on circumstances, developments or events occurring after the date of Centerview's written opinion. Centerview expressed no view or opinion as to what the value of the common stock of Gartner actually will be when issued pursuant to the Transaction or the prices at which shares of CEB common stock or the common stock of Gartner will trade or otherwise be transferable at any time, including following the announcement or consummation of the Transaction. Centerview's opinion does not constitute a recommendation to any stockholder of CEB or any other person as to how such stockholder or other person should vote with respect to the merger or otherwise act with respect to the Transaction or any other matter. Centerview's financial advisory services and its written opinion were provided for the information and assistance of the CEB board (in their capacity as directors and not in any other capacity) in connection with and for purposes of its consideration of the Transaction. The issuance of Centerview's opinion was approved by the Centerview Partners LLC Fairness Opinion Committee.

Summary of Centerview Financial Analysis

The following is a summary of the material financial analyses prepared and reviewed with the CEB board in connection with Centerview's opinion, dated January 4, 2017. **The summary set forth below does not purport to be a complete description of the financial analyses performed or factors considered by, and underlying the opinion of, Centerview, nor does the order of the financial analyses described represent the relative importance or weight given to those financial analyses by Centerview. Centerview may have deemed various assumptions more or less probable than other assumptions, so the reference ranges resulting from any particular portion of the analyses summarized below should not be taken to be Centerview's view of the actual value of CEB or Gartner. Some of the summaries of the financial analyses set forth below include information presented in tabular format. In order to fully understand the financial analyses, the tables must be read together with the text of each summary, as the tables alone do not constitute a complete description of the financial analyses performed by Centerview. Considering the data in the tables below without considering all financial analyses or factors or the full narrative description of such analyses or factors, including the methodologies and assumptions underlying such analyses or factors, could create a misleading or incomplete view of the processes underlying Centerview's financial analyses and its opinion.** In performing its analyses, Centerview made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of CEB, Gartner or any other parties to the Transaction. None of CEB, Gartner, Merger Sub or Centerview or any other person assumes responsibility if future results are materially different from those discussed. Any estimates contained in these analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than as set forth below. In addition, analyses relating to the value of CEB and Gartner do not purport to be appraisals or reflect the prices at which shares of CEB common stock or the common stock of Gartner may actually be sold. Accordingly, the assumptions and estimates used in, and the results derived from, the financial analyses are inherently subject to substantial uncertainty. The following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before January 3, 2017 (the last trading day before Centerview's delivery of its opinion to the CEB board) and is not necessarily indicative of current market conditions.

CEB Financial Analyses

Selected Comparable Public Company Analysis. Centerview reviewed and compared certain financial information, ratios and multiples for CEB to corresponding financial information, ratios and multiples for fifteen publicly traded companies in the vertical information / data analytics, consulting and executive search and human resources / talent management industries that Centerview deemed comparable, based on its experience and professional judgment, to CEB, which are referred to as the selected companies in this summary of Centerview's opinion. The selected companies consisted of the following six vertical information / data analytics companies (which are referred to as the selected data analytics companies), five consulting companies (which are referred to

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as the selected consulting companies) and four executive search and human resources / talent management companies (which are referred to as the selected professional services companies):

Selected Data Analytics Companies	EV /2017E Adj. EBITDA
The Advisory Board Company	10.1x
Factset Research Systems Inc.	16.1x
Forrester Research Inc.	15.8x
Gartner, Inc.	16.2x
IHS Markit Ltd.	13.0x
Verisk Analytics, Inc.	15.0x
Selected Consulting Companies	
Exponent, Inc.	16.9x
FTI Consulting, Inc.	9.6x
Huron Consulting Group Inc.	9.0x
ICF International, Inc.	10.7x
Navigant Consulting, Inc.	9.5x
Selected Professional Services Companies	
Heidrick & Struggles International, Inc.	6.1x
Insperty, Inc.	8.6x
Korn Ferry International	6.6x
Robert Half International Inc.	9.8x

Although none of the selected companies is directly comparable to CEB, these companies were selected, among other reasons, because they are publicly traded companies with certain operational and financial characteristics, which, for purposes of its analyses, Centerview considered to be similar to those of CEB.

Using publicly available information obtained from SEC filings, FactSet (a data source containing historical and estimated financial data) and publicly available Wall Street research as of January 3, 2017, Centerview calculated, for each selected company, enterprise value (calculated as the market value of common equity (determined using the treasury stock method and taking into account outstanding in-the-money options, warrants and restricted stock units, as applicable) plus the book value of debt, less cash), as a multiple of 2017 calendar year estimated adjusted earnings before interest, taxes, depreciation and amortization, which is referred to as adjusted EBITDA.

The results of these analyses are summarized below:

	EV / 2017E Adj.			
	Min	Average	Median	Max
Selected Data Analytics Companies	10.1x	14.4x	15.4x	16.2x
Selected Consulting Companies	9.0x	11.1x	9.6x	16.9x
Selected Professional Services Companies	6.1x	7.8x	7.6x	9.8x

Based on its experience and professional judgment, for purposes of its analysis Centerview selected an enterprise value to estimated calendar year 2017 adjusted EBITDA multiple reference range of 10.5x to 12.0x. In selecting this

reference range, Centerview made qualitative judgments based on its experience and professional judgment concerning differences between the business, financial and operating characteristics and prospects of CEB and the selected companies that could affect the public trading values in order to provide a context in which to consider the results of the quantitative analysis. Using this reference range and CEB's estimated calendar year 2017 adjusted EBITDA reflected in the CEB Forecasts, Centerview calculated a range of implied values per share of CEB common stock of \$60.10 to \$71.75, rounded to the nearest \$0.05. Centerview then compared this range to the value of the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017.

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Selected Transactions Analysis. Centerview analyzed certain information relating to the following selected transactions announced since 2010 involving companies that are of a substantial size in the vertical information / data analytics, consulting and executive search and human resources / talent management industries and for which publicly disclosed information is available. Centerview used its experience, expertise and knowledge of these industries to select transactions that involved companies with certain operations, results, business mix or product profiles that, for purposes of analysis, may be considered similar to certain operations, results, business mix or product profiles of CEB.

Announcement Date	Acquirer	Target	EV / LTM Adj. EBITDA
September 2016	Informa PLC	Penton Information Services	11.0x
May 2016	Onex Corporation and Baring Private Equity Asia	Thomson Reuters Intellectual Property & Science	12.4x
April 2016	XIO Group	J.D. Power and Associates	15.7x
July 2015	McGraw Hill Financial, Inc.	SNL Financial LC	32.8x
September 2015	Korn Ferry International	Hay Group	11.3x
March 2015	Verisk Analytics, Inc.	Wood Mackenzie Ltd.	17.3x
January 2015	Huron Consulting Group Inc.	Studer Group	12.7x
December 2014	The Advisory Board Company	Royall & Company, Inc.	18.6x
October 2014	Vista Equity Partners	NAVEX Global, Inc.	13.2x
March 2014	Charterhouse Capital Partners LLP	Skillsoft PLC	11.1x
June 2013	IHS Markit Ltd.	R. L. Polk & Co.	14.0x
December 2012	The Carlyle Group, Stone Point Capital, Pictet & Cie and the Edmond de Rothschild Group	Duff & Phelps Corporation	7.0x
August 2010	PricewaterhouseCoopers LLP	Diamond Management & Technology Consultants, Inc.	11.7x
July 2010	Aon Corporation	Hewitt Associates, Inc.	7.2x
February 2010	Berkshire Partners LLC	Skillsoft PLC	9.2x

No company or transaction used in this analysis is directly comparable to CEB or Gartner or the Transaction. The companies included in the selected transactions are companies that were selected, among other reasons, because they have certain operational and financial characteristics that, for the purposes of its analysis, Centerview considered to be similar to those of CEB. The reasons for and the circumstances surrounding each of the selected transactions analyzed were diverse, and there are inherent differences in the business, operations, financial conditions and prospects of CEB and Gartner and the companies included in the selected transactions.

For each of the selected transactions, based on public filings, press releases made by the companies involved and other publicly available information, Centerview calculated and compared the enterprise value implied for each target company based on the consideration payable in the applicable selected transaction as a multiple of its adjusted EBITDA for the last twelve months prior to the announcement of the applicable transaction, which is referred to as LTM adjusted EBITDA.

The results of these analyses are summarized below:

**EV / LTM Adj.
EBITDA**

	Min	Average	Median	Max
Selected Transactions	7.0x	13.7x	12.4x	32.8x

Based on its analysis of the relevant metrics for each of the selected companies, Centerview selected an enterprise value to estimated LTM adjusted EBITDA multiple reference range of 11.0x to 14.0x. In selecting this reference range, Centerview made qualitative judgments based on its experience and professional judgment concerning differences between the business, financial and operating characteristics and prospects of CEB and

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the companies included in the selected transactions and other factors that could affect the public trading, acquisition or other values of such companies or CEB. Centerview applied these reference ranges to CEB's estimated calendar year 2016 adjusted EBITDA reflected in the CEB Forecasts to calculate a range of implied values per Share of \$60.95 to \$83.45, rounded to the nearest \$0.05. Centerview then compared the results of this analysis to the value of the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017.

Discounted Cash Flow Analysis. Centerview performed a discounted cash flow analysis of CEB, which is a traditional valuation methodology used to derive a valuation of an asset by calculating the present value of estimated future cash flows of the asset. Present value refers to the current value of future cash flows and is obtained by discounting those future cash flows by a discount rate that takes into account macroeconomic assumptions and estimates of risk, the opportunity cost of capital, expected returns and other appropriate factors.

In performing this analysis, Centerview calculated the estimated present value of the unlevered free cash flows of CEB reflected in the CEB Forecasts for 2017 through 2021. The terminal value of CEB at the end of the forecast period was estimated by applying a range of illustrative enterprise value to adjusted EBITDA exit multiples of 10.5x to 12.0x to CEB's estimated forward adjusted EBITDA as of December 31, 2021, as reflected in the CEB Forecasts. The unlevered free cash flows and terminal values were then discounted to present value using discount rates ranging from 9.50% to 13.25%. This range of discount rates was determined based on Centerview's analysis of CEB's weighted average cost of capital. Based on its analysis, Centerview calculated a range of implied values of \$62.15 to \$86.65 per share of CEB common stock, rounded to the nearest \$0.05. Centerview then compared the results of this analysis to the value of the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017.

Gartner Financial Analyses

Selected Public Companies Analysis. Centerview reviewed and compared certain financial information, ratios and multiples for Gartner to corresponding financial information, ratios and multiples for the following five publicly traded companies in the vertical information / data analytics industry that Centerview deemed comparable, based on its experience and professional judgment, to Gartner, which are referred to as the Gartner selected companies in this summary of Centerview's opinion:

	EV / 2017E Adj. EBITDA
The Advisory Board Company	10.1x
Factset Research Systems Inc.	16.1x
Forrester Research Inc.	15.8x
IHS Markit Ltd.	13.0x
Verisk Analytics, Inc.	15.0x

Although none of the Gartner selected companies is directly comparable to Gartner, these companies were selected, among other reasons, because they are publicly traded companies with certain operational and financial characteristics, which, for purposes of its analyses, Centerview considered to be similar to those of Gartner.

Using publicly available information obtained from SEC filings, FactSet and publicly available Wall Street research as of January 3, 2017, Centerview calculated, for each Gartner selected company, enterprise value as a multiple of

estimated next twelve months (as of January 3, 2017) adjusted EBIDTA.

The results of these analyses are summarized below:

	EV / 2017E Adj. EBITDA			
	Min	Average	Median	Max
Selected Public Comparable Companies	10.1x	14.0x	15.0x	16.1x

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Based on its experience and professional judgment, for purposes of its analysis Centerview selected an enterprise value to estimated calendar year 2017 adjusted EBITDA multiple reference range of 13.0x to 17.0x. In selecting this reference range, Centerview made qualitative judgments based on its experience and professional judgment concerning differences between the business, financial and operating characteristics and prospects of Gartner and the Gartner selected companies that could affect the public trading values in order to provide a context in which to consider the results of the quantitative analysis. Using this reference range and the CEB-Prepared Gartner Forecasts, Centerview calculated a range of implied values per share of Gartner common stock of \$77.55 to \$102.25, rounded to the nearest \$0.05.

Discounted Cash Flow Analysis. Centerview performed a discounted cash flow analysis of Gartner. In performing this analysis, Centerview calculated the estimated present value of the unlevered free cash flows of Gartner reflected in the CEB-Prepared Gartner Forecasts for 2017 through 2021. The terminal value of Gartner at the end of the forecast period was estimated by applying a range of illustrative enterprise value to adjusted EBITDA exit multiples of 13.0x to 16.5x to Gartner's estimated forward adjusted EBITDA as of December 31, 2021, as reflected in the CEB-Prepared Gartner Forecasts. The unlevered free cash flows and terminal values were then discounted to present value using discount rates ranging from 7.50% to 10.50%. This range of discount rates was determined based on Centerview's analysis of Gartner's weighted average cost of capital. Based on its analysis, Centerview calculated a range of implied values per share of Gartner common stock of \$95.50 to \$133.15, rounded to the nearest \$0.05.

Other Factors

Centerview noted for the CEB board certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced solely for informational purposes, including, among other things, the following:

Historical Stock Price Trading Analysis. Centerview reviewed the stock price performance of CEB common stock for the 52-week period prior to January 3, 2017. Centerview noted that the range, rounded to the nearest \$0.05, of low and high closing prices of CEB common stock during the prior 52-week period was \$47.95 to \$66.45, as compared to the value of the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017. Centerview also reviewed the stock price performance of Gartner common stock for the 52-week period prior to January 3, 2017. Centerview noted that the range, rounded to the nearest \$0.05, of low and high closing prices of Gartner common stock during the prior 52-week period was \$79.85 to \$104.95. However, Centerview also noted that historical trading price analysis is not a valuation methodology and that such analysis was presented for reference purposes only and not as a component of Centerview's fairness analyses.

Analyst Price Target Analysis. Centerview reviewed stock price targets for CEB common stock reflected in six publicly available Wall Street research analyst reports as of January 3, 2017. Centerview noted that the analyst stock price targets in such research analyst reports ranged from \$50.00 to \$68.00 per share of CEB common stock, as compared to the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017. Centerview also reviewed stock price targets for Gartner common stock reflected in ten publicly available Wall Street research analyst reports as of January 3, 2017. Centerview noted that the analyst stock price targets in such research analyst reports ranged from \$94.00 to \$113.00 per share of Gartner common stock. However, Centerview also noted that analyst price targets are not a valuation methodology and that such analysis was presented for reference

purposes only and not as a component of Centerview's fairness analyses.

Premia Paid Analysis. Centerview reviewed with respect to 24 cash and stock acquisition transactions since January 2012 and in which a public U.S.-based target was acquired in a transaction valued from \$1 billion to \$5 billion, excluding transactions within the financial, insurance and energy industries and

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involving real estate investment trusts, the premium that the offer represented to the trading price of the acquired company's stock on the date prior to announcement or other public knowledge of the possibility of the transaction, which is referred to as the 1 Day Premium. Centerview also reviewed, with respect to these 24 transactions, the premium that the offer represented to the volume weighted average trading price of the target company for the 30 days prior to announcement or other public knowledge of the possibility of the transaction, which is referred to as the 30-day VWAP Premium. Centerview noted that the foregoing produced the following ranges of 1 Day Premia and 30 Day VWAP Premia:

	25th Percentile	75th Percentile
1 Day Premium	28.8%	50.0%
30 Day VWAP Premium	30.7%	52.9%

Centerview applied the 1 Day Premium and 30 Day VWAP Premium ranges to CEB's share price and 30-day VWAP (in each case as of January 3, 2017), to calculate implied per share equity values, rounded to the nearest \$0.05, of \$78.85 to \$91.80 and \$76.90 to \$89.95 for 1 Day Premium and 30 Day VWAP Premium, respectively. Centerview then compared these ranges to the value of the merger consideration of \$76.81 per share of CEB common stock implied by the closing price of Gartner common stock on January 3, 2017.

Centerview also noted that historical premia paid analysis is not a valuation methodology and that such analysis was presented for reference purposes only and not as a component of Centerview's fairness analyses.

General

The preparation of a financial opinion is a complex analytical process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a financial opinion is not readily susceptible to summary description. In arriving at its opinion, Centerview did not draw, in isolation, conclusions from or with regard to any factor or analysis that it considered. Rather, Centerview made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of the analyses.

Centerview's financial analyses and opinion were only one of many factors taken into consideration by the CEB board in its evaluation of the Transaction. Consequently, the analyses described above should not be viewed as determinative of the views of the CEB board or CEB management with respect to the merger consideration or as to whether the CEB board would have been willing to determine that a different consideration was fair. The consideration for the Transaction was determined through arm's-length negotiations between CEB and Gartner and was approved by the CEB board. Centerview provided advice to CEB during these negotiations. Centerview did not, however, recommend any specific amount of consideration to CEB or the CEB board or that any specific amount of consideration constituted the only appropriate consideration for the Transaction.

Centerview is a securities firm engaged directly and through affiliates and related persons in a number of investment banking, financial advisory and merchant banking activities. In the past two years, Centerview has been engaged to provide financial advisory services to CEB, including in connection with CEB's acquisition of Evanta Ventures, Inc. and an affiliated business, and Centerview has received compensation from CEB for such services during such two-year period of approximately \$2,250,000. In the past two years, Centerview has not been engaged to provide any financial advisory or other services to Gartner or Merger Sub, and Centerview has not received any compensation from Gartner or Merger Sub during such period. Centerview may provide investment banking, financial advisory and other services to or with respect to CEB or Gartner or their respective affiliates in the future, for which Centerview

may receive compensation. Certain (i) of Centerview s and Centerview s affiliates directors, officers, members and employees, or family members of such persons, (ii) of Centerview s affiliates or related investment funds and (iii) investment funds or other persons in which any of the foregoing

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may have financial interests or with which they may co-invest, may at any time acquire, hold, sell or trade, in debt, equity and other securities or financial instruments (including derivatives, bank loans or other obligations) of, or investments in, CEB, Gartner, any of their respective affiliates or any other party that may be involved in the Transaction.

The CEB board selected Centerview as its financial advisor in connection with the Transaction based on Centerview's familiarity with CEB and its business (in light of its pre-existing advisory relationship with CEB), its knowledge of and experience in the industry sectors in which CEB operates and its excellent professional reputation. Centerview is an internationally recognized investment banking firm that has substantial experience in transactions similar to the Transaction.

In connection with Centerview's services as the financial advisor to the CEB board, CEB has agreed to pay Centerview an estimated aggregate fee of \$30,000,000, calculated as a percentage of the aggregate merger consideration, of which \$2,000,000 was payable upon the rendering of Centerview's opinion and the remainder of which is payable contingent upon consummation of the Transaction. In addition, CEB has agreed to reimburse certain of Centerview's expenses arising, and to indemnify Centerview against certain liabilities that may arise, out of Centerview's engagement.

Board of Directors and Management After the Merger

Upon consummation of the merger, the board of directors and executive officers of Gartner are expected to remain unchanged. For information on Gartner's current directors and executive officers, please see Gartner's proxy statement dated April 11, 2016 and Gartner's Form 8-K, filed on August 8, 2016. See *Where You Can Find More Information* beginning on page 132.

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

General

The following summary discusses the material U.S. federal income tax consequences of the merger to U.S. Holders and Non-U.S. Holders (each as defined below). This summary is based on the Internal Revenue Code of 1986, as amended, which we refer to as the Code, the U.S. Treasury regulations promulgated under the Code, published rulings by the Internal Revenue Service, which we refer to as the IRS, and judicial authorities and administrative decisions, all as in effect as of the date of this proxy statement/prospectus, and all of which may change, possibly with retroactive effect. Any such changes could affect the accuracy of the statements and conclusions set forth herein. The U.S. federal income tax laws are complex and subject to different interpretations. No ruling has been or will be sought from the IRS, and no opinion of counsel has been or will be rendered as to the U.S. federal income tax consequences of the merger. This summary is not binding on the IRS or a court, and there can be no assurance that the tax consequences described in this summary will not be challenged by the IRS or that they would be sustained by a court if so challenged.

This summary addresses only the consequences of the exchange of shares of CEB common stock held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion is general in nature and does not address all aspects of U.S. federal income taxation that may be important to a CEB stockholder in light of that stockholder's particular circumstances, or to a CEB stockholder subject to special rules, such as:

a financial institution, mutual fund or insurance company;

a real estate investment trust;

a tax-exempt organization;

a retirement or other tax-deferred account;

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a dealer, trader or broker in securities;

a controlled foreign corporation or passive foreign investment company;

a U.S. expatriate;

a U.S. Holder (as defined below) whose functional currency is not the U.S. dollar;

a stockholder who holds CEB common stock as part of a hedge, appreciated financial position, straddle, or conversion or integrated transaction;

a stockholder who acquired CEB common stock pursuant to the exercise of compensatory options or stock purchase plans or otherwise as compensation; or

a stockholder that does not vote in favor of the merger and properly demands appraisal of its shares of CEB common stock under applicable law.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds shares of CEB common stock, the tax treatment of a partner in such a partnership will generally depend upon the status of the partner and the activities of the partner and the partnership. A partner of a partnership holding shares of CEB common stock should consult its tax advisors regarding the tax consequences of the merger.

This summary of material U.S. federal income tax consequences is not a complete analysis or description of all potential U.S. federal income tax consequences of the merger. In addition, it does not address any alternative minimum tax, non-income tax or non-U.S., state or local tax consequences of the merger.

Each CEB stockholder should consult its own tax advisor to determine the particular U.S. federal, state or local or foreign income or other tax consequences to the stockholder as a result of the merger.

U.S. Holders

For purposes of this summary, a U.S. Holder is a beneficial owner of shares of CEB common stock that is for U.S. federal income tax purposes:

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

a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any state therein or the District of Columbia;

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

a trust (i) that is subject to the primary supervision of a court within the United States and all the substantial decisions of which are controlled by one or more U.S. persons or (ii) that has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

A U.S. Holder's receipt of cash and shares of Gartner common stock in exchange for shares of CEB common stock in the merger will be a taxable transaction for U.S. federal income tax purposes. Accordingly, a U.S. Holder generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (1) the sum of the amount of cash and the fair market value, at the effective time of the merger, of the shares of Gartner common stock received by such holder in the merger and (2) such holder's adjusted tax basis in the shares of CEB common stock exchanged in the merger.

Any such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the U.S. Holder's holding period in the CEB common stock immediately prior to the merger is more than one year. In the case of a U.S. Holder who holds shares of CEB common stock with differing tax bases and/or holding periods, gain or loss must be determined separately for each identifiable block of shares of CEB common

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stock (generally, shares purchased at the same price in the same transaction). For U.S. Holders that are individuals, estates or trusts, long-term capital gain generally is taxed at preferential U.S. federal income tax rates. The deductibility of capital losses is subject to limitations. Each U.S. Holder is urged to consult its tax advisor regarding the manner in which gain or loss should be calculated as a result of the merger.

A U.S. Holder will have a tax basis in the shares of Gartner common stock received in the merger equal to the fair market value of such shares at the effective time of the merger. The holding period for shares of Gartner common stock received in exchange for shares of CEB common stock in the merger will begin on the date immediately following the Closing Date.

A surtax of up to 3.8% applies to so-called net investment income of certain U.S. citizens and residents, and to undistributed net investment income of certain estates and trusts. Net investment income includes any gain recognized on the receipt of cash and Gartner common stock in exchange for shares of CEB common stock pursuant to the merger. U.S. Holders should consult their own tax advisors regarding the applicability of this tax on gain recognized pursuant to the merger.

Non-U.S. Holders

For purposes of this summary, a Non-U.S. Holder is a beneficial owner of shares of CEB common stock that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes.

Any gain realized by a Non-U.S. Holder pursuant to the merger generally will not be subject to U.S. federal income tax unless:

the gain is effectively connected with a trade or business of such Non-U.S. Holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or, in the case of an individual, a fixed base, maintained by such Non-U.S. Holder in the United States), in which case such gain generally will be subject to U.S. federal income tax at rates generally applicable to U.S. persons, and, if the Non-U.S. Holder is a corporation, such gain may also be subject to the branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty);

such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year in which the Effective Time occurs, and certain other specified conditions are met, in which case such gain will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty), which may be offset by U.S.-source capital losses of the Non-U.S. Holder, if any; or

CEB is or has been a United States real property holding corporation (as such term is defined in Section 897(c) of the Code and which we refer to as a USRPHC) at any time within the shorter of the five-year period preceding the merger or such Non-U.S. Holder's holding period with respect to the applicable shares of common stock, which we refer to as the relevant period, and, if shares of common stock are regularly traded on an established securities market (within the meaning of Section 897(c)(3) of the Code), such Non-U.S. Holder owns directly or is deemed to own pursuant to attribution rules more than 5% of CEB common stock at any time during the relevant period, in which case such gain will be subject to U.S. federal

income tax at rates generally applicable to U.S. persons (as described in the first bullet point above), except that the branch profits tax will not apply. CEB believes that it is not, and will not be, a USRPHC at any time during the five-year period preceding the merger.

Backup Withholding and Information Reporting

A U.S. Holder may, under certain circumstances, be subject to information reporting and backup withholding (currently at a rate of 28%) on the proceeds to which such U.S. Holder is entitled in connection with

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the merger if such holder (a) fails to furnish such holder's correct U.S. taxpayer identification number and to certify that such holder is not subject to backup withholding of federal income tax (generally by completing IRS Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such holder has previously failed to properly report interest or dividend income, or (d) otherwise fails to comply with, or establish an exemption from, applicable backup withholding tax requirements. Each U.S. Holder should complete and sign the IRS Form W-9 included as part of the letter of transmittal and timely return it to the exchange agent in order to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the exchange agent.

A Non-U.S. Holder may also be subject to information reporting and, under certain circumstances, backup withholding (currently at a rate of 28%) unless such Non-U.S. Holder establishes an exemption by, for example, providing the exchange agent with an applicable IRS Form W-8BEN, W-8BEN-E, or W-8ECI, as appropriate, certifying under penalties of perjury its status as a Non-U.S. Holder (and the exchange agent does not have actual knowledge or reason to know that such certification is inaccurate). Non-U.S. Holders should consult their own tax advisors regarding these matters.

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

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

Accounting Treatment

The transaction will be accounted for in accordance with U.S. generally accepted accounting principles, which we refer to as U.S. GAAP. U.S. GAAP requires the merger to be accounted for using the acquisition method pursuant to which Gartner has been determined to be the acquirer for accounting purposes. As required by the acquisition method, Gartner will record CEB's tangible and identifiable intangible assets acquired and liabilities assumed based on their fair values at the acquisition date. The excess of consideration transferred (i.e. purchase price) over the fair value of net assets acquired will be recognized as goodwill. Goodwill is not amortized, but is tested for impairment at least annually or more frequently if circumstances indicate potential impairment. The operating results of CEB will be reported as part of the combined company beginning on the acquisition date. The final valuation of the tangible and identifiable intangible assets acquired and liabilities assumed has not yet been completed. The completion of the valuation upon consummation of the merger could result in significantly different amortization expenses and balance sheet classifications than those presented in the unaudited pro forma condensed financial information included in this proxy statement/prospectus.

Appraisal Rights

If you hold one or more shares of CEB common stock, you are entitled to appraisal rights under Delaware law and have the right to dissent from the merger, have your shares appraised by the Delaware Court of Chancery and receive the fair value of such shares as of the consummation of the merger in place of the merger consideration, as determined

by the court, if you strictly comply with the procedures specified in Section 262 of the DGCL and if certain other conditions and statutory requirements described herein are met. Any such CEB stockholder awarded fair value for their shares by the court would receive payment of that fair value in cash,

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together with interest, if any, in lieu of the right to receive the merger consideration (subject, in the case of interest payments, to any voluntary cash payments made by CEB pursuant to subsection (h) of Section 262 of the DGCL, as described in more detail below). For a description of such appraisal rights, please see the section entitled *Appraisal Rights*.

Regulatory Approvals Required for the Merger

To consummate the merger, Gartner and CEB must obtain approvals or consents from, or make filings with, the DOJ, the FTC and Bundeskartellamt. Other than (1) clearance under the HSR Act and the German ARC that are described below, (2) the filing with the SEC, and declaration of effectiveness, of the registration statement on Form S-4 in connection with the issuance by Gartner of the Gartner common stock to CEB stockholders, (3) the filing with the SEC of such reports under, and such other compliance with, the Exchange Act, and the Securities Act, as may be required in connection with the merger, the merger agreement and the transactions contemplated by the merger agreement, (4) the filing of the certificate of merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of the other jurisdictions in which Gartner and CEB are qualified to do business, (5) notices or filings required to be made or obtained under the securities or blue sky laws of various states in connection with the issuance of Gartner common stock to CEB stockholders, and (6) filings with and approvals of the NYSE as are required to permit the consummation of the merger and the listing of Gartner common stock to be issued to the CEB stockholders, neither Gartner nor CEB believes that any additional regulatory approvals, consents or filings (other than notices or immaterial approvals, consents or filings) are required with respect to the merger. If additional approvals, consents and filings are required to complete the merger, Gartner and CEB intend to seek such consents and approvals and make such filings.

Gartner and CEB expect to consummate the merger in the second quarter of 2017. Although Gartner and CEB believe that they will receive the required consents and approvals described below to consummate the merger, they cannot give any assurance as to the timing of these consents and approvals or as to Gartner's and CEB's ultimate ability to obtain such consents and approvals (or any additional consents or approvals that may otherwise become necessary) or that they will obtain such consents or approvals on terms and subject to conditions satisfactory to Gartner and CEB.

Hart-Scott-Rodino Antitrust Improvements Act

The merger is subject to the requirements of the HSR Act and the related rules and regulations, which provide that certain transactions may not be completed until required information has been furnished to the DOJ and the FTC and until certain waiting periods have been terminated or have expired or approval has been obtained. The HSR Act requires Gartner and CEB to observe a 30-day waiting period after the submission of their HSR filings before consummating the merger, unless the waiting period is terminated early, or unless it is extended by a request for additional information or documentary material from the FTC or the DOJ, which we refer to as a second request.

Each of Gartner and CEB filed a Pre-Merger Notification and Report Form under the HSR Act with the FTC and the DOJ in connection with the merger on January 9, 2017. On February 1, 2017, the FTC granted early termination of the waiting period under the HSR Act. The FTC and the DOJ may scrutinize the legality under the antitrust laws of proposed transactions such as the merger. At any time before or after the merger, the FTC or the DOJ could take any action under the antitrust laws that it considers either necessary or desirable in the public interest, including seeking to enjoin the merger or the divestiture of substantial assets of Gartner, CEB, or any of their respective subsidiaries or affiliates. Private parties as well as state attorneys general also may bring legal actions under the antitrust laws under certain circumstances.

German ARC

The German ARC imposes a pre-merger notification requirement on all transactions that qualify as concentrations and meet certain specified financial thresholds. The German ARC imposes a suspension

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obligation on any transactions that are subject to the pre-merger notification requirement, which means a transaction cannot be consummated until it has been cleared, either explicitly or due to expiration of the applicable waiting periods. Gartner's proposed acquisition of CEB qualifies as a concentration and meets the financial notification thresholds and is consequently subject to the pre-merger notification requirement and the suspension obligation. Accordingly, consummation of the merger is conditional upon notifying the Bundeskartellamt of the merger and the merger being cleared by the Bundeskartellamt either explicitly or due to expiration of the applicable waiting periods. Gartner notified the Bundeskartellamt of the proposed transaction on January 19, 2017, and the parties anticipate receiving clearance on or before February 20, 2017.

Exchange of Shares in the Merger

Prior to the effective time of the merger, Gartner will appoint an exchange agent to handle the exchange of shares of CEB common stock for shares of Gartner common stock. Promptly after the effective time of the merger (and in no event later than 2 business days after such time), the exchange agent will send to each holder of record of CEB common stock at the effective time of the merger a letter of transmittal and instructions for effecting the exchange of CEB common stock certificates or shares of CEB common stock held in book-entry form for the merger consideration the holder is entitled to receive under the merger agreement. Upon (i) surrender of stock certificates for cancellation, or (ii) in the case of shares of CEB common stock held in book-entry form, the receipt of an agent's message by the exchange agent, in each case along with the executed letter of transmittal and other documents described in the instructions, a CEB stockholder will receive the per share cash consideration and one or both of the following: (1) one or more shares of Gartner common stock; and (2) cash in lieu of fractional shares of Gartner common stock.

Interests of CEB Directors and Executive Officers in the Merger

In addition to their interests in the merger as stockholders, the directors and executive officers of CEB have interests in the merger that may be different from, or in addition to, those of CEB stockholders generally. The CEB board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendations that the CEB stockholders approve the merger agreement. These interests are described in more detail below.

Insurance and Indemnification

The merger agreement provides certain assurances regarding continued rights to indemnification and insurance for directors and officers of CEB as described in the section of this proxy statement/prospectus entitled *The Merger The Merger Agreement Indemnification and Insurance* beginning on page 93.

Post-Closing Employee Benefits

The merger agreement provides certain assurances regarding levels of compensation and benefits to be provided to continuing employees of CEB, including CEB executive officers, for a period from the closing of the merger through January 1 of the year following the year in which the merger occurs, as described in the section of this proxy statement/prospectus entitled *The Merger The Merger Agreement Employee Benefit Matters* beginning on page 94.

Treatment of Outstanding Equity Awards

Immediately prior to the effective time of the merger, each then-outstanding CEB RSU will be converted into either a fully vested share of CEB common stock or a Converted CEB RSU, and each then-outstanding CEB PSU will be converted into a fully vested share of CEB common stock, as described in the section of this proxy

statement/prospectus entitled *The Merger The Merger Agreement Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84.

The table below sets forth, for each CEB executive officer and director, the number of outstanding CEB RSUs and CEB PSUs that are expected to be held by such executive officer or director on April 1, 2017. The

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number assumes (i) a grant of CEB RSUs will be made on March 29, 2017, (ii) the vesting of CEB RSUs and CEB PSUs granted prior to 2016 to directors and employees in accordance with their terms and (iii) the grant of 2017 annual director CEB RSUs to directors. These numbers include unvested CEB RSUs and PSUs and do not include vested shares or vested share equivalents. These numbers do not forecast any grants or additional issuances of equity-based awards following April 1, 2017, nor do they forecast any forfeitures of equity-based awards following the date of this proxy statement/prospectus. With respect to CEB PSUs, these numbers also assume achievement of applicable performance goals at target level performance. Depending on when the closing date occurs, certain CEB RSUs and CEB PSUs shown in the table may vest in accordance with their terms.

The table below also sets forth the value, based on the number of CEB RSUs and CEB PSUs determined as described above per executive officer and director, of such CEB RSUs and CEB PSUs on the closing date, which we assume to be April 1, 2017 for this purpose, with such value calculated by multiplying the number of CEB RSUs or CEB PSUs (as applicable) by the per share assumed merger consideration. For purposes of this proxy statement/prospectus, the assumed merger consideration is equal to \$76.09, which is the average closing price of CEB's common stock over the five-day period following the first public announcement of the proposed merger.

CEB Equity Awards

Name	CEB RSUs (#)	CEB PSUs (#)	Amount (\$)
<i>Named Executive Officers</i>			
Thomas L. Monahan III	35,980	16,911	4,024,476
Melody L. Jones	24,093	7,686	2,418,064
Richard S. Lindahl	24,093	7,686	2,418,064
Haniel J. Lynn	20,106	6,148	1,997,667
Warren S. Thune	20,106	6,148	1,997,667
<i>Directors</i>			
Gregor S. Bailar	5,480		416,973
Stephen M. Carter	5,480		416,973
Gordon J. Coburn	5,480		416,973
Kathleen A. Corbet	4,154		316,078
L. Kevin Cox	5,480		416,973
Daniel O. Leemon	5,480		416,973
Stacey S. Rauch	5,968		454,105
Jeffrey R. Tarr	5,480		416,973

Change in Control Severance Agreements

Each of Ms. Jones and Messrs. Lindahl, Lynn and Thune is party to a change in control severance agreement with CEB, which provides severance and other separation benefits in the event such executive officer experiences a qualifying termination of employment in anticipation of, or within two years following, a change in control of CEB, which will occur on the date CEB stockholders approve the merger.

Each change in control severance agreement provides that, in the event the applicable executive officer's employment is terminated by CEB without cause (as defined below) or by the executive officer for good reason (as defined below) either (i) within the two-year period following a change in control or (ii) prior to a change in control but in connection with or in anticipation of a change in control (each, a qualifying termination), subject to the executive officer's

execution and non-revocation of a release of claims in favor of CEB, she or he will be paid or provided with the following severance benefits:

an amount in cash equal to the sum of (i) 12 months of the executive officer's then-current base salary and (ii) the value of the executive officer's target annual bonus for the year in which the qualifying

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termination occurs, prorated based on the number of days of service completed, each of which will be paid in equal installments over 12 months following the executive officer's date of termination; and

continuation of such health benefit coverage as the executive officer was receiving immediately prior to the date of termination at active employee rates for 12 months following the date of termination, which will be reduced to the extent the executive officer receives comparable coverage from a subsequent employer.

For purposes of each change in control severance agreement, "good reason" includes the occurrence of any one of the following events without the applicable executive officer's consent: (i) a diminution in the executive officer's base salary or annual bonus opportunity, (ii) a diminution in the executive officer's title, authority, duties or responsibilities, (iii) a required relocation of at least 60 miles, (iv) a breach of the executive officer's change in control severance agreement with respect to the executive officer, in each case which is not cured within ten days or (v) a successor's failure to assume the change in control severance agreement.

For purposes of each change in control severance agreement, "cause" means the applicable executive officer's commission of a material act of fraud, theft or dishonesty against CEB, conviction for any felony, or willful non-performance of material duties, which is not cured within 60 days after the executive officer receives written notice.

For an estimate of the value of the payments and benefits described above that would become payable under the change in control severance agreements to Ms. Jones and Messrs. Lindahl, Lynn and Thune, see *The Merger Interests of CEB Directors and Executive Officers in the Merger Golden Parachute Compensation* beginning on page 74 of this proxy statement/prospectus. This estimate is based on compensation and benefit levels that will be in effect as of April 1, 2017, and if compensation and benefit levels are changed after such date, the actual value of the severance payments and benefits to which Ms. Jones and Messrs. Lindahl, Lynn and Thune are entitled may be different from those provided for below.

Executive Severance Agreement

CEB previously entered into an executive severance agreement with Mr. Monahan, which provided severance and other separation benefits in the event Mr. Monahan experienced a qualifying termination of employment following a change in control of CEB. This executive severance agreement was superseded with respect to its severance provisions by Mr. Monahan's transition agreement, discussed below, and Mr. Monahan will not be entitled to receive any severance benefits under this severance agreement due to his termination following the effective time of the merger. Pursuant to the executive severance agreement with Mr. Monahan, immediately prior to the effective time of the merger, all CEB equity-based awards held by Mr. Monahan that otherwise do not vest immediately prior to the effective time of the merger will accelerate and be settled immediately prior to the effective time of the merger. The transition agreement does not affect this treatment of Mr. Monahan's equity awards.

Pursuant to the executive severance agreement, payments and other benefits made to Mr. Monahan in connection with a change in control are subject to reduction if such payments are subject to the golden parachute excise tax under Section 4999 of the Internal Revenue Code to the extent such reduction would result in Mr. Monahan retaining a greater after-tax amount of such payments.

Transition Agreement

CEB previously entered into a transition agreement with Mr. Monahan to memorialize the terms and conditions of his stepping down and transition from the position of Chairman and Chief Executive of CEB. The terms and conditions of Mr. Monahan's transition agreement will remain in effect and unmodified following the effective time of the merger. Pursuant to the transition agreement, Mr. Monahan will serve as an employee of CEB through June 30, 2017, and CEB may not terminate him without cause prior to such date, which time period

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may be extended on a month-to-month basis until December 31, 2017 upon the agreement of CEB and Mr. Monahan. Except with respect to outstanding CEB RSUs and CEB PSUs held by Mr. Monahan, as discussed in the section of this proxy statement/prospectus entitled *The Merger The Merger Agreement Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84, he will not be entitled to receive any incremental payments or benefits in connection with the closing of the merger under the transition agreement, either alone or in connection with any other event.

Retention Agreements

CEB previously entered into a retention agreement with Ms. Jones to memorialize the terms and conditions of her employment through the later to occur of (i) December 31, 2017 and (ii) the end of the second calendar quarter following the commencement of the new CEB Chief Executive Officer's employment in such position (the Transition Period). Pursuant to the retention agreement, Ms. Jones was given additional rights with respect to her outstanding CEB RSUs and CEB PSUs. In the event Ms. Jones leaves CEB either (i) following the conclusion of the Transition Period for any reason or (ii) prior to the end of the Transition Period due to a termination by CEB without cause or by Ms. Jones for good reason and Ms. Jones executes a release of claims in favor of CEB, all outstanding CEB RSUs and CEB PSUs held by Ms. Jones will vest pursuant to the retirement provisions in the CEB 2012 Stock Incentive Plan.

In addition, the retention agreement entitles Ms. Jones to receive a guaranteed annual bonus for the 2017 performance year, and, any calendar quarter of 2018 during the Transition Period, of no less than 100% of her target bonus for such year or quarter, as applicable. In the event Ms. Jones's employment is terminated by CEB without cause or by Ms. Jones for good reason or in the event of Ms. Jones's death, in each case, during the Transition Period, Ms. Jones will be entitled to receive the entire amount of her guaranteed bonus (without proration) for the performance year or quarter in which she is terminated in addition to any severance payments and benefits to which Ms. Jones is entitled under her change in control severance agreement.

The retention agreement also entitles Ms. Jones to remain eligible for coverage under the CEB Retiree Medical Policy as it was in effect on September 30, 2016. This coverage under the terms of the policy as then in effect will apply even if the policy is modified or terminated following September 30, 2016.

CEB previously entered into a retention agreement with Mr. Lindahl to memorialize the terms and conditions of his employment through the Transition Period. The retention agreement entitles Mr. Lindahl to receive a guaranteed annual bonus for the 2017 performance year, and, any calendar quarter of 2018 during the Transition Period, of no less than 100% of his target bonus for such year or quarter, as applicable. In the event Mr. Lindahl's employment is terminated by CEB without cause or by Mr. Lindahl for good reason or in the event of Mr. Lindahl's death, in each case, during the Transition Period, Mr. Lindahl will be entitled to receive the entire amount of his guaranteed bonus (without proration) for the performance year or quarter in which he is terminated in addition to any severance payments and benefits to which Mr. Lindahl is entitled under his change in control severance agreement.

For purposes of each of Ms. Jones's and Mr. Lindahl's retention agreement, cause has the same meaning as cause in the applicable executive officer's change in control severance agreement, discussed above.

For purposes of each of the retention agreements, good reason means any of the following actions taken without the applicable executive officer's consent: (i) a material reduction in the executive officer's duties, responsibilities or authority, (ii) a reduction in the executive officer's base salary or target annual incentive bonus opportunity, (iii) the executive officer is required to relocate her or his place of employment to a location that is more than 35 miles from the location of CEB's current headquarters, (iv) the executive officer's removal without cause as Chief Administrative Officer or Chief Financial Officer of CEB, as applicable, or (v) a material breach of the retention agreement by CEB,

provided that, in each case, within 60 days of the occurrence of such event, the executive officer must deliver written notice to CEB stating she or he believes that a basis for termination for

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good reason exists and specifying the event that she or he considers to constitute the basis for termination for good reason and CEB must not have remedied or cured such event within 60 days of receipt of such notice.

Employment Arrangements Following the Merger

As of the date of this proxy statement/prospectus, none of CEB's executive officers have reached an understanding on potential employment or other retention terms with the surviving corporation or with Gartner, and no CEB executive officers have entered into any definitive agreements or arrangements regarding employment or other retention with the surviving corporation or with Gartner following the consummation of the merger. However, prior to the effective time of the merger, Gartner may initiate discussions regarding employment or other retention terms and may enter into definitive agreements regarding employment or retention for certain of CEB's employees, to be effective as of the effective time of the merger. In addition, as disclosed in the section of this proxy statement captioned *The Merger Agreement Employee Benefits Matters*, Gartner has agreed to assume employment, change in control or severance agreements with CEB's current executive officers.

Golden Parachute Compensation

The table below, entitled *Potential Change-in-Control Payments to Named Executive Officers*, along with its footnotes, sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation payable to CEB's principal executive officer, principal financial officer and three other most highly compensated executive officers, as determined for purposes of its most recent annual proxy statement (each of whom we refer to as a named executive officer), which compensation is subject to an advisory vote of CEB's stockholders, as described in the section of this proxy statement/prospectus entitled *Proposal No. 2: Advisory Vote on Merger-Related Compensation for CEB's Named Executive Officers* beginning on page 127. The table assumes the consummation of the merger occurred on April 1, 2017 and the employment of the named executive officer was terminated without cause or for good reason on such date. The value of any equity-based awards was calculated by multiplying the number of shares of CEB common stock subject to CEB RSUs and CEB PSUs (assuming target achievement of any applicable performance conditions) by the per share assumed merger consideration of \$76.09.

The calculations in the table below do not include amounts CEB named executive officers are already entitled to receive or will be vested in as of April 1, 2017 or amounts under contracts, agreements, plans or arrangements to the extent they do not discriminate in scope, terms or operation in favor of named executive officers and that are available generally to all the salaried employees of CEB.

Name	Cash (\$) (1)	Equity (\$) (2)	Welfare	
			Benefits (\$) (3)	Total (\$) (4)
Thomas L. Monahan III	683,068	4,024,476	1,651	4,709,195
Melody L. Jones	1,181,565	2,418,064	14,646	3,614,275
Richard S. Lindahl	1,122,487	2,418,064	16,849	3,557,400
Haniel J. Lynn	586,179	1,997,667	16,426	2,600,271
Warren S. Thune	562,192	1,997,667	17,697	2,577,556

(1) As described in the section of this proxy statement/prospectus entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger Change in Control Severance Agreements* beginning on page 75, the cash

payments to Ms. Jones and Messrs. Lindahl, Lynn and Thune each include a sum equal to (i) 12 months of the named executive officer's then current base salary and (ii) the value of the named executive officer's target annual bonus for the year in which the qualifying termination occurs, prorated based on the number of days of service completed, each of which will be paid in equal installments over the 12 months following the named executive officer's date of termination. The cash payments to Ms. Jones and Mr. Lindahl each reflect an increase to the applicable named executive officer's base salary effective April 1, 2017, pursuant to the terms of the named executive officer's retention agreement with CEB. These

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payments are double-trigger in nature as they will be payable in the event of a termination of employment without cause or by the named executive officer for good reason either (i) prior to the consummation of the merger but in anticipation of the consummation of the merger or (ii) within two years following the consummation of the merger.

The cash payment to Mr. Monahan is double-trigger in nature and reflects the remainder of the payments due to him pursuant to the transition agreement, which is a reasonable estimate of the damages Mr. Monahan would incur if the transition agreement was breached due to his termination prior to June 30, 2017 without cause, as described in the section of this proxy statement/prospectus entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger Retention Agreements* beginning on page 77.

The cash payment to each of Ms. Jones and Mr. Lindahl also includes a guaranteed minimum bonus for 2017 pursuant to their respective retention agreements. The above payments are double-trigger in nature as each will be payable in the event the applicable named executive officer's employment is terminated by Gartner without cause or by the named executive officer for good reason or in the event of the named executive officer's death, in each case, during the Transition Period, as described in the section of this proxy statement/prospectus entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger Retention Agreements* beginning on page 77.

The amounts shown in this column are based on the compensation levels in effect on January 1, 2017; therefore, if compensation levels are changed after such date, actual payments to a named executive officer may be different than those provided for above.

The cash payments described in this column (1) include the following components:

Name	Base Salary			Total (\$)
	Severance (\$)	Pro Rata Bonus (\$)	Guaranteed Bonus (\$)	
Thomas L. Monahan III	226,849		456,219	683,068
Melody L. Jones	525,300	130,965	525,300	1,181,565
Richard S. Lindahl	499,035	124,417	499,035	1,122,487
Haniel J. Lynn	469,200	116,979		586,179
Warren S. Thune	450,000	112,192		562,192

- (2) As described in the section of this proxy statement/prospectus entitled *The Merger The Merger Agreement Interests of CEB Directors and Executive Officers in the Merger Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84, the equity amounts consist of the accelerated vesting of unvested CEB RSUs and CEB PSUs, which consist of (i) CEB RSUs and CEB PSUs, which will accelerate and vest immediately prior to the effective time of the merger and (ii) the accelerated vesting of Converted CEB RSUs held by named executive officers other than Mr. Monahan upon qualifying terminations of their employment following the consummation of the merger, as described in the sections of this proxy statement/prospectus entitled *The Merger The Merger Agreement Interests of CEB Directors and Executive Officers in the Merger Treatment of CEB Restricted Share Units and Performance Share Units in the Merger* beginning on page 84 and *The Merger Interests of CEB Directors and Executive Officers in the Merger Retention Agreements* beginning on page 77. The amounts shown are based on the number of such CEB RSUs and CEB PSUs that are expected to be held by each named executive officer on April 1, 2017 and includes a grant of CEB RSUs and CEB PSUs that will be made on March 29, 2017. The amounts shown do not

attempt to forecast any grants or additional issuances of equity-based awards following April 1, 2017, nor do they forecast any dividends or forfeitures of equity-based awards following the date of this proxy statement/prospectus. With respect to CEB PSUs, these numbers assume achievement of applicable performance goals at target level performance. Depending on when the closing date occurs, certain equity-based awards will vest in accordance with their terms.

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The above payments in respect of CEB RSUs and CEB PSUs are single-trigger in nature as they will become payable immediately upon the closing date, whether or not employment is terminated. The above payments in respect of Converted CEB RSUs are double-trigger in nature as they will only be payable in the event of a qualifying termination of employment following the closing.

The equity payments and vesting acceleration described in this column (2) include the following components:

Name	CEB RSUs (#)	CEB RSUs (\$)	CEB PSUs (#)	CEB PSUs (\$)	Converted CEB RSUs (#)	Converted CEB RSUs (\$)	Total (\$)
Thomas L. Monahan III	35,980	2,737,718	16,911	1,286,758			4,024,476
Melody L. Jones			7,686	584,828	24,093	1,833,286	2,418,064
Richard S. Lindahl			7,686	584,828	24,093	1,833,236	2,418,064
Haniel J. Lynn			6,148	467,801	20,106	1,529,866	1,997,667
Warren S. Thune			6,148	467,801	20,106	1,529,866	1,997,667

The number and value of Converted CEB RSUs for each of Ms. Jones and Messrs. Lindahl, Lynn and Thune in the table above represent the full acceleration of her or his Converted CEB RSUs pursuant to CEB's standard terms and conditions applicable to restricted stock unit awards, upon termination of her or his employment by Gartner without cause, or, in Ms. Jones' case, the same acceleration also would apply pursuant to her retention agreement, upon termination of her employment either by Gartner without cause or by her for good reason.

As described in the section entitled *The Merger Interests of CEB Directors and Executive Officers in the Merger Treatment of CEB Restricted Share Units and Performance Share Units in the Merger*, in addition to any accelerated vesting provisions already applicable to such CEB RSUs (including as described with respect to Mr. Lindahl and Ms. Jones immediately above), the vesting of the Converted CEB RSUs held by Mr. Lindahl and Ms. Jones will accelerate (i) as to 100% of the award for Converted CEB RSUs that were granted to such named executive officer prior to 2017 upon such named executive officer's voluntary resignation during the one-year period following the effective time of the merger and (ii) as to 25% of the award for Converted CEB RSUs that were granted to such named executive officer in 2017 upon such named executive officer's voluntary resignation more than 90 days following the consummation of the merger but prior to the one-year anniversary of the merger. The number of Converted CEB RSUs that will vest pursuant to such voluntary resignation is 8,219 Converted CEB RSUs for Ms. Jones and 2,055 Converted CEB RSUs for Mr. Lindahl, and the value of such Converted CEB RSUs is \$625,384 for Ms. Jones and \$156,346 for Mr. Lindahl.

- (3) As described in the section of this proxy statement/prospectus entitled *Interests of CEB Directors and Officers Change in Control Severance Agreements* beginning on page 75, the welfare benefits to the named executive officers other than Mr. Monahan consist of continuation of health benefit coverage for 12 months at active employee rates and for Mr. Monahan consist of continuation of health benefit coverage as if he remained employed by CEB through June 30, 2017.

The above payments are double-trigger in nature as they will only be payable in the event of a termination of employment without cause or by the executive for good reason either (i) prior to the consummation of the merger but in anticipation of the consummation of the merger or (ii) following the consummation of the merger. The amounts

reflected in the column above reflect health and benefits rates in effect through December 31, 2016; therefore if benefits levels change between the date of this proxy statement/prospectus and the closing of the merger, such amounts will change.

(4) The amounts in this column represent the total of all compensation in columns (1), (2) and (3).

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The single-trigger and double-trigger components of the aggregate total compensation amounts, respectively, for each executive officer are as follows:

Name	Single-Trigger Payments (\$)	Double- Trigger Payments (\$)
Thomas L. Monahan III	4,024,476	684,719
Melody L. Jones	584,828	3,029,448
Richard S. Lindahl	584,828	2,972,572
Haniel J. Lynn	467,801	2,132,470
Warren S. Thune	467,801	2,109,755

Dividends

Gartner does not currently pay an annual dividend. In addition, its existing credit facility contains a negative covenant which may limit its ability to pay dividends. CEB currently pays an annual dividend of \$1.65 per share. The merger agreement provides that CEB may continue to pay quarterly cash dividends at the current quarterly dividend rate of \$0.4125 in each quarter prior to the closing of the merger so long as the record date for the quarter's dividend precedes the closing of the merger. The merger agreement otherwise prohibits CEB from paying dividends on its common stock prior to the completion of the merger without Gartner's prior written consent.

Listing of Gartner Common Stock

Gartner's common shares currently trade on the NYSE under the stock symbol IT. It is a condition to the consummation of the merger that the Gartner common stock issuable in the merger be approved for listing on the NYSE, subject to official notice of issuance. Gartner expects to obtain NYSE's approval to list such shares prior to the consummation of the merger, subject to official notice of issuance.

De-Listing and Deregistration of CEB Common Stock

Shares of CEB common stock currently trade on the NYSE, under the stock symbol CEB. When the merger is consummated, the CEB common stock currently listed on NYSE will cease to be quoted on NYSE and will be deregistered under the Exchange Act.

Table of Contents**CEB Certain Unaudited Financial Forecasts**

CEB does not, as a matter of course, publicly disclose financial forecasts or projections, although CEB periodically may issue limited guidance to investors concerning its expected financial performance. In connection with the merger, CEB's management prepared certain unaudited prospective financial information as summarized below, which we refer to as the CEB forecast. The CEB forecast was also provided to CEB's financial advisors for their use and reliance in connection with their financial analyses and opinion as described in *The Merger Opinion of Centerview Partners LLC* and to Gartner.

The CEB forecast was not prepared with a view toward public disclosure and does not necessarily comply with GAAP or the guidelines published by the SEC or established by the American Institute of Certified Public Accountants with respect to prospective financial information. Neither CEB's independent auditors, Gartner's independent auditors, nor any other independent accountants, have audited, examined, compiled or performed any procedures with respect to the CEB forecast, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information. The report of CEB's independent registered accounting firm included in this proxy statement/prospectus relates to CEB's historical financial information. It does not extend to the prospective financial information and should not be read to do so. The CEB forecast contains non-GAAP financial measures within the meaning of applicable rules and regulations of the SEC. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with GAAP, and non-GAAP financial measures as used by CEB may not be comparable to similarly titled amounts used by other companies.

The CEB forecast is a forward-looking statement that is subject to risks and uncertainties that could cause actual results to differ materially from those predicted, and should be read with caution. See the section entitled *Cautionary Statement Regarding Forward-Looking Statements* of this proxy statement/prospectus. Although presented with numerical specificity, the CEB forecast was based on numerous assumptions and variables that are uncertain and many of which are beyond the control of CEB or Gartner. The assumptions upon which the CEB forecast was based necessarily involve judgments with respect to future economic, competitive and regulatory conditions and financial market conditions, all of which are difficult or impossible to predict. There can be no assurance that the CEB forecast will be realized, and actual results may vary materially from those provided. The CEB forecast was prepared by CEB alone based on information available at the time the CEB forecast was prepared and does not take into account any circumstances or events occurring after the date on which it was prepared. Neither Gartner nor the Gartner directors or management commented on, or supplied information that was used to calculate, the CEB forecast. Given that the CEB forecast covers multiple years, by its nature it becomes less predictive with each successive year.

The CEB forecast is included solely to give CEB stockholders access to certain unaudited prospective financial information that was made available to the CEB board, CEB's financial advisors and to Gartner and certain other parties in connection with the merger. The inclusion of the CEB forecast in this proxy statement/prospectus should not be regarded as an indication that CEB, Gartner or any of their respective affiliates, advisors or representatives considered the CEB forecast to necessarily reflect actual future events, and the CEB forecast should not be relied upon as such. Neither CEB, Gartner nor any of their respective affiliates, advisors, officers, directors or representatives has made or makes any representation to any CEB stockholder or other person regarding the ultimate performance of CEB compared to the information contained in the CEB forecast or that the CEB forecast will be achieved. CEB has made no representation to Gartner or Merger Sub, in the merger agreement or otherwise, concerning the CEB forecast.

The CEB forecast should be evaluated, if at all, in conjunction with the historical financial statements and other information regarding CEB and Gartner in this proxy statement/prospectus and in their other respective public filings with the SEC. In light of the foregoing factors and the uncertainties inherent in the CEB forecast, CEB stockholders

are cautioned not to place undue reliance on the CEB forecast.

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The following table summarizes the CEB forecast.

(\$ in millions)	CEB				
	2017E	2018E	2019E	2020E	2021E
Revenue	\$ 995	\$ 1,054	\$ 1,135	\$ 1,220	\$ 1,300
Adjusted EBITDA(1)	\$ 258	\$ 276	\$ 307	\$ 333	\$ 358
Unlevered Free Cash Flow(2)	\$ 126	\$ 153	\$ 173	\$ 189	\$ 205

- (1) Defined as earnings before interest, taxes, depreciation and amortization, share-based compensation, net non-operating foreign currency gain (loss), debt modification costs, CEO non-competition obligation, gain (loss) on other investments, equity method investment gain (loss), restructuring costs, impairment costs, gain on cost method investment, business transformation cost, restructuring, acquisition & integration related costs, as well as goodwill impairment loss. This measure is also adjusted for the impact of Deferred Revenue fair value adjustment.
- (2) Reflects stock-based compensation expense as a cash expense.

The Merger Agreement

The following summarizes material provisions of the merger agreement, which is attached as **Annex A** to this proxy statement/prospectus and is incorporated by reference herein. The rights and obligations of the parties are governed by the express terms and conditions of the merger agreement and not by this summary or any other information contained in this proxy statement/prospectus. CEB stockholders are urged to read the merger agreement carefully and in its entirety as well as this proxy statement/prospectus before making any decisions regarding the merger.

In reviewing the merger agreement, please remember that it is included to provide you with information regarding its terms and is not intended to provide any other factual information about Gartner or CEB. The merger agreement contains representations and warranties by each of the parties to the merger agreement. These representations and warranties have been made solely for the benefit of the other parties to the merger agreement and:

may be intended not as statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;

have been qualified by certain disclosures that were made to the other party in connection with the negotiation of the merger agreement, which disclosures are not reflected in the merger agreement; and

may apply standards of materiality in a way that is different from what may be viewed as material by you or other investors.

Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read together with the information provided elsewhere in this proxy statement/prospectus and in the documents incorporated by reference herein. See *Where You Can Find More Information* on page 132.

Terms of the Merger

The merger agreement provides for the merger of Merger Sub with and into CEB. CEB will be the surviving corporation in the merger and will become a wholly owned subsidiary of Gartner. Each share of CEB common stock issued and outstanding immediately prior to the consummation of the merger, except for any shares of CEB common stock held by CEB, Gartner or Merger Sub and shares held by holders who properly exercise dissenters' rights, will be converted into the right to receive, less any applicable withholding taxes, (x) 0.2284 of a fully paid and nonassessable share of Gartner common stock and (y) \$54.00 in cash.

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Gartner will not issue any fractional shares of Gartner common stock in the merger. Instead, a CEB stockholder who otherwise would have received a fraction of a share of Gartner common stock will receive an amount in cash equal to such fractional amount multiplied by the average, rounded down to the nearest cent, of the closing sale prices of Gartner common stock on the NYSE for the ten (10) trading days immediately prior to the effective time of the merger.

Treatment of CEB Restricted Share Units and Performance Share Units in the Merger

Immediately prior to the effective time of the merger, each then-outstanding CEB RSU (i) that is vested, (ii) that will vest as a result of the consummation of the merger or (iii) that is held by any non-employee member of the CEB board will vest, to the extent such CEB RSU is not already vested, and be settled into shares of CEB common stock, with such shares entitled to receive cash and Gartner common shares on the same terms as shares of CEB common stock upon the effective time of the merger.

Immediately prior to the consummation effective time of the merger, each then-outstanding CEB PSU will vest and be settled into shares of CEB common stock assuming the achievement of performance goals at target performance, with such shares entitled to receive cash and Gartner common shares on the same terms as shares of CEB common stock in the merger.

Immediately prior to the effective time of the merger, each then-outstanding CEB RSU that is unvested and does not vest at the effective time of the merger will, at the effective time of the merger, be assumed by Gartner and converted into a restricted share unit payable in a number of shares of Gartner common stock, rounded up to the nearest whole share, equal to the product of (i) the applicable number of shares of CEB common stock subject to such award multiplied by (ii) the Stock Award Exchange Ratio, which we define below. Such converted CEB RSUs, which we refer to as Converted CEB RSUs, will have the same terms and conditions (including the terms and conditions relating to vesting and the achievement of any applicable performance goals) as were applicable under such CEB RSU immediately prior to the effective time of the merger, except that Converted CEB RSUs held by certain CEB employees (including Ms. Jones and Mr. Lindahl) will be adjusted prior to the merger such that they, in addition to any accelerated vesting provisions already applicable to such CEB RSUs (including as described with respect to Mr. Monahan and Ms. Jones in this proxy statement/prospectus), accelerate and vest (i) as to 100% of the award, for Converted CEB RSUs that were granted to such employee prior to 2017, upon such employee's voluntary resignation during the one-year period following the effective time of the merger and (ii) as to 25% of the award, for Converted CEB RSUs that were granted to such employee in 2017, upon such employee's voluntary resignation more than 90 days following the consummation of the merger but prior to the one-year anniversary of the merger. For purposes of Converted CEB RSUs, the Stock Award Exchange Ratio means the sum of (i) 0.2284 and a fraction resulting from dividing \$54.00 by the closing price per share of Gartner common stock on the last trading day immediately prior to the closing of the merger.

Treatment of CEB Employee Stock Purchase Plan in the Merger

Following the execution of the merger agreement, no new participants will be admitted into the CEB Employee Stock Purchase Plan, which we refer to as the CEB ESPP, no current participants will be permitted to increase their contribution levels and no further purchase periods shall commence. As of a date no later than the last CEB payroll date before the closing date of the merger, all outstanding purchase rights under the CEB ESPP will be exercised to purchase CEB common stock in accordance with the terms of the CEB ESPP, which common stock will be entitled to be converted into the right to receive the merger consideration upon the effective time of the merger. The CEB ESPP will terminate prior to the effective time of the merger.

Consummation of the Merger

Unless the parties agree otherwise, the closing of the merger will take place on a date specified by the parties, but no later than the second business day after all closing conditions have been satisfied or waived.

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Unless the closing conditions do not continue to be satisfied or waived on such second business day, in which case the closing shall occur on the first business day thereafter on which such closing conditions have again been satisfied or waived. However, that if the fifteen business day period for marketing the debt that Gartner is incurring in order to finance the acquisition of CEB has not ended at the time of the satisfaction or waiver of all of the other closing conditions, the closing shall not occur until the earlier to occur of (i) a date during such marketing period specified by Gartner on three business days' written notice to CEB (which date may be conditioned upon the simultaneous completion of the debt financing) and (ii) the second business day following the final day of the marketing period or, if the final day of the marketing period is within two business days prior to the end date, then on the end date after which either party may terminate the merger agreement (subject in each case to the satisfaction or waiver of all of the closing conditions set forth in the merger agreement). The merger will be consummated when the parties file a certificate of merger with the Delaware Secretary of State, unless the parties agree to a later time for the consummation of the merger and specify that time in the certificate of merger.

We currently expect to consummate the merger in the second quarter of 2017, subject to receipt of required stockholder and regulatory approvals and to the satisfaction or waiver of the other conditions to the merger described below.

Conditions to Consummation of the Merger

The obligations of Gartner and CEB to consummate the merger are subject to the satisfaction or waiver of the following conditions:

the adoption of the merger agreement by CEB stockholders;

the approval for listing by the NYSE, subject to official notice of issuance, of the Gartner common stock issuable to CEB stockholders in the merger;

the termination or expiration of any applicable waiting period under the HSR Act;

the termination or expiration of the waiting period under, or obtaining any requisite consent pursuant to, German competition laws;

no applicable law or judgment, no legal restraint or prohibition, and no binding order or determination by any governmental entity shall be in effect that prevents, makes illegal, or prohibits the consummation of the merger or that is reasonably likely to result, directly or indirectly, in (i) any prohibition or limitation on the ownership or operation by CEB, Gartner or any of their respective subsidiaries of any portion of their respective businesses, properties or assets, (ii) CEB, Gartner or any of their respective subsidiaries being compelled as a result of the merger to dispose of or hold separate any portion of their respective businesses, properties or assets, (iii) any prohibition or limitation on the ability of Gartner to acquire or exercise full ownership rights of, any shares of the capital stock of CEB's subsidiaries, including the right to vote or (iv) any prohibition or limitation on Gartner effectively controlling the business or operations of CEB and its subsidiaries, in each case subject to the parties' obligations to sell, divest, license, or otherwise dispose of

capital stock, assets, rights, products or businesses of CEB or its subsidiaries and to submit to any other restrictions on the activities of CEB or its subsidiaries if necessary to obtain antitrust approval of the transaction, except that Gartner is not required, and CEB is not permitted without the prior written consent of Gartner, to take any action or accept any such conditions that, individually or in the aggregate, would involve assets or a business of Gartner, CEB, or a combination thereof and would result in loss of revenues (as measured by revenues for the year ended December 31, 2016) in excess of \$125 million;

the SEC having declared effective the registration statement of which this proxy statement/prospectus forms a part.

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In addition, each of Gartner's and CEB's obligations to effect the merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of the other party being true and correct, with different representations and warranties subject to different standards, ranging from the material adverse effect standard provided in the merger agreement and summarized below to the less deferential standards of all material respects and all respects ;

the other party having performed, in all material respects, all material obligations required to be performed by it under the merger agreement;

the absence of a continuing material adverse effect with respect to the other party since the date of the merger agreement.

We cannot be certain when, or if, the conditions to the merger will be satisfied or waived, or that the merger will be consummated.

Required Stockholder Vote

The CEB board approved the merger and directed that the merger be submitted to CEB stockholders for their consideration. CEB has agreed to hold a meeting of its stockholders as soon as is reasonably practicable for the purpose of CEB stockholders voting on the adoption of the merger agreement. The merger agreement requires CEB to submit the merger agreement to a stockholder vote even if the CEB board no longer recommends adoption of the merger agreement, unless the merger agreement has been terminated in accordance with its terms.

Alternate Transaction Solicitation Period

During the period beginning on the date of the merger agreement and continuing through February 9, 2017, which we refer to as the transaction solicitation period, CEB may, directly or indirectly, (i) solicit or otherwise facilitate (whether publicly or otherwise) any alternate proposal for the acquisition of 20% or more of the equity or business or assets of CEB, and (ii) enter into, participate in, maintain or continue any discussions or negotiations relating to, or that may be expected to lead to, such a takeover proposal. During this transaction solicitation period, CEB may provide non-public information about CEB to prospective acquirers, but CEB will not provide non-public information about CEB to a prospective acquirer unless the prospective acquirer enters into a confidentiality agreement with CEB not less restrictive of the prospective acquirer than the existing confidentiality agreement between CEB and Gartner, except that the confidentiality agreement between CEB and such prospective acquirer need not prohibit the making of a non-public takeover proposal to the CEB board. If CEB provides to any prospective acquirer non-public information about CEB that CEB has not provided to Gartner, CEB will promptly provide that non-public information to Gartner, except to the extent providing Gartner with such information is prohibited by applicable laws. If during this transaction solicitation period, the CEB board is presented with or receives a bona fide takeover proposal from a prospective acquirer, then CEB must, within 48 hours of receipt, inform Gartner in writing of such takeover proposal, its material terms and the identity of the person making the takeover proposal.

No Solicitation of Alternative Proposals

After the transaction solicitation period, except as described in the next paragraph, CEB cannot (i) directly or indirectly solicit or facilitate any proposal for the acquisition of 20% or more of the stock or assets or business of CEB or any inquiry or proposal that may reasonably be expected to lead to such a takeover proposal or (ii) directly or indirectly participate in any discussions or negotiations with any person regarding, or providing to any person any non-public or confidential information with respect to, any acquisition proposal or any inquiry or proposal that may reasonably be expected to lead to a takeover proposal, and CEB must immediately cease all existing discussions or

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negotiations with any person conducted prior to the end of the transaction solicitation period with respect to any takeover proposal, or any inquiry or proposal that may reasonably be expected to lead to a takeover proposal, request the prompt return or destruction of all confidential information previously furnished and immediately terminate all physical and electronic data room access previously granted to any such person.

The restrictions in the preceding paragraph do not restrict CEB from soliciting takeover proposals or negotiating with persons who, during the transaction solicitation period described in the preceding section, submit a written takeover proposal that the CEB board determines in good faith, not later than the last day of the transaction solicitation period, constitutes or is reasonably likely to lead to a takeover proposal that is superior from a financial point of view to its stockholders and that is reasonably likely to be completed, taking into account all terms of such proposal, and involves the acquisition of at least 50% of the stock, business or assets of CEB. This exception terminates on the thirty-fifth calendar day following the end of the transaction solicitation period, but if the process of delivering notice and negotiating with Gartner described in the section of this proxy statement/prospectus entitled *Change in Board Recommendation* beginning on page 87 relating to an adverse recommendation change in connection with a superior takeover proposal (as described in the preceding sentence) has commenced on or prior to such thirty-fifth calendar day, such person shall continue to be exempt from the restrictions described in the preceding paragraph. Such third party's exemption from the restrictions of the preceding paragraph would continue until the fifth calendar day following the day, if applicable, on which Gartner has most recently delivered a revised proposal or offer with respect to which such third party has not, within such 5-day period, delivered a new or amended written takeover proposal that the CEB board determines in good faith constitutes a superior takeover proposal. Furthermore, the CEB board will be permitted, prior to the receipt of the requisite stockholder approval, to furnish information with respect to CEB to a person making a bona fide written takeover proposal and participate in discussions and negotiations with respect to such takeover proposal received by CEB if the CEB board determines in good faith that such proposal constitutes or is reasonably likely to lead to a superior takeover proposal, and if such proposal was made after the date of the merger agreement and before the date of the special meeting of the CEB stockholders and was not solicited after the transaction solicitation period. However, CEB will not provide non-public information about CEB to the person making the bona fide written takeover proposal unless the prospective acquirer enters into a confidentiality agreement with CEB not less restrictive of the prospective acquirer than the existing confidentiality agreement between CEB and Gartner, except that the confidentiality agreement between CEB and such prospective acquirer need not prohibit the making of a non-public takeover proposal to the CEB board. The merger agreement generally requires that following the transaction solicitation period, CEB notify Gartner within 48 hours of receipt if any takeover proposals are made to CEB and include in such notice the material terms of the proposal and the identity of the person making such proposal.

Change in Board Recommendation

Except as described in the next paragraph, CEB has agreed that neither its board of directors nor any committee of its board of directors will (i) withdraw (or modify in any manner adverse to Gartner), or propose publicly to withdraw (or modify in any manner adverse to Gartner), the approval, recommendation or declaration of advisability by the CEB board or any committee thereof with respect to the merger agreement or (ii) approve, recommend or declare advisable, or propose publicly to approve, recommend or declare advisable, any other takeover proposal. In addition, except as described in the next paragraph, neither the CEB board nor any committee thereof will recommend any alternative takeover proposal or allow CEB to enter into an acquisition agreement related to a takeover proposal.

The CEB board may nonetheless withdraw or modify its recommendation or recommend an alternative takeover proposal at any time prior to obtaining the requisite stockholder approval of the merger with Gartner in two situations: (1) the occurrence of any positive change, effect, development, circumstance, condition, event or occurrence that as of the date of the merger agreement was not known to the CEB board, or the consequences of which (based on facts

known to the members of the CEB board as of the date of the merger agreement) were not reasonably known or understood as of the date of the merger agreement, and that does not relate to a takeover

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proposal or (2) if CEB has received a bona fide written takeover proposal that the CEB board has concluded in good faith (after consultation with CEB's outside counsel and financial advisor) is a superior takeover proposal. In the second situation, rather than withdrawing or modifying its recommendation or recommending an alternative takeover proposal, the CEB board may authorize CEB to terminate the merger agreement with Gartner and to enter into an acquisition agreement with respect to such superior takeover proposal. In either situation, the CEB board must determine in good faith (after consultation with outside legal counsel and financial advisors) that a failure to withdraw or modify its recommendation or recommend an alternative takeover proposal, as applicable, would be inconsistent with its fiduciary duties to CEB's stockholders, and CEB must inform Gartner of its proposed decision to change its recommendation and give Gartner three business days to respond to such proposed decision, including by proposing changes to the merger agreement. If the CEB board withdraws or modifies its recommendation, or recommends any alternative takeover proposal or acquisition agreement, CEB will nonetheless continue to be obligated to hold its stockholder meeting and submit the proposals described in this proxy statement/prospectus to its stockholders.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to the effective time of the merger, even after the receipt of the requisite stockholder approval, under the following circumstances:

by mutual written consent of Gartner and CEB;

by either Gartner or CEB:

if the merger is not consummated by July 5, 2017; provided that such date may be extended once, to no later than October 5, 2017, (i) by either party, (A) if certain regulatory approvals have not been obtained but the required approval by CEB stockholders has been obtained or (B) this proxy statement/prospectus has not become effective or (ii) by CEB, in its discretion, if the marketing period for Gartner's debt financing of the acquisition of CEB has not been completed by July 5, 2017 and as of such date all of the CEB's representations and warranties in the merger agreement are true and correct (subject to the applicable standards described above), CEB has performed in all material respects the obligations required to be performed by CEB at or prior to the closing date of the merger and CEB has not experienced a material adverse effect since the date of the merger agreement that is continuing as of July 5, 2017. This right to extend the July 5, 2017 end date or terminate the merger agreement is not available to either party if the failure of such party to perform any of its obligations under the merger agreement primarily caused or resulted in the failure of the merger to occur on or before July 5, 2017;

if the closing condition regarding absence of legal restraints on the merger is not satisfied and the specific legal restraint giving rise to such non-satisfaction has become final and non-appealable and the terminating party has complied with its obligations under the merger agreement to obtain requisite governmental approvals and remove legal restraints to the merger; or

if CEB's stockholders do not approve the merger with Gartner at the duly convened CEB stockholders meeting (or, if the meeting has been adjourned, at the final adjournment

thereof);

by CEB:

if Gartner or Merger Sub breaches or fails to perform any of its covenants or agreements contained in the merger agreement, or if any of their respective representations or warranties in the merger agreement fails to be true and correct, which breach or failure would give rise to the failure of either of the corresponding conditions to CEB's obligations to consummate the merger and is not curable or, if curable, is not cured prior to the earlier of (A) 30 days after written notice of the breach or failure is given by CEB to Gartner and (B) two business days prior to July 5, 2017 (or an extension of such end date, as described above); or

at any time prior to receiving the requisite CEB stockholder approval if (i) CEB has received a superior takeover proposal (as described above); and (ii) the CEB board has authorized CEB to

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enter into an acquisition agreement to consummate that superior takeover proposal and CEB pays concurrently to Gartner the applicable termination fee (as described in the next section).

by Gartner:

if CEB breaches or fails to perform any of its covenants or agreements contained in the merger agreement, or if any of the representations or warranties of CEB in the merger agreement fails to be true and correct, which breach or failure would give rise to the failure of either of the corresponding conditions to Gartner's obligations to consummate the merger and is not curable or, if curable, is not cured prior to the earlier of (A) 30 days after written notice of the breach or failure is given by Gartner to CEB and (B) two business days prior to July 5, 2017 (or an extension of such end date, as described above); or

in the event that the CEB board has withdrawn (or modified in any manner adverse to Gartner), or proposed publicly to withdraw (or modify in any manner adverse to Gartner), the approval, recommendation or declaration of advisability by the CEB board or any committee thereof with respect to the merger agreement or approved, recommended or declared advisable, or proposed publicly to approve, recommend or declare advisable, any takeover proposal by a person other than Gartner; provided that Gartner shall no longer be entitled to terminate the merger agreement as described in this bullet if the requisite stockholder approval has been obtained at the CEB stockholders meeting.

Expenses and Termination Fees

Except as provided below, each party to the merger agreement is responsible for paying all fees and expenses incurred by it in connection with the merger and the other transactions contemplated by the merger agreement.

If the merger agreement is validly terminated, the agreement will become void and have no effect, without any liability or obligation on the part of any party except for (i) continued compliance with CEB's and Gartner's confidentiality obligations under the confidentiality agreement between the parties and (ii) terms regarding the termination fees described in the paragraph below. In addition, the provisions of the merger agreement relating to nonsurvival of representations and warranties, certain rules for interpreting the merger agreement, the rights of third parties under the merger agreement, governing law, assignment, specific enforcement, waiver of jury trial, absence of recourse against lenders will continue in effect notwithstanding termination of the merger agreement. No termination of the merger agreement will relieve any party from any liability for any statement, act or failure to act by such party that is material and that such party intended to (a) be a misrepresentation or a breach of any covenant or agreement set forth in the merger agreement, or (b) any liability for such party's failure to consummate the merger after the conditions precedent to such party's obligations to effect the closing of the merger have been satisfied or waived (except for those conditions that by their nature are to be satisfied at the closing, which conditions would be capable of being satisfied at the time of such failure to consummate the merger).

Upon a termination, CEB will become obligated to pay to Gartner a termination fee of \$99,000,000 (which will, in any case, only be payable once) if:

Gartner terminates the merger agreement due to the CEB board making an adverse recommendation change;

either CEB or Gartner terminates the merger agreement due to the failure to obtain CEB stockholder approval of the merger at the duly convened stockholder meeting (unless such stockholder meeting has been adjourned, in which case at the final adjournment of such meeting) at any time after Gartner would have been permitted to terminate the merger agreement due to the CEB board making an adverse recommendation change.

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Gartner terminates the merger agreement due to CEB's breach of or failure to perform certain obligations relating to convening the special meeting of its stockholders and recommending in favor of the merger with Gartner if such breach shall have occurred or continued after a takeover proposal shall have been made to CEB or shall have been made directly to its stockholders generally or shall otherwise have become publicly known or any person shall have publicly announced an intention (whether or not conditional) to make a takeover proposal and, in each case, where such breach or failure (i) would give rise to a failure of the corresponding condition to Gartner's obligations to consummate the closing and (ii) is not curable or timely cured (as described above) and;

(A) prior to the CEB stockholders meeting, a takeover proposal shall have been made to CEB and not withdrawn or shall have been made directly to the CEB stockholders generally and not withdrawn or shall otherwise become publicly known or any person shall have publicly announced an intention (whether or not conditional) to make a takeover proposal not subsequently withdrawn, (B) the merger agreement is terminated by either party (i) prior to the CEB stockholders meeting due to the failure of the merger to close prior to July 5, 2017 (or any permissible extension of such deadline) or (ii) because the requisite stockholder approval of the merger is not received at the duly convened CEB stockholders meeting (or at the final adjournment of the stockholders meeting if it has been adjourned) and (C) within 12 months of such termination, CEB enters into an acquisition agreement or a takeover proposal is consummated for the acquisition of 50% or more of the stock, business or assets of CEB;

(A) prior to the CEB stockholders meeting, a takeover proposal shall have been made to CEB which is withdrawn or shall have been made directly to CEB's stockholders generally and is withdrawn or shall otherwise become publicly known or any person shall have publicly announced an intention (whether or not conditional) to make a takeover proposal which is subsequently withdrawn, (B) the merger agreement is terminated by either party (i) prior to the CEB stockholders meeting due to the failure of the merger to close prior to July 5, 2017 (or any permissible extension of such deadline) or (ii) because the requisite stockholder approval of the merger is not received at the duly convened CEB stockholders meeting (or at the final adjournment of the stockholders meeting if it has been adjourned) and such takeover proposal described in clause (A) was publicly withdrawn without qualification less than 15 calendar days prior to the date of the CEB stockholders meeting and (C) within 12 months of such termination of the merger agreement, CEB enters into an acquisition agreement with the person making the takeover proposal that was withdrawn (or any affiliate of such person) or any takeover proposal with the person making the takeover proposal that was withdrawn (or any affiliate of such person) is consummated, in each case, for the acquisition of 50% or more of the stock, business or assets of CEB; or

CEB terminates the merger agreement at any time prior to receiving the requisite stockholder approval of the merger if CEB has received a superior takeover proposal and the CEB board has authorized CEB to enter into an acquisition agreement to consummate such superior takeover proposal and the counterparty to the acquisition agreement is not a party that would entitle CEB to pay the lower termination fee described in the paragraph below.

CEB is obligated to pay Gartner a lower termination fee of \$49,500,000 if CEB terminates the merger agreement at any time prior to receiving the requisite stockholder approval of the merger if CEB has received a superior takeover proposal and the CEB board has authorized CEB to enter into an acquisition agreement to consummate such superior takeover proposal and CEB and the counterparty to the acquisition agreement is a person that made its initial takeover proposal during the 35-day transaction solicitation period and, to the extent negotiations with Gartner extend beyond

such 35-day period, has made any superior takeover proposals after such 35-day period within 5 days after each most recently delivered takeover proposal by Gartner.

Gartner is obligated to pay CEB a reverse termination fee of \$125,000,000 if:

either Gartner or CEB terminates the merger agreement due to the merger not closing prior to July 5, 2017 (or an extension of such end date) as a result of the applicable waiting periods under US and

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German antitrust laws not having expired prior to the applicable end date (or any consent related to German antitrust laws not having been obtained); or

either Gartner or CEB terminates the merger agreement due to a legal restraint on the merger imposed in connection with U.S. or German antitrust approvals becoming final and non-appealable.

Conduct of Business

Under the merger agreement, each of CEB and Gartner has agreed to restrict the conduct of its respective business between the date of the merger agreement and the effective time of the merger.

In general, CEB has agreed to (1) conduct its business in the ordinary course consistent with past practice in all material respects and (2) use reasonable best efforts to preserve intact its business organization and business relationships and keep available the services of its current officers and employees.

In addition, between the date of the merger agreement and the effective time of the merger, CEB has agreed to various specific restrictions relating to the conduct of its business, including with respect to the actions below (subject in each case to exceptions specified in the merger agreement or previously disclosed in writing to Gartner as provided in the merger agreement):

declaring or paying dividends or other distributions, except that CEB may continue to pay the quarterly cash dividend at the current dividend rate, so long as the record date for the quarter's dividend precedes the closing of the merger;

splitting, combining, subdividing or reclassifying any of its capital stock or issuing any other securities in respect of or in substitution for shares of its capital stock;

repurchasing, redeeming or otherwise acquiring its own capital stock or any securities convertible into or rights to acquire its own capital stock;

issuing or selling or subjecting to any lien shares of capital stock, voting securities or other equity interests;

amending its charter or bylaws or equivalent organizational documents of its subsidiaries;

granting any current or former director, officer or employee any increase in or new form of compensation or benefits, promoting any employee, filling any open employee position or changing any employee job description outside the ordinary course of business, granting any person any severance, retention, change in control or termination compensation or benefits, terminating the employment of any employee who is eligible for severance other than for cause, or creating a condition that would permit such an employee to resign with good reason, or entering into or adopting any material benefit plan or amend in any material respect any material benefit plan or any award issued thereunder;

making any material change in financial accounting methods, except as required by a change in GAAP;

acquiring any equity interest in or business of any firm, corporation, partnership, company, limited liability company, trust, joint venture, association or other entity or division thereof or any properties or assets (other than purchases of supplies and inventory in the ordinary course of business consistent with past practice);

selling, leasing (as lessor), licensing mortgaging, encumbering or otherwise disposing of any properties or assets (other than sales of products or services in the ordinary course of business consistent with past practice) that, individually or in the aggregate, have a fair market value greater than \$5,000,000;

incurring indebtedness except for (i) indebtedness in the ordinary course of business consistent with past practice not to exceed \$1,000,000 in the aggregate, (ii) indebtedness in replacement of existing indebtedness subject to certain conditions, (iii) guarantees of indebtedness of wholly owned subsidiaries or (iv) borrowing under CEB's existing revolving credit facility for working capital purposes in the ordinary course of business consistent with past practices in an amount not to exceed \$10,000,000 in the aggregate;

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making capital expenditures in excess of \$12,000,000 in the aggregate for the period January 1, 2017 through March 31, 2017, or in excess of \$18,500,000 in the aggregate for the period January 1, 2017 through June 30, 2017;

entering into or amending any material contract to the extent consummation of the merger or compliance by CEB with the provisions of the merger agreement would reasonably be expected to conflict with, or result in a violation of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation under, or result in any material alteration of, any provision of such contract or amendment;

entering into any collective bargaining or other labor union contract;

waiving, releasing, assigning or settling any claim, action or proceeding, other than the payment of monetary damages (a) equal to or lesser than the amounts reserved with respect thereto in CEB's reports filed with the SEC after January 1, 2016 and prior to the date of the merger agreement or (b) that do not exceed \$1,000,000 in the aggregate;

selling, leasing, abandoning, encumbering, conveying or licensing, subjecting to any lien or otherwise disposing of any material intellectual property rights or entering into agreements that impose material restrictions on itself or its subsidiaries with respect to intellectual property rights;

entering into, amending or modifying certain material contracts including joint venture and partnership agreements, agreements regarding the acquisition or disposition of assets for consideration in excess of \$1,000,000, material hedge, collar, option, forward purchasing, swap, derivative, or similar contracts, and contracts containing most favored nations clause;

making or changing any material tax election, adopting or changing any material method of tax accounting, amending any material tax return, extending or waiving the limitation period for any material claim or assessment in respect of taxes, or settling any material tax liability or refund (unless such settlement (x) is equal to or lesser than the reserves established on the financial statements included in the CEB's SEC filings from January 1, 2016 until the date of the merger agreement in respect of the claim or assessment that is the subject of such settlement or (y) does not exceed \$1,000,000 in the aggregate for all such settlements);

entering into a new line of business outside its existing business;

taking any action or omitting to take any action that would or would be reasonably likely to prevent or materially delay the ability of any party to consummate the merger in accordance with the terms of the merger agreement;

failing to pay any maintenance and similar fees or failing to take other appropriate actions as necessary to prevent the abandonment, loss or impairment of any owned intellectual property that is material to the conduct of CEB's business;

entering into any agreement to purchase or sell any interest in real property or entering into any lease, sublease, license or other occupancy agreement with respect to any real property;

entering into any contract related to any construction, tenant improvements or other facilities-related project, or making any modifications or change orders to or provide any approvals of any such contracts, in excess of \$1,000,000 in the aggregate;

adopting a plan or agreement of complete or partial liquidation or dissolution;

entering into any statements of work or similar contracts related to CEB's business transformation initiative;
or

authorizing any of, committing, resolving or agreeing to take any of, or participating in any negotiations or discussions with any other person regarding any of, the foregoing actions.

In general, Gartner has agreed to use reasonable best efforts to conduct its business in all material respects in the ordinary course of business and to preserve intact its business organization and business relationships and keep available the services of its current officers and employees.

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In addition, between the date of the merger agreement and the effective time of the merger, Gartner has agreed to various specific restrictions relating to the conduct of its business, including with respect to the actions below (subject in each case to exceptions specified in the merger agreement or previously disclosed in writing to CEB as provided in the merger agreement):

declaring or paying dividends or other distributions, other than regular quarterly cash dividends and dividends and distributions by a direct or indirect wholly owned subsidiary to its parent;

splitting, combining, subdividing or reclassifying any of its capital stock;

selling, transferring, leasing or licensing any of its properties or assets in an amount that exceeds \$10,000,000, except (i) in the ordinary course of business, (ii) dispositions of inventory or other assets that are no longer used or useful in the conduct of the business of Gartner or any of its subsidiaries, or (iii) transfers among Gartner and its subsidiaries;

acquiring or agreeing to acquire any rights, assets, business, person or division thereof, if such acquisition would reasonably be expected to materially increase the risk of not obtaining any applicable clearance, consent, approval or waiver under antitrust laws with respect to the merger;

(i) amending Gartner's certificate of incorporation or by-laws or (ii) amending in any material respect the charter or organizational documents of any of Gartner's subsidiaries, except, in each case, (x) as may be required by law or the rules and regulations of the SEC or the NYSE or (y) as would not affect the CEB stockholders whose shares are converted into Gartner common stock at the effective time of the merger in a manner different than holders of Gartner common stock prior to the effective time of the merger;

taking or omitting to take any action that would or would be reasonably likely to prevent or materially delay the ability of any party to consummate the merger in accordance with the terms of the merger agreement;

adopting a plan or agreement of complete or partial liquidation or dissolution; or

authorizing any of, or committing, resolving or agreeing to take any of the foregoing actions.

Other Covenants and Agreements

The merger agreement contains certain other covenants and agreements, including covenants relating to:

cooperation between Gartner and CEB in the preparation of this proxy statement/prospectus;

holding the CEB stockholder meeting and soliciting the CEB stockholder approval of the merger;

confidentiality and access by Gartner to certain information about CEB during the period prior to the effective time of the merger;

the use of each party's respective reasonable best efforts to take all actions reasonably appropriate to consummate the merger;

cooperation between Gartner and CEB to obtain all governmental approvals, consents and waiting period expirations required to consummate the merger, including with respect to antitrust approval;

participation by Gartner in the defense of any stockholder litigation against CEB relating to the merger, with Gartner having a right of consent with respect to the settlement of any such litigation;

obligations of Gartner and cooperation between Gartner and CEB with respect to the debt financing of the acquisition of CEB in the merger;

cooperation between Gartner and CEB in connection with public announcements; and

obligation of Gartner to cause the shares of Gartner common stock to be issued in the merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the closing date.

Indemnification and Insurance

The merger agreement provides that all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the effective time of the merger existing in favor of

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the current or former directors, officers or employees of CEB and its subsidiaries as provided in their respective corporate organizational documents and any indemnification or other similar agreements of CEB or any of its subsidiaries, in each case as in effect on the date of the merger agreement, shall continue in full force and effect in accordance with their terms following the effective time of the merger. From and after the effective time of the merger, CEB will to the fullest extent permitted by applicable law indemnify and hold harmless each current and former director or executive officer of CEB and its subsidiaries from claims, losses, costs and fees incurred in connection with any claim arising out of or pertaining to the fact that such director or officer is or was serving in such capacity. Each such director or officer will additionally be entitled to advancement of expenses incurred in connection with the defense of such a matter. Gartner will following the effective time of the merger guarantee CEB's prompt payment of the obligations described in this paragraph.

For a period of six years from and after the effective time of the merger, CEB shall either cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by CEB or its subsidiaries or provide substitute policies for CEB and its current and former directors and officers who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by CEB in either case, of not less than the existing coverage and have other terms not less favorable to the insured persons than the directors' and officers' liability insurance and fiduciary liability insurance coverage currently maintained by CEB with respect to claims arising from facts or events that occurred on or before the effective time of the merger, except that in no event shall CEB be required to pay with respect to such insurance policies in respect of any one policy year more than 300% of the annual premium payable by CEB for such insurance for the year ending December 31, 2015.

Employee Benefits Matters

The merger agreement provides that, during the period from the merger through January 1 of the year following the year in which the closing of the merger occurs, Gartner will provide CEB employees who remain employed by Gartner with base compensation and incentive opportunities (including, for this purpose, the calendar 2017 bonus opportunities) that are no less favorable than the base compensation and incentive opportunities provided to such employees of CEB immediately prior to the effective time of the merger and benefits that are substantially as favorable in the aggregate as either the benefits provided to such employees immediately prior to the effective time or to the benefits provided to similarly situated employees of Gartner.

The merger agreement also provides that, with respect to CEB employees who continue to be employed by Gartner following consummation of the merger, Gartner will:

for purposes of determining eligibility, level of benefits (other than benefit accruals and early retirement subsidies under a defined benefit pension plan) and vesting under Gartner employee benefit plans in which such employees become eligible to participate, Gartner will treat service recognized by CEB prior to consummation of the merger as service with Gartner, except that (1) the date of initial participation of such employees in Gartner benefit plans will be no earlier than the date of consummation of the merger and (2) Gartner need not recognize such service if (A) such Gartner benefit plan does not recognize service with Gartner or any of its subsidiaries of similarly situated employees of Gartner or any of its subsidiaries or (B) such recognition would result in any duplication of benefits;

waive all limitations as to pre-existing conditions and exclusions with respect to participation and coverage requirements under Gartner welfare plans in which such employees become eligible to participate, to the

extent that such conditions and exclusions were satisfied or did not apply to such employees under the analogous CEB welfare plan prior to consummation of the merger;

provide each such employee with credit for any co-payments and deductibles paid and for out-of-pocket maximums incurred prior to consummation of the merger and during the portion of the plan year of the applicable CEB welfare plan ending upon consummation of the merger in satisfying

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any analogous deductible or out-of-pocket maximum under any Gartner welfare plan in which such employee becomes eligible to participate;

assume and honor all employment, change in control and severance agreements between CEB and any CEB employee who remains employed by Gartner following the consummation of the merger, including with respect to any payments, benefits or rights arising as a result of the merger pursuant to the terms of the applicable agreements;

assume, honor and continue, or will cause to be assumed, honored and continued, for the benefit of all employees of CEB who will be employed by Gartner following the closing of the merger, (i) CEB's severance program for U.S. staff for a period of not less than 12 months following the effective time of the merger and (ii) CEB's paid time off policy through the later to occur of (x) the end of the calendar year in which the effective time occurs or (y) December 31, 2017; and

continue, or shall cause to be continued, CEB's deferred compensation plan until such time as account balances of current participants are distributed in accordance with deferral elections in effect as of the date of the merger agreement, unless there is a change of control of Gartner.

Financing

In connection with the merger, Gartner entered into a debt commitment letter to obtain committed debt financing. Under the debt commitment letter, the commitment parties, subject to the satisfaction or waiver of certain conditions as further specified in the debt commitment letter, have committed to provide debt financing, for the purposes of funding (i) a portion of the cash consideration payable in connection with the merger, (ii) the repayment of certain existing indebtedness of CEB and its subsidiaries and (iii) related fees and expenses. For more additional information with respect to this debt financing, see the section entitled *The Merger Financing of the Merger and Indebtedness Following the Merger* beginning on page 99.

Representations and Warranties

Gartner and CEB have each made representations and warranties to the other, many of which will be deemed untrue, inaccurate or incorrect as a consequence of the existence or absence of any fact, circumstance or event only if that fact, circumstance or event, individually or when taken together with all other facts, circumstances, effects, changes, events and developments, has had or would reasonably be expected to have a material adverse effect on the company making the representation or would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation by such party of the transactions contemplated by the merger agreement. In determining whether a material adverse effect has occurred or would reasonably be expected to occur, the parties (subject to certain exceptions) will disregard any effects resulting from or arising out of (i) changes or conditions generally affecting the industries in which such party operates, except to the extent such effect has a materially disproportionate effect on such party relative to others in such industries, (ii) general economic or political conditions or securities, credit, financial or other capital markets conditions, except to the extent such effect has a materially disproportionate effect on such party relative to others in the industries in which such party operate, (iii) any failure, in and of itself, by such party to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period, (iv) the execution and delivery of the merger agreement or the public announcement or pendency of the merger or any of the other transactions contemplated by the merger agreement, including the impact thereof on the relationships, contractual or otherwise, of such party with

employees, labor unions, customers or partners, (v) any change, in and of itself, in the market price or trading volume of such party's securities, (vi) any change in applicable law, regulation or GAAP (or authoritative interpretation thereof), except to the extent such effect has a materially disproportionate effect on such party relative to others in the industries in which such person operates, (vii) geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, except to the extent such effect has a materially disproportionate effect on such party

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relative to others in the industries in which such party operates, (viii) any natural disaster, except to the extent such effect has a materially disproportionate effect on such party relative to others in the industries in which such party operates or (ix) any pending, initiated or threatened stockholder litigation against CEB or any of its directors or officers relating to the merger agreement or the transactions contemplated thereby of which CEB has received notice.

CEB's representations and warranties relate to, among other topics, the following:

organization, standing and corporate power and charter documents;

ownership of subsidiaries;

capital structure;

authority relative to execution and delivery of the merger agreement;

absence of conflicts with, or violations of, organizational documents or other obligations as a result of the merger;

consents and approvals relating to the merger;

SEC documents, financial statements, internal controls and accounting or auditing practices;

absence of undisclosed liabilities and off-balance-sheet arrangements;

accuracy of information supplied or to be supplied in the registration statement and this proxy statement/prospectus;

absence of any fact, change or event that would reasonably be expected to have a material adverse effect, as defined in the merger agreement, on CEB and the absence of certain other events and changes;

tax matters;

benefits matters and ERISA compliance;

absence of certain litigation;

compliance with applicable laws and permits;

environmental matters;

material contracts;

owned and leased real property;

intellectual property;

labor matters;

broker's fees payable in connection with the merger;

receipt of fairness opinion from CEB's financial advisor;

insurance policies;

affiliate transactions;

compliance with anti-corruption and anti-bribery laws; and

compliance with export control laws.

Gartner's representations and warranties relate to, among other topics, the following:

organization, standing and corporate power and charter documents;

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ownership of subsidiaries;

capital structure;

authority relative to execution and delivery of the merger agreement;

absence of conflicts with, or violations of, organizational documents or other obligations as a result of the merger;

consents and approvals relating to the merger;

SEC documents, financial statements, internal controls and accounting or auditing practices;

absence of undisclosed liabilities and off-balance-sheet arrangements;

accuracy of information supplied or to be supplied in the registration statement and this proxy statement/prospectus;

absence of any fact, change or event that would reasonably be expected to have a material adverse effect, as defined in the merger agreement, on Gartner and the absence of certain other events and changes;

absence of certain litigation;

compliance with applicable laws and permits;

broker's fees payable in connection with the merger;

matters related to Gartner's debt financing and the debt commitment letter;

absence of business activities of Merger Sub;

absence of interested stockholder status under Section 203 of the DGCL; and

tax matters.

Amendments, Extensions and Waivers

Amendment. The merger agreement may be amended by the parties at any time before the effective time of the merger and before or after the receipt of the approval of the CEB stockholders required to consummate the merger. However, after such stockholder approval, there may not be, without further approval of CEB stockholders, any amendment of the merger agreement for which applicable laws require further approval by CEB stockholders. Furthermore, certain provisions of the merger agreement may not be amended in a manner that adversely affects Gartner's debt financing sources without the written consent of Gartner's debt financing sources.

Extension; Waiver. At any time prior to the effective time of the merger, with certain exceptions, any party may (a) extend the time for performance of any obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in the merger agreement or in any document delivered pursuant to the merger agreement, (c) waive compliance by another party with any of the agreements or conditions contained in the merger agreement or (d) waive the satisfaction of any of the conditions to such party's obligations in the merger agreement.

The Voting Agreement

Overview

In connection with the execution of the merger agreement, Thomas L. Monahan III, CEB's Chief Executive Officer, Melody L. Jones, CEB's Chief Administrative Officer, and Richard S. Lindahl, CEB's Chief Financial Officer, and each of the members of the CEB board (which we refer to as the CEB management stockholders), have each entered into voting agreements, dated as of January 5, 2017, with Gartner. As of January 5, 2017, there were 210,603 shares, constituting approximately 1% of the outstanding common stock of CEB, subject to the voting agreements.

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The CEB management stockholders have agreed in the voting agreements to vote all shares of CEB common stock beneficially owned by them:

in favor of the adoption of the merger agreement and any action required in furtherance thereof,

against approval of any proposal made in opposition to, in competition with, or that would result in a breach of the merger agreement or the merger or any other transactions contemplated by the merger agreement, and

against any of the following actions (excluding the merger with Gartner):

any other acquisition or business combination involving CEB or any of its subsidiaries;

any sale, lease or transfer of all or substantially all of the assets of CEB or any of its subsidiaries,

any reorganization, recapitalization, dissolution, liquidation or winding up of CEB or any of its subsidiaries,

any material change in the capitalization of the CEB or any of its subsidiaries, or the corporate structure of CEB or any of its subsidiaries,

any proposal to acquire 20% or more of CEB's capital stock or assets; or

any other action that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone or discourage the merger with Gartner or any other transactions contemplated by the merger agreement with Gartner.

In addition, if a meeting of the CEB stockholders is held, each CEB management stockholder shall appear at such meeting or otherwise cause their CEB shares to be counted as present thereat for purposes of establishing a quorum. The voting agreements also require the CEB management stockholders to waive their appraisal rights under the Delaware General Corporation Law or any other statutory rights with respect to the merger. The voting agreements do not limit or restrict the CEB management stockholders from acting in their capacity or fulfilling the obligations of their positions as officers or directors, as applicable, including (i) by exercising their fiduciary duties consistent with the terms of the merger agreement and by voting, in his or her capacity as a director or officer of CEB, in their sole discretion on any matter (it being understood that the voting agreement shall apply to the CEB management stockholders solely in their capacity as a stockholder of CEB), or (ii) disclosing information acquired solely in his or her capacity as an officer or director of CEB.

Each voting agreement includes an irrevocable proxy in favor of Gartner, acting through any of its Chief Executive Officer, Chief Financial Officer or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned to vote and exercise all voting and related rights with respect to all of the shares of capital stock of CEB

that now are or hereafter may be beneficially owned by the CEB management stockholder, and any and all other shares or equity securities of CEB issued or issuable in respect thereof on or after the date of the voting agreement.

Termination

Pursuant to its terms, the voting agreement will terminate upon the earliest of:

termination of the merger agreement in accordance with its terms;

the date and time at which the merger has become effective in accordance with the terms of the merger agreement; and

the making of any change, amendment or modification by any party to, or waiver by CEB of, any provision of the merger agreement that reduces or changes the form of consideration payable pursuant to the merger agreement.

Table of Contents**Financing of the Merger and Indebtedness Following the Merger**

Gartner currently intends to finance the merger consideration and the repayment and redemption of certain outstanding indebtedness of CEB and its subsidiaries and to pay related fees and expenses in connection with the merger, using a combination of cash on hand, proceeds from a new term loan B facility, proceeds from the issuance of debt securities (or, in the alternative, proceeds from a high yield bridge credit facility), borrowings under a 364-day bridge credit facility and, subject to certain conditions, proceeds from a draw of its existing revolving credit facility, as further described below. The discussions of the financing transactions do not purport to be complete and are qualified in their entirety by reference to the definitive documentation to be entered into for each credit facility and the debt securities.

In connection with the merger agreement, on January 5, 2017, Gartner entered into a commitment letter with JPMorgan and Goldman Sachs to obtain committed debt financing. On January 20, 2017, Bank of America, N.A., Citizens Bank, N.A., PNC Bank, National Association, PNC Capital Markets LLC, SunTrust Bank, TD Bank, N.A., The Toronto-Dominion Bank, New York Branch, U.S. Bank National Association, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC, which we refer to, together with JPMorgan and Goldman Sachs, as the commitment parties, executed joinder agreements to the obligations set forth in the debt commitment letter. Pursuant to the debt commitment letter, the commitment parties agreed to provide a seven-year senior secured term loan B facility in an aggregate amount of up to \$1,375.0 million, which we refer to as the Term Loan B Facility (which may take the form of an incremental facility to the Credit Agreement, dated June 17, 2016, as amended, which we refer to as the Existing Credit Agreement), a senior unsecured high yield bridge facility in an aggregate principal amount of up to \$600.0 million which we refer to as the HY Bridge Facility and a 364-day senior unsecured bridge facility in an aggregate principal amount of up to \$300.0 million which we refer to as the 364-day Bridge Facility. We collectively refer to the HY Bridge Facility, the Term Loan B Facility and the 364-day Bridge Facility as the Facilities. The HY Bridge Facility and 364-day Bridge Facility may be subject to certain commitment reductions described therein.

The debt commitment letter also contemplates certain amendments, which we refer to as the Specified Amendment, to the Existing Credit Agreement. On January 20, 2017, Gartner amended the Existing Credit Agreement to effect the Specified Amendment, including to, among other things, (a) permit the consummation of the merger, (b) permit the incurrence of indebtedness contemplated by the debt commitment letter, (c) effect certain changes to the negative covenants, definitions and certain other terms as set out in the debt commitment letter and (d) provide for the incurrence of the Term Loan B loan as an incremental tranche thereunder.

The material provisions of the Facilities and the Specified Amendment are set forth in term sheets attached as exhibits to the debt commitment letter, a copy of which is filed as an exhibit to the Current Report on Form 8-K filed by Gartner on January 5, 2017. The amended credit agreement is filed as an exhibit to the Current Report on Form 8-K filed by Gartner on January 24, 2017.

For a discussion of the combined company's indebtedness on a pro forma basis giving effect to the merger financing and the refinancing of existing indebtedness, see the section entitled *Unaudited Pro Forma Condensed Consolidated Financial Information* beginning on page 102.

Amendment of the Existing Credit Facility

On January 20, 2017, Gartner entered into an amendment to the Existing Credit Agreement, reflecting the Specified Amendment. The amendment permits the incurrence of the Facilities contemplated by the debt commitment letter in connection with the merger. In addition, the amendment effected certain changes to the negative covenants in the Existing Credit Agreement, including an increase to the maximum total leverage and secured leverage permitted

thereunder through the end of the sixth full fiscal quarter following the closing of the merger. The amendment also includes a number of other changes to certain other terms to permit Gartner to consummate the merger and facilitate the operations of the combined company. The amendment increased the

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letter of credit sub-limit to \$75.0 million (subject to certain qualifications), revised the applicable margins and increased dollar-based baskets and thresholds. The amendment also provides the ability to incur the Term Loan B loans as an incremental tranche under the existing credit facility. Finally, the amendment provides that (subject to certain qualifications) the extension of credit under the revolving credit facility necessary to consummate the merger will be subject only to the limited conditions set forth in the debt commitment letter.

Term Loan B Facility

In connection with the merger, Gartner expects to enter into the Term Loan B Facility in the aggregate principal amount of \$1,375.0 million, to finance in part the merger, the repayment of indebtedness in connection with the merger and the fees, expenses and costs incurred in connection with the merger. The Term Loan B Facility will be secured by a perfected first priority security interest in substantially all of Gartner's and CEB's tangible and intangible assets and will rank pari passu with the loans outstanding under the existing senior secured credit facilities under the Existing Credit Agreement.

If the Term Loan B Facility is drawn concurrently with the consummation of the merger, the full amount of the Term Loan B Facility will be drawn in a single drawing on such date. The loans will have a maturity of seven years, subject to amortization at a rate of 1.00% per annum. Borrowings under the Term Loan B Facility will bear interest at a rate per annum equal to, at the option of Gartner, (1) adjusted LIBOR plus 275.0 basis points or (2) an alternate base rate plus 175.0 basis points.

The Term Loan B Facility also includes mandatory prepayment requirements related to asset sales, debt incurrence (other than permitted debt) and excess cash flow, subject to certain limitations described therein.

Any voluntary prepayments of Term Loan B loans made in the first six months following the date on which the merger closes in the event of a repricing transaction will be subject to a 1.00% prepayment premium.

The availability of funds under the Term Loan B Facility on the closing date is subject only to certain customary limited conditionality provisions as set out in the debt commitment letter. The Term Loan B Facility is subject to reduction at Gartner's discretion if more than \$600.0 million in senior debt is issued.

The Term Loan B Facility will contain representations and warranties, affirmative and negative covenants, and events of default that are substantially the same as in the Existing Credit Agreement.

Senior Debt

Gartner expects to issue \$600 million in senior unsecured debt in lieu of the HY Bridge Facility described below prior to or concurrently with the consummation of the merger. The terms of the debt securities are not committed and will depend on market conditions at the time of issuance. In addition, Gartner may choose to issue more than \$600 million in debt securities, and reduce other sources of financing. The proceeds from the issuance of debt securities will be used to finance in part the merger, the repayment of indebtedness in connection with the merger and the fees, expenses and costs incurred in connection with the merger.

HY Bridge Facility

If Gartner does not issue debt securities in lieu of the HY Bridge Facility, Gartner further intends to enter into a senior unsecured high yield bridge loan facility in an aggregate principal amount of up to \$600.0 million. As with debt securities, the proceeds will be used to finance in part the merger, the repayment of indebtedness in connection with

the merger and the fees, expenses and costs incurred in connection with the merger. The HY Bridge Facility will mature on the first anniversary following the closing date of the merger, at which time it will be replaced by exchange notes or automatically converted into extended term loans if such HY Bridge Facility loans have not been repaid in full and no bankruptcy event of default with respect to Gartner then exists. The exchange notes and extended term loans each mature on the eighth anniversary of the date on which the merger closes.

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Borrowings under the HY Bridge Facility will bear interest at a rate per annum, at the option of Gartner, equal to (1) adjusted LIBOR plus 4.50% or (2) an alternate base rate plus 3.50%, with the margins on both increasing by 0.50% every 90 days following the closing date up to a specified maximum amount.

The principal amount of the HY Bridge Facility will be reduced by the first \$600.0 million in aggregate principal amount of senior debt that is funded into escrow or held by Gartner on or prior to the closing date (if any) and will be further reduced by, and Gartner must prepay the loans, 100% of the net cash proceeds received from any incurrence of debt or issuance of equity, subject to certain exceptions, in any case up to \$600.0 million commitment.

The HY Bridge Facility will be subject to affirmative and negative covenants customary for high yield bridge loan financings and will not contain any financial maintenance covenants.

The HY Bridge Facility will also contain certain events of default usual for high yield bridge loan financings.

364-day Bridge Facility

Gartner also intends to enter into a senior unsecured 364-day bridge loan facility under which lenders will make senior increasing rate loans to Gartner on the closing date in an aggregate principal amount of up to \$300.0 million, less certain reductions described below. The proceeds will be used to finance in part the merger, the repayment of indebtedness in connection with the merger and the fees, expenses and costs incurred in connection with the merger. The 364-day Bridge Facility will mature on the 364th day after the date on which the merger closes.

Borrowings under the 364-day Bridge Facility will bear interest at a rate per annum equal to, at the option of Gartner, (1) adjusted LIBOR plus 275.0 basis points or (2) an alternate base rate plus 175.0 basis points, with the margins on both increasing by 25.0 basis points 180 days after the closing date and an additional 25.0 basis points each 90 days thereafter.

The 364-day Bridge Facility must be repaid, or, if prior to its funding, the aggregate commitments of the 364-day Bridge Facility lenders to provide the loans under the 364-day Bridge Facility must be reduced dollar-for-dollar, by an aggregate amount, subject to certain exceptions, by:

100% of any net cash proceeds received by Gartner as a distribution or dividend from any of its foreign subsidiaries, less the amount of taxes payable or reasonably estimated by Gartner to be payable as a result of such repatriation; and

100% of the net cash proceeds received by Gartner from any debt incurrence (excluding the issuance of the high-yield senior debt described above) or equity issuance after the closing date, in each case subject to certain limitations, provided that no such amounts will be applied to the 364-day Bridge Facility until the HY Bridge Facility has been repaid or the commitments thereunder have been reduced in full.

The availability of funds under the 364-day Bridge Facility on the Closing Date is subject only to certain customary limited conditionality provisions and conditions precedent as set out in the debt commitment letter. The 364-day Bridge Facility is subject to reduction at Gartner's discretion if more than \$600.0 million in senior debt is issued.

The 364-day Bridge Facility will contain representations and warranties, affirmative and negative covenants and events of default that are substantially the same as in the Existing Credit Agreement.

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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma condensed consolidated financial information has been prepared to illustrate the effect of the proposed business combination of Gartner and CEB, which was announced on January 5, 2017. Immediately prior to the consummation of the merger, each share of CEB common stock issued and outstanding at such time will be converted into the right to receive, less applicable taxes, (a) \$54.00 in cash and (b) 0.2284 of a share of Gartner common stock.

The transaction will be accounted for as a business combination using the acquisition method of accounting in accordance with Accounting Standards Codification Topic 805, *Business Combinations* (ASC Topic 805), which will establish a new basis of accounting for all identifiable assets acquired and liabilities assumed at fair value as of the date control is obtained. Gartner has been treated as the acquirer in the merger for accounting purposes. Accordingly, Gartner's cost to purchase CEB will be allocated to the assets acquired and the liabilities assumed based upon their respective fair values on the date the merger is consummated. The total purchase price to be paid will be approximately \$1.8 billion in cash and 7.4 million shares of Gartner common stock issued in exchange for all outstanding shares of CEB common stock. The equity consideration is valued at \$0.7 billion, assuming a Gartner share price of \$99.82, which is based on the closing price of Gartner common stock on January 30, 2017. The transaction has a total enterprise value of approximately \$3.4 billion, including Gartner's assumption of approximately \$0.9 billion in CEB debt.

The following unaudited pro forma condensed consolidated balance sheet of Gartner as of September 30, 2016 and the unaudited pro forma condensed consolidated statements of operations of Gartner for the year ended December 31, 2015 and for the nine months ended September 30, 2016 are presented to illustrate the estimated effects of the proposed business combination of Gartner and CEB based on the historical financial position and results of operations of Gartner and CEB. The unaudited pro forma condensed consolidated financial statements have been prepared giving effect to the transaction as if it had been consummated as of January 1, 2015 for the unaudited pro forma condensed consolidated statements of operations for the year ended December 31, 2015 and for the nine months ended September 30, 2016, and as of September 30, 2016 for the unaudited pro forma condensed consolidated balance sheet.

The unaudited pro forma condensed consolidated financial information includes certain pro forma adjustments that are intended to provide information about the continuing impact of the merger on Gartner's financial position and results of operations. The historical financial information is adjusted in the unaudited condensed consolidated pro forma financial statements to give effect to unaudited pro forma adjustments that are (1) directly attributable to the merger, (2) factually supportable and (3) with respect to the unaudited pro forma condensed consolidated statements of operations, expected to have a continuing impact on the consolidated operating results. The pro forma adjustments set forth in the unaudited pro forma condensed consolidated financial information reflect the following:

estimated issuance of additional indebtedness to finance the transaction;

issuance of cash consideration by Gartner in the transaction;

exchange of each share of CEB common stock for 0.2284 of a share of Gartner common stock;

alignment of CEB's accounting policies to Gartner's accounting policies;

impact of purchase accounting; and

tax effect of pro forma adjustments at the U.S. federal income tax statutory rate.

The pro forma adjustments included herein are preliminarily based on currently available information, and may be revised as additional information becomes available and as additional analyses are performed. The pro forma financial statements do not reflect the expected benefits to be derived from synergies and cost reduction actions expected to be implemented in connection with the merger, or the impact of one-time non-recurring costs

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relating to the merger, including the costs to achieve expected synergies and cost savings. These revisions, if any, could have a material impact on the accompanying unaudited pro forma condensed consolidated financial statements and Gartner's future results of operations and financial position. Changes in the price of Gartner common stock may increase or decrease the total value of the merger consideration. Increases or decreases in the estimated fair value of the net assets acquired may change the amount of the purchase price allocated to goodwill resulting from the transaction and other acquired assets and liabilities. This may impact the unaudited condensed consolidated pro forma statement of operations due to an increase or decrease in the amount of amortization or depreciation of the adjusted assets.

These unaudited pro forma condensed consolidated financial statements reflect adjustments that, in the opinion of Gartner's management, are necessary to present fairly the pro forma condensed consolidated results of operations and condensed consolidated financial position of Gartner as of and for the periods indicated. The unaudited pro forma condensed consolidated financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what the financial condition or results of operations would have been had Gartner operated historically on a stand-alone basis or if the transaction had occurred on the dates indicated. The unaudited pro forma condensed consolidated financial information should not be considered representative of future consolidated financial condition or consolidated results of operations. Assumptions underlying the pro forma adjustments are described in the accompanying notes and should be read in conjunction with the unaudited pro forma condensed consolidated financial statements.

The Unaudited Pro Forma Condensed Consolidated Financial Information should be read in conjunction with the audited and interim financial statements of Gartner and CEB incorporated by reference herein.

Table of Contents**Gartner, Inc.****Unaudited Pro Forma Condensed Consolidated Balance Sheet****At September 30, 2016****(Dollars in thousands)**

	Historical Gartner	Historical CEB	Reclassifications	Pro Forma Merger Adjustments	Pro Forma
Assets					
Current Assets:					
Cash and cash equivalents	\$ 465,734	\$ 135,821		\$	\$ 601,555
Fees receivable	560,202	209,845			770,047
Deferred commissions	112,697	22,044		(22,044) 4B	112,697
Prepaid expenses and other current assets	107,316	48,487			155,803
Total current assets	1,245,949	416,197		(22,044)	1,640,102
Deferred income taxes, net		1,956	(1,956) 4A		
Property, equipment and leasehold improvements, net	118,789	95,678			214,467
Goodwill	742,926	649,987		1,831,939 4C	3,224,852
Intangible assets, net	81,769	208,563		922,350 4D	1,212,682
Other assets	88,307	95,038	1,956 4A		185,301
Total Assets	\$ 2,277,740	\$ 1,467,419		\$ 2,732,245	\$ 6,477,404
Liabilities and Stockholders (Deficit) Equity					
Current liabilities:					
Accounts payable and accrued liabilities	\$ 348,429	\$ 80,842	\$ 45,037 4A	\$	\$ 474,308
Accrued incentive compensation		45,037	(45,037) 4A		
Deferred revenues	1,028,995	406,109		(188,948) 4E	1,246,156
Current portion of long-term debt	40,000	7,869		5,881 4F, 4G	53,750
Total current liabilities	1,417,424	539,857		(183,067)	1,774,214
Deferred income taxes, net		17,454	(17,454) 4A		
Long-term debt	696,405	878,411		1,807,427 4F, 4G	3,382,243
Other liabilities	174,409	117,465	17,454 4A	331,476 4H, 4I	640,804

Total Liabilities	2,288,238	1,553,187	1,955,836	5,797,261
Stockholders (Deficit) Equity:				
Common stock	78	457	(453) 4J	82
Additional paid-in capital	851,077	500,913	240,634 4J	1,592,624
Accumulated other comprehensive loss, net	(47,784)	(113,241)	113,241 4J	(47,784)
Accumulated earnings	1,577,521	386,030	(436,940) 4J	1,526,611
Treasury stock	(2,391,390)	(859,927)	859,927 4J	(2,391,390)
Total Stockholders (Deficit) Equity	(10,498)	(85,768)	776,409	680,143
Total Liabilities and Stockholders (Deficit) Equity	\$ 2,277,740	\$ 1,467,419	\$ 2,732,245	\$ 6,477,404

See notes to Unaudited Condensed Consolidated Pro Forma Financial Statements.

Table of Contents**Gartner, Inc.****Unaudited Pro Forma Condensed Consolidated Statement of Operations****For the Nine Months Ended September 30, 2016****(Dollars in thousands, except for per share data)**

	Historical Gartner	Historical CER	Reclassifications	Pro Forma Merger Adjustments	Pro Forma
Total revenues	\$ 1,741,323	\$ 695,645	\$	\$	\$ 2,436,968
Costs and expenses:					
Cost of services and product development	666,585	252,925			919,510
Member relations and marketing		206,504	(206,504) 5A		
Selling, general and administrative	799,322	87,801	223,904 5A		1,111,027
Depreciation	27,390	24,393			51,783
Amortization of intangibles	18,614	52,398		117,743 5B	188,755
Business transformation costs		16,316	(16,316) 5A		
Acquisition and integration charges	32,958	5,959			38,917
Restructuring costs		1,084	(1,084) 5A		
Total costs and expenses	1,544,869	647,380		117,743	2,309,992
Operating income	196,454	48,265		(117,743)	126,976
Debt modification costs		(1,656)	1,656 5A		
Interest income		563			563
Interest expense	(19,294)	(21,243)	(1,656) 5A	(73,683) 5C	(115,876)
Other income (expense), net	5,086	4,129			9,215
Income before income taxes	182,246	30,058		(191,426)	20,878
Provision (benefit) for income taxes	55,149	10,261		66,091 5D	(681)
Net income	\$ 127,097	\$ 19,797	\$	\$ (125,335)	\$ 21,559
Net income per share:					
Basic (in dollars per share)	\$ 1.54				\$ 0.24
Diluted (in dollars per share)	\$ 1.52				\$ 0.24

Weighted average shares outstanding:				
Basic (in shares)	82,549	7,429	5E	89,978
Diluted (in shares)	83,761	7,429	5E	91,190

See notes to Unaudited Condensed Consolidated Pro Forma Financial Statements.

Table of Contents**Gartner, Inc.****Unaudited Pro Forma Condensed Consolidated Statement of Operations****For the Year Ended December 31, 2015****(Dollars in thousands, except for per share data)**

	Historical Gartner	Historical CER	Reclassifications	Pro Forma Merger Adjustments	Pro Forma
Total revenues	\$ 2,163,056	\$ 928,434	\$	\$	\$ 3,091,490
Costs and expenses:					
Cost of services and product development	839,076	327,257			1,166,333
Member relations and marketing		266,758	(266,758) 5A		
Selling, general and administrative	962,677	111,842	273,119 5A		1,347,638
Depreciation	33,789	32,104			65,893
Amortization of intangibles	13,342	41,923		184,931 5B	240,196
Business transformation costs					
Acquisition and integration charges	26,175	3,027			29,202
Restructuring costs		6,361	(6,361) 5A		
Total costs and expenses	1,875,059	789,272		184,931	2,849,262
Operating income	287,997	139,162		(184,931)	242,228
Debt modification costs		(4,775)	4,775 5A		
Interest income	1,766	457			2,223
Interest expense	(22,548)	(20,636)	(4,775) 5A	(105,931) 5C	(153,890)
Other income (expense), net	4,996				