

SAFEGUARD BUSINESS SYSTEMS INC
Form 424B3
January 11, 2012
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Filed Pursuant to Rule 424(b)(3)
Registration No. 333-178125

PROSPECTUS

DELUXE CORPORATION

Offer to Exchange

\$200,000,000 aggregate principal amount of 7.00% Senior Notes due 2019

that have been registered under the Securities Act of 1933

for any and all outstanding unregistered 7.00% Senior Notes due 2019

We are offering to exchange an aggregate principal amount of \$200,000,000 of registered 7.00% Senior Notes due 2019, or the new notes, for any and all of our outstanding unregistered 7.00% Senior Notes due 2019 that were issued in a private offering on March 15, 2011, or the old notes. We are offering to exchange the new notes for the old notes to satisfy our obligations contained in the registration rights agreement that we entered into in connection with the issuance of the old notes. We will not receive any proceeds from the exchange offer, and issuance of the new notes will not result in any increase in our outstanding debt.

The terms of the new notes will be identical in all material respects to the terms of the old notes, except that the transfer restrictions, registration rights and additional interest provisions relating to the old notes will not apply to the new notes.

Our obligations under the new notes will be jointly and severally and fully and unconditionally guaranteed by all of our existing and future direct and indirect subsidiaries that guarantee any of our other indebtedness, all of which we refer to in this prospectus as the guarantors.

We do not intend to list the new notes on any securities exchange or seek approval for quotation through any automated trading system.

You may withdraw your tender of old notes at any time prior to the expiration of the exchange offer. We will exchange all of the outstanding old notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer for an equal principal amount of new notes.

The exchange offer expires at 5:00 p.m., New York City time, on February 9, 2012, unless extended by us.

Broker-dealers receiving new notes in exchange for old notes acquired for their own account through market-making or other trading activities must deliver a prospectus in any resale of the new notes.

See Risk factors beginning on page 14 for a discussion of certain risks that you should consider in connection with the exchange offer.

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

The date of this prospectus is January 11, 2012

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This prospectus is part of a registration statement we filed with the Securities and Exchange Commission, or the SEC. We are submitting this prospectus to holders of old notes so that they can consider exchanging their old notes for new notes. You should rely only on the information contained or incorporated by reference in this prospectus and in the accompanying transmittal documents. We have not authorized any other person to provide you with any other information. If anyone provides you with different or inconsistent information, you should not rely on it. You should not assume that the information contained or incorporated by reference in this prospectus is accurate as of any date other than its respective date. Our business, financial condition, results of operations and prospects may have changed since that date. We are not making an offer to sell nor are we soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Each broker-dealer that receives new notes for its own account in exchange for old notes acquired by the broker-dealer as a result of market-making or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a participating broker-dealer in connection with resales of new notes received in exchange for old notes. For a period of up to 180 days following the completion of the exchange offer, we will make this prospectus, as amended or supplemented, available to any such broker-dealer that requests copies of this prospectus in the letter of transmittal for use in connection with any such resale. See Plan of distribution.

This prospectus incorporates important business and financial information about us that is not included in or delivered with this prospectus. Such information is available without charge to holders of old notes upon written or oral request made to: Investor Relations, Deluxe Corporation, 3680 Victoria Street North, Shoreview, Minnesota 55126-2966, telephone: (651) 787-1068. To obtain timely delivery of any requested information, holders of old notes must make any request no later than February 2, 2012, five business days before the expiration date of the exchange offer, or, if we decide to extend the expiration date of the exchange offer, five business days before such extended expiration date.

Industry data and forecasts

This prospectus and the information incorporated herein by reference includes market and industry data and forecasts that we obtained from industry publications and surveys, reports by market research firms and other

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published independent sources. Some data are also based on our good faith estimates, which are derived from our review of internal surveys, as well as independent sources. The third-party sources mentioned above generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of the included information. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. Statements as to our market position are based on market data currently available to us. Although we are not aware of any misstatements regarding the market and industry data presented herein or incorporated herein by reference, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk factors" in this prospectus and in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010, as well as any updates to the risk factors contained in any of our Quarterly Reports on Form 10-Q, all of which are incorporated herein by reference.

Forward-looking statements

This prospectus includes and incorporates by reference statements that are, or may be deemed to be, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. When we use the words or phrases "should result," "believe," "intend," "plan," "are expected to," "targeted," "continue," "will approximate," "is anticipated," "estimate," "project" or similar expressions in this prospectus or in the information incorporated herein by reference, they indicate forward-looking statements. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this prospectus and the information incorporated herein by reference and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our results of operations, financial condition, liquidity, prospects, growth, strategies and the industry in which we operate.

We want to caution you that any forward-looking statements are subject to uncertainties and other factors that could cause them to be incorrect. The material uncertainties and other factors known to us are discussed under the heading "Risk factors" in this prospectus and in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010, as well as any updates to the risk factors contained in any of our Quarterly Reports on Form 10-Q, all of which are incorporated herein by reference. Although we have attempted to compile a comprehensive list of these important factors, we want to caution you that other factors may prove to be important in affecting our future operating results. New factors emerge from time to time, and it is not possible for us to predict all of these factors, nor can we assess the impact each factor or combination of factors may have on our business.

We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and the development of the industry in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained or incorporated by reference in this prospectus. In addition, even if our results of operations, financial condition and liquidity, and the development of the industry in which we operate, are consistent with the forward-looking statements contained or incorporated by reference in this prospectus, those results or developments may not be indicative of results or developments in subsequent periods.

You are further cautioned not to place undue reliance on those forward-looking statements because they speak only of our views as of the date the statements were made. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

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Summary

This summary provides an overview of our business and the key aspects of the exchange offer. This summary is not complete and does not contain all of the information you should consider before making an investment decision. You should carefully read all of the information contained or incorporated by reference in this prospectus, including the Risk factors section contained herein and in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010, as well as any updates to the risk factors contained in any of our Quarterly Reports on Form 10-Q, all of which are incorporated herein by reference, and the consolidated financial statements and related notes incorporated herein by reference, before making an investment decision.

Vision

Our vision is to be the best at helping small businesses and financial institutions grow. Through our various businesses and brands, we help small businesses and financial institutions better grow, operate and protect their businesses. We employ a multi-channel strategy to provide a suite of life-cycle driven solutions to our customers, with a focus on providing simple, easy-to-use, innovative solutions that fulfill customer needs.

Company overview

Deluxe Corporation is organized into three reportable business segments that combine to make us a valuable partner for small businesses and financial institutions, as well as one of the top check producers in North America. Our business segments include Small Business Services, Financial Services and Direct Checks.

Small Business Services. Small Business Services offers a suite of products and services that help small businesses brand, promote, sell and operate. This segment sells personalized printed products, which include business checks, printed forms (e.g., billing forms, work orders, purchase orders, invoices), promotional products, marketing materials and related services, as well as retail packaging supplies and a suite of business services, including web design and hosting, fraud protection, payroll, logo design, search engine marketing and business networking. We sell these products and services through multiple channels, including direct response advertising, referrals from financial institutions and telecommunications clients, distributors and local dealers, in the United States, Canada and portions of Europe. 2010 revenue and operating income for Small Business Services was \$796.3 million and \$137.5 million, respectively. Small Business Services revenue accounted for 57% of our total 2010 revenue.

Financial Services. Financial Services offers products and services for financial institutions, including comprehensive check programs for both personal and business checks, fraud prevention and monitoring services, customer acquisition campaigns, marketing communications, regulatory program services and services intended to enhance the financial institution customer experience, such as customer loyalty programs. We also offer enhanced services such as customized reporting, file management and expedited account conversion support. 2010 revenue and operating income for Financial Services was \$390.3 million and \$84.2 million, respectively. Financial Services revenue accounted for 28% of our total 2010 revenue.

Direct Checks. Direct Checks is the nation's leading direct-to-consumer check supplier and sells personal and business checks and check-related products and services. 2010 revenue and operating income for Direct Checks was \$215.7 million and \$59.9 million, respectively. Direct Checks revenue accounted for 15% of our total 2010 revenue.

Our common stock is publicly traded on the New York Stock Exchange under the symbol DLX.

Competitive strengths

We believe that we have the following competitive strengths:

Market leader. We are a leading printer of checks, as measured by total revenue and the number of checks produced, and a provider of printed products and services for small businesses, consumers and financial institutions. We have a strong, long-standing reputation for quality and service across our expansive customer base. Our customer base

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includes approximately four million small business customers, 6,200 financial institution clients and six million direct-to-consumer customers, which we believe represents the largest base in the direct-to consumer checks marketplace. We leverage our leadership position and our strong relationships to sell a range of other products and services to our three customer types: small businesses; financial institutions; and consumers. In addition to our product and service offerings, we believe that our portfolio of brands creates a competitive advantage in winning new customer accounts, as well as in retaining existing customers.

Diversified business with broad product and service offerings. We continue to diversify our business model through our three business segments. We use direct marketing, a North American sales force, financial institution and telecommunication client referrals, the internet and independent distributors and dealers to provide our customers a wide range of customized products and services. We produce personalized printed products, such as checks, forms, business cards, stationery, greeting cards and labels, as well as promotional products, marketing materials and retail packaging supplies. In addition, we offer a growing suite of business services, including web design and hosting, fraud protection, payroll, logo design, search engine marketing, business networking and other web-based services. In the financial services industry, we sell check programs and services which help financial institutions build lasting relationships with their clients, including fraud prevention, customer acquisition, regulatory and compliance, direct mail marketing analytics and profitability programs. We also sell personalized checks, accessories and other services directly to consumers. Over the past several years, we have increased our focus on growing non-check revenue. In 2010, our revenue from non-check products and services was 36%, as a percentage of consolidated revenue of \$1,402.2 million.

Proven ability to reduce costs. We have been pursuing cost reduction and business simplification initiatives, including: reducing shared services infrastructure costs, including information technology costs; streamlining our call center and fulfillment activities; eliminating system and work stream redundancies; reducing and repositioning advertising costs; and strengthening our ability to quickly develop new products and services and bring them to market. We have also been reducing stock-keeping units, standardizing products and services and improving the sourcing of third-party goods and services. Between 2007 and 2010, we closed eight manufacturing facilities and five customer call centers.

These and other actions since 2006 collectively reduced our annual cost structure by approximately \$325 million, net of required investments, by the end of 2010. Approximately \$65 million of this amount was newly generated during 2010, and all three of our business segments benefited from the cost reductions. Overall, approximately one-third of the savings affected cost of goods sold, with the remaining two-thirds impacting selling, general and administrative expense.

We identified additional opportunities to reduce costs and expect to realize additional cost reductions of approximately \$60 million in 2011. These savings are being generated primarily by our sales and marketing and fulfillment organizations.

Focus on technology-based services and solutions. We continue to invest in several key initiatives that will allow us to achieve our strategies and further position us as a provider of higher growth, technology-enabled solutions. Some of our key initiatives include continuing to improve our e-commerce capabilities, implementing a unified integrated platform for our various web-based offerings, improving our customer analytics, focusing on key customer segments and improving our merchandising. Additionally, our improved solutions leverage differentiated, technology-led check offers, driven by investments in automated flat delivery packaging, digital printing and on-line portals and dashboards.

Strong and consistent free cash flow generation. Improved operating results combined with modest capital expenditure requirements and efficient use of working capital have led to strong and consistent cash flow generation over the past several years. In addition, our broad financial institution customer base typically utilizes contracts which generally range in duration from three to six years, allowing us a more consistent revenue stream. Cash from continuing operations was \$213 million, \$206 million and \$198 million for 2010, 2009 and 2008, respectively. Capital expenditures for the same periods were \$44 million, \$44 million and \$32 million, respectively. We have demonstrated a consistent debt reduction strategy with a cumulative pay down of over \$400 million from the start of fiscal year 2006 through December 31, 2010, net of proceeds from debt issuance.

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Well positioned to grow. During the recent difficult economic environment, we accelerated many of our cost reduction actions and identified additional opportunities to improve our cost structure. In addition, we believe we took appropriate steps to position ourselves for sustainable growth as the economy recovers, including accelerating our brand awareness and positioning initiatives, investing in technology for new service offerings, enhancing our internet capabilities, improving customer segmentation and adding new small business customers to whom we believe we can cross sell other products and services. We invested in acquisitions that we believe will offer higher growth business services, extend our direct-to-consumer offerings, improve our operating cash flow and bring analytics-driven deposit acquisition marketing programs to our financial institution clients. We are focused on capitalizing on opportunities available to us in this difficult environment and believe that we will be well-positioned to continue delivering strong margins once the economy recovers.

Strong management team. Lee Schram, our Chief Executive Officer, and his experienced executive leadership team have been driving our transformation. Additionally, we have invested in our employment brand and created stronger technology and digital expertise by adding sales and technology leaders from our business services acquisitions plus several proven key leaders in e-commerce, search engine marketing and web-to-print.

Strategy

Our business strategy is focused on the following initiatives:

Small Business Services. Our focus within Small Business Services is to grow revenue and increase operating margin by continuing to implement the following strategies:

Acquire new customers by leveraging customer referrals that we receive from our Financial Services segment's financial institution clients and our telecommunications clients, as well as from other marketing initiatives, including internet and direct mail solicitations;

Expand sales of higher growth business services, including web design, hosting and other web services, fraud protection, payroll, logo design, search engine marketing and business networking, as well as expand sales in areas such as full color, web-to-print and imaging;

Increase our share of the amount that small businesses spend on the products and services in our portfolio through improved segmentation and analytics; and

Continue to optimize our cost and expense structure.

We expect higher growth business services will represent an increasing portion of our revenue going forward.

Financial Services. Our strategies within Financial Services are as follows:

Optimize core check revenue streams and acquire new clients;

Provide services and products that differentiate us from the competition by helping financial institutions acquire customers, improve profitability and manage regulatory compliance; and

Continue to optimize our cost and expense structure.

In our efforts to expand beyond check-related products, we have introduced several services and products that focus on customer loyalty and retention, regulatory program compliance and fraud prevention. Following are some examples:

Deluxe CallingSM an outbound calling program aimed at helping financial institutions generate new organic revenue growth and reduce account holder attrition.

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REALChecking™ program a system of deposit products, including reward checking programs, that drives non-interest income, attracts new account holders and increases retention for community financial institutions. We offer this suite of products to our clients through a partnership with BancVue, Ltd. that launched in early 2010.

Analytics driven marketing programs services that allow financial institutions to monitor customer profitability and better optimize pricing and customer acquisition strategies.

Marketing solutions a variety of strategic and tactical marketing solutions that help financial institutions acquire new customers, deepen existing customer relationships and retain customers.

Regulatory compliance services that assist financial institutions in complying with the current dynamic regulatory environment.

Deluxe ProventSM a comprehensive suite of identity protection services.

Direct Checks. Our strategies within Direct Checks are as follows:

Optimize cash flow;

Maximize the lifetime value of customers by selling new features, accessories and products; and

Continue to optimize our cost and expense structure.

We continue to actively market our products and services through targeted advertising, including a continued focus on e-commerce investment. Additionally, we continue to explore avenues to increase sales to existing customers. For example, we have had success with the EZShield™ product, a check protection service that provides reimbursement to consumers for losses resulting from forged signatures or endorsements and altered checks.

Industry overview

Checks. A Federal Reserve study released in December 2010 stated that approximately 27.5 billion checks were written in 2009. According to this study, checks are no longer the largest single non-cash payment method in the United States, having been overtaken by debit cards. Checks written accounted for approximately 25% of all non-cash payment transactions in 2009, which is a reduction from the Federal Reserve study released in December 2007 when checks accounted for approximately 35% of all non-cash payment transactions. The Federal Reserve estimates that checks written declined approximately 6.1% per year between 2006 and 2009. In addition, we believe that turmoil in the financial services industry has had a negative impact on our check volumes as some of our clients have experienced higher than normal customer attrition.

Although we remain one of the largest providers of checks in the United States, both in terms of revenue and the number of checks produced, we will continue to capitalize on our strong relationships with small businesses and financial institutions to further grow our revenue generated from non-check products and services. We believe this will help us to diversify our business and offset the gradual long-term decline in overall personal and business check usage. The percentage of consolidated revenue derived from non-check products and services was 36% in 2010.

Small business customers. The Small Business Administration's Office of Advocacy defines a small business as an independent business having fewer than 500 employees. In 2009, the most recent period for which information is available, it was estimated that there were approximately 27.5 million small businesses in the United States. This represented approximately 99.7% of all employer firms. According to the same survey, small businesses employ half of all private sector employees and generated 65% of net new jobs created over the past 17 years. According to the Small Business and Tourism Branch of Industry Canada, there are just over one million small businesses in Canada that have employees, and 98% of businesses in Canada have fewer than 100 employees.

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The small business market is impacted by general economic conditions and the rate of small business formations. The index of small business optimism published by the National Federation of Independent Business in December 2010 was slightly better than December 2009, but had not rebounded to 2007 levels, and according to estimates of the Small Business Administration's Office of Advocacy, the last year in which the number of small businesses increased was 2006. We believe the economy had a negative impact on our 2010 and 2009 results.

The business checks and forms portion of the markets serviced by Small Business Services has been declining, and we expect this trend to continue. In addition to the availability of alternative payment methods, continual technological improvements provide small business customers with alternative means to enact and record business transactions. For example, off-the-shelf business software applications, electronic transaction systems and mobile applications have been designed to replace pre-printed business forms products.

We are a Minnesota corporation. Our principal executive offices are located at 3680 Victoria Street North, Shoreview, Minnesota 55126-2966. Our telephone number at that address is (651) 483-7111. Our website is located at <http://www.deluxe.com>. Our website and the information contained on our website are not a part of this prospectus.

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The exchange offer

The offering of the old notes	We sold the old notes on March 15, 2011 to J.P. Morgan Securities LLC and certain other initial purchasers pursuant to a purchase agreement among us, the guarantors and J.P. Morgan Securities LLC, as representative of the initial purchasers, dated March 9, 2011. We refer to J.P. Morgan Securities LLC and the other initial purchasers as the initial purchasers. The initial purchasers subsequently resold the old notes: (i) to qualified institutional buyers under Rule 144A; or (ii) to persons outside the United States under Regulation S, each as promulgated under the Securities Act.
Registration rights agreement	In connection with the issuance of the old notes, we and the guarantors entered into a registration rights agreement with J.P. Morgan Securities LLC, on behalf of itself and the initial purchasers, which obligates us and the guarantors to file a registration statement with the SEC and to use our and their commercially reasonable efforts to commence and complete the exchange offer within 340 days after the issuance of the old notes. The exchange offer is intended to satisfy certain of our and the guarantors' obligations under the registration rights agreement. After the exchange offer is completed, you will no longer be entitled to any exchange or registration rights with respect to your old notes, except under certain limited circumstances pursuant to the registration rights agreement.
The exchange offer	We are offering to exchange the new notes, which have been registered under the Securities Act, for your old notes, which were issued on March 15, 2011 in the initial offering. In order to be exchanged, an old note must be validly tendered and accepted. All old notes that are validly tendered and not validly withdrawn by the expiration date of the exchange offer will be exchanged. We will issue new notes promptly after the expiration of the exchange offer.
Expiration date	The exchange offer will expire at 5:00 p.m., New York City time, on February 9, 2012, unless we decide to extend the expiration date.
Exchange agent	We have appointed U.S. Bank National Association as our exchange agent for the exchange offer. You can find the address and telephone number of the exchange agent under The exchange offer Exchange agent .
Conditions to the exchange offer	The exchange offer is subject to customary conditions, which we may, but are not required to, waive. Please see The exchange offer Conditions to the exchange offer for more information regarding the conditions to the exchange offer. We reserve the right, in our sole discretion, to waive any and all conditions to the exchange offer on or prior to the expiration date of the exchange offer.
Procedures for tendering old notes	Unless you comply with the procedures described below under The exchange offer Procedures for tendering old notes Guaranteed delivery , you must do one of the following on or prior to the expiration date of the exchange offer to participate in the exchange offer:

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tender your old notes by sending the certificates for your old notes, in proper form for transfer, a properly completed and duly executed letter of transmittal with the required signature guarantee and all other documents required by the letter of transmittal to U.S. Bank National Association, as exchange agent, at the address set forth in this prospectus, and such old notes must be received by the exchange agent prior to the expiration of the exchange offer; or

tender your old notes by using the book-entry transfer procedures described in The exchange offer Procedures for tendering old notes Book-entry delivery procedures and transmitting a properly completed and duly executed letter of transmittal with the required signature guarantee, or an agent's message instead of the letter of transmittal, to the exchange agent. In order for a book-entry transfer to constitute a valid tender of your old notes in the exchange offer, U.S. Bank National Association, as registrar and exchange agent, must receive a confirmation of book-entry transfer of your old notes into the exchange agent's account at The Depository Trust Company prior to the expiration of the exchange offer.

Guaranteed delivery procedures

If you are a registered holder of old notes and wish to tender your old notes in the exchange offer, but your old notes are not immediately available, time will not permit your old notes or other required documents to be received by the exchange agent before the expiration of the exchange offer or the procedures for book-entry transfer cannot be completed prior to the expiration of the exchange offer, then you may tender your old notes by following the procedures described below under The exchange offer Procedures for tendering old notes Guaranteed delivery.

Special procedures for beneficial owners

If you are a beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes in the exchange offer, you should promptly contact the person in whose name your old notes are registered and instruct that person to tender on your behalf the old notes prior to the expiration of the exchange offer.

If you wish to tender in the exchange offer on your own behalf, prior to completing and executing the letter of transmittal and delivering the certificates for your old notes, you must either make appropriate arrangements to register ownership of your old notes in your name or obtain a properly completed bond power from the person in whose name your old notes are registered.

Withdrawal; non-acceptance

You may withdraw any old notes tendered in the exchange offer at any time prior to 5:00 p.m., New York City time, on February 9, 2012 by sending the exchange agent written notice of withdrawal. Any old notes tendered on or prior to the expiration date of the exchange offer that are not validly withdrawn on or prior to the expiration date of the exchange offer may not be withdrawn. If we decide for any reason not to accept any old notes

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tendered by book-entry transfer into the exchange agent's account at The Depository Trust Company, any withdrawn or unaccepted old notes will be credited to the tendering holder's account at The Depository Trust Company. For further information regarding the withdrawal of tendered old notes, please see "The exchange offer" Withdrawal of tenders.

Resales of new notes

Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act so long as certain conditions are met. See "The exchange offer" Purpose and effects of the exchange offer, for more information regarding resales.

Consequences of not exchanging your old notes

If you do not exchange your old notes in the exchange offer, you will no longer be able to require us to register your old notes under the Securities Act pursuant to the registration rights agreement except in the limited circumstances provided under the registration rights agreement. In addition, you will not be able to resell, offer to resell or otherwise transfer your old notes unless we have registered the old notes under the Securities Act, or unless you resell, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, or as otherwise required under certain limited circumstances pursuant to the terms of the registration rights agreement, we do not currently anticipate that we will register the old notes under the Securities Act.

For more information regarding the consequences of not tendering your old notes, please see "The exchange offer" Consequences of failure to exchange.

U.S. federal income and estate tax considerations

The exchange of old notes for new notes in the exchange offer should not be a taxable exchange for U.S. federal income and estate tax purposes. Please see "Material U.S. federal income and estate tax considerations for non-U.S. holders" for more information.

Use of proceeds

The exchange offer is being made solely to satisfy certain of our and the guarantors' obligations under the registration rights agreement, and we will not receive any cash proceeds from the issuance of the new notes. See "Use of proceeds."

Fees and expenses

We will pay all of our expenses incident to the exchange offer.

Additional documentation; further information; assistance

Any questions or requests for assistance or additional documentation regarding the exchange offer may be directed to the exchange agent. Beneficial owners may also contact their custodian for assistance concerning the exchange offer.

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The terms of the new notes are identical in all material respects to the terms of the old notes, except that the transfer restrictions, registration rights and additional interest provisions relating to the old notes do not apply to the new notes. The new notes represent the same debt as the old notes for which they are being exchanged. Both the old notes and the new notes are governed by the same indenture. References to the notes in this prospectus include both the old notes and the new notes, unless otherwise specified or the context otherwise requires.

Issuer	Deluxe Corporation
Securities offered	\$200.0 million aggregate principal amount of 7.00% Senior Notes due 2019.
Maturity date	March 15, 2019.
Interest payment dates	March 15 and September 15.
Optional redemption	<p>The notes will be redeemable at our option, in whole or in part, at any time on or after March 15, 2015, at the redemption prices set forth in this prospectus, together with accrued and unpaid interest, if any, to the date of redemption.</p> <p>At any time prior to March 15, 2014, we may on any one or more occasions redeem up to 35% of the original principal amount of the notes with the proceeds of one or more equity offerings of our common shares at a redemption price of 107.00% of the principal amount of the notes, together with accrued and unpaid interest, if any, to the date of redemption, subject to certain limitations.</p> <p>At any time prior to March 15, 2015, we may also redeem some or all of the notes at a price equal to 100% of the principal amount of the notes plus accrued and unpaid interest plus a make-whole premium.</p>
Mandatory offers to purchase	<p>The occurrence of a change of control will be a triggering event requiring us to offer to purchase from you all or a portion of your notes at a price equal to 101% of their principal amount, together with accrued and unpaid interest, if any, to the date of purchase.</p> <p>Certain asset dispositions will be triggering events which may require us to use the proceeds from those asset dispositions to make an offer to purchase the notes at 100% of their principal amount, together with accrued and unpaid interest, if any, to the date of purchase if such proceeds are not otherwise used within 365 days to repay indebtedness (with a corresponding permanent reduction in commitment, if applicable) or to enter into an agreement to invest in capital assets or capital stock of a restricted subsidiary (as defined under the heading Description of notes).</p>
Guarantees	Our obligations under the notes are jointly and severally and fully and unconditionally guaranteed on a senior unsecured basis by all of our existing and future direct and indirect subsidiaries that guarantee any of our other indebtedness. Under certain circumstances, guarantors may be released from their guarantees without the consent of the holders of the notes. See Description of notes Note guarantees.

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For the 12 months ended December 31, 2010 and the nine months ended September 30, 2011, our non-guarantor subsidiaries:

represented 17.0% and 17.6% of our revenues, respectively; and
represented 4.8% and 10.0% of our operating income, respectively.

As of September 30, 2011, our non-guarantor subsidiaries:

represented 4.6% of our total assets; and
had \$49.4 million of total liabilities, including trade payables.

Amounts are presented after giving effect to intercompany eliminations.

Ranking

The notes:

are our senior unsecured obligations;
rank equally with all our existing and future senior unsecured debt;
are effectively subordinated to all our existing and future secured debt, to the extent of the collateral securing such debt;
are structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries that do not guarantee the notes; and
are senior to all of our existing and future unsecured senior subordinated or subordinated debt.

The guarantees:

are senior unsecured obligations of the guarantors;
rank equally with all existing and future senior unsecured debt of the guarantors;
are effectively subordinated to all existing and future secured debt of the guarantors, to the extent of the collateral securing such debt;
are structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries that do not guarantee the notes; and
are senior to all of existing and future unsecured senior subordinated or subordinated debt of the guarantors.

As of September 30, 2011:

our and the guarantors consolidated outstanding indebtedness was \$775.6 million, of which \$33.0 million was secured, and we had additional commitments of \$158.4 million available to us under our revolving credit facility (after giving effect to \$8.6 million of outstanding letters of credit);
we had \$742.6 million of senior unsecured indebtedness;
we had no unsecured senior subordinated or subordinated indebtedness; and
our subsidiaries that do not guarantee the notes had \$49.4 million of

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liabilities (excluding intercompany liabilities).

Covenants

The indenture governing the notes, among other things, limits our ability and the ability of our restricted subsidiaries to:

- incur, assume or guarantee additional indebtedness;
- issue redeemable stock and preferred stock;
- pay dividends or distributions or redeem or repurchase capital stock;
- prepay, redeem or repurchase debt that is junior in right of payment to the notes;
- make loans and investments;
- incur liens;
- restrict dividends, loans or asset transfers from our subsidiaries;
- sell or otherwise dispose of assets, including capital stock of subsidiaries;
- consolidate or merge with or into, or sell substantially all of our assets to, another person; and
- enter into transactions with affiliates.

These covenants are subject to a number of important exceptions and qualifications. In addition, if the notes receive an investment grade rating from at least two nationally recognized credit rating agencies, the covenants listed above will be replaced with less restrictive covenants. For more details, see Description of notes.

Absence of public market for the new notes

The new notes generally will be freely transferable but will also be a new issue of securities for which there is currently no established trading market. We do not intend to apply for a listing of the new notes on any securities exchange or an automated dealer quotation system. Accordingly, there can be no assurance as to the development or liquidity of any market for the new notes. The initial purchasers have advised us that they currently intend to make a market in the new notes. However, they are not obligated to do so, and any market making with respect to the new notes may be discontinued without notice.

Risk factors

You should carefully consider all of the information contained or incorporated by reference in this prospectus and, in particular, you should evaluate the specific factors under Risk factors beginning on page 14 and in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010, as well as any updates to the risk factors contained in any of our Quarterly Reports on Form 10-Q, all of which are incorporated herein by reference.

Table of Contents**Summary historical financial and other data**

Our summary historical financial data set forth below as of December 31, 2009 and 2010 and for the years ended December 31, 2008, 2009 and 2010 were derived from our audited consolidated financial statements included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference. Our summary historical financial data set forth below as of December 31, 2006, 2007 and 2008 and for the years ended December 31, 2006 and 2007 were derived from our audited consolidated financial statements not included or incorporated by reference in this prospectus. Such financial statements are included in our Annual Report on Form 10-K for the year ended December 31, 2007 or our Annual Report on Form 10-K for the year ended December 31, 2008 (other than per share data for the year ended December 31, 2007, which was restated in our Annual Report on Form 10-K for the year ended December 31, 2009, and per share data for the year ended December 31, 2006, which was restated but is not reflected in our audited consolidated financial statements filed with the SEC). See [Where you can find additional information.](#)

Our summary historical financial data set forth below as of September 30, 2011 and for the nine months ended September 30, 2010 and 2011 were derived from our unaudited consolidated financial statements for the quarterly period ended September 30, 2011 included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference. In the opinion of management, our unaudited condensed consolidated interim financial statements include all adjustments, consisting only of normal recurring items, except as noted elsewhere in the notes to the unaudited condensed consolidated interim financial statements, necessary for a fair statement of that information for such unaudited interim periods. The financial information presented for the interim periods has been prepared in a manner consistent with our accounting policies described in our audited consolidated financial statements for the year ended December 31, 2010 included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference, and should be read in conjunction therewith. Operating results for interim periods are not necessarily indicative of the results that may be expected for a full year period.

Acquisitions and certain other transactions during the periods presented have resulted in a lack of comparability to other periods. Our summary historical financial data should be read in conjunction with the section entitled [Capitalization](#) and management's discussion and analysis of financial condition and results of operations, our unaudited condensed consolidated interim financial statements and the related notes and our audited consolidated financial statements and the related notes incorporated herein by reference.

Statement of income data:

(Dollars in thousands, except earnings per share)	2006	Fiscal years ended December 31,				Nine months ended	
		2007	2008	2009	2010	2010	2011
						(unaudited)	
Revenue	\$ 1,619,337	\$ 1,588,885	\$ 1,468,662	\$ 1,344,195	\$ 1,402,237	\$ 1,050,749	\$ 1,051,170
Cost of goods sold	599,980	574,604	566,513	504,782	488,419	361,736	363,487
Gross profit	1,019,357	1,014,281	902,149	839,413	913,818	689,013	687,683
Selling, general and administrative expense	770,218	743,449	670,991	616,496	624,303	466,319	480,868
Restructuring and asset impairment charges and net gain on sale of facilities and product line	50,595	928	21,924	32,328	7,971	2,011	9,839
Operating income	198,544	269,904	209,234	190,589	281,544	220,683	197,086
Gain (loss) on early debt extinguishment				9,834			(6,995)
Interest expense	(56,661)	(55,294)	(50,421)	(46,280)	(44,165)	(33,250)	(35,922)
Other income (expense)	905	5,405	1,363	878	(1,430)	(1,017)	(216)
Income tax provision	41,950	74,898	54,304	55,656	82,554	67,846	49,189
Income from continuing operations	100,838	145,117	105,872	99,365	153,395	118,570	104,764
Net income (loss) from discontinued operations	116	(1,602)	(4,238)		(771)	(771)	
Net income	\$ 100,954	\$ 143,515	\$ 101,634	\$ 99,365	\$ 152,624	\$ 117,799	\$ 104,764

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Basic earnings (loss) per share:

Income from continuing operations	\$	1.96	\$	2.79	\$	2.06	\$	1.94	\$	2.98	\$	2.31	\$	2.04
Loss from discontinued operations				(0.03)		(0.08)				(0.02)		(0.02)		
Basic earnings per share		1.96		2.76		1.97		1.94		2.97		2.29		2.04

Diluted earnings per share:

Table of Contents**Statement of income data:**

(Dollars in thousands, except earnings per share)	Fiscal years ended December 31,					Nine months ended	
	2006	2007	2008	2009	2010	September 30, 2010	September 30, 2011
						(unaudited)	
Income from continuing operations	\$ 1.95	\$ 2.78	\$ 2.05	\$ 1.94	\$ 2.97	\$ 2.30	\$ 2.02
Loss from discontinued operations		(0.03)	(0.08)		(0.01)	(0.01)	
Diluted earnings per share	1.95	2.75	1.97	1.94	2.96	2.28	2.02
Cash dividends per share	1.30	1.00	1.00	1.00	1.00	0.75	0.75

Balance sheet data:

(Dollars in thousands)	As of December 31,					As of
	2006	2007	2008	2009	2010	September 30, 2011
						(unaudited)
Cash and cash equivalents	\$ 11,599	\$ 21,615	\$ 15,590	\$ 12,789	\$ 17,383	\$ 23,021
Total assets	1,267,132	1,210,755	1,218,985	1,211,210	1,308,691	1,387,387
Total current liabilities	664,503	297,588	283,637	243,048	211,512	242,561
Long-term debt	576,590	775,086	773,896	742,753	748,122	742,592
Shareholders' (deficit) equity	(65,673)	41,107	53,066	117,210	226,198	283,371

Cash flow data:

(Dollars in thousands)	Fiscal years ended December 31,					Nine months ended	
	2006	2007	2008	2009	2010	September 30, 2010	September 30, 2011
						(unaudited)	
Net cash provided by operating activities of continuing operations	\$ 238,895	\$ 245,075	\$ 198,487	\$ 206,438	\$ 212,615	\$ 170,484	\$ 171,247
Net cash used by investing activities of continuing operations	(32,884)	(10,929)	(135,773)	(81,788)	(136,170)	(124,365)	(120,546)
Net cash used by financing activities of continuing operations	(204,587)	(224,890)	(67,681)	(128,545)	(72,541)	(38,067)	(43,964)

Financial and other data:

(In thousands, except revenue per order and ratio of earnings to fixed charges)	Fiscal years ended December 31,					Nine months ended	
	2006	2007	2008	2009	2010	2010	2011
						(unaudited)	
Orders	64,670	64,753	62,823	59,174	56,736	42,549	40,843

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Revenue per order	\$ 25.04	\$ 24.54	\$ 23.38	\$ 22.72	\$ 24.72	\$ 24.69	\$ 25.74
Ratio of earnings to fixed charges	3.4x	4.8x	4.0x	4.2x	6.0x	6.2x	5.0x

Table of Contents**Risk factors**

Before participating in the exchange offer, you should carefully consider the various risks of an investment in the new notes, including those described below and those described under Risk Factors in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010, as well as any updates to the risk factors contained in any of our Quarterly Reports on Form 10-Q, all of which are incorporated by reference into this prospectus, together with all of the other information included in, or incorporated by reference into, this prospectus. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. Additional risks not presently known to us, or that we currently deem immaterial, may also impair our business, financial condition or results of operations. These risks also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See Forward-looking statements.

Risks relating to the notes

Our level of indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry or prevent us from meeting our obligations under the notes.

As of September 30, 2011, our total indebtedness was \$775.6 million as shown on the following chart:

(In millions)	
Revolving credit facility	\$ 33.0
5.00% Senior Notes due 2012	85.9
5.125% Senior Notes due 2014	256.7
7.375% Senior Notes due 2015	200.0
7.00% Senior Notes due 2019	200.0
 Total	 \$ 775.6

Our level of indebtedness could have important consequences for you, including the following:

it may limit our ability to obtain additional debt or equity financing for working capital, capital expenditures, product development, debt service requirements, acquisitions or general corporate or other purposes;

a substantial portion of our cash flows from operations will be dedicated to the payment of principal and interest on our indebtedness and will not be available for other purposes, including our operations, capital expenditures and future business opportunities;

the debt service requirements of our other indebtedness could make it more difficult for us to satisfy our financial obligations, including those related to the notes;

certain of our borrowings, including borrowings under our revolving credit facility, are at variable rates of interest, exposing us to the risk of increased interest rates;

it may limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors that have less debt;

it may increase our cost of borrowing; and

we may be vulnerable to a downturn in general economic conditions or in our business, or we may be unable to carry out capital spending that is important to our growth.

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We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations, including the notes, depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets or operations, seek additional capital or restructure or refinance our indebtedness, including the notes. We cannot assure you that we would be able to take any of these actions, that these actions would be successful and permit us to meet our scheduled debt service obligations or that these actions would be permitted under the terms of our existing or future debt agreements, including our revolving credit facility, the indentures that govern our 5.00% Senior Notes due 2012, our 5.125% Senior Notes due 2014 and our 7.375% Senior Notes due 2015, or the existing notes, or the indenture that governs the notes. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our revolving credit facility, the indenture that governs our 7.375% Senior Notes due 2015 and the indenture that governs the notes, restrict our ability to dispose of our assets and to use the proceeds from any such disposition. We may not be able to consummate such dispositions or to obtain the realized proceeds of such dispositions, or such proceeds may not be adequate to meet any debt service obligations then due. See Description of other indebtedness and Description of notes.

If we cannot make scheduled payments on our debt, we will be in default and, as a result:

our debt holders could declare all outstanding principal and interest to be due and payable;

the lenders under our revolving credit facility could terminate their commitments to lend us money and could foreclose against the assets securing their borrowings; and

we could be forced into bankruptcy or liquidation, which could result in you losing your investment in the notes.

Despite current indebtedness levels, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of our revolving credit facility, the indentures that govern the existing notes and the indenture that governs the notes do not fully prohibit us or our subsidiaries from doing so. As of September 30, 2011, letters of credit outstanding under our revolving credit facility were \$8.6 million and net available borrowings under our revolving credit facility were \$158.4 million. If we incur any additional indebtedness that ranks equally with the notes, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us. This may have the effect of reducing the amount of proceeds paid to you. If new debt is added to our current debt levels, the related risks that we and our subsidiaries now face could intensify. See Description of other indebtedness and Description of notes.

Restrictive covenants in our revolving credit facility, the indentures that govern the existing notes and the indenture that governs the notes may adversely affect our operations.

Our revolving credit facility, the indentures that govern the existing notes and the indenture that governs the notes contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interests. The agreements governing our indebtedness include covenants restricting our (and certain of our subsidiaries) ability to, among other things:

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incur, assume or guarantee additional indebtedness;

issue redeemable stock and preferred stock;

pay dividends or distributions or redeem or repurchase our capital stock;

prepay, redeem or repurchase debt that is junior in right of payment of the notes;

make loans, investments and advances;

incur liens;

restrict dividends, loans or asset transfers from our subsidiaries;

sell or otherwise dispose of assets, including capital stock of our subsidiaries;

enter into sale and leaseback transactions;

enter into swap agreements;

make capital expenditures;

consolidate or merge with or into, or sell substantially all of our assets to, another person; and

enter into transactions with affiliates.

In addition, under our revolving credit facility we are required to maintain certain leverage and interest coverage ratios. From and after June 30, 2012, our revolving credit facility also requires us to maintain a certain liquidity level. Our ability to meet these ratios and this level can be affected by events beyond our control, and we cannot assure you that we will meet them.

As a result of the above, we may be:

limited in how we grow or restructure our business;

unable to raise additional debt or equity financing to operate during general economic or business downturns;

unable to compete effectively or take advantage of new business opportunities; or

unable to execute our business strategy.

In addition, a breach of any of the above covenants could result in a default under one or more of the agreements governing our indebtedness, including as a result of a cross default provision. Upon the occurrence of an event of default under our revolving credit facility, the lenders could elect to declare all amounts outstanding under our revolving credit facility to be immediately due and payable and terminate all commitments to extend further credit. If we were unable to repay those amounts, the lenders under our revolving credit facility could proceed against the collateral granted to them to secure that indebtedness. We and the guarantors under our revolving credit facility have pledged substantially all of our and their personal property, excluding certain assets, as collateral for our obligations under our revolving credit facility. If the lenders under our revolving credit facility accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay our revolving credit facility and our other indebtedness, including the notes, or borrow sufficient funds to refinance such indebtedness. Even if we are able to obtain new financing, it may not be on commercially reasonable terms, or terms that are acceptable to us. See Description of other indebtedness.

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Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Certain of our borrowings, primarily borrowings under our revolving credit facility, are, and are expected to continue to be, at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease. Assuming our revolving credit facility is fully drawn, each quarter point change in interest rates would result in a \$500,000 change in annual interest expense on our then existing revolving credit facility.

Your right to receive payments on the notes is effectively junior to the right of lenders who have a security interest in our or the guarantors assets, to the extent of the value of those assets.

Our obligations under the notes and the guarantors' obligations under their guarantees of the notes are unsecured, but our obligations under our revolving credit facility and each guarantor's obligations under its guarantee of our revolving credit facility are secured by a security interest in substantially all of our and their personal property, excluding certain assets. If we are declared bankrupt or insolvent, or if we default under our revolving credit facility, the lenders under our revolving credit facility could declare all of the funds borrowed thereunder, together with accrued interest, immediately due and payable. If we were unable to repay such indebtedness, the lenders could foreclose on the pledged assets to the exclusion of holders of the notes, even if an event of default exists under the indenture governing the notes at such time. In any such event, because the notes are not secured by any of our or the guarantors' assets, it is possible that there would be no assets remaining from which your claims could be satisfied or, if any assets remained, they might be insufficient to satisfy your claims in full. See Description of other indebtedness.

As of September 30, 2011, we had \$33.0 million of senior secured indebtedness under our revolving credit facility and \$158.4 million of availability under our revolving credit facility, which, if borrowed, would constitute senior secured indebtedness. The indenture governing the notes permits us, subject to some limitations, to incur additional secured debt without equally and ratably securing the notes.

Claims of holders of the notes will be structurally subordinated to claims of creditors of our existing and future subsidiaries that are not, or do not become, guarantors of the notes.

Claims of holders of the notes will be structurally subordinated to the claims of creditors of our subsidiaries that do not guarantee the notes, including trade creditors. All obligations of these subsidiaries will have to be satisfied before any of the assets of such subsidiaries will be available for distribution, upon a liquidation or otherwise, to us or our creditors, including the holders of the notes. The indenture that governs the notes permits these subsidiaries, subject to some limitations, to incur additional indebtedness and does not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by these subsidiaries.

Our non-guarantor subsidiaries accounted for \$238.9 million, or 17.0%, of our revenues and \$6.6 million, or 4.3%, of our net income for the year ended December 31, 2010, accounted for \$185.0 million, or 17.6%, of our revenues and \$15.3 million, or 14.6%, of our net income for the nine months ended September 30, 2011 and accounted for \$63.2 million, or 4.6%, of our total assets and \$49.4 million, or 4.5%, of our total liabilities as of September 30, 2011. Amounts are presented after giving effect to intercompany eliminations.

In addition, a subsidiary that provides a guarantee of the notes will be automatically released from its guarantee upon the occurrence of certain events, including the following:

the designation of that subsidiary as an unrestricted subsidiary;

the release or discharge of any guarantee or indebtedness that resulted in the creation of the guarantee of the notes by that subsidiary;
or

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the sale or other disposition, including the sale of all or substantially all of the assets, of that subsidiary.

If the guarantee of any subsidiary is released, no holder of notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holder of the notes. See [Description of notes](#) [Note guarantees](#).

We are a holding company and may not have access to sufficient cash to make payments on the notes.

We are a holding company with no direct operations. Our principal assets are the equity interests we hold in our operating subsidiaries. As a result, we are dependent upon dividends and other payments from our subsidiaries to generate the funds necessary to meet our outstanding debt service and other obligations. Our subsidiaries are separate and distinct legal entities and, unless they are guarantors of the notes, will have no obligation, contingent or otherwise, to pay amounts due under the notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. In addition, our subsidiaries may not generate sufficient cash from operations to enable us to make principal and interest payments on our indebtedness, including the notes, and any payment of dividends, distributions, loans or advances to us by our subsidiaries could be subject to restrictions on dividends or repatriation of earnings under applicable local law and monetary transfer restrictions in the jurisdictions in which our subsidiaries operate. Although the indenture that governs our 7.375% Senior Notes due 2015 and the indenture that governs the notes limit the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

If we default on our obligations to pay our indebtedness we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under our revolving credit facility that is not waived by the required lenders or a default under any of the indentures that govern the existing notes, and the remedies sought by the holders of such indebtedness, could make us unable to pay principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including covenants in our revolving credit facility and our indentures), we could be in default under the terms of the agreements governing such indebtedness, including our revolving credit facility and our indentures. In the event of such default:

the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest;

the lenders under our revolving credit facility could elect to terminate their commitments thereunder and cease making further loans and institute foreclosure proceedings against our assets; and

we could be forced into bankruptcy or liquidation.

If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our revolving credit facility to avoid being in default. If we breach our covenants under our revolving credit facility and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our revolving credit facility, the lenders could exercise their rights as described above and we could be forced into bankruptcy or liquidation. See [Description of other indebtedness](#) and [Description of notes](#).

We may not be able to repurchase the notes upon a change of control.

Upon the occurrence of specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of their principal amount, plus accrued and unpaid interest. The source of funds for any

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such repurchase of the notes will be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a change of control because we may not have sufficient financial resources to repurchase all of the notes that are tendered upon a change of control and repay our other indebtedness that could become due upon a change of control. We may require additional financing from third parties to fund any such repurchases, and we may be unable to obtain such financing on satisfactory terms or at all. Further, we may be contractually restricted under the terms of our then-outstanding indebtedness from repurchasing all of the notes that are tendered upon a change of control. Accordingly, we may not be able to satisfy our obligations to repurchase your notes unless we are able to refinance or obtain waivers of any such restrictions. Our failure to repurchase the notes upon a change of control would cause a default under the indenture that governs the notes and a cross-default under our revolving credit facility. Our revolving credit facility also provides that a change of control (as defined therein) will be a default that permits lenders to accelerate the maturity of borrowings thereunder, thereby limiting our ability to raise cash to purchase the notes and reducing the practical benefit of the offer-to-purchase provisions to the holders of the notes. Any of our future debt agreements may contain similar provisions.

The change of control provisions in the indenture that governs the notes may not protect you from certain important corporate events.

The change of control provisions in the indenture that governs the notes may not protect you from certain important corporate events, such as a leveraged recapitalization (which would increase the level of our indebtedness), reorganization, restructuring, merger or other similar transaction. Such a transaction may not involve a change in voting power or beneficial ownership or, even if it does, may not involve a change that would trigger our obligation to repurchase the notes. If such an event occurs, we will not be required to make an offer to repurchase the notes and you may be required to continue to hold your notes despite such event. See Description of other indebtedness and Description of notes Change of control.

Holders of the notes may not be able to determine when a change of control giving rise to their right to have their notes repurchased has occurred following a sale of substantially all of our assets.

The definition of change of control in the indenture that governs the notes includes a phrase relating to the sale of all or substantially all of our assets. There is no precise established definition of the phrase substantially all under applicable law. Accordingly, your ability to require us to repurchase your notes as a result of a sale of less than all of our assets to another person may be uncertain.

Federal and state fraudulent transfer and conveyance laws may permit a court to void the notes and the related guarantees, subordinate claims in respect of the notes and the related guarantees and require holders of the notes to return payments received and, if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees of the notes. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or guarantees could be voided as a fraudulent transfer or conveyance if (1) we or any of the guarantors, as applicable, issued the notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (2) only, one of the following is also true at the time thereof:

we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;

the issuance of the notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital to carry on the business;

we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or such guarantor's ability to pay such debts as they mature; or

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we or any of the guarantors was a defendant in an action for money damages, or had a judgment for money damages docketed against us or such guarantor, if, in either case, after final judgment, the judgment is unsatisfied.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent that the guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes.

We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the notes or the incurrence of the guarantees would not be further subordinated to our or any of our guarantors' other debt. Generally, however, an entity would be considered insolvent if, at the time it incurred indebtedness:

the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

If a court were to find that the issuance of the notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of ours or of the relevant guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of such debt.

Although each guarantee entered into by a subsidiary contains a provision intended to limit that guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer or conveyance, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer or conveyance law or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless. In addition, a recent judicial decision has called into question the enforcement of such provisions.

Finally, as a court of equity, a bankruptcy court may subordinate the claims in respect of the notes to other claims against us under the principle of equitable subordination if such court determines that (1) the holders of the notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of the notes and (3) equitable subordination is not inconsistent with the provisions of the bankruptcy code.

Your ability to transfer the new notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the new notes.

The new notes are a new issue of securities for which there is no established public market. We do not intend to have the new notes listed on a national securities exchange or to arrange for their quotation on any automated dealer quotation systems. The initial purchasers have advised us that they intend to make a market in the new notes as permitted by applicable laws and regulations; however, the initial purchasers are not obligated to make a market in the new notes and, if commenced, they may discontinue their market making activities at any time without notice. In addition, such market making activities may be limited while the effectiveness of a shelf registration statement is pending. Therefore, we cannot assure you as to the development or liquidity of any trading market for the new notes. The liquidity of any market for the new notes will depend on a number of factors, including, without limitation:

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the number of holders of the new notes;

our operating performance and financial condition;

the market for similar securities;

the interest of securities dealers in making a market in the new notes; and

prevailing interest rates.

The market price for the new notes may be volatile.

Historically, the market for non-investment grade debt has been subject to severe disruptions that have caused substantial volatility in the prices of securities similar to the notes. We cannot assure you that the market, if any, for the new notes will be free from similar disruptions or that any such disruptions may not adversely affect the liquidity in that market or the prices at which you may sell your new notes. In addition, subsequent to their issuance, the new notes may trade at a discount, depending upon prevailing interest rates, our operating performance and financial condition, the market for similar securities and other factors. Therefore, we cannot assure you that you will be able to sell your new notes at a particular time or that the price that you receive when you sell will be favorable.

A lowering or withdrawal of the credit ratings assigned to our debt securities by credit rating agencies may reduce the market value of the notes, increase our future borrowing costs and reduce our access to capital.

Our debt securities currently have non-investment grade credit ratings, and any credit rating assigned to our debt securities could be lowered or withdrawn entirely by a credit rating agency if, in that credit rating agency's judgment, future circumstances relating to the basis of such credit rating, such as adverse changes, so warrant. Consequently, real or anticipated changes in the credit ratings of our debt securities will generally affect the market value of the notes. Credit ratings are not recommendations to purchase, hold or sell the notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes.

Any future lowering of the credit ratings assigned to our debt securities would likely make it more difficult or expensive for us to obtain additional debt financing. If any credit rating assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

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Use of proceeds

The exchange offer is intended to satisfy certain of our and the guarantors' obligations under the registration rights agreement. We will not receive any cash proceeds from the issuance of the new notes and have agreed to pay the expenses of the exchange offer, other than certain taxes. In consideration for issuing the new notes as contemplated in this prospectus, we will receive in exchange old notes in a like principal amount. The form and terms of the new notes are identical in all material respects to the form and terms of the old notes, except as otherwise described herein under "The exchange offer" and "Terms of the exchange offer." The old notes surrendered in exchange for the new notes will be retired and cancelled and will not be reissued. Accordingly, the issuance of the new notes will not result in any change in our outstanding indebtedness.

Table of Contents**Capitalization**

The following table sets forth our capitalization as of September 30, 2011. You should read the following table in conjunction with the sections of this prospectus entitled "Selected historical financial data" and "Description of other indebtedness" and management's discussion and analysis of financial condition and results of operations, our unaudited condensed consolidated interim financial statements and the related notes and our audited consolidated financial statements and the related notes incorporated herein by reference.

(Dollars in thousands)	As of September 30, 2011
Cash and cash equivalents	\$ 23,021
Debt:	
Amount drawn on revolving credit facility ⁽¹⁾	33,000
5.00% Senior Notes due 2012	85,897 ⁽²⁾
5.125% Senior Notes due 2014	256,695 ⁽³⁾
7.375% Senior Notes due 2015	200,000
7.00% Senior Notes due 2019	200,000
Total debt	\$ 775,592
Total shareholders' equity	283,371
Total capitalization	\$ 1,058,963

- (1) Consists of a \$200.0 million secured revolving credit facility expiring March 2013. The revolving credit facility provides for revolving credit loans, swing line loans of up to an aggregate amount of \$15.0 million and letters of credit of up to an aggregate amount of \$20.0 million. See "Description of other indebtedness - Revolving credit facility." As of September 30, 2011, letters of credit outstanding under our revolving credit facility were \$8.6 million and net available borrowings under our revolving credit facility were \$158.4 million.
- (2) Net of discount, including cumulative increase in fair value of hedged debt in the amount of \$1,114,000.
- (3) Net of discount, including cumulative increase in fair value of hedged debt in the amount of \$3,366,000.

Table of Contents**Selected historical financial data**

Our selected historical financial data set forth below as of December 31, 2009 and 2010 and for the years ended December 31, 2008, 2009 and 2010 were derived from our audited consolidated financial statements included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference. Our selected historical financial data set forth below as of December 31, 2006, 2007 and 2008 and for the years ended December 31, 2006 and 2007 were derived from our audited consolidated financial statements not included or incorporated by reference in this prospectus. Such financial statements are included in our Annual Report on Form 10-K for the year ended December 31, 2007 or our Annual Report on Form 10-K for the year ended December 31, 2008 (other than per share data for the year ended December 31, 2007, which was restated in our Annual Report on Form 10-K for the year ended December 31, 2009, and per share data for the year ended December 31, 2006, which was restated but is not reflected in our audited consolidated financial statements filed with the SEC). See [Where you can find additional information.](#)

Our selected historical financial data set forth below as of September 30, 2011 and for the nine months ended September 30, 2010 and 2011 were derived from our unaudited consolidated financial statements for the quarterly period ended September 30, 2011 included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference. In the opinion of management, our unaudited condensed consolidated interim financial statements include all adjustments, consisting only of normal recurring items, except as noted elsewhere in the notes to the unaudited condensed consolidated interim financial statements, necessary for a fair statement of that information for such unaudited interim periods. The financial information presented for the interim periods has been prepared in a manner consistent with our accounting policies described in our audited consolidated financial statements for the year ended December 31, 2010 included in our Current Report on Form 8-K, filed with the SEC on November 22, 2011, which is incorporated herein by reference, and should be read in conjunction therewith. Operating results for interim periods are not necessarily indicative of the results that may be expected for a full year period.

Acquisitions and certain other transactions during the periods presented have resulted in a lack of comparability to other periods. Our selected historical financial data should be read in conjunction with the section entitled [Capitalization](#) and management's discussion and analysis of financial condition and results of operations, our unaudited condensed consolidated interim financial statements and the related notes and our audited consolidated financial statements and the related notes incorporated herein by reference.

Statement of income data:

(Dollars in thousands, except earnings per share)	2006	Fiscal years ended December 31,				Nine months ended	
		2007	2008	2009	2010	2010	2011
						(unaudited)	
Revenue	\$ 1,619,337	\$ 1,588,885	\$ 1,468,662	\$ 1,344,195	\$ 1,402,237	\$ 1,050,749	\$ 1,051,170
Cost of goods sold	599,980	574,604	566,513	504,782	488,419	361,736	363,487
Gross profit	1,019,357	1,014,281	902,149	839,413	913,818	689,013	687,683
Selling, general and administrative expense	770,218	743,449	670,991	616,496	624,303	466,319	480,868
Restructuring and asset impairment charges and net gain on sale of facilities and product line	50,595	928	21,924	32,328	7,971	2,011	9,839
Operating income	198,544	269,904	209,234	190,589	281,544	220,683	197,086
Gain (loss) on early debt extinguishment				9,834			(6,995)
Interest expense	(56,661)	(55,294)	(50,421)	(46,280)	(44,165)	(33,250)	(35,922)
Other income (expense)	905	5,405	1,363	878	(1,430)	(1,017)	(216)
Income tax provision	41,950	74,898	54,304	55,656	82,554	67,846	49,189
Income from continuing operations	100,838	145,117	105,872	99,365	153,395	118,570	104,764
Net income (loss) from discontinued operations	116	(1,602)	(4,238)		(771)	(771)	
Net income	\$ 100,954	\$ 143,515	\$ 101,634	\$ 99,365	\$ 152,624	\$ 117,799	\$ 104,764

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Basic earnings (loss) per share:

Income from continuing operations	\$	1.96	\$	2.79	\$	2.06	\$	1.94	\$	2.98	\$	2.31	\$	2.04
Loss from discontinued operations				(0.03)		(0.08)				(0.02)		(0.02)		
Basic earnings per share		1.96		2.76		1.97		1.94		2.97		2.29		2.04

Diluted earnings per share:

Table of Contents**Statement of income data:**

(Dollars in thousands, except earnings per share)	Fiscal years ended December 31,					Nine months ended	
	2006	2007	2008	2009	2010	September 30, 2010	September 30, 2011
						(unaudited)	
Income from continuing operations	\$ 1.95	\$ 2.78	\$ 2.05	\$ 1.94	\$ 2.97	\$ 2.30	\$ 2.02
Loss from discontinued operations		(0.03)	(0.08)		(0.01)	(0.01)	
Diluted earnings per share	1.95	2.75	1.97	1.94	2.96	2.28	2.02
Cash dividends per share	1.30	1.00	1.00	1.00	1.00	0.75	0.75

Balance sheet data:

(Dollars in thousands)	2006	2007	As of December 31,			As of	
			2008	2009	2010	September 30, 2011	
						(unaudited)	
Cash and cash equivalents	\$ 11,599	\$ 21,615	\$ 15,590	\$ 12,789	\$ 17,383	\$ 23,021	
Total assets	1,267,132	1,210,755	1,218,985	1,211,210	1,308,691	1,387,387	
Total current liabilities	664,503	297,588	283,637	243,048	211,512	242,561	
Long-term debt	576,590	775,086	773,896	742,753	748,122	742,592	
Shareholders' (deficit) equity	(65,673)	41,107	53,066	117,210	226,198	283,371	

Cash flow data:

(Dollars in thousands)	2006	Fiscal years ended December 31,				Nine months ended	
		2007	2008	2009	2010	September 30, 2010	September 30, 2011
						(unaudited)	
Net cash provided by operating activities of continuing operations	\$ 238,895	\$ 245,075	\$ 198,487	\$ 206,438	\$ 212,615	\$ 170,484	\$ 171,247
Net cash used by investing activities of continuing operations	(32,884)	(10,929)	(135,773)	(81,788)	(136,170)	(124,365)	(120,546)
Net cash used by financing activities of continuing operations	(204,587)	(224,890)	(67,681)	(128,545)	(72,541)	(38,067)	(43,964)

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The exchange offer

This section of the prospectus describes the exchange offer. Although we believe that the description describes the material terms of the exchange offer, this summary may not contain all of the information that is important to you. You should carefully read this entire document, including the information incorporated by reference herein, for a complete understanding of the exchange offer.

Purpose and effects of the exchange offer

On March 15, 2011, or the issue date, we sold \$200.0 million aggregate principal amount of our 7.00% Senior Notes due 2019 in a private placement. On or after the issue date, the old notes were resold to qualified institutional buyers as defined in and in compliance with Rule 144A under the Securities Act and outside the United States in compliance with Regulation S under the Securities Act.

Also on March 15, 2011, we, the guarantors and J.P. Morgan Securities LLC, on behalf of itself and the other initial purchasers, entered into a registration rights agreement pursuant to which we and the guarantors agreed that we and they would file a registration statement with the SEC relating to an offer to exchange the old notes for SEC-registered notes with terms identical to the old notes (except that the new notes will not be subject to restrictions on transfer or to any increase in annual interest rate applicable to the old notes). The exchange offer will remain open for at least 20 business days after the date we mail notice of the exchange offer to noteholders. We and the guarantors will use our and their commercially reasonable efforts to complete the exchange offer within 340 days after the old notes were issued. If the exchange offer is not completed on or prior to the date that is 340 days after the old notes were issued, the annual interest rate borne by the old notes may be increased.

The term holder with respect to the exchange offer means any person in whose name old notes are registered on our books or the books of The Depository Trust Company, or DTC, or any other person who has obtained a properly completed certificate of transfer from the registered holder, or any person whose old notes are held of record by DTC who desires to deliver such old notes by book-entry transfer at DTC.

We have not requested, and do not intend to request, an interpretation by the staff of the SEC with respect to whether the new notes issued in the exchange offer in exchange for the old notes may be offered for resale, resold or otherwise transferred by any holder without compliance with the registration and prospectus delivery provisions of the Securities Act. Based on interpretations by the staff of the SEC set forth in no-action letters issued to third parties, we believe the new notes issued in exchange for old notes may be offered for resale, resold and otherwise transferred by any holder without compliance with the registration and prospectus delivery provisions of the Securities Act *provided that*:

you are not a broker-dealer that purchased old notes directly from us for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act;

you are not our affiliate ; and

you acquire the new notes in the ordinary course of your business and that you have no arrangement or understanding with any person to participate in the distribution of the new notes.

Any holder that tenders in the exchange offer with the intention to participate, or for the purpose of participating, in a distribution of the new notes or that is our affiliate may not rely upon such interpretations by the staff of the SEC and, in the absence of an exemption, must comply with the registration and prospectus delivery provisions of the Securities Act in connection with any secondary resale transaction. Any holder that fails to comply with such requirements may incur liabilities under the Securities Act for which the holder will not be indemnified by us. Each broker-dealer (other than an affiliate of ours) that receives new notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of new notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. We

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have agreed that, for a period of 180 days following the completion of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See Plan of distribution.

We are not making the exchange offer to, nor will we accept surrenders for exchange from, holders of old notes in any jurisdiction in which the exchange offer or its acceptance would not comply with applicable securities or blue sky laws.

By tendering in the exchange offer, you will represent to us that, among other things:

you are acquiring the new notes in the exchange offer in the ordinary course of your business, whether or not you are a holder;

you are transferring good and marketable title to the old notes free and clear of all liens, security interests, charges or encumbrances or rights of parties other than you;

you do not have an arrangement or understanding with any person to participate in the distribution of the new notes;

you are not a broker-dealer, or if you are a broker-dealer, you will comply with the registration and prospectus delivery provisions of the Securities Act to the extent applicable; and

you are not our affiliate within the meaning of Rule 405 under the Securities Act or, if you are our affiliate, you will comply with the registration and prospectus delivery provisions of the Securities Act to the extent applicable.

Following the completion of the exchange offer, the holders of notes will not have any further registration rights (except in the limited circumstances provided under the registration rights agreement), and the old notes will continue to be subject to certain restrictions on transfer. See Consequences of failure to exchange. Accordingly, the liquidity of the market for the old notes could be adversely affected.

Participation in the exchange offer is voluntary and you should carefully consider whether to accept. We urge you to consult your financial and tax advisors in making your own decision on whether to participate in the exchange offer.

Consequences of failure to exchange

The old notes that are not exchanged for new notes in the exchange offer will remain restricted securities within the meaning of Rule 144(a)(3) of the Securities Act and subject to restrictions on transfer. Accordingly, such old notes may not be offered, sold, pledged or otherwise transferred except:

- (1) to us or any of our subsidiaries, upon redemption thereof or otherwise;
- (2) so long as the old notes are eligible for resale pursuant to Rule 144A under the Securities Act, to a person whom the seller reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act, purchasing for its own account or for the account of another qualified institutional buyer to whom notice is given that the resale, pledge or other transfer is being made in reliance on Rule 144A under the Securities Act ;
- (3) in an offshore transaction in accordance with Regulation S under the Securities Act;
- (4) to an institutional accredited investor (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that is not a qualified institutional buyer and that is purchasing old notes for its own account or for the account of another institutional accredited investor, in each case in a minimum principal amount of old notes of \$250,000;

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(5) in reliance on another exemption from the registration requirements of the Securities Act; or

(6) pursuant to an effective registration statement under the Securities Act.

In all of the situations discussed above, the resale must be in accordance with the Securities Act and any other applicable securities laws. In the case of (3), (4) and (5) above, we or the trustee under the indenture that governs the old notes may require the delivery of an opinion of counsel, a certification or other information satisfactory to us or such trustee.

To the extent old notes are tendered and accepted in the exchange offer, the principal amount of outstanding old notes will decrease. Accordingly, the liquidity of the market for the old notes could be adversely affected.

Terms of the exchange offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all old notes validly tendered and not validly withdrawn on or prior to the expiration date of the exchange offer. We will issue new notes in exchange for the same principal amount of old notes accepted in the exchange offer. The new notes will accrue interest on the same terms as the old notes; however, holders of the old notes accepted for exchange will not receive accrued interest thereon at the time of exchange; rather, all accrued interest on the old notes will become obligations under the new notes. Holders may tender some or all of their old notes pursuant to the exchange offer. However, old notes may be tendered only in principal amounts equal to \$2,000 and integral multiples of \$1,000 in excess thereof.

The form and terms of the new notes are the same as the form and terms of the old notes, except that the new notes will have been registered under the Securities Act and will not bear legends restricting their transfer pursuant to the Securities Act, and, except in the limited circumstances provided under the registration rights agreement, holders of the new notes will not be entitled to the rights of holders of old notes under the registration rights agreement.

The new notes will evidence the same debt as the old notes that they replace, and will be issued under, and be entitled to the benefits of, the indenture which governs all of the notes, including the payment of principal and interest.

We are sending this prospectus and the letter of transmittal to all registered holders of outstanding old notes. Only a registered holder of old notes or such holder's legal representative or attorney-in-fact as reflected on the records of the trustee under the indenture that governs the notes may participate in the exchange offer. There will be no fixed record date for determining holders of the old notes entitled to participate in the exchange offer.

Holders of the old notes do not have any appraisal or dissenter's rights under Minnesota law or the indenture that governs the notes in connection with the exchange offer. We intend to conduct the exchange offer in accordance with the requirements of the Exchange Act and the SEC's rules and regulations thereunder.

We will be deemed to have accepted validly tendered old notes when, as and if we have given oral or written notice thereof to the exchange agent. The exchange agent will act as agent for the tendering holders of the old notes for the purposes of receiving the new notes. The new notes delivered in the exchange offer will be issued on the earliest practicable date following our acceptance for exchange of old notes.

If any tendered old notes are not accepted for exchange because of an invalid tender, our withdrawal of the tender offer, the occurrence of certain other events set forth herein or otherwise, certificates for any such unaccepted old notes will be returned, without expense, to the tendering holder, unless otherwise provided in the letter of transmittal, as promptly as practicable after the expiration date of the exchange offer or our withdrawal of the exchange offer, as applicable. Any acceptance, waiver of default or rejection of a tender of notes shall be at our sole discretion and shall be conclusive, final and binding.

Holders that tender old notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of the old notes in

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the exchange offer. We will pay all charges and expenses, other than certain taxes, in connection with the exchange offer. See Fees and expenses.

Expiration date; extensions; amendments

The term expiration date with respect to the exchange offer means 5:00 p.m., New York City time, on February 9, 2012 unless we, in our sole discretion, extend the exchange offer, in which case the term expiration date shall mean the latest date and time to which the exchange offer is extended.

If we extend the exchange offer, we will notify the exchange agent of any extension by oral or written notice and will make a public announcement thereof, each prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

We reserve the right, in our sole discretion, to extend the exchange offer; if any of the conditions set forth below under Conditions to the exchange offer have not been satisfied, to terminate the exchange offer; or to amend the terms of the exchange offer in any manner. We may effect any such extension, termination or amendment by giving oral or written notice thereof to the exchange agent.

Except as specified in the second paragraph under this heading, we will make a public announcement of any such extension, termination or amendment as promptly as practicable. If we amend the exchange offer in a manner determined by us to constitute a material change, we will promptly disclose such amendment in a prospectus supplement that will be distributed to the registered holders of the old notes. The exchange offer will then be extended for a period of five to ten business days, as required by law, depending upon the significance of the amendment and the manner of disclosure to the registered holders.

We will make a timely release of a public announcement of any extension, termination or amendment to the exchange offer to an appropriate news agency.

Procedures for tendering old notes

Tenders of old notes. The tender by a holder of old notes pursuant to any of the procedures set forth below will constitute the tendering holder's acceptance of the terms and conditions of the exchange offer. Our acceptance for exchange of old notes tendered pursuant to any of the procedures described below will constitute a binding agreement between such tendering holder and us in accordance with the terms and subject to the conditions of the exchange offer. Only holders are authorized to tender their old notes. The procedures by which old notes may be tendered by beneficial owners that are not holders will depend upon the manner in which the old notes are held.

DTC has authorized DTC participants that are beneficial owners of old notes through DTC to tender their old notes as if they were holders. To effect a tender, DTC participants should either (1) complete and sign the letter of transmittal or a facsimile thereof, have the signature thereon guaranteed if required by Instruction 1 of the letter of transmittal and mail or deliver the letter of transmittal or such facsimile pursuant to the procedures for book-entry transfer set forth below under Book-entry delivery procedures or (2) transmit their acceptance to DTC through the DTC Automated Tender Offer Program, or ATOP, for which the exchange offer will be eligible, and follow the procedures for book-entry transfer, set forth below under Book-entry delivery procedures.

Tender of old notes held in physical form. To tender old notes held in physical form in the exchange offer:

the exchange agent must receive, at one of the addresses set forth in this prospectus, a properly completed letter of transmittal applicable to such old notes (or a facsimile thereof) duly executed by the tendering holder and any other documents the letter of transmittal requires, and tendered old notes must be received by the exchange agent at such address (or delivery effected through the deposit of old notes into the exchange agent's account with DTC and making book-entry delivery as set forth below) on or prior to the expiration date of the exchange offer; or

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the tendering holder must comply with the guaranteed delivery procedures set forth below on or prior to the expiration date. Letters of transmittal and old notes should be sent only to the exchange agent and should not be sent to us.

Tender of old notes held through a custodian. To tender old notes that a custodian bank, depository, broker, trust company or other nominee holds of record, the beneficial owner thereof must instruct such holder to tender the old notes on the beneficial owner's behalf. A letter of instructions from the record owner to the beneficial owner may be included in the materials provided along with this prospectus, which the beneficial owner may use to instruct the registered holder of such beneficial owner's old notes to effect the tender.

Tender of old notes held through DTC. To tender old notes that are held through DTC, DTC participants on or prior to the expiration date of the exchange offer should either:

properly complete and duly execute the letter of transmittal (or a facsimile thereof) and any other documents required by the letter of transmittal, and mail or deliver the letter of transmittal or such facsimile pursuant to the procedures for book-entry transfer set forth below; or

transmit their acceptance through ATOP, for which the exchange offer will be eligible, and DTC will then edit and verify the acceptance and send an Agent's Message to the exchange agent for its acceptance.

The term Agent's Message means a message transmitted by DTC to, and received by, the exchange agent, and forming a part of the Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from a participant in DTC tendering the old notes and that such participant has received the letter of transmittal, agrees to be bound by the terms of the letter of transmittal and we may enforce such agreement against such participant.

Tendered old notes held through DTC must be delivered to the exchange agent pursuant to the book-entry delivery procedures set forth below or the tendering DTC participant must comply with the guaranteed delivery procedures set forth below.

The method of delivery of old notes and letters of transmittal, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance or Agent's Message transmitted through ATOP, is at the election and risk of the person tendering old notes and delivering letters of transmittal. If you use ATOP to tender, you must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC on the expiration date of the exchange offer. Except as otherwise provided in the letter of transmittal, tender and delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, it is suggested that the holder use properly insured, registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the expiration date of the exchange offer to permit delivery to the exchange agent prior to such date.

Except as provided below, unless the old notes being tendered are deposited with the exchange agent on or prior to the expiration date of the exchange offer (accompanied by a properly completed and duly executed letter of transmittal or a properly transmitted Agent's Message), we may, at our option, reject such tender. Exchange of new notes for old notes will be made only against deposit of the tendered old notes and delivery of all other required documents.

Book-entry delivery procedures. The exchange agent will establish accounts with respect to the old notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus, and any financial institution that is a participant in DTC may make book-entry delivery of the old notes by causing DTC to transfer such old notes into the exchange agent's account in accordance with DTC's procedures for such transfer. However, although delivery of old notes may be effected through book-entry at DTC, the letter of transmittal (or facsimile thereof), with any required signature guarantees or an Agent's Message in connection with a book-entry transfer, and any other required documents, must, in any case, be transmitted to and received by the exchange agent at one or

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more of its addresses set forth in this prospectus on or prior to the expiration date of the exchange offer, or compliance must be made with the guaranteed delivery procedures described below. Delivery of documents to DTC does not constitute delivery to the exchange agent. The confirmation of a book-entry transfer into the exchange agent's account at DTC as described above is referred to as a Book-Entry Confirmation.

Signature guarantees. Signatures on all letters of transmittal must be guaranteed by a recognized member of the Medallion Signature Guarantee Program or by any other eligible guarantor institution, as that term is defined in Rule 17Ad-15 under the Exchange Act, either of which we refer to as an Eligible Institution, unless the old notes tendered thereby are tendered (1) by a registered holder of old notes (or by a participant in DTC whose name appears on a DTC security position listing as the owner of such old notes) that has not completed either the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal or (2) for the account of an Eligible Institution. See Instruction 1 of the letter of transmittal. In addition, if the old notes are registered in the name of a person other than the signer of the letter of transmittal or if old notes not accepted for exchange or not tendered are to be returned to a person other than the registered holder, then the signature on the letter of transmittal accompanying the tendered old notes must be guaranteed by an Eligible Institution as described above. See Instructions 1 and 5 of the letter of transmittal.

Guaranteed delivery. If you wish to tender your old notes but they are not immediately available or if you cannot deliver your old notes, the letter of transmittal and any other required documents to the exchange agent or comply with the applicable procedures under ATOP prior to the expiration date of the exchange offer, you may tender if:

the tender is made by or through an Eligible Institution;

on or prior to the expiration date of the exchange offer, the exchange agent receives from that Eligible Institution either a properly completed and duly executed notice of guaranteed delivery by facsimile transmission, mail, courier or overnight delivery or a properly transmitted Agent's Message relating to a notice of guaranteed delivery:

stating your name and address, the certificate number or numbers of your old notes and the principal amount of old notes tendered;

stating that the tender is being made thereby; and

guaranteeing that, within three business days after the expiration date of the exchange offer, the letter of transmittal or a facsimile thereof or an Agent's Message in lieu thereof, together with the old notes or a Book-Entry Confirmation, and any other documents required by the letter of transmittal, will be deposited by the Eligible Institution with the exchange agent; and

the exchange agent receives such properly completed and executed letter of transmittal or facsimile or Agent's Message, as well as all tendered old notes in proper form for transfer or a Book-Entry Confirmation, and all other documents required by the letter of transmittal, within three business days after the expiration date of the exchange offer.

Upon request to the exchange agent, the exchange agent will send a notice of guaranteed delivery to you if you wish to tender your old notes according to the guaranteed delivery procedures described above.

Determination of validity. All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered old notes will be determined by us in our sole discretion, which determination will be conclusive, final and binding. Alternative, conditional or contingent tenders of old notes will not be considered valid and may not be accepted. We reserve the absolute right to reject any and all old notes not properly tendered or any old notes our acceptance of which, in the opinion of our counsel, would be unlawful.

We also reserve the right to waive any defects, irregularities or conditions of tender as to particular old notes. The interpretation of the terms and conditions of the exchange offer (including the instructions in the letter of transmittal)

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by us will be conclusive, final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes must be cured within such time as we shall determine.

Although we intend to notify holders of defects or irregularities with respect to tenders of old notes through the exchange agent, neither we, the guarantors, the exchange agent nor any other person is under any duty to give such notification, nor shall we or they incur any liability for failure to give such notification. Tendere of old notes will not be deemed to have been made until such defects or irregularities have been cured or waived.

Any old notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived, or if old notes are submitted in a principal amount greater than the principal amount of old notes being tendered by a tendering holder, such unaccepted or non-exchanged old notes will either be:

returned by the exchange agent to the tendering holder; or

in the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry delivery procedures described above, credited to an account maintained with DTC.

Withdrawal of tenders

Except as otherwise provided herein, tenders of old notes in the exchange offer may be withdrawn at any time on or prior to the expiration date of the exchange offer. To be effective, a written or facsimile transmission notice of withdrawal must be received by the exchange agent at one of its addresses set forth in this prospectus on or prior to the expiration date of the exchange offer. Any such notice of withdrawal must:

specify the name of the person having deposited the old notes to be withdrawn;

identify the old notes to be withdrawn, including the certificate number or numbers of the particular certificate or certificates evidencing the old notes (unless such old notes were tendered by book-entry transfer), and aggregate principal amount of such old notes; and

be signed by the holder in the same manner as the original signature on the letter of transmittal (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the trustee under the indenture that governs the old notes register the transfer of the old notes into the name of the person withdrawing such old notes.

If old notes have been delivered pursuant to the procedures for book-entry transfer set forth in Procedures for tendering old notes Book-entry delivery procedures, any notice of withdrawal must specify the name and number of the account at DTC to be credited with such withdrawn old notes and must otherwise comply with DTC procedures.

If the old notes to be withdrawn have been delivered or otherwise identified to the exchange agent, a signed notice of withdrawal meeting the requirements discussed above is effective immediately upon written or facsimile notice of withdrawal even if physical release is not yet effected. A withdrawal of tendered old notes can only be accomplished in accordance with these procedures.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal will be determined by us in our sole discretion, which determination shall be conclusive, final and binding on all parties. No withdrawal of tendered old notes will be deemed to have been properly made until all defects or irregularities have been cured or expressly waived. Neither we, the guarantors, the exchange agent nor any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal, nor shall we or they incur any liability for failure to give any such notification. Any old notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no new notes will be issued with respect thereto unless the old notes so withdrawn are retendered on or prior to the expiration date of the exchange offer. Properly withdrawn

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old notes may be retendered by following one of the procedures described above under Procedures for tendering old notes at any time on or prior to the expiration date of the exchange offer.

Any old notes which have been tendered but which are not accepted for exchange due to the rejection of the tender due to uncured defects or the prior termination of the exchange offer, or which have been validly withdrawn, will be returned to the holder thereof, unless otherwise provided in the letter of transmittal, as promptly as practicable following the expiration date of the exchange offer or the termination of the exchange offer, as applicable, or, if so requested in a notice of withdrawal, promptly after receipt by us of the notice of withdrawal without cost to such holder.

Conditions to the exchange offer

The exchange offer is not subject to any conditions, other than that:

the exchange offer, or the making of any exchange by a holder, does not violate applicable law or any applicable interpretation of the staff of the SEC;

there shall not have been instituted, threatened or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the exchange offer, that would or might, in our sole judgment, prohibit, prevent, restrict or delay completion of the exchange offer;

no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our sole judgment, would or might prohibit, prevent, restrict or delay completion of the exchange offer, or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of us, our subsidiaries or our affiliates;

there shall not have occurred or be likely to occur any event affecting the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of us, our subsidiaries or our affiliates that, in our sole judgment, would or might prohibit, prevent, restrict or delay completion of the exchange offer;

the trustee under the indenture that governs the notes shall not have objected in any respect to or taken any action that could, in our sole judgment, adversely affect the completion of the exchange offer, or shall have taken any action that challenges the validity or effectiveness of the procedures used by us in soliciting or the making of the exchange offer; or

there shall not have occurred (a) any general suspension of, or limitation on prices for, trading in the United States securities or financial markets, (b) a material impairment in the trading market for debt securities, (c) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (d) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in our sole judgment, might affect the extension of credit by banks or other lending institutions, (e) an outbreak or escalation of hostilities or acts of terrorism involving the United States or a declaration of a national emergency or war by the United States or any other calamity or crisis or any other change in political, financial or economic conditions, if the effect of any such event, in our sole judgment, makes it impractical or inadvisable to proceed with the exchange offer or (f) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

If we determine in our reasonable discretion that any of the conditions to the exchange offer are not satisfied, we may:

refuse to accept any old notes and return all tendered old notes to the tendering holders;

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terminate the exchange offer;

extend the exchange offer and retain all tendered old notes, subject, however, to the rights of holders to withdraw such tendered old notes; or

waive such unsatisfied conditions with respect to the exchange offer and accept all validly tendered old notes that have not been validly withdrawn. If such waiver constitutes a material change to the exchange offer, we will promptly disclose such waiver by means of a prospectus supplement that will be distributed to the registered holders of the old notes, and will extend the exchange offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the exchange offer would otherwise expire during such five to ten business day period.

Exchange agent

U.S. Bank National Association, the trustee under the indenture that governs the notes, has been appointed as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery and other documents to the exchange agent addressed as follows:

By Regular, Registered or Certified Mail or Overnight or Hand Delivery:

U.S. Bank National Association

60 Livingston Avenue

St. Paul, Minnesota 55107

Attention: Specialized Finance

By Facsimile Transmission (Eligible Institutions Only): (651) 495-8158, Attention: Specialized Finance

To Confirm by Telephone: (800) 934-6802

Fees and expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail by the exchange agent; however, additional solicitations may be made by telegraph, telecopy, telephone or in person by our or our affiliates' officers and regular employees.

No dealer manager has been retained in connection with the exchange offer and no payments will be made to brokers, dealers or others soliciting acceptance of the exchange offer. However, reasonable and customary fees will be paid to the exchange agent for its services and it will be reimbursed for its reasonable out-of-pocket expenses.

Our out-of-pocket expenses for the exchange offer will include fees and expenses of the exchange agent and the trustee under the indenture that governs the notes, accounting and legal fees and printing costs, among others.

Transfer taxes

We will pay all transfer taxes, if any, applicable to the exchange of the old notes pursuant to the exchange offer. If, however, a transfer tax is imposed for any reason other than the exchange of the old notes pursuant to the exchange offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such tax or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer tax will be billed directly to such tendering holder.

Table of Contents**Description of other indebtedness****Revolving credit facility**

We are a party to a \$200.0 million secured revolving credit facility with the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Fifth Third Bank, as syndication agent, and U.S. Bank National Association and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as co-documentation agents. Our revolving credit facility provides for revolving credit loans, swing line loans of up to an aggregate amount of \$15.0 million and letters of credit of up to an aggregate amount of \$20.0 million. Our revolving credit facility will expire on March 12, 2013. As of September 30, 2011, we had approximately \$33.0 million of loans outstanding under our revolving credit facility and net available borrowings under our revolving credit facility were approximately \$158.4 million.

Interest rate and fees

Amounts drawn under our revolving credit facility bear interest at a rate equal to, at our option, either (a)(1) LIBOR divided by (2) one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors of the U.S. Federal Reserve System to which JPMorgan Chase Bank, N.A. is subject for eurocurrency funding, or the Adjusted LIBO Rate, plus a margin of between 2.50% and 3.25% (depending on our leverage ratio), or (b) an alternate base rate determined by reference to the higher of (1) JPMorgan Chase Bank, N.A.'s prime rate, (2) the federal funds effective rate plus 0.50% and (3) the Adjusted LIBO Rate plus 1.0%, plus a margin of between 1.50% and 2.25% (depending on our leverage ratio). As of September 30, 2011, the applicable margin for borrowings under our revolving credit facility was 2.75% with respect to Adjusted LIBO Rate borrowings and 1.75% with respect to alternate base rate borrowings.

In addition to paying interest on outstanding principal under our revolving credit facility, we are required to pay a commitment fee of between 0.40% and 0.50% (depending on our leverage ratio) in respect of unutilized commitments thereunder.

Mandatory prepayment

If at any time the aggregate amount of outstanding revolving credit loans, swing line loans, unreimbursed letter of credit drawings and undrawn letters of credit under our revolving credit facility exceeds the commitment amount, we are required to repay outstanding loans and replace or cash collateralize letters of credit in an aggregate amount equal to such excess, with no reduction of the commitment amount.

Optional prepayment

We may ratably prepay our borrowings under our revolving credit facility at any time, in whole or in part, in minimum amounts of \$1,000,000 (and multiples of \$1,000,000 in excess thereof), without penalty or premium other than customary breakage costs with respect to Adjusted LIBO Rate borrowings. However, if we fail to make prepayments as elected, our failure to pay will be considered an event of default.

Guarantees and security

All obligations under our revolving credit facility are unconditionally guaranteed by our existing and future material subsidiaries, other than certain of our foreign subsidiaries.

We and the guarantors under our revolving credit facility have pledged substantially all of our and their personal property, excluding certain assets, as collateral for our obligations under our revolving credit facility.

Covenants

Our revolving credit facility contains a number of customary negative covenants that, among other things and subject to certain exceptions, restrict our ability and the ability of our subsidiaries to:

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incur, assume or guarantee additional indebtedness;

pay dividends or distributions or redeem or repurchase our capital stock;

prepay, redeem, repurchase, amend or modify debt that is junior in right of payment to debt outstanding under our revolving credit facility;

make loans, advances and investments, including acquisitions;

incur liens;

enter into agreements that restrict the ability to grant liens or to obtain dividends, payments or loans from our subsidiaries;

sell or otherwise dispose of assets, including capital stock of our subsidiaries;

enter into sale and leaseback transactions;

enter into swap agreements;

make capital expenditures;

consolidate or merge with or into, or sell substantially all of our assets to, another person; and

enter into transactions with affiliates.

Our revolving credit facility also contains certain customary affirmative covenants. In addition, our revolving credit facility requires us to maintain certain leverage and interest coverage ratios and, from and after June 30, 2012, our revolving credit facility will also require us to maintain a certain liquidity level.

Events of default

Our revolving credit facility contains customary events of default, including, without limitation, payment defaults, covenant defaults, breach of representations and warranties, cross defaults to certain other material indebtedness, certain events of bankruptcy, insolvency or reorganization, judgment defaults in excess of specified amounts, certain events under the U.S. Employee Retirement Income Security Act of 1974, as amended, the occurrence of a change of control and the failure of any material provision of any guarantee or security document to be in full force and effect.

2015 notes

We have outstanding \$200.0 million aggregate principal amount of our 7.375% Senior Notes due 2015, or the 2015 notes, that were issued on May 14, 2007 pursuant to an indenture, dated as of May 14, 2007, as supplemented by a first supplemental indenture, dated as of March 12, 2010, and a second supplemental indenture, dated as of September 9, 2010, between us, the guarantors of the 2015 notes, or the 2015 note guarantors, and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as

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trustee. The 2015 notes bear interest at 7.375% per annum with interest payment dates on June 1 and December 1 of each year. The 2015 notes will mature on June 1, 2015.

Guarantees

The 2015 notes are jointly and severally and fully and unconditionally guaranteed, on a senior unsecured basis, by all of our direct and indirect subsidiaries that guarantee any of our other indebtedness.

Table of Contents***Ranking***

The 2015 notes are our and the 2015 note guarantors' senior unsecured obligations and rank equally in right of payment with all of our and the 2015 note guarantors' existing and future senior unsecured debt; rank senior to all of our and the 2015 note guarantors' existing and future unsecured senior subordinated and subordinated debt; and are effectively subordinated to all of our and the 2015 note guarantors' existing and future secured debt, to the extent of the collateral securing such debt. The 2015 notes are also structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries that are not 2015 note guarantors.

Mandatory redemption and sinking fund

We are not required to make mandatory redemption payments or sinking fund payments with respect to the 2015 notes. However, under certain circumstances in the event of an asset sale or as described under "Change of control" below, we may be required to offer to purchase the 2015 notes.

Optional redemption

The 2015 notes are redeemable at our option at the following redemption prices (expressed as percentages of principal amount of the 2015 notes to be redeemed), plus accrued and unpaid interest thereon to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period beginning on June 1 of the years indicated below:

Year	Percentage
2011	103.688%
2012	101.844%
2013 and thereafter	100.000%

Change of control

If we experience a change of control (as defined in the indenture that governs the 2015 notes), we will be required to make an offer to repurchase the 2015 notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of repurchase.

Restrictive covenants

Subject to certain exceptions, the indenture that governs the 2015 notes currently restricts our (and certain of our subsidiaries') ability to, among other things:

incur, assume or guarantee additional indebtedness;

issue redeemable stock and preferred stock;

pay dividends or distributions or redeem or repurchase capital stock;

prepay, redeem or repurchase debt that is junior in right of payment of the 2015 notes;

make loans and investments;

incur liens;

restrict dividends, loans or asset transfers from our subsidiaries;

sell or otherwise dispose of assets, including capital stock of subsidiaries; and

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enter into transactions with affiliates.

However, following the first day that (1) the 2015 notes have an investment grade rating from at least two nationally recognized credit rating agencies and (2) no default has occurred and is continuing under the indenture that governs the 2015 notes, the above restrictions (other than certain restrictions relating to certain of our subsidiaries' ability to guarantee indebtedness) will be suspended. Thereafter, if at any time the 2015 notes' credit rating is downgraded from an investment grade rating by two or more nationally recognized credit rating agencies, the suspended restrictions will be reinstated until the 2015 notes once again obtain an investment grade rating from two or more nationally recognized credit rating agencies.

During any period when the 2015 notes have an investment grade rating from at least two nationally recognized credit rating agencies, the indenture that governs the 2015 notes will (1) restrict our (and certain of our subsidiaries') ability to issue, assume or guarantee any indebtedness secured by a lien on certain of our manufacturing plants, or upon any shares of capital stock or indebtedness of certain of our subsidiaries, without effectively providing that all of the 2015 notes are secured equally and ratably and (2) prohibits us (and certain of our subsidiaries) from entering into any sale and leaseback transaction with a term of more than three years with respect to certain of our manufacturing plants, *provided* that we (and certain of our subsidiaries) may, however, without securing the 2015 notes, issue or assume secured debt or enter into a sale and leaseback transaction as long as the aggregate amount of secured debt and the attributable debt from sale and leaseback transactions together do not exceed 10% of our consolidated total assets.

In addition, the indenture that governs the 2015 notes will generally permit a consolidation or merger between us and another corporation, as well as the sale or transfer by us of all or substantially all of our property and assets. These transactions will be permitted if, among other things, the acquiring entity is organized under the laws of any domestic jurisdiction and assumes, by supplemental indenture, all of our responsibilities and liabilities under the indenture that governs the 2015 notes; immediately after the transaction, no event of default exists or will exist under the indenture that governs the 2015 notes; each guarantor of the 2015 notes confirms, by supplemental indenture, that its guarantee will apply to the acquiring entity's responsibilities and liabilities under the indenture that governs the 2015 notes; and we have delivered to the trustee under the indenture that governs the 2015 notes an officers' certificate and an opinion of counsel representing that the transaction and the related supplemental indenture comply with the indenture that governs the 2015 notes.

Events of default

The indenture that governs the 2015 notes contains customary events of default including, without limitation, payment defaults, covenant defaults, cross defaults to other indebtedness in excess of specified amounts, certain events of bankruptcy, insolvency or reorganization, judgment defaults in excess of specified amounts and the failure of any guarantee by a significant party to be in full force and effect.

2014 notes

We have outstanding \$253.5 million aggregate principal amount of our 5.125% Senior Notes due 2014, series B, or the 2014 notes, that were issued on October 1, 2004 pursuant to an indenture, dated as of April 30, 2003, between us and Wells Fargo Bank, N.A., as trustee. The 2014 notes bear interest at 5.125% per annum with interest payment dates on April 1 and October 1 of each year. The 2014 notes will mature on October 1, 2014.

Ranking

The 2014 notes are our senior unsecured obligations and rank equally in right of payment with all of our existing and future senior unsecured debt; rank senior to all of our existing and future unsecured senior subordinated and subordinated debt; and are effectively subordinated to all of our existing and future secured debt, to the extent of the collateral securing such debt. The 2014 notes are also structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries.

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Redemption and sinking fund

The 2014 notes may be redeemed, in whole or in part, from time to time at our option, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2014 notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2014 notes to be redeemed discounted to the date of redemption on a semiannual basis at the adjusted treasury rate (as such term is defined in the indenture that governs the 2014 notes) plus 20 basis points.

There is no sinking fund with respect to the 2014 notes.

Restrictive covenants

Subject to certain exceptions, the indenture that governs the 2014 notes restricts our (and certain of our subsidiaries) ability to issue, assume or guarantee any indebtedness secured by a lien on certain of our manufacturing plants, or upon any shares of capital stock or indebtedness of certain of our subsidiaries, without effectively providing that all of the 2014 notes are secured equally and ratably. Subject to certain exceptions, the indenture that governs the 2014 notes prohibits us (and certain of our subsidiaries) from entering into any sale and leaseback transaction with a term of more than three years with respect to certain of our manufacturing plants.

We (and certain of our subsidiaries) may, however, without securing the 2014 notes, issue or assume secured debt or enter into a sale and leaseback transaction as long as the aggregate amount of secured debt and the attributable debt from sale and leaseback transactions together do not exceed 10% of our consolidated total assets.

Consolidation, merger or sale

The indenture that governs the 2014 notes generally permits a consolidation or merger between us and another corporation, partnership or trust organization, as well as the sale or transfer by us of all or substantially all of our property and assets. These transactions are permitted if, among other things, the acquiring entity is organized under the laws of any domestic jurisdiction and assumes, by supplemental indenture, all of our responsibilities and liabilities under the indenture that governs the 2014 notes; immediately after the transaction, no event of default exists or will exist under the indenture that governs the 2014 notes; and we have delivered to the trustee under the indenture that governs the 2014 notes an officers certificate and an opinion of counsel representing that the transaction and the related supplemental indenture comply with the indenture that governs the 2014 notes.

Events of default

The indenture that governs the 2014 notes contains customary events of default including, without limitation, payment defaults, covenant defaults and certain events of bankruptcy, insolvency or reorganization.

2012 notes

We have outstanding \$84.8 million aggregate principal amount of our 5.00% Senior Notes due 2012, or the 2012 notes, that were issued on December 4, 2002 pursuant to an indenture, dated as of October 27, 1995, as supplemented by a first supplemental indenture, dated as of December 4, 2002, between us and Wells Fargo Bank Minnesota, N.A., as trustee. The 2012 notes bear interest at 5.00% per annum with interest payment dates on June 15 and December 15 of each year. The 2012 notes will mature on December 15, 2012.

Ranking

The 2012 notes are our senior unsecured obligations and rank equally in right of payment with all of our existing and future senior unsecured debt; rank senior to all of our existing and future unsecured senior subordinated and subordinated debt; and are effectively subordinated to all of our existing and future secured debt, to the extent of the collateral securing such debt. The 2012 notes are also structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries.

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Redemption and sinking fund

The 2012 notes may be redeemed, in whole or in part, from time to time at our option, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2012 notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2012 notes to be redeemed discounted to the date of redemption on a semiannual basis at the adjusted treasury rate (as such term is defined in the indenture that governs the 2012 notes) plus 20 basis points.

There is no sinking fund with respect to the 2012 notes.

Consolidation, merger or sale

The indenture that governs the 2012 notes generally permits a consolidation or merger between us and another corporation, partnership or trust organization, as well as the sale or transfer by us of all or substantially all of our property and assets. These transactions are permitted if, among other things, the acquiring entity is organized under the laws of any domestic jurisdiction and assumes, by supplemental indenture, all of our responsibilities and liabilities under the indenture that governs the 2012 notes; immediately after the transaction, no event of default exists or will exist under the indenture that governs the 2012 notes; and we have delivered to the trustee under the indenture that governs the 2012 notes an officers certificate and an opinion of counsel representing that the transaction and the related supplemental indenture comply with the indenture that governs the 2012 notes.

Events of default

The indenture that governs the 2012 notes contains customary events of default including, without limitation, payment defaults, covenant defaults and certain events of bankruptcy, insolvency or reorganization.

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Description of notes

We have issued the old notes and will issue the new notes described in this prospectus (collectively, the Notes) under an Indenture, dated as of March 15, 2011 (the Indenture), among us, the Subsidiary Guarantors and U.S. Bank National Association, as trustee (the Trustee). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the Trust Indenture Act). The Indenture is unlimited in aggregate principal amount. We may issue an unlimited principal amount of additional notes having identical terms and conditions as the Notes other than the issue date, the issue price and the first interest payment date (the Additional Notes). We will only be permitted to issue such Additional Notes if at the time of such issuance, we were in compliance with the covenants contained in the Indenture. Any Additional Notes will be part of the same issue as the Notes, will be treated as a single class for all purposes under the Indenture, including without limitation, waivers, amendments, redemptions and offers to purchase, and will vote on all matters with the Notes.

This description of notes is intended to be a useful overview of the material provisions of the Notes and the Indenture. Since this description of notes is only a summary, you should refer to the Indenture for a complete description of the obligations of the Company, the Subsidiary Guarantors and your rights. The Company will make a copy of the Indenture available to the holders and to prospective investors upon request.

You will find the definitions of capitalized terms used in this description under the heading Certain definitions. For purposes of this description, references to the Company, we, our and us refer only to Deluxe Corporation and not to its subsidiaries. Certain defined terms used in this description but not defined herein have the meanings assigned to them in the Indenture.

General

The Notes

The Notes:

are general unsecured, senior obligations of the Company;

are limited to an aggregate principal amount of \$200.0 million, subject to our ability to issue Additional Notes;

mature on March 15, 2019;

are unconditionally Guaranteed on a senior basis by each Restricted Subsidiary that Guarantees Indebtedness of the Company or any Subsidiary Guarantor; under certain circumstances, Subsidiary Guarantors may be released from their Guarantees without the consent of the holders of the Notes. See Note guarantees ;

are issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;

are represented by one or more registered Notes in global form, but in certain circumstances may be represented by Notes in definitive form;

rank equally in right of payment with any existing and future senior Indebtedness of the Company, without giving effect to collateral arrangements;

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are effectively subordinated to all secured Indebtedness of the Company (including obligations under the Senior Credit Agreement) to the extent of the value of the pledged assets;

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are structurally subordinated to the obligations (including trade payables) of any of our Non-Guarantor Subsidiaries; and

are senior in right of payment to any Subordinated Obligations of the Company.

Interest

Interest on the Notes will:

accrue at the rate of 7.00% per annum;

accrue from the most recent interest payment date;

be payable in cash semi-annually in arrears on March 15 and September 15;

be payable to the holders of record on each March 1 and September 1 immediately preceding the related interest payment dates; and

be computed on the basis of a 360-day year comprised of twelve 30-day months.

Payments on the notes; paying agent and registrar

We will pay principal of, premium, if any, and interest on the Notes at the office or agency designated by the Company in the Borough of Manhattan, The City of New York, except that we may, at our option, pay interest on the Notes by check mailed to holders of the Notes at their registered address as it appears in the registrar's books. We have initially designated the corporate trust office of the Trustee in New York, New York to act as our paying agent and registrar. We may, however, change the paying agent or registrar without prior notice to the holders of the Notes, and the Company or any of its Restricted Subsidiaries may act as paying agent or registrar.

We will pay principal of, premium, if any, and interest on, Notes in global form registered in the name of or held by The Depository Trust Company or its nominee in immediately available funds to The Depository Trust Company or its nominee, as the case may be, as the registered holder of such global Note.

Transfer and exchange

A holder may transfer or exchange Notes in accordance with the Indenture. The registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the Trustee or the registrar for any registration of transfer or exchange of Notes, but the Company may require a holder to pay a sum sufficient to cover any transfer tax or other governmental taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption or that has been tendered in an Asset Disposition Offer or Change of Control Offer. Also, the Company is not required to transfer or exchange any Note (i) for a period of 15 days before a selection of Notes to be redeemed or (ii) for a period beginning on the opening of business 15 days before a record date for the payment of interest and ending on the applicable succeeding interest payment date.

The registered holder of a Note will be treated as the owner of it for all purposes.

Optional redemption

Except as described below, the Notes are not redeemable until March 15, 2015. On and after March 15, 2015, the Company may redeem all or, from time to time, a part of the Notes upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount) plus accrued and unpaid interest on the Notes, if any, to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month

period beginning on March 15 of the years indicated below:

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Year	Percentage
2015	103.500%
2016	101.750%
2017 and thereafter	100.000%

Prior to March 15, 2014, the Company may on any one or more occasions redeem up to 35% of the original principal amount of the Notes with the Net Cash Proceeds of one or more Equity Offerings at a redemption price of 107.00% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided that*:

- (1) at least 65% of the original principal amount of the Notes remains outstanding after each such redemption; and
- (2) the redemption occurs within 90 days after the closing of such Equity Offering.

In addition, at any time prior to March 15, 2015, the Company may redeem the Notes, in whole or in part, upon not less than 30 days nor more than 60 days prior notice, at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Applicable Premium means, with respect to a Note at any redemption date, the greater of (i) 1.0% of the principal amount of such Note and (ii) the excess of (A) the present value at such time of (1) the redemption price of such Note at March 15, 2015 (such redemption price being described under the first paragraph of this Optional redemption) plus (2) all required interest payments due on such Note through March 15, 2015, computed using a discount rate equal to the Treasury Rate plus 50 basis points, over (B) the principal amount of such Note.

Treasury Rate means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the redemption date to March 15, 2015; *provided, however*, that if the period from the redemption date to March 15, 2015 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to March 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to holders whose Notes will be subject to redemption by the Company.

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed, then on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion will deem to be fair and appropriate, although no Note of \$2,000 in original principal amount or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Note.

The Company is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes.

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The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

Ranking

The Notes are general unsecured obligations of the Company that rank senior in right of payment to all existing and future Indebtedness that is expressly subordinated in right of payment to the Notes. The Notes rank equally in right of payment with all existing and future liabilities of the Company that are not so subordinated, are effectively subordinated to all of our secured Indebtedness (to the extent of the value of the assets securing such Indebtedness) and are structurally subordinated to the liabilities of our Non-Guarantor Subsidiaries. In the event of bankruptcy, liquidation, reorganization or other winding up of the Company or the Subsidiary Guarantors or upon a default in payment with respect to, or the acceleration of, any senior secured Indebtedness (which could be Indebtedness under the Senior Credit Agreement), the assets of the Company and the Subsidiary Guarantors that secure such senior secured Indebtedness will be available to pay obligations on the Notes and the Subsidiary Guarantees only after all senior secured Indebtedness has been repaid in full from such assets. We advise you that there may not be sufficient assets remaining to pay amounts due on any or all the Notes and the Subsidiary Guarantees then outstanding.

As of September 30, 2011:

outstanding Indebtedness of the Company and the Subsidiary Guarantors was \$775.6 million, of which \$33.0 million was secured, and the Company had additional commitments of \$158.4 million available to it under the Senior Credit Agreement (after giving effect to \$8.6 million of outstanding letters of credit);

the Company had no Subordinated Obligations; and

our Non-Guarantor Subsidiaries had \$49.4 million of liabilities (excluding intercompany liabilities).

Note guarantees

The Subsidiary Guarantors have, jointly and severally, irrevocably and unconditionally guaranteed, on a senior unsecured basis, the Company's obligations under the Notes and the Indenture; under certain circumstances described below, Subsidiary Guarantors may be released from their Guarantees without the consent of the holders of the Notes. The Subsidiary Guarantors have also, jointly and severally, agreed to pay, in addition to the amounts stated above, any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or the holders in enforcing any rights under the Subsidiary Guarantees.

Each of the Subsidiary Guarantees:

is a general unsecured senior obligation of each Subsidiary Guarantor;

ranks equally in right of payment with any existing and future senior Indebtedness of each such Subsidiary Guarantor, without giving effect to collateral arrangements;

is effectively subordinated to all secured Indebtedness of a Subsidiary Guarantor (including obligations under the Senior Credit Agreement) to the extent of the value of the pledged assets; and

is senior in right of payment to Guarantor Subordinated Obligations of the Subsidiary Guarantors.

As of September 30, 2011:

the Subsidiary Guarantors had no outstanding Indebtedness (excluding intercompany liabilities and Guarantees under the Senior Credit Agreement, the 2007 Indenture and the Indenture); and

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the Subsidiary Guarantors had no Guarantor Subordinated Obligations.

For the 12 months ended December 31, 2010 and the nine months ended September 30, 2011, the Non-Guarantor Subsidiaries accounted for 4.8% and 10.0% of our operating income, respectively. As of September 30, 2011, the Non-Guarantor Subsidiaries accounted for 4.6% of our consolidated total assets and 4.5% of our consolidated total liabilities.

Pursuant to the covenant described under Certain covenants Limitation on subsidiary guarantees, the Company may from time to time be required to cause additional Restricted Subsidiaries to become Subsidiary Guarantors.

Any Subsidiary Guarantor that makes a payment under its Subsidiary Guarantee will be entitled upon payment in full of all obligations that are Guaranteed under the Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's pro rata portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment, determined in accordance with GAAP.

The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee are limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law. If a Subsidiary Guarantee were rendered voidable, it could be subordinated by a court to all other Indebtedness (including Guarantees and other contingent liabilities) of the Subsidiary Guarantor, and, depending on the amount of such Indebtedness, a Subsidiary Guarantor's liability on its Subsidiary Guarantee could be reduced to zero. See Risk factors Federal and state fraudulent transfer and conveyance laws may permit a court to void the notes and the related guarantees, subordinate claims in respect of the notes and the related guarantees and require holders of the notes to return payments received and, if that occurs, you may not receive any payment on the notes.

In the event a Subsidiary Guarantor is sold or disposed of (whether by merger, consolidation, the sale of its Capital Stock or the sale of all or substantially all of its assets (other than by lease) and whether or not the Subsidiary Guarantor is the surviving corporation in such transaction) to a Person which is not the Company or a Restricted Subsidiary of the Company, such Subsidiary Guarantor will be released from its obligations under its Subsidiary Guarantee if:

- (1) the sale or other disposition is in compliance with the Indenture, including the covenants Limitation on sales of assets and subsidiary stock (it being understood that only such portion of the Net Available Cash as is required to be applied on or before the date of such release in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time) and Merger and consolidation ; and
- (2) all the obligations of such Subsidiary Guarantor under all Credit Facilities and related documentation, and any other agreements relating to any other Indebtedness of the Company or its Restricted Subsidiaries terminate upon consummation of such transaction.

In the event (a) a Subsidiary Guarantor is released and discharged in full from all of its obligations under its Guarantees of (1) the Credit Facilities and (2) all other Indebtedness of the Company and its Restricted Subsidiaries and (b) such Subsidiary Guarantor has not Incurred any Indebtedness in reliance on its status as a Subsidiary Guarantor under the covenant Limitation on indebtedness or such Subsidiary Guarantor's obligations under such Indebtedness are satisfied in full and discharged or are otherwise permitted to be Incurred by a Restricted Subsidiary (other than a Subsidiary Guarantor) under the second paragraph of Limitation on indebtedness, then the Subsidiary Guarantee of such Subsidiary Guarantor shall be automatically and unconditionally released or discharged. In addition, a Subsidiary Guarantor will be released from its obligations under the Indenture and its Subsidiary Guarantee if the Company designates such Subsidiary as an Unrestricted Subsidiary and such designation complies with the other applicable provisions of the Indenture or in connection with any legal defeasance of the Notes or upon satisfaction and discharge of the Indenture, each in accordance with the terms of the Indenture.

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In order for a Subsidiary Guarantor to be released from its obligations under its Subsidiary Guarantee in any of the cases set forth above, the Trustee may require that the Subsidiary Guarantor deliver to the Trustee an Officers Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction and/or release have been complied with.

Change of control

If a Change of Control occurs, unless the Company has exercised its right to redeem all of the Notes as described under Optional redemption, each holder will have the right to require the Company to repurchase all or any part (equal to \$2,000 and integral multiples of \$1,000 in excess thereof) of such holder's Notes at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control, unless the Company has exercised its right to redeem all of the Notes as described under Optional redemption, the Company will mail a notice (the Change of Control Offer) to each holder, with a copy to the Trustee, stating:

- (1) that a Change of Control has occurred and that such holder has the right to require the Company to purchase such holder's Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date) (the Change of Control Payment);
- (2) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the Change of Control Payment Date); and
- (3) the procedures determined by the Company, consistent with the Indenture, that a holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- (1) accept for payment all Notes or portions of Notes (equal to \$2,000 and integral multiples of \$1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered; and
- (3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The paying agent will promptly mail to each holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of \$2,000 and integral multiples of \$1,000 in excess thereof.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest, if any, will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to holders who tender pursuant to the Change of Control Offer.

The Change of Control provisions described above will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not

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contain provisions that permit the holders to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations described in the Indenture by virtue of the conflict.

The Company's ability to repurchase Notes pursuant to a Change of Control Offer may be limited by a number of factors. The occurrence of certain of the events that constitute a Change of Control would constitute a default under the Senior Credit Agreement. In addition, certain events that may constitute a change of control under the Senior Credit Agreement and cause a default under that agreement may not constitute a Change of Control under the Indenture. Future Indebtedness of the Company and its Subsidiaries may also contain prohibitions of certain events that would constitute a Change of Control or require such Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require the Company to repurchase the Notes could cause a default under such Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. Finally, the Company's ability to pay cash to the holders upon a repurchase may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases.

Even if sufficient funds were otherwise available, the terms of the future Indebtedness may prohibit the Company's prepayment of Notes before their scheduled maturity. Consequently, if the Company is not able to prepay any such other Indebtedness containing such restrictions or obtain requisite consents, the Company will be unable to fulfill its repurchase obligations if holders of Notes exercise their repurchase rights following a Change of Control, resulting in a default under the Indenture. A default under the Indenture may result in a cross-default under the Senior Credit Agreement.

The Change of Control provisions described above may deter certain mergers, tender offers and other takeover attempts involving the Company by increasing the capital required to effectuate such transactions. The definition of "Change of Control" includes a disposition of all or substantially all of the property and assets of the Company and its Restricted Subsidiaries taken as a whole to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of all or substantially all of the property or assets of a Person. As a result, it may be unclear as to whether a Change of Control has occurred and whether a holder of Notes may require the Company to make an offer to repurchase the Notes as described above. The provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the Notes.

Certain covenants

Effectiveness of covenants

Following the first day:

- (a) the Notes have an Investment Grade Rating from at least two of the Ratings Agencies; and
- (b) no Default has occurred and is continuing under the Indenture;

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the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the subheadings below:

Limitation on indebtedness ;

Limitation on restricted payments ;

Limitation on liens ;

Limitation on restrictions on distributions from restricted subsidiaries ;

Limitation on sales of assets and subsidiary stock ;

Limitation on affiliate transactions ; and

clause (a)(3) of Merger and consolidation (collectively, the Suspended Covenants) and will instead be subject to the provisions of the Indenture described under Investment grade covenants below. If on any subsequent date (the Reinstatement Date) the Notes credit rating is downgraded from an Investment Grade Rating by two or more of the Rating Agencies, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain an Investment Grade Rating by two or more of the Rating Agencies (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Rating); *provided, however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture, the Notes or the Subsidiary Guarantees with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising during the Suspension Period, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reinstatement Date is referred to as the Suspension Period.

On the Reinstatement Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of Limitation on indebtedness or one of the clauses set forth in the second paragraph of Limitation on indebtedness (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reinstatement Date and after giving effect to Indebtedness Incurred prior to the Suspension Period and outstanding on the Reinstatement Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first or second paragraph of Limitation on indebtedness, such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified under clause (4)(b) of the second paragraph of Limitation on indebtedness. Calculations made after the Reinstatement Date of the amount available to be made as Restricted Payments under Limitation on restricted payments will be made as though the covenants described under Limitation on restricted payments had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of Limitation on restricted payments.

During any period when the Suspended Covenants are suspended, the Board of Directors of the Company may not designate any of the Company's Subsidiaries as Unrestricted Subsidiaries pursuant to the Indenture.

Limitation on indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Company and the Subsidiary Guarantors may Incur Indebtedness if on the date thereof:

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- (1) the Consolidated Coverage Ratio for the Company and its Restricted Subsidiaries is at least 2.00 to 1.00; and
- (2) no Default or Event of Default will have occurred or be continuing or would occur as a consequence of Incurring the Indebtedness or transactions relating to such Incurrence.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

- (1) Indebtedness of the Company or any Subsidiary Guarantor Incurred pursuant to a Credit Facility together with the principal component of amounts outstanding under Qualified Receivables Transactions in an aggregate amount up to \$500.0 million less the aggregate principal amount of all principal repayments with the proceeds from Asset Dispositions utilized in accordance with clause 3(a) of Limitations on sales of assets and subsidiary stock that permanently reduce the commitments thereunder;
- (2) Guarantees by (x) the Company or Subsidiary Guarantors of Indebtedness Incurred by the Company or a Subsidiary Guarantor in accordance with the provisions of the Indenture, *provided* that in the event such Indebtedness that is being Guaranteed is a Subordinated Obligation or a Guarantor Subordinated Obligation, then the related Guarantee shall be subordinated in right of payment to the Notes or the Subsidiary Guarantee, as the case may be, and (y) Non-Guarantor Subsidiaries of Indebtedness Incurred by Non-Guarantor Subsidiaries in accordance with the provisions of the Indenture;
- (3) Indebtedness of the Company owing to and held by any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of a Restricted Subsidiary owing to and held by the Company or any other Restricted Subsidiary (including Preferred Stock); *provided, however,*
 - (a) if the Company is the obligor on such Indebtedness and the obligee is a Non-Guarantor Subsidiary, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes;
 - (b) if a Subsidiary Guarantor is the obligor on such Indebtedness and the Company or a Subsidiary Guarantor is not the obligee, such Indebtedness is subordinated in right of payment to the Subsidiary Guarantees of such Subsidiary Guarantor; and
 - (c)(i) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Company or a Restricted Subsidiary (other than a Receivables Entity) of the Company; and
 - (ii) any sale or other transfer of any such Indebtedness to a Person other than the Company or a Restricted Subsidiary (other than a Receivables Entity) of the Company shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be.
- (4) Indebtedness represented by (a) the Notes issued on the Issue Date, the Notes issued in this registered exchange offer pursuant to the Registration Rights Agreement and any Subsidiary Guarantees of the Notes, (b) any Indebtedness (other than the Indebtedness described in clauses (1), (2), (3), (6), (8), (9) and (10) of this paragraph) outstanding on the Issue Date and (c) any Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause (4) or clause (5) of this paragraph or Incurred pursuant to the first paragraph of this covenant;
- (5) Indebtedness of a Restricted Subsidiary Incurred and outstanding on the date on which such Restricted Subsidiary was acquired by, or merged into, the Company or any Restricted Subsidiary (other than Indebtedness Incurred (a) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by the Company or (b) otherwise in connection with, or

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in contemplation of, such acquisition); *provided, however*, that at the time such Restricted Subsidiary is acquired by the Company, the Company would have been able to Incur \$1.00 of additional Indebtedness pursuant to the first paragraph of this covenant after giving effect to the Incurrence of such Indebtedness pursuant to this clause (5);

- (6) Indebtedness under Hedging Obligations that are Incurred in the ordinary course of business (and not for speculative purposes)
 - (1) for the purpose of fixing or hedging interest rate risk with respect to any Indebtedness Incurred in accordance with the Indenture;
 - (2) for the purpose of fixing or hedging currency exchange rate risk with respect to any currency exchanges; or (3) for the purpose of fixing or hedging commodity price risk with respect to any commodities;
- (7) the Incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capitalized Lease Obligations, mortgage financings, purchase money obligations or other payments, in each case Incurred to finance all or any part of the purchase price or cost of construction or improvement of assets or property (other than Capital Stock or other Investments) acquired, constructed or improved in the ordinary course of business of the Company or such Restricted Subsidiary and Attributable Indebtedness, in an aggregate principal amount, including all Refinancing Indebtedness Incurred to refund, defease, renew, extend, refinance or replace any Indebtedness Incurred pursuant to this clause (7), not to exceed the greater of (i) \$50.0 million and (ii) 10% of Consolidated Net Tangible Assets, at any time outstanding;
- (8) Indebtedness Incurred in respect of workers' compensation claims, self-insurance obligations, performance, surety and similar bonds, letters of credit and completion guarantees provided by the Company or a Restricted Subsidiary in the ordinary course of business;
- (9) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary;
- (10) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business, *provided, however*, that such Indebtedness is extinguished within five Business Days of Incurrence;
- (11) Indebtedness of foreign Subsidiaries not to exceed in the aggregate \$25.0 million at any one time outstanding;
- (12) Indebtedness used to defease the Notes; and
- (13) in addition to the items referred to in clauses (1) through (12) above, Indebtedness of the Company or any of its Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (13) and then outstanding, will not exceed the greater of (i) \$200.0 million and (ii) 30% of Consolidated Net Tangible Assets, at any time outstanding.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

- (1) subject to clause (2) below, in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Company, in its sole discretion, will classify such item of Indebtedness on the date of Incurrence and may later classify such item of Indebtedness in any manner that complies with this covenant and only be required to include the amount and type of such Indebtedness in one of such clauses;

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- (2) all Indebtedness outstanding under the Senior Credit Agreement shall be deemed Incurred under clause (1) of the second paragraph of this covenant and not the first paragraph or clause (4) of the second paragraph of this covenant;
- (3) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included;
- (4) if obligations in respect of letters of credit are Incurred pursuant to a Credit Facility and are being treated as Incurred pursuant to clause (1) of the second paragraph above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;
- (5) the principal amount of any Disqualified Stock of the Company or a Restricted Subsidiary, or Preferred Stock of a Non-Guarantor Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;
- (6) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;
- (7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP; and
- (8) the principal amount of any Indebtedness outstanding in connection with a Qualified Receivables Transaction is the Receivables Transaction Amount relating to such Qualified Receivables Transaction.

Accrual of interest, accrual of dividends, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided* that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on restricted payments

The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

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- (1) declare or pay any dividend or make any distribution (whether made in cash, securities or other property) on or in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) except:

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(a) dividends or distributions payable in Capital Stock of the Company (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Company; and

(b) dividends or distributions payable to the Company or a Restricted Subsidiary (and if such Restricted Subsidiary is not a wholly-owned Subsidiary, to its other holders of common Capital Stock on a pro rata basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company held by Persons other than the Company or a Restricted Subsidiary (other than in exchange for Capital Stock of the Company (other than Disqualified Stock));

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations or Guarantor Subordinated Obligations (other than (x) Indebtedness of the Company owing to and held by any Subsidiary Guarantor or Indebtedness of a Subsidiary Guarantor owing to and held by the Company or any other Subsidiary Guarantor permitted under clause (3) of the second paragraph of the covenant Limitation on indebtedness or (y) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations or Guarantor Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement); or

(4) make any Restricted Investment in any Person;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) shall be referred to herein as a Restricted Payment), if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(a) a Default shall have occurred and be continuing (or would result therefrom); or

(b) the Company is not able to Incur \$1.00 of additional Indebtedness pursuant to the first paragraph under the Limitation on indebtedness covenant after giving effect, on a pro forma basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made subsequent to the Issue Date (excluding Restricted Payments made pursuant to clauses (1), (2), (3), (4), (6), (7), (8), (9) and (14) of the next succeeding paragraph) would exceed the sum of:

(i) 50% of Consolidated Net Income for the period (treated as one accounting period) from April 1, 2007 to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which financial statements are in existence (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(ii) 100% of the aggregate Net Cash Proceeds, plus the fair market value of property, received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) or other capital contributions subsequent to May 14, 2007 (other than Net Cash Proceeds received from an issuance or sale of such Capital Stock to a Subsidiary of the Company or an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination);

(iii) the amount by which Indebtedness of the Company or its Restricted Subsidiaries is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Subsidiary of the Company) subsequent to May 14, 2007 of any Indebtedness of the Company or its Restricted

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Subsidiaries convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company;

(iv) the amount equal to the net reduction subsequent to May 14, 2007 in Restricted Investments made by the Company or any of its Restricted Subsidiaries in any Person resulting from:

(A) repurchases or redemptions of such Restricted Investments by such Person, proceeds realized upon the sale of such Restricted Investment to an unaffiliated purchaser, repayments of loans or advances or other transfers of assets (including by way of dividend or distribution) by such Person to the Company or any Restricted Subsidiary (other than for reimbursement of tax payments); or

(B) the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries (valued in each case as provided in the definition of Investment),

which amount in each case under this clause (iv) shall not exceed the amount of Restricted Investments previously made in such Person; *provided, however*, that no amount will be included under this clause (iv) to the extent it is already included in Consolidated Net Income; and

(v) \$15.0 million.

The provisions of the preceding paragraph will not prohibit:

- (1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock, Disqualified Stock or Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination); *provided, however*, that the Net Cash Proceeds from such sale of Capital Stock will be excluded from clause (c)(ii) of the preceding paragraph;
- (2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Obligations of the Company or any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Guarantor Subordinated Obligations made by exchange for or out of the proceeds of the substantially concurrent sale of Guarantor Subordinated Obligations that, in each case, is permitted to be Incurred pursuant to the covenant described under Limitation on indebtedness and that in each case constitutes Refinancing Indebtedness;
- (3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Disqualified Stock of the Company or such Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under Limitation on indebtedness and that in each case constitutes Refinancing Indebtedness;
- (4) so long as no Default or Event of Default has occurred and is continuing, any purchase or redemption of Subordinated Obligations or Guarantor Subordinated Obligations of a Subsidiary Guarantor from Net Available Cash to the extent permitted under Limitation on sales of assets and subsidiary stock below;

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- (5) dividends paid within 60 days after the date of declaration if at such date of declaration such dividend would have complied with this provision;
- (6) so long as no Default or Event of Default has occurred and is continuing,
- (a) the purchase, redemption or other acquisition, cancellation or retirement for value of Capital Stock, or options, warrants, equity appreciation rights or other rights to purchase or acquire Capital Stock of the Company or any Restricted Subsidiary held by any existing or former directors, employees or management of the Company or any Subsidiary of the Company or their assigns, estates or heirs, in each case in connection with the repurchase provisions under employee stock option or stock purchase agreements or other agreements to compensate management employees; provided such redemptions or repurchases pursuant to this clause will not exceed \$3.0 million in the aggregate during any calendar year and \$12.0 million in the aggregate for all such redemptions and repurchases, plus the amount of any capital contributions to the Company as a result of sales of Capital Stock, or options, warrants, equity appreciation rights or other rights to purchase or acquire Capital Stock, of the Company to such persons (*provided, however*, that the Net Cash Proceeds from such sale of Capital Stock will be excluded from clause (c)(ii) of the preceding paragraph); and
- (b) loans or advances to employees, officers or directors of the Company or any Subsidiary of the Company the proceeds of which are used to purchase Capital Stock of the Company, in an aggregate amount not in excess of \$5.0 million with respect to all loans or advances made since the Issue Date (without giving effect to the forgiveness of any such loan);
- (7) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Company issued in accordance with the terms of the Indenture to the extent such dividends are included in the definition of Consolidated Interest Expense ;
- (8) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible securities if such Capital Stock represents a portion of the exercise price thereof;
- (9) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation (i) at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the Change of control covenant or (ii) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to the Limitation on sales of assets and subsidiary stock covenant; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Company has made the Change of Control Offer or Asset Disposition Offer, as applicable, as provided in such covenant with respect to the Notes and has completed the repurchase or redemption of all Notes validly tendered for payment in connection with such Change of Control Offer or Asset Disposition Offer;
- (10) the repurchase or redemption of the Company's preferred stock purchase rights, or any substitute therefor, in an aggregate amount not to exceed the product of (x) the number of outstanding shares of Common Stock of the Company and (y) \$0.01 per share, as such amount may be adjusted in accordance with the rights agreement relating to the Common Stock of the Company;
- (11) so long as (a) no Default or Event of Default shall have occurred and be continuing and (b) immediately before and immediately after giving effect thereto, the Company would have been permitted to Incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph under the Limitation on indebtedness covenant, payments of quarterly per share cash dividends on the Company's Common Stock not greater than the per share cash dividends paid on the Company's Common Stock for the most recent fiscal quarter ending prior to the Issue Date (adjusted for stock dividends, splits, combinations, reclassifications or other similar events (including in connection with a merger or consolidation) affecting the Company's Common Stock);

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(12) payments or distributions to stockholders pursuant to appraisal rights required under applicable law in connection with any consolidation, merger or transfer of assets that complies with the covenant described under Merger and consolidation ;

(13) cash payments to stockholders in lieu of fractional shares; and

(14) so long as no Default or Event of Default has occurred and is continuing, Restricted Payments in an amount not to exceed \$80.0 million.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any property or assets required to be valued by this covenant shall be determined by the Board of Directors of the Company whose resolution with respect thereto shall be delivered to the Trustee.

Currently, all of the Company's Subsidiaries are Restricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of Unrestricted Subsidiary. For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the definition of Investment. Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

Limitation on liens

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien (other than Permitted Liens) upon any of its property or assets (including Capital Stock of Subsidiaries), whether owned on the Issue Date or acquired after that date, which Lien is securing any Indebtedness, unless contemporaneously with the Incurrence of such Liens effective provision is made to secure the Indebtedness due under the Indenture and the Notes or, in respect of Liens on any Restricted Subsidiary's property or assets, any Subsidiary Guarantee of such Restricted Subsidiary, equally and ratably with (or senior in priority to in the case of Liens with respect to Subordinated Obligations or Guarantor Subordinated Obligations, as the case may be) the Indebtedness secured by such Lien for so long as such Indebtedness is so secured.

Limitation on restrictions on distributions from restricted subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

- (1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company or any Restricted Subsidiary (it being understood that the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);
- (2) make any loans or advances to the Company or any Restricted Subsidiary (it being understood that the subordination of loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances); or
- (3) transfer any of its property or assets to the Company or any Restricted Subsidiary (it being understood that such transfers shall not include any type of transfer described in clause (1) or (2) above).

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The preceding provisions will not prohibit:

- (i) any encumbrance or restriction pursuant to (a) an agreement in effect at or entered into on the Issue Date including, without limitation, the Indenture, the Notes issued on the Issue Date, the Subsidiary Guarantees of such Notes, the 2007 Indenture and the Senior Credit Agreement (and related documentation), or (b) any Notes issued in this exchange offer and any Guarantees thereof;

- (ii) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Capital Stock or Indebtedness Incurred by a Restricted Subsidiary on or before the date on which such Restricted Subsidiary was acquired by the Company or a Restricted Subsidiary (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by the Company or in contemplation of the transaction) and outstanding on such date provided, that