

Offer to Purchase and Consent Solicitation Statement

Deluxe Corporation

Offer to Purchase for Cash Any and All of its Outstanding 5.00% Senior Notes due 2012 (CUSIP No. 248019AC5)

and Solicitation of Consents For Amendments to the Related Indenture

The deadline for Holders (as defined below) to validly tender Notes (as defined below) and deliver Consents (as defined below) and be eligible to receive payment of the Total Consideration (as defined below), which includes the Consent Payment (as defined below), will be 5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated (such date and time, as the same may be modified, the "Consent Payment Deadline"). The Tender Offer (as defined below) will expire at 11:59 p.m., New York City time, on March 21, 2011, unless extended or earlier terminated (such date and time, as the same may be modified, the "Expiration Time"). Tenders of Notes made and Consents delivered may be withdrawn and revoked at any time at or prior to 5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated (such date and time, as the same may be modified, the "Withdrawal Deadline"), but not thereafter, unless required by applicable law.

Deluxe Corporation, a Minnesota corporation ("we," "us," "our" or the "Company"), is making an offer (the "Tender Offer") to holders (each, a "Holder" and, collectively, the "Holders") of its outstanding 5.00% Senior Notes due 2012 (the "Notes") to purchase for cash any and all of the Notes on the terms and subject to the conditions set forth in this Offer to Purchase and Consent Solicitation Statement (as it may be amended or supplemented from time to time, this "Statement") and in the related Consent and Letter of Transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"). In conjunction with the Tender Offer, we are soliciting (the "Consent Solicitation") consents (the "Consents") to proposed amendments (the "Proposed Amendments") to the indenture governing the Notes (the "Indenture"), providing for, among other things, the elimination of substantially all of the restrictive covenants contained in the Indenture.

The total consideration payable to Holders for each \$1,000 principal amount of Notes tendered and purchased pursuant to the Tender Offer will be \$1,045 (the "Total Consideration"). The Total Consideration includes a consent payment of \$30 per \$1,000 principal amount of Notes (the "Consent Payment") payable only to Holders that tender their Notes and validly deliver their Consents at or prior to the Consent Payment Deadline. Holders that tender their Notes after the Consent Payment Deadline and at or prior to the Expiration Time will be eligible to receive the Total Consideration less the Consent Payment per \$1,000 principal amount of Notes (the "Tender Offer Consideration"). In addition, we will pay accrued and unpaid interest on the principal amount of Notes accepted for purchase from the most recent interest payment date on the Notes to, but not including, the applicable payment date for such Notes.

The table below summarizes certain payment terms of the Tender Offer and the Consent Solicitation:

CUSIP No.	Outstanding Principal Amount of Notes	Description of Notes	Total Consideration*	Consent Payment*	Tender Offer Consideration*
248019AC5	\$280.3 million	5.00% Senior Notes due 2012	\$1,045	\$30	\$1,015

* Per \$1,000 principal amount of Notes.

Any questions or requests for assistance concerning the Tender Offer or the Consent Solicitation may be directed to J.P. Morgan Securities LLC or Credit Suisse Securities (USA) LLC, the dealer managers for the Tender Offer (collectively, the "Dealer Managers") and the solicitation agents for the Consent Solicitation (collectively, the "Solicitation Agents"), at their respective addresses and telephone numbers set forth on the back cover page of this Statement. Requests for additional copies of this Statement, the Letter of Transmittal or any other document relating to the Tender Offer or the Consent Solicitation may be directed to Georgeson Inc. (the "Information Agent") at the address and telephone number set forth on the back cover page of this Statement. Wells Fargo Bank, National Association will act as the depository (the "Depository") for the Tender Offer and the Consent Solicitation.

None of the Company, the Dealer Managers and Solicitation Agents, the Information Agent, the Depository, Wells Fargo Bank Minnesota, N.A. (formerly Norwest Bank Minnesota, National Association), as the trustee under the Indenture (the "Trustee"), or any of their respective affiliates are making any recommendation as to whether any Holder should tender or refrain from tendering any or all of such Holder's Notes, or whether any Holder should deliver or refrain from delivering any Consents with respect thereto. Each Holder must make his, her or its own decision as to whether to tender Notes and deliver Consents and, if so, as to how many Notes to tender and Consents to deliver.

The Dealer Managers for the Tender Offer and the Solicitation Agents for the Consent Solicitation are:

J.P. Morgan

Credit Suisse

February 22, 2011

IMPORTANT INFORMATION REGARDING THE TENDER OFFER AND THE CONSENT SOLICITATION

This Statement and the Letter of Transmittal contain important information. You should read this Statement and the Letter of Transmittal in their entirety before you make any decision with respect to the Tender Offer and the Consent Solicitation.

The principal purpose of the Tender Offer and the Consent Solicitation is to acquire all of the outstanding Notes and to obtain Consents to authorize the Proposed Amendments. The Tender Offer and the Consent Solicitation are being made in connection with our private placement (the “*New Note Offering*”) of \$200.0 million aggregate principal amount of new senior notes (the “*New Notes*”). We expect to use the net proceeds from the New Note Offering and funds drawn under our revolving credit facility to pay the consideration payable by us pursuant to the Tender Offer and the Consent Solicitation and the fees and expenses incurred by us in connection therewith. In no event will the information contained in this Statement or the Letter of Transmittal regarding the New Notes constitute an offer to sell or a solicitation of an offer to buy any New Notes. The Tender Offer and the Consent Solicitation are conditioned upon, among other things, the completion of the New Note Offering and the availability of funds under our revolving credit facility, as described under “Conditions to Consummation of the Tender Offer and the Consent Solicitation,” and no assurance can be given that the New Note Offering will be completed or that funds will be available under our revolving credit facility.

Consents of Holders of at least a majority in principal amount of the outstanding Notes (the “*Required Consents*”) are required to authorize the Proposed Amendments. As of the date of this Statement, the outstanding aggregate principal amount of Notes is approximately \$280.3 million. It is expected that we and the Trustee will execute a supplement to the Indenture (the “*Supplemental Indenture*”) providing for the Proposed Amendments promptly after the Consent Payment Deadline, but before the acceptance of any Notes for purchase, if the Required Consents have been obtained; however, although the Supplemental Indenture will be effective immediately upon its execution and delivery, the Proposed Amendments will not become operative until the earlier of (1) the Early Acceptance Date (as defined below) and (2) the Final Acceptance Date (as defined below). If the Proposed Amendments become operative, any Notes remaining outstanding after that date will no longer be entitled to the benefit of substantially all of the restrictive covenants contained in the Indenture.

Holders may not tender their Notes without delivering their Consents pursuant to the Consent Solicitation and may not deliver their Consents without tendering their Notes pursuant to the Tender Offer.

Notes validly tendered and Consents validly delivered prior to the Withdrawal Deadline may be withdrawn or revoked at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law. Notes validly tendered and Consents validly delivered at or after the Withdrawal Deadline may not be withdrawn or revoked, unless required by applicable law. Holders may not withdraw their Notes without revoking their Consents pursuant to the Consent Solicitation and may not revoke their Consents without withdrawing their Notes pursuant to the Tender Offer. A Holder that validly withdraws but re-tenders such Holder’s previously tendered Notes after the Consent Payment Deadline, but at or prior to the Expiration Time, will receive the Tender Offer Consideration, but not the Consent Payment. A Holder that validly withdraws previously tendered Notes at or prior to the Withdrawal Deadline and does not re-tender such Holder’s previously tendered Notes at or prior to the Expiration Time will not receive the Tender Offer Consideration or the Consent Payment. See “Withdrawal of Tenders; Revocation of Consents.”

We reserve the right, at any time following the Consent Payment Deadline, but at or prior to the Expiration Time (the “*Early Acceptance Date*”), to accept for purchase all Notes validly tendered at or prior to the Early Acceptance Date and not validly withdrawn at or prior to the Withdrawal Deadline. If we elect to exercise this option, we will pay the Total Consideration or Tender Offer Consideration, as the case may be, for the Notes accepted for purchase at the Early Acceptance Date on a date (the “*Early Payment Date*”) promptly following the Early Acceptance Date. On the Early Payment Date, if any, we will pay accrued and unpaid interest to, but not including, the Early Payment Date on Notes accepted for purchase at the Early Acceptance Date.

Subject to the terms and conditions of the Tender Offer being satisfied or waived, we will, after the Expiration Time (the “*Final Acceptance Date*”), accept for purchase all Notes validly tendered at or prior to the Expiration Time (and not validly withdrawn at or prior to the Withdrawal Deadline) (or if we have exercised our early purchase option described above, all Notes validly tendered after the Early Acceptance Date and at or prior to the Expiration Time). We will pay the Total Consideration or Tender Offer Consideration, as the case may be, for Notes accepted for purchase at the Final Acceptance Date on a date (the “*Final Payment Date*”) promptly following the Final Acceptance Date. On the Final Payment Date, we will pay accrued and unpaid interest to, but not including, the Final Payment Date on Notes accepted for purchase at the Final Acceptance Date. As applicable, we refer to the Early Payment Date, if any, and the Final Payment Date as a “*Payment Date*.”

Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Tender Offer, or to make any Consent Payment pursuant to the Consent Solicitation, is conditioned upon the satisfaction or, when applicable, waiver of the following conditions: (1) the Required Consent Condition; (2) the Supplemental Indenture Condition; (3) the Financing Condition; and (4) the General Conditions (as each of these terms is defined in “Conditions to Consummation of the Tender Offer and the Consent Solicitation”). See “Conditions to Consummation of the Tender Offer and the Consent Solicitation.”

We reserve the right, subject to applicable law, in our sole discretion, to waive any of the conditions of the Tender Offer or the Consent Solicitation, in whole or in part, at any time and from time to time; however, we may not effect the Proposed Amendments if we do not receive the Required Consents. We also reserve the right, subject to applicable law, in our sole discretion, to (1) extend, terminate or withdraw the Tender Offer or the Consent Solicitation at any time or (2) otherwise amend the Tender Offer or the Consent Solicitation in any respect. The foregoing rights are in addition to the right to delay acceptance for purchase of Notes tendered pursuant to the Tender Offer or the payment of Notes accepted for purchase pursuant to the Tender Offer, subject to Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), which requires that we pay the consideration offered or return the Notes deposited by or on behalf of Holders promptly after the termination or withdrawal of the Tender Offer. In the event that the Tender Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed, no Tender Offer Consideration or Consent Payment will be paid or become payable, all Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders, all Consents will be rescinded, to the extent the Supplemental Indenture has been executed, it will not become operative and the provisions contained in the Indenture will not be amended.

IMPORTANT DATES

Holders should take note of the following times and dates in connection with the Tender Offer and the Consent Solicitation. Holders should note that the times and dates below are subject to change.

Date	Calendar Date and Time	Event
Consent Payment Deadline.....	5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated by us. In the case of extension, the Consent Payment Deadline will be such other date and time as so extended.	Holders must tender Notes and deliver Consents pursuant to the Tender Offer and the Consent Solicitation at or prior to the Consent Payment Deadline in order to be eligible to receive the Total Consideration, which includes the Consent Payment, on the applicable Payment Date. Holders validly tendering Notes and delivering Consents after the Consent Payment Deadline and at or prior to the Expiration Time will only be eligible to receive the Tender Offer Consideration, which is the Total Consideration less the Consent Payment.
Withdrawal Deadline.....	5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated by us. In the case of extension, the Withdrawal Deadline will be such other date and time as so extended.	Holders may withdraw tendered Notes and revoke delivered Consents at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law.
Early Acceptance Date	If we so elect, a time following the Consent Payment Deadline, but at or prior to the Expiration Time. If we elect to exercise the early purchase option with regard to the Tender Offer, we expect the Early Acceptance Date to be promptly following the Consent Payment Deadline, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived.	Subject to the terms and conditions of the Tender Offer, if we so elect, the time following the Consent Payment Deadline, but at or prior to the Expiration Time, when we accept for purchase all Notes validly tendered at or prior to the Early Acceptance Date and not validly withdrawn at or prior to the Withdrawal Deadline. If we do not elect to exercise the early purchase option, then all Notes will be accepted for purchase on the Final Acceptance Date, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived.

Date	Calendar Date and Time	Event
Early Payment Date.....	Promptly following the Early Acceptance Date, if any.	We will deposit with the Depository or, upon the Depository’s instructions, The Depository Trust Company (“DTC”) the amount necessary to pay the Total Consideration or the Tender Offer Consideration, as the case may be, and the accrued and unpaid interest for all Notes to be purchased on the Early Payment Date.
Expiration Time.....	11:59 p.m., New York City time, on March 21, 2011, unless the Tender Offer is extended or earlier terminated by us. In the case of extension, the Expiration Time will be such other date and time as so extended.	Holders must tender Notes and deliver Consents pursuant to the Tender Offer and the Consent Solicitation at or prior to the Expiration Time in order to be eligible to receive the Tender Offer Consideration. Holders tendering Notes after the Consent Payment Deadline and at or prior to the Expiration Time will not be eligible to receive the Consent Payment with respect to such Notes.
Final Acceptance Date.....	Subject to the satisfaction or waiver of the conditions to the Tender Offer and the Consent Solicitation, a time following the Expiration Time.	Subject to the terms and conditions of the Tender Offer and the Consent Solicitation, when we accept for purchase all Notes validly tendered at or prior to the Expiration Time and not validly withdrawn at or prior to the Withdrawal Deadline and not previously accepted for purchase pursuant to the Tender Offer.
Final Payment Date	We expect the Final Payment Date to be promptly following the Final Acceptance Date, if any.	We will deposit with the Depository or, upon the Depository’s instructions, DTC the amount necessary to pay the Total Consideration or Tender Offer Consideration, as the case may be, and the accrued and unpaid interest for all Notes to be purchased on the Final Payment Date.

TABLE OF CONTENTS

	<u>Page</u>
Important Information Regarding the Tender Offer and the Consent Solicitation	i
Important Dates.....	iii
Notice to Noteholders	vi
Where You Can Find More Information.....	vi
Certain Information Incorporated by Reference	vii
Forward-Looking Statements.....	vii
Summary	1
Certain Considerations.....	6
The Issuer.....	7
The Tender Offer and the Consent Solicitation	8
Procedures for Tendering Notes and Delivering Consents	10
Acceptance of Notes for Purchase; Payment for Notes and Consents.....	14
Withdrawal of Tenders; Revocation of Consents	15
Conditions to Consummation of the Tender Offer and the Consent Solicitation	17
Proposed Amendments	18
Material U.S. Federal Income Tax Consequences.....	19
The Dealer Managers and Solicitation Agents, the Information Agent and the Depositary.....	24
Miscellaneous	24

NOTICE TO NOTEHOLDERS

You should rely only upon the information contained or incorporated by reference in this Statement. We, the Dealer Managers and Solicitation Agents, the Information Agent, the Depositary and the Trustee have not authorized any other person to provide you with additional, different or inconsistent information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. Neither we nor the Dealer Managers are making an offer to purchase the Notes in any jurisdiction where the offer or purchase is not permitted. You should assume that the information appearing in this Statement is accurate only as of the date on the front cover page. Our business, financial condition, results of operations and prospects may have changed since that date.

This Statement is based upon information provided by us and other sources that we believe are reliable. The Dealer Managers are not making any representation or warranty that this information is accurate or complete and are not responsible for this information. We have summarized certain documents and other information in a manner that we believe to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this Statement. In making a decision as to whether or not to participate in the Tender Offer and the Consent Solicitation, you must rely on your own examination of our business and the terms and conditions of the Tender Offer and the Consent Solicitation, as well as the Notes, including the merits and risks involved.

This Statement and the Letter of Transmittal do not constitute an offer to purchase or the solicitation of an offer to sell Notes, or a solicitation of Consents, in any jurisdiction in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Tender Offer or the Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and the Consent Solicitation shall be deemed to be made on our behalf by the Dealer Managers and Solicitation Agents or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Statement or the Letter of Transmittal nor any purchase of Notes shall, under any circumstances, create any implication that there has been no change in our or our affiliates' affairs since the date hereof, or that the information included or incorporated by reference herein is correct as of any time subsequent to the date hereof or thereof, respectively.

No person has been authorized to give any information or to make any representation with respect to the matters described in this Statement other than those contained or incorporated by reference in this Statement and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers and Solicitation Agents, the Information Agent, the Depositary or the Trustee.

THIS STATEMENT AND THE LETTER OF TRANSMITTAL HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY OTHER SECURITIES COMMISSION OR REGULATOR, NOR HAS THE SEC OR ANY SUCH SECURITIES COMMISSION OR REGULATOR PASSED UPON THE FAIRNESS OR MERITS OF THE TENDER OFFER OR THE CONSENT SOLICITATION OR UPON THE ACCURACY OR ADEQUACY OF THIS STATEMENT, THE LETTER OF TRANSMITTAL OR ANY OF THE OTHER DOCUMENTS DELIVERED HERewith. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements, information statements and other information with the SEC. Those filings are available to the public on the SEC's website at <http://www.sec.gov>. You may also read and copy the reports, proxy statements, information statements and other information that we file with the SEC at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330 (1-800-732-0330).

CERTAIN INFORMATION INCORPORATED BY REFERENCE

We incorporate by reference in this Statement the information contained in the documents listed below and all future filings made by us with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Statement and prior to the earlier of the Expiration Time and the termination or withdrawal of the Tender Offer and the Consent Solicitation; *provided, however*, that we are not incorporating any information that is furnished to rather than filed with the SEC in any Current Report on Form 8-K:

- our Annual Report on Form 10-K for the year ended December 31, 2010, filed with the SEC on February 22, 2011.

The documents incorporated by reference are considered part of this Statement. We are disclosing important information to you by referring you to those documents. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Statement to the extent that a statement contained herein or in any subsequently filed document that is also incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified, to constitute a part of this Statement.

We will provide, without charge, to each person (including any beneficial owner) to whom a copy of this Statement is delivered, upon the written or oral request of such person, a copy of any or all of the information that has been incorporated by reference in this Statement, but not delivered with this Statement, or a copy of the Indenture. Requests for copies should be directed to:

Investor Relations
Deluxe Corporation
3680 Victoria Street North
Shoreview, Minnesota 55126-2966
(651) 787-1068

FORWARD-LOOKING STATEMENTS

This Statement 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, and Section 21E of the Exchange Act. When we use the words or phrases “should result,” “believe,” “intend,” “plan,” “are expected to,” “targeted,” “will continue,” “will approximate,” “is anticipated,” “estimate,” “project” or similar expressions in this Statement 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 Statement 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 our Annual Report on Form 10-K for the year ended December 31, 2010, which is 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 Statement. 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 Statement, 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.

SUMMARY

We are providing the following summary for your convenience. The following summary highlights selected information from this Statement and may not contain all of the information that is important to you. For a more complete understanding of the Tender Offer and the Consent Solicitation, we encourage you to read this entire document, including the documents incorporated by reference herein, the Letter of Transmittal and any other documents to which we may refer you.

Offeror	Deluxe Corporation
Issuer	Deluxe Corporation
The Notes.....	5.00% Senior Notes due 2012, of which approximately \$280.3 million aggregate principal amount is outstanding as of the date hereof.
Purpose of the Tender Offer and the Consent Solicitation.....	The principal purpose of the Tender Offer and the Consent Solicitation is to acquire all of the outstanding Notes and to obtain Consents to authorize the Proposed Amendments. See “The Tender Offer and the Consent Solicitation—Purpose of the Tender Offer and the Consent Solicitation.”
The Tender Offer	We are offering to purchase for cash, on the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, any and all of the outstanding Notes validly tendered at or prior to the Expiration Time, and not validly withdrawn at or prior to the Withdrawal Deadline. Holders may not tender their Notes without delivering their Consents pursuant to the Consent Solicitation and may not deliver their Consents without tendering their Notes pursuant to the Tender Offer. See “The Tender Offer and the Consent Solicitation.”
Consent Solicitation.....	We are soliciting, on the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, Consents from the Holders to the Proposed Amendments. Each Holder that validly Consents to the Proposed Amendments by tendering Notes at or prior to the Consent Payment Deadline, and does not validly revoke such Consent at or prior to the Withdrawal Deadline, will be eligible to receive the Consent Payment. Holders that tender Notes after the Consent Payment Deadline and at or prior to the Expiration Time will not be eligible to receive the Consent Payment. Holders may not tender their Notes without delivering their Consents pursuant to the Consent Solicitation and may not deliver their Consents without tendering their Notes pursuant to the Tender Offer. See “The Tender Offer and the Consent Solicitation.”
Total Consideration	The Total Consideration for each \$1,000 principal amount of Notes validly tendered at or prior to the Consent Payment Deadline, not validly withdrawn at or prior to the Withdrawal Deadline and accepted for purchase will be \$1,045. The Total Consideration includes a Consent Payment of \$30 per \$1,000 principal amount of Notes.
Consent Payment.....	If you validly tender your Notes at or prior to the Consent Payment Deadline, you do not validly withdraw your tendered Notes at or prior to the Withdrawal Deadline and your Notes are accepted for purchase, you will be entitled to a Consent Payment equal to \$30 per \$1,000 principal amount of Notes, which amount is included in the Total Consideration.

Tender Offer Consideration.....	If you validly tender your Notes after the Consent Payment Deadline and at or prior to the Expiration Time and your Notes are accepted for purchase, you will receive the Tender Offer Consideration of \$1,015 per \$1,000 principal amount of Notes only and will not be entitled to receive the Consent Payment.
Accrued Interest.....	In addition to the Total Consideration or the Tender Offer Consideration, as applicable, Holders whose Notes are accepted for purchase will be paid accrued and unpaid interest from the most recent interest payment date to, but not including, the applicable Payment Date. No interest will be payable because of any delay by the Depository or DTC in the transmission of funds to Holders.
Consent Payment Deadline.....	The Consent Payment Deadline for the Consent Solicitation will be 5:00 p.m., New York City time, on March 7, 2011, unless the Consent Solicitation is extended or earlier terminated. Holders must tender Notes and deliver Consents at or prior to the Consent Payment Deadline in order to be eligible to receive the Total Consideration, which includes the Consent Payment.
Expiration Time.....	The Tender Offer will expire at 11:59 p.m., New York City time, on March 21, 2011, unless the Tender Offer is extended or earlier terminated.
Early Acceptance of Tendered Notes and Payment	If we elect to exercise the early purchase option with regard to the Tender Offer, we expect the Early Acceptance Date to be promptly following the Consent Payment Deadline, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived. If we so elect, on the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, we will pay for Notes validly tendered at or prior to the Early Acceptance Date on the Early Payment Date, which is expected to be promptly following the Early Acceptance Date.
Final Acceptance of Tendered Notes and Payment	We expect the Final Acceptance Date to be promptly following the Expiration Time, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived. On the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, we will pay for Notes validly tendered pursuant to the Tender Offer at or prior to the Expiration Time (or if we exercised our early purchase option described above, all Notes validly tendered after the Early Acceptance Date and at or prior to the Expiration Time) on the Final Payment Date, which is expected to be promptly following the Final Acceptance Date.
Required Consents.....	Consents of Holders of at least a majority in principal amount of the outstanding Notes are required to authorize the Proposed Amendments. As of the date of this Statement, the outstanding aggregate principal amount of Notes is approximately \$280.3 million.
Proposed Amendments	The Proposed Amendments provide for, among other things, the elimination of substantially all of the restrictive covenants contained in the Indenture. See “Proposed Amendments—Proposed Amendments to the Indenture.”

Supplemental Indenture.....

If the Required Consents are obtained, we and the Trustee will execute the Supplemental Indenture, which will provide for the Proposed Amendments. Although the Supplemental Indenture will be effective immediately upon its execution and delivery, the Proposed Amendments will not become operative until the earlier of (1) the Early Acceptance Date and (2) the Final Acceptance Date. In the event that we do not accept the Notes tendered to us in the Tender Offer for any reason, the provisions contained in the Indenture will not be amended.

Conditions to the Tender Offer and the Consent Solicitation.....

Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Tender Offer, or to make any Consent Payment pursuant to the Consent Solicitation, is conditioned upon the satisfaction or, when applicable, waiver of the following conditions: (1) the Required Consent Condition; (2) the Supplemental Indenture Condition; (3) the Financing Condition; and (4) the General Conditions (as each of these terms is defined in “Conditions to Consummation of the Tender Offer and the Consent Solicitation”). See “Conditions to Consummation of the Tender Offer and the Consent Solicitation.”

We reserve the right, subject to applicable law, in our sole discretion, to waive any of the conditions of the Tender Offer or the Consent Solicitation, in whole or in part, at any time and from time to time; however, we may not effect the Proposed Amendments if we do not receive the Required Consents.

We also reserve the right, subject to applicable law, in our sole discretion, to (i) extend, terminate or withdraw the Tender Offer or the Consent Solicitation at any time or (ii) otherwise amend the Tender Offer or the Consent Solicitation in any respect.

Procedures for Tendering Notes and Delivering Consents

If you wish to tender your Notes and deliver your Consent, you must comply with the procedures described under “Procedures for Tendering Notes and Delivering Consents.” For further information, call the Dealer Managers and Solicitation Agents or the Information Agent at their respective telephone numbers set forth on the back cover page of this Statement or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.

Withdrawal Rights and Revocation of Consents

You may withdraw the tender of your Notes (and revoke the delivery of your Consent) at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law, by following the procedures described in this Statement. A valid withdrawal of your tendered Notes at or prior to the Withdrawal Deadline will constitute the valid revocation of your Consent. A valid revocation of your Consent at or prior to the Withdrawal Deadline will constitute the valid withdrawal of your tendered Notes. Tenders of Notes (and deliveries of Consents) may not be withdrawn or revoked after the Withdrawal Deadline, unless required by applicable law.

Extension of the Tender Offer and the Consent Solicitation.....

We reserve the right to extend the Tender Offer or the Consent Solicitation, the deadline for Holders to validly tender Notes and deliver Consents and be eligible to receive payment of the Total Consideration or the deadline for withdrawal of Notes or the revocation of Consents at any time, for any reason, subject to applicable law. Any extension of the Tender Offer, the Consent Solicitation, the deadline for Holders to validly tender Notes and deliver Consents and be eligible to receive payment of the Total Consideration or the deadline for withdrawal of Notes or the revocation of Consents will be followed by public announcement thereof at or prior to 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration of the Tender Offer or the Consent Solicitation, Consent Payment Deadline or Withdrawal Deadline, as applicable.

Termination of the Tender Offer and the Consent Solicitation.....

We expressly reserve the right, subject to applicable law, to terminate the Tender Offer or the Consent Solicitation and not accept for purchase any Notes pursuant to the Tender Offer. If the Tender Offer is terminated without any Notes being purchased, any Notes previously tendered will be returned promptly to the tendering Holders, and neither the Total Consideration nor the Tender Offer Consideration, as the case may be, will be paid or become payable.

Untendered Notes

Notes that are not validly tendered, or that are validly withdrawn at or prior to the Withdrawal Deadline and are not validly re-tendered at or prior to the Expiration Time, will remain outstanding and no Tender Offer Consideration or Consent Payment will be paid with respect to such Notes.

We reserve the right, in our sole discretion, from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer. Additionally, pursuant to the provisions of the Notes and the Indenture, we may elect to redeem or defease any Notes that are not tendered and accepted in the Tender Offer. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will pursue.

Source of Funds	We expect to use the net proceeds from the New Note Offering and funds drawn under our revolving credit facility to pay the consideration payable by us pursuant to the Tender Offer and the Consent Solicitation and the fees and expenses incurred by us in connection therewith. The Tender Offer and the Consent Solicitation are conditioned upon, among other things, the completion of the New Note Offering and the availability of funds under our revolving credit facility, as described under “Conditions to Consummation of the Tender Offer and the Consent Solicitation,” and no assurance can be given that the New Note Offering will be completed or that funds will be available under our revolving credit facility. In no event will the information contained in this Statement or the Letter of Transmittal regarding the New Notes constitute an offer to sell or a solicitation of any offer to buy any New Notes.
Tax Considerations	The receipt of the Tender Offer Consideration and any Consent Payment will generally be a taxable transaction for U.S. federal income tax purposes. See “Material U.S. Federal Income Tax Consequences.” However, you should consult your tax advisor about the tax consequences of the Tender Offer and the Consent Solicitation as they apply to your individual circumstances.
Dealer Managers; Solicitation Agents	J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC are serving as Dealer Managers for the Tender Offer and Solicitation Agents for the Consent Solicitation. You may contact the Dealer Managers and Solicitation Agents with any questions about the Tender Offer or the Consent Solicitation at their respective addresses and telephone numbers set forth on the back cover page of this Statement. Beneficial owners may also contact their custodian for assistance concerning the Tender Offer or the Consent Solicitation.
Information Agent	Georgeson Inc. is acting as the Information Agent for the Tender Offer and the Consent Solicitation. You may contact the Information Agent with any questions regarding the procedures for tendering Notes and delivering Consents and to request additional copies of this Statement, the Letter of Transmittal or any other document relating to the Tender Offer or the Consent Solicitation at its address and telephone number set forth on the back cover page of this Statement. Beneficial owners may also contact their custodian for assistance concerning the Tender Offer or the Consent Solicitation.
Depository.....	Wells Fargo Bank, National Association is acting as the Depository for the Tender Offer and the Consent Solicitation.

CERTAIN CONSIDERATIONS

You should carefully consider the risks and uncertainties described below and the other information included in this Statement, including the information that is incorporated by reference herein, and the Letter of Transmittal before you decide whether to tender your Notes in the Tender Offer and consent to the Proposed Amendments in the Consent Solicitation.

Limited Trading Market

The Notes are not listed on any securities exchange. To the extent that fewer than all of the Notes are tendered and accepted in the Tender Offer, the trading market for the Notes may become significantly more limited. In addition, we reserve the right, in our sole discretion, from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer. Additionally, pursuant to the provisions of the Notes and the Indenture, we may elect to redeem or defease any Notes that are not tendered and accepted in the Tender Offer. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will pursue. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, market prices for Notes that are not tendered and accepted in the Tender Offer may be adversely affected to the extent that the principal amount of Notes purchased by us pursuant to the Tender Offer, or otherwise, reduces the float. The reduced float may also tend to make market prices more volatile. Holders of Notes not tendered and accepted in the Tender Offer may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that any trading market for the Notes will exist or be sustained following the consummation of the Tender Offer. The extent of the public market for the Notes following the consummation of the Tender Offer will depend upon, among other things, the remaining outstanding principal amount of Notes after the Tender Offer, the number of beneficial owners remaining at such time, the interest in maintaining a market in the Notes on the part of securities firms and other factors.

Effect of the Proposed Amendments on Unpurchased Notes

If the Proposed Amendments become operative with respect to the Notes, Holders whose Notes are not purchased pursuant to the Tender Offer for any reason will no longer be entitled to the benefits of certain covenants that are contained in the Indenture. The Proposed Amendments will delete substantially all of the Indenture’s restrictive covenants. The elimination of these restrictive covenants would permit us to take actions that could increase the credit risks faced by the Holders of any remaining Notes, adversely affect the market price of the remaining Notes and otherwise be materially adverse to the interests of the Holders of the remaining Notes. See “Proposed Amendments—Proposed Amendments to the Indenture” and “Material U.S. Federal Income Tax Consequences.”

The Proposed Amendments will not relieve us from our obligation to make scheduled payments of principal and accrued interest on the Notes not purchased pursuant to the Tender Offer in accordance with the terms of the Indenture as currently in effect.

Conditions to the Tender Offer and the Consent Solicitation

Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Tender Offer, or to make any Consent Payment pursuant to the Consent Solicitation, is conditioned upon the satisfaction of the following conditions: (1) the Required Consent Condition; (2) the Supplemental Indenture Condition; (3) the Financing Condition; and (4) the General Conditions (as each of these terms is defined in “Conditions to Consummation of the Tender Offer and the Consent Solicitation”), although we may waive certain of these conditions in our sole discretion. See “Conditions to Consummation of the Tender Offer and the Consent Solicitation.” There can be no assurance that such conditions will be met.

Consent Payment

On the applicable Payment Date, we will pay each tendering Holder that validly consented to the Proposed Amendments at or prior to the Consent Payment Deadline, as part of the Total Consideration, a Consent Payment. The Consent Payment Deadline will occur prior to the Expiration Time. If a Holder's Notes are not validly tendered and the corresponding Consents are not validly delivered pursuant to the Tender Offer and the Consent Solicitation at or prior to the Consent Payment Deadline, or such Holder's Notes are validly withdrawn at or prior to the Withdrawal Deadline and not validly re-tendered at or prior to the Consent Payment Deadline, such Holder will not receive the Consent Payment even though, assuming the Required Consents are obtained and the Supplemental Indenture is executed, the Proposed Amendments will become operative as to each of such Holder's Notes that are not purchased in the Tender Offer. In addition, each Holder who validly tenders Notes, and thereby validly consents to the Proposed Amendments, after the Consent Payment Deadline and at or prior to the Expiration Time will receive the Tender Offer Consideration, but will not receive the Consent Payment even though such Holder delivered its Consent.

Limited Ability to Withdraw Tendered Notes

Tenders of Notes made prior to the Withdrawal Deadline may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law. Notes tendered after the Withdrawal Deadline may not be withdrawn, unless required by applicable law. Payment of the Total Consideration or the Tender Offer Consideration, as applicable, will not be made prior to the Early Acceptance Date or the Final Acceptance Date, as applicable, the occurrence of which is dependent upon the satisfaction or waiver of the conditions to the Tender Offer and the Consent Solicitation. See "Conditions to Consummation of the Tender Offer and the Consent Solicitation." In addition, we may, in our sole discretion, subject to applicable law, extend the Expiration Time. Therefore, Holders that tender Notes at or prior to the Withdrawal Deadline could be forced to wait for an extended period of time before receiving payment and may not have the ability to withdraw tendered Notes during that time. Similarly, Holders that tender Notes after the Withdrawal Deadline could be forced to wait for an extended period of time before receiving payment and will not have the ability to withdraw tendered Notes during that time, unless required by applicable.

Tax Considerations

See "Material U.S. Federal Income Tax Consequences" for a discussion of certain tax matters that should be considered in evaluating the Tender Offer and the Consent Solicitation.

THE ISSUER

We are a growth engine for small businesses and financial institutions. 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. 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. Our vision is to be the best at helping small businesses and financial institutions grow.

THE TENDER OFFER AND THE CONSENT SOLICITATION

Introduction

We hereby offer to purchase, on the terms and subject to the conditions set forth in this Statement and the accompanying Letter of Transmittal, any and all of the outstanding Notes validly tendered at or prior to the Expiration Time, and not validly withdrawn at or prior to the Withdrawal Deadline, for the cash consideration described below.

Purpose of the Tender Offer and the Consent Solicitation

The principal purpose of the Tender Offer and the Consent Solicitation is to acquire all of the outstanding Notes and to obtain Consents to authorize the elimination of substantially all of the restrictive covenants contained in the Indenture. See “Certain Considerations” and “Proposed Amendments—Proposed Amendments to the Indenture.”

Position Regarding the Tender Offer and the Consent Solicitation

None of the Company, the Dealer Managers and Solicitation Agents, the Information Agent, the Depository, the Trustee or any of their respective affiliates are making any recommendation as to whether any Holder should tender or refrain from tendering any or all of such Holder’s Notes, or whether any Holder should deliver or refrain from delivering any Consents with respect thereto. None of the Company, the Dealer Managers and Solicitation Agents, the Information Agent, the Depository, the Trustee or any of their respective affiliates have authorized any person to make any such recommendation. Each Holder must make, his, her or its own decision as to whether to tender Notes and deliver Consents and, if so, as to how many Notes to tender and Consents to deliver. Holders are urged to review carefully all of the information contained or incorporated by reference in this Statement and the Letter of Transmittal and consult their own investment and tax advisors before making a decision as to whether to tender Notes and deliver Consents.

Total Consideration and Tender Offer Consideration

Holders that tender their Notes at or prior to the Consent Payment Deadline and that do not withdraw their Notes at or prior to the Withdrawal Deadline will be eligible to receive the Total Consideration of \$1,045 for each \$1,000 principal amount of Notes accepted for purchase pursuant to the Tender Offer. The Total Consideration includes a Consent Payment of \$30 per \$1,000 principal amount of Notes payable only to Holders that tender their Notes and validly deliver their Consents at or prior to the Consent Payment Deadline. Holders validly tendering Notes and delivering Consents after the Consent Payment Deadline and at or prior to the Expiration Time will be eligible to receive only the Tender Offer Consideration of \$1,015 for each \$1,000 principal amount of Notes accepted for purchase pursuant to the Tender Offer, which is an amount equal to the Total Consideration less the Consent Payment. In addition, Holders whose Notes are accepted for purchase pursuant to the Tender Offer will receive accrued and unpaid interest in respect of such Notes from the most recent interest payment date to, but not including, the applicable Payment Date. Our obligation to accept for purchase Notes that are tendered pursuant to the Tender Offer is subject to the conditions described below under “Conditions to Consummation of the Tender Offer and the Consent Solicitation.”

Consent Payment

In conjunction with the Tender Offer, we are soliciting, on the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, Consents from Holders with respect to the Proposed Amendments to the Indenture, which provide for, among other things, the elimination of substantially all of the restrictive covenants contained in the Indenture. See “Proposed Amendments—Proposed Amendments to the Indenture.” The Proposed Amendments constitute a single proposal and a tendering and/or consenting Holder must consent to the Proposed Amendments in their entirety and may not consent selectively with respect to certain of the Proposed Amendments. The valid tender of Notes by a Holder pursuant to the Tender Offer will constitute the giving of Consent by such

Holder to the Proposed Amendments. Holders may not deliver their Consents without tendering their Notes pursuant to the Tender Offer.

If you validly tender your Notes at or prior to the Consent Payment Deadline, you do not validly withdraw your tendered Notes at or prior to the Withdrawal Deadline and your Notes are accepted for purchase, you will be entitled to a Consent Payment equal to \$30 per \$1,000 principal amount of Notes, which amount is included in the Total Consideration. However, if your Notes are not validly tendered and the corresponding Consents are not validly delivered pursuant to the Tender Offer and the Consent Solicitation at or prior to the Consent Payment Deadline, or your Notes are withdrawn at or prior to the Withdrawal Deadline and not validly re-tendered at or prior to the Consent Payment Deadline, you will not receive the Consent Payment even though, assuming the Required Consents are obtained and the Supplemental Indenture is executed, the Proposed Amendments will become operative as to each of your Notes that are not purchased in the Tender Offer.

Financing of the Tender Offer and the Consent Solicitation

The total amount of funds required to purchase all of the outstanding Notes pursuant to the Tender Offer, to make Consent Payments with respect to all of the Consents delivered in the Consent Solicitation, to pay all accrued and unpaid interest on purchased Notes and to pay all fees and expenses in connection with the Tender Offer and the Consent Solicitation is expected to be approximately \$297.0 million, assuming all of the outstanding Notes are validly tendered at or prior to the Consent Payment Deadline and not validly withdrawn at or prior to the Withdrawal Deadline and that payment for all tendered Notes is made on March 14, 2011. We expect to obtain these funds from the net proceeds of the New Note Offering and from funds drawn under our revolving credit facility. The Tender Offer and the Consent Solicitation are conditioned on, among other things, the completion of the New Note Offering. See “Conditions to Consummation of the Tender Offer and the Consent Solicitation.” In no event will the information contained in this Statement or the Letter of Transmittal regarding the New Notes constitute an offer to sell or a solicitation of any offer to buy any New Notes.

Expiration Time, Consent Payment Deadline and Withdrawal Deadline; Extensions; Amendments; Termination

The Tender Offer will expire at 11:59 p.m., New York City time, on March 21, 2011, unless extended or earlier terminated. The deadline for Holders to validly tender Notes and deliver Consents and be eligible to receive payment of the Total Consideration pursuant to the Tender Offer and the Consent Solicitation is 5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated. The deadline for withdrawal of Notes or the revocation of Consents is 5:00 p.m., New York City time, on March 7, 2011, unless extended or earlier terminated. We reserve the right to extend the Tender Offer or the Consent Solicitation, the deadline for Holders to validly tender Notes and deliver Consents and be eligible to receive payment of the Total Consideration or the deadline for withdrawal of Notes or the revocation of Consents for such period or periods as we may determine from time to time, in our sole discretion, by giving oral (to be confirmed in writing) or written notice of such extension to the Depository and by making a public announcement by press release at or prior to 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration of the Tender Offer or the Consent Solicitation, Consent Payment Deadline or Withdrawal Deadline, as applicable. During any extension of the Tender Offer, all Notes validly tendered and not accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by us. During any extension of the Consent Solicitation, all validly delivered Consents will remain effective, unless validly revoked at or prior to the extended Withdrawal Deadline.

To the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time, (1) to waive any condition to the Tender Offer or the Consent Solicitation, (2) to amend any of the terms of the Tender Offer or the Consent Solicitation or (3) to modify the Tender Offer Consideration or the Consent Payment, provided that in the event we modify the Tender Offer Consideration, the Tender Offer will be extended, if necessary, such that the Expiration Time is at least 10 business days from the date of such modification. Any waiver, amendment or modification of the Tender Offer or the Consent Solicitation will apply to all Notes tendered pursuant to the Tender Offer. If we make a material change in the terms of the Tender Offer or waive a material condition of the Tender Offer, we will give oral (to be confirmed in writing) or written notice of such material change or waiver to the Depository and will disseminate additional offer documents and extend the Tender

Offer to the extent required by applicable law or regulation. If the Consent Solicitation is amended in a manner determined by us to constitute a material change to Holders, we will promptly give oral (to be confirmed in writing) or written notice of such amendment to the Depository, disseminate additional Consent Solicitation materials and, if necessary, extend the Consent Solicitation for a period that we deem to be adequate to permit Holders to deliver or revoke their Consents.

To the extent we are legally permitted to do so, we also expressly reserve the absolute right, in our sole discretion, at any time, to terminate or withdraw the Tender Offer or the Consent Solicitation. In the event that the Tender Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed, no Tender Offer Consideration or Consent Payment will be paid or become payable, all Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders, all Consents will be rescinded, to the extent the Supplemental Indenture has been executed, it will not become operative and the provisions contained in the Indenture will not be amended.

Supplemental Indenture

If the Required Consents are obtained, we and the Trustee will execute the Supplemental Indenture, which will provide for the Proposed Amendments. Although the Supplemental Indenture will be effective immediately upon its execution and delivery, the Proposed Amendments will not become operative until the earlier of (1) the Early Acceptance Date and (2) the Final Acceptance Date. In the event that we do not accept the Notes tendered to us in the Tender Offer for any reason, the provisions contained in the Indenture will not be amended.

If the Required Consents are obtained, the Proposed Amendments will become operative and be binding on all non-tendering Holders of Notes on the earlier of (1) the Early Acceptance Date and (2) the Final Acceptance Date. THE ADOPTION OF THE PROPOSED AMENDMENTS MAY HAVE ADVERSE CONSEQUENCES FOR HOLDERS THAT ELECT NOT TO TENDER NOTES IN THE TENDER OFFER. See “Certain Considerations.”

No Appraisal or Similar Rights

Neither the Indenture nor applicable law gives any Holder any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer or the Consent Solicitation.

PROCEDURES FOR TENDERING NOTES AND DELIVERING CONSENTS

General

For a Holder to be eligible to receive either the Total Consideration or the Tender Offer Consideration, as the case may be, the Holder must validly tender its Notes pursuant to the Tender Offer at or prior to the Consent Payment Deadline or the Expiration Time, as the case may be, and not withdraw those Notes at or prior to the Withdrawal Deadline. The tender of Notes pursuant to the Tender Offer and in accordance with the procedures described below will constitute the delivery of a Consent with respect to such Notes tendered. Holders may not deliver Consents without validly tendering their Notes pursuant to the Tender Offer.

The method of delivery of Notes, Consents, Letters of Transmittal, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance of an Agent’s Message (as defined below) transmitted through DTC’s Automated Tender Offer Program (“ATOP”), is at the election and risk of the person tendering Notes and delivering Consents and the Letter of Transmittal or transmitting an Agent’s Message, and, except as otherwise provided in the Letter of Transmittal, delivery will be considered made only when actually received by the Depository. If delivery is by mail, we suggest that the Holder use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed for all documents to reach the Depository.

Tenders of Notes and delivery of Consents pursuant to the Tender Offer and the Consent Solicitation will be accepted only in principal amounts equal to \$1,000 or any integral multiple thereof.

Tender of Notes, Binding Agreement

The tender of Notes by a Holder, pursuant to the procedures set forth below, and the subsequent acceptance of that tender by us, will constitute a binding agreement between that Holder and us in accordance with the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

Delivery of Consents

Only registered Holders of the Notes are entitled to deliver Consents. The transfer of Notes on the register for the Notes will not have the effect of revoking any Consent previously given by the registered Holder of those Notes and that Consent will remain valid unless revoked by the person in whose name such Notes are then registered on the register for the Notes. Revocation will be effective only if the Depository receives the notice of revocation at or prior to the Withdrawal Deadline.

If your Notes either are not validly tendered at or prior to the Consent Payment Deadline, or are validly withdrawn at or prior to the Withdrawal Deadline and not validly re-tendered at or prior to the Consent Payment Deadline, you will not be eligible to receive a Consent Payment, even though the Proposed Amendments may be operative as to your Notes that are not purchased in the Tender Offer.

Tender of Notes Held in Physical Form

To validly tender, and deliver Consents with respect to, Notes held in physical form, a properly completed Letter of Transmittal (or a manually signed facsimile thereof), duly executed by the Holder of such Notes, together with any signature guarantees and any other documents required by the Letter of Transmittal, must be received by the Depository at its address set forth on the back cover page of this Statement, and a certificate or certificates representing such Notes must be received by the Depository at such address, at or prior to the Consent Payment Deadline or at or prior to the Expiration Time, as applicable. Letters of Transmittal and Notes should be sent only to the Depository and should not be sent to us, the Dealer Managers and Solicitation Agents, the Information Agent or the Trustee.

If the Notes are registered in the name of a person other than the signer of a Letter of Transmittal, then, in order to validly tender such Notes pursuant to the Tender Offer and deliver Consents pursuant to the Consent Solicitation, the Notes must be endorsed or accompanied by an appropriate written instrument or instruments of transfer signed exactly as the name(s) of the Holder(s) appear(s) on the Notes, with the signature(s) on the Notes or instruments of transfer guaranteed as provided below.

Tender of Notes Held Through a Custodian

Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes and deliver Consents should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes and deliver Consents on such beneficial owner's behalf.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Tender Offer and the Consent Solicitation. Accordingly, beneficial owners wishing to participate in the Tender Offer and the Consent Solicitation should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such beneficial owner must take action in order to participate in the Tender Offer and the Consent Solicitation.

Tender of Notes Held Through DTC

To validly tender, and deliver Consents with respect to, Notes that are held through DTC, DTC participants should either (1) properly complete and duly execute the Letter of Transmittal (or a manually signed facsimile thereof), together with any other documents required by the Letter of Transmittal, and mail or deliver the Letter of

Transmittal and such other documents to the Depository or (2) electronically transmit their acceptance through ATOP (and thereby tender Notes and deliver Consents), for which the Tender Offer and the Consent Solicitation will be eligible. Upon receipt of a Holder's acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent's Message to the Depository for its acceptance. Delivery of tendered Notes held through DTC must be made to the Depository pursuant to the book-entry delivery procedures set forth below. **It is not necessary for Holders tendering Notes using ATOP to deliver a Letter of Transmittal in relation to such tender.**

Except as provided below, unless the Notes being tendered pursuant to the Tender Offer are deposited with the Depository at or prior to the Expiration Time (accompanied by a properly completed and duly executed Letter of Transmittal, or a manually signed facsimile thereof, or a properly transmitted Agent's Message, and all other required documents), we may, at our option, reject such tender.

Book-Entry Delivery Procedures

The Depository will establish an account with respect to the Notes at DTC for purposes of the Tender Offer and the Consent Solicitation within two business days after the date of this Statement, and any financial institution that is a participant in DTC may make book-entry delivery of the Notes by causing DTC to transfer such Notes into the Depository's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Depository's account at DTC, the Letter of Transmittal, or a facsimile of that document, with any required signature guarantees, or an Agent's Message, and all other required documents, must, in any case, be transmitted to, and received by, the Depository at its address set forth on the back cover page of this Statement at or prior to the Consent Payment Deadline in order for a Holder to be eligible to receive the Total Consideration with respect to such Notes, or at or prior to the Expiration Time in order for a Holder to be eligible to receive the Tender Offer Consideration with respect to such Notes. **Delivery of documents to DTC does not constitute delivery to the Depository.** The confirmation of a book-entry transfer into the Depository's account at DTC, as described above, is referred to in this Statement as a "*Book-Entry Confirmation*."

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Depository and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the DTC participant tendering the Notes and that the DTC participant has received the Letter of Transmittal, that the DTC participant agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against the DTC participant.

Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.

Signature Guarantees

Signatures on all Letters of Transmittal must be guaranteed by a recognized participant in good standing in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (each, a "*Medallion Signature Guarantor*"), unless the Notes tendered thereby are tendered:

- (1) by a registered Holder of Notes (or by a DTC participant whose name appears on a security position listing as the owner of those Notes) that has not completed the box entitled "Special Delivery Instructions" or the box entitled "Special Payment or Issuance Instructions" on the Letter of Transmittal; or
- (2) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to in this Statement as an "*Eligible Institution*").

If the Notes are registered in the name of a person other than the signer of the Letter of Transmittal or if Notes not accepted for purchase or not tendered are to be returned to a person other than the registered Holder, then the signatures on the Letters of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above.

Effect of a Letter of Transmittal

By executing a Letter of Transmittal (or by tendering Notes through a Book-Entry Confirmation), and subject to and effective upon acceptance for purchase of, and payment of, the Notes tendered therewith, a tendering Holder: (1) represents, warrants and agrees that such tendering Holder has received and read copies of this Statement and the Letter of Transmittal, understands and agrees to be bound by all the terms and conditions of the Tender Offer and has full power and authority to tender such tendering Holder's Notes; (2) irrevocably sells, assigns and transfers to or upon our order all right, title and interest in and to all the Notes tendered thereby and represents and warrants that when such tendered Notes are accepted for purchase by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right; (3) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture); (4) releases and discharges us from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes; (5) upon our request or the request of the Depository, as applicable, agrees to execute and deliver any additional documents necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby; and (6) irrevocably constitutes and appoints the Depository as the true and lawful agent and attorney-in-fact of such Holder with respect to any such tendered Notes, with full power of substitution and re-substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver a certificate or certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to us, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depository will have no right to, or control over, funds from us, except as agent for the tendering Holders, for the Total Consideration or the Tender Offer Consideration, as applicable, and accrued and unpaid interest, for any tendered Notes that are purchased by us), all in accordance with the terms and subject to the conditions of the Tender Offer and the Consent Solicitation, as described in this Statement and the Letter of Transmittal.

By executing a Letter of Transmittal (or transmission of an Agent's Message), a Holder makes and provides written Consent, with respect to the principal amount of Notes tendered thereby, to the Proposed Amendments and to the execution and delivery of the Supplemental Indenture. A Holder also: (1) represents, warrants and agrees that the Holder has received and read copies of this Statement and the Letter of Transmittal, understands and agrees to be bound by all the terms and conditions of the Consent Solicitation and has full power and authority to deliver Consents in respect of the Holder's Notes tendered hereby; and (2) upon our request or the request of the Depository, as applicable, agrees to execute and deliver any additional documents necessary or desirable to perfect the Holder's Consent to the Proposed Amendments or to complete the execution of the Supplemental Indenture.

Guaranteed Delivery

We have not provided for the tender of Notes by guaranteed delivery in connection with the Tender Offer. Holders must tender their Notes in accordance with the procedures set forth in this Statement.

Mutilated, Lost, Stolen or Destroyed Certificates

If a Holder desires to tender Notes pursuant to the Tender Offer and deliver Consents pursuant to the Consent Solicitation, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact Wells Fargo Bank Minnesota, N.A. (formerly Norwest Bank Minnesota, National Association), as Trustee under the Indenture, to receive information about the procedures for obtaining replacement certificates for those Notes.

Other Matters

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes or delivered Consents pursuant to any of the procedures described above will be determined by us, in our sole discretion (which determination shall be final and binding). Alternative, conditional or contingent tenders or Consents will not be considered valid. We reserve the absolute right to reject any or all tenders of any Notes or deliveries of any Consents determined by us not to be in proper form or, in the case of Notes, if the acceptance or payment for such Notes may, in our opinion, be unlawful. We also reserve the absolute right, in our sole discretion, to waive any of the conditions of the Tender Offer or any defect or irregularity in any tender with respect to Notes or delivery with respect to any Consent of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. Our interpretation of the terms and conditions of the Tender Offer and the Consent Solicitation (including the Letter of Transmittal and the instructions thereto) shall be final and binding. Any defect or irregularity in connection with tenders of Notes or deliveries of Consents must be cured within such time as we determine, unless waived by us. Tenders of Notes and deliveries of Consents will not be considered to have been made until all defects and irregularities have been waived by us or cured. None of the Company, the Dealer Managers and Solicitation Agents, the Depository, the Information Agent, the Trustee, DTC or any other person will be under any duty to give notification of any defects or irregularities in tenders of Notes or deliveries of Consents or will incur any liability for failure to give any such notification. If we waive our right to reject a defective tender of Notes, the Holder will be entitled to the Tender Offer Consideration and, if applicable, the Consent Payment.

ACCEPTANCE OF NOTES FOR PURCHASE; PAYMENT FOR NOTES AND CONSENTS

If we elect to exercise the early purchase option, we expect the Early Acceptance Date to be promptly after the Consent Payment Deadline, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived. We expect the Final Acceptance Date to be promptly after the Expiration Time, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived.

We reserve the right, in our sole discretion:

- to delay acceptance for purchase of Notes tendered pursuant to the Tender Offer or the payment of Notes accepted for purchase pursuant to the Tender Offer, subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of Holders promptly after the termination or withdrawal of the Tender Offer; and
- to terminate or withdraw the Tender Offer at any time and not accept for purchase any Notes.

In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer, and payment for Consents pursuant to the Consent Solicitation, will be made only after timely receipt by the Depository of:

- (1) a certificate or certificates representing the Notes tendered pursuant to the Tender Offer or confirmation of a book-entry transfer of the Notes into the Depository's account at DTC pursuant to the procedures set forth under "Procedures for Tendering Notes and Delivering Consents";
- (2) a properly completed and duly executed Letter of Transmittal, a manually signed facsimile of that document or a properly transmitted Agent's Message; and
- (3) all necessary signature guarantees and any other documents required by the Letter of Transmittal.

For purposes of the Tender Offer, we will be considered to have accepted for purchase validly tendered Notes, or defectively tendered Notes as to which we have waived the defects, if, as and when we give oral notice (to be promptly confirmed in writing) or written notice of acceptance to the Depository. Upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation, payment for Notes accepted for purchase in the Tender Offer, and for Consents validly delivered pursuant to the Consent Solicitation, will be made by us by deposit with the Depository (or upon its instructions, DTC), which will act as agent for the tendering and consenting Holders for the purpose of receiving the Tender Offer Consideration and the Consent Payments and transmitting such monies

to the appropriate Holders. We will not be responsible for any mistakes or delays made by the Depository or DTC in distributing the Tender Offer Consideration or the Consent Payments.

If, for any reason, acceptance for purchase or payment of Notes validly tendered pursuant to the Tender Offer, or payment for validly delivered Consents pursuant to the Consent Solicitation, is delayed or we are unable to accept for purchase or pay for validly tendered Notes pursuant to the Tender Offer, or validly delivered Consents pursuant to the Consent Solicitation, then, without prejudice to our rights under “The Tender Offer and the Consent Solicitation—Expiration Time, Consent Payment Deadline and Withdrawal Deadline; Extensions; Amendments; Termination,” “Conditions to Consummation of the Tender Offer and the Consent Solicitation” and “Withdrawal of Tenders; Revocation of Consents,” but subject to Rule 14e-1 under the Exchange Act, the Depository may, nevertheless, on our behalf, retain tendered Notes and delivered Consents, and such Notes may not be withdrawn and the Consents may not be revoked.

Notwithstanding anything to the contrary contained herein, in no event will any Consent Payments be payable if Notes are not purchased pursuant to the Tender Offer.

If any tendered Notes are not accepted for purchase for any reason pursuant to the Tender Offer, or if a certificate or certificates are submitted evidencing more Notes than those which are tendered, a certificate or certificates evidencing unpurchased Notes will be returned, without expense, to the tendering Holder (or, in the case of Notes tendered by book-entry transfer into the Depository’s account at DTC pursuant to the procedures set forth under “Procedures for Tendering Notes and Delivering Consents—Book-Entry Delivery Procedures,” such Notes will be credited to the account maintained at DTC from which such Notes were delivered), unless otherwise requested by such Holder under “Special Delivery Instructions” in the Letter of Transmittal, promptly following each date on which Notes are accepted for purchase and the date of termination of the Tender Offer.

Holders whose Notes are accepted for purchase pursuant to the Tender Offer will receive accrued and unpaid interest in respect of such Notes from the most recent interest payment date to, but not including, the applicable Payment Date. We will not be responsible for any mistakes or delays made by the Depository or DTC in distributing the accrued and unpaid interest and no additional interest will be payable because of any mistake or delay by the Depository or DTC in the transmission of funds to Holders.

Holders that tender Notes purchased in the Tender Offer will not be obligated to pay transfer taxes with respect to the purchase of such Notes, unless the box entitled “Special Payment or Issuance Instructions” or the box entitled “Special Delivery Instructions” in the Letter of Transmittal submitted by the tendering Holder has been completed, as described in the instructions to the Letter of Transmittal.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our affiliates, the right to purchase any Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer and the Consent Solicitation or prejudice the rights of tendering Holders to receive the Tender Offer Consideration or the Total Consideration, as applicable, pursuant to the Tender Offer and the Consent Solicitation.

WITHDRAWAL OF TENDERS; REVOCATION OF CONSENTS

You may withdraw the tender of your Notes (and revoke the delivery of your Consent) at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law. A valid withdrawal of your tendered Notes at or prior to the Withdrawal Deadline will constitute the valid revocation of your Consent and a valid revocation of your Consent at or prior to the Withdrawal Deadline will constitute the valid withdrawal of your tendered Notes. Tenders of Notes, and deliveries of Consents, may not be withdrawn or revoked after the Withdrawal Deadline, unless required by applicable law.

In order to withdraw outstanding Notes that you have tendered for purchase (and concurrently revoke your Consent), a written, telegraphic or facsimile transmission of a notice of withdrawal or a Request Message (as defined below) must be received by the Depository at its address set forth on the back cover page of this Statement at or prior to the Withdrawal Deadline.

Any notice of withdrawal must:

- (1) specify the name of the Holder of the Notes to be withdrawn;
- (2) contain a description of the Notes to be withdrawn, the certificate number or numbers shown on the particular certificate or certificates representing such Notes (or, in the case of Notes tendered by book-entry transfer, the number of the account at DTC from which such Notes were tendered and the name and number of the account at DTC to be credited with the Notes to be withdrawn) and the principal amount of such Notes; and
- (3) be signed (other than a notice submitted using the ATOP procedures) by the registered Holder of the Notes 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 register the transfer of the Notes into the name of the person withdrawing such Notes.

The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless the Notes have been tendered for the account of an Eligible Institution.

In lieu of submitting a written, telegraphic or facsimile transmission notice of withdrawal, DTC participants may electronically transmit a request for withdrawal to DTC. DTC will then edit the request and send a request message (a "*Request Message*") to the Depository. If the Notes to be withdrawn have been delivered or otherwise identified to the Depository, a Request Message or a signed notice of withdrawal is effective upon transmission of such Request Message or written, telegraphic or facsimile notice of withdrawal, even if physical release is not yet effected.

Any Notes that are validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer. Withdrawn Notes may be re-tendered (and Consents given) at any time at or prior to the Expiration Time, by following one of the procedures described under "Procedures for Tendering Notes and Delivering Consents"; however, if you re-tender withdrawn Notes after the Consent Payment Deadline, you will not be entitled to the Consent Payment.

Holders may not withdraw their Notes without revoking their Consents pursuant to the Consent Solicitation and may not revoke their Consents without withdrawing their Notes pursuant to the Tender Offer. A Holder that validly withdraws previously tendered Notes at or prior to the Withdrawal Deadline and does not re-tender such Holder's previously tendered Notes at or prior to the Expiration Time will not receive the Tender Offer Consideration or the Consent Payment. A withdrawal of your tendered Notes (and the concurrent revocation of your Consent) may only be accomplished in accordance with the procedures described in this Statement and the Letter of Transmittal. Any withdrawal of previously tendered Notes otherwise than in accordance with the procedures described herein will not constitute a proper withdrawal of your Notes or revocation of your Consent.

All questions as to the validity, including time of receipt, of notices of withdrawal and revocations of Consent will be determined by us, in our sole discretion, and our determination will be final and binding. None of the Company, the Dealer Managers and Solicitation Agents, the Information Agent, the Depository, the Trustee or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or revocation of Consent, or incur any liability for failure to give such notification. We reserve the right to contest the validity of any withdrawal or revocation.

Subject to applicable law, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes validly tendered pursuant to the Tender Offer is delayed (whether prior to or after our acceptance for purchase of the Notes), or we extend the Tender Offer or are unable to accept for purchase or pay for the Notes validly tendered pursuant to the Tender Offer, then, without prejudice to our rights set forth herein, we may instruct the Depository to retain tendered Notes, and those Notes may not be withdrawn, except to the extent that you are entitled to withdrawal rights as described above.

**CONDITIONS TO CONSUMMATION OF THE TENDER OFFER
AND THE CONSENT SOLICITATION**

Notwithstanding any other provision of the Tender Offer or the Consent Solicitation, and in addition to, and not in limitation of, our rights to extend or amend the Tender Offer and the Consent Solicitation, our obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer, or to make any Consent Payments, is subject to the satisfaction of the following conditions:

- (1) our having received the Required Consents (the “*Required Consent Condition*”);
- (2) the Supplemental Indenture having been executed and delivered by the parties thereto (the “*Supplemental Indenture Condition*”);
- (3) our receipt of aggregate proceeds (before initial purchasers’ discounts and fees and other offering fees and expenses) from the New Note Offering, at or prior to the Early Payment Date or the Final Payment Date, as the case may be, of at least \$200.0 million on terms satisfactory to us and the availability of sufficient funds under our revolving credit facility, at or prior to the Early Payment Date or the Final Payment Date, as the case may be, of the balance necessary to purchase any Notes accepted for purchase at the Early Acceptance Date or the Final Acceptance Date, as the case may be (the “*Financing Condition*”); and
- (4) the General Conditions having been satisfied.

The “General Conditions” will not be considered to be satisfied if any of the following conditions occur:

- there has been threatened or instituted, or there is pending, any action, suit or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal, or by any other person, domestic, foreign or supranational, before any court, authority, agency or other tribunal that directly or indirectly:
 - challenges or seeks to make illegal, or to delay or otherwise directly or indirectly to restrain, prohibit or otherwise affect the making of, the Tender Offer and the Consent Solicitation, the acceptance for purchase of, or payment for, some or all of the Notes pursuant to the Tender Offer and the Consent Solicitation or otherwise relates in any manner to the Tender Offer or the Consent Solicitation; or
 - in our reasonable judgment, could materially and adversely affect our and our subsidiaries’ business, condition (financial or otherwise), assets, income, operations, prospects or share ownership, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of our business or the business of any of our subsidiaries; or
- any of the following has occurred:
 - the enactment of any law, regulation or court order that prohibits or delays the Tender Offer or the Consent Solicitation or that places material restrictions on the Tender Offer or the Consent Solicitation;
 - any general suspension of trading in, or limitation on prices for, securities on any U.S. national securities exchange or in the over-the-counter market;
 - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, whether or not mandatory;

- the commencement or escalation of a war, armed hostilities or other international or national calamity, including, but not limited to, an act of terrorism directly or indirectly involving the United States;
- any limitation, whether or not mandatory, by any governmental, regulatory or administrative agency or authority on, or any event that, in our reasonable judgment, could materially affect, the extension of credit by banks or other lending institutions in the United States;
- any decrease of more than 10% in the Dow Jones Industrial Average, the NYSE Composite Index, the Nasdaq Composite Index or the Standard and Poor's 500 Composite Index measured from the close of trading on February 18, 2011, any significant increase in the interest rate, distribution rate or other significant change in the terms for debt security offerings in the United States, or any changes in the general political, market, economic or financial conditions in the United States or abroad that could have, in our reasonable judgment, a material adverse effect on our and our subsidiaries' business, condition (financial or otherwise), assets, income, operations, prospects or share ownership, taken as a whole, or on the trading in the Notes, or the New Note Offering, or on the benefits of the Tender Offer and the Consent Solicitation to us; in the case of any of the foregoing existing at the time of commencement of the Tender Offer and the Consent Solicitation, in our reasonable judgment, a material acceleration or worsening thereof; or
- any change or changes, or threatened change or changes, in our or our subsidiaries' business, condition (financial or otherwise), assets, income, operations, prospects or share ownership that, in our reasonable judgment, has or will have a material adverse effect on us and our subsidiaries, taken as a whole, or on the benefits of the Tender Offer and the Consent Solicitation to us.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such conditions, including any action or inaction by us. Our failure at any time to assert any of the foregoing conditions will not be considered a waiver of our right to assert such conditions, and our right to assert a condition is an ongoing right which we may assert at any time and from time to time. Our determination concerning any of the events described above will be final and binding upon all persons.

We reserve the right, subject to applicable law, in our sole discretion, to waive any of the conditions, in whole or in part, at any time and from time to time; however we may not effect the Proposed Amendments if we do not receive the Required Consents. If we waive a material condition to the Tender Offer, applicable law or regulation may require us to extend the Tender Offer. Any such extension would be made in accordance with the procedures set forth above under "The Tender Offer and the Consent Solicitation—Expiration Time, Consent Payment Deadline and Withdrawal Deadline; Extensions; Amendments; Termination."

If all of the foregoing conditions are satisfied or, as applicable, waived by us at or prior to the Early Acceptance Date, if any, all conditions to our obligation to accept for purchase, and to pay for, any Notes validly tendered after such Early Acceptance Date and at or prior to the Expiration Time will be deemed to have been satisfied or waived.

PROPOSED AMENDMENTS

Proposed Amendments to the Indenture

This section sets forth a brief description of the Proposed Amendments.

Deletion of Restrictive Covenants. The Proposed Amendments would eliminate the following restrictive covenants contained in the Indenture by deleting each section referenced below in its entirety:

Section 1007	Restriction on Secured Debt
Section 1008	Restriction on Sale and Leaseback Transactions

Deletion of Relevant Definitions and Provisions. The Proposed Amendments would also make certain other changes in the Indenture of a technical or conforming nature, including the deletion of those definitions from the Indenture that are used only in sections that would be eliminated as a result of the elimination of the foregoing sections, and cross references in the Indenture will be revised to reflect the elimination of the foregoing sections.

The Proposed Amendments constitute a single proposal and a tendering and/or consenting Holder must consent to the Proposed Amendments in their entirety and may not consent selectively with respect to certain of the Proposed Amendments. The valid tender of Notes by a Holder pursuant to the Tender Offer will constitute the giving of Consent by such Holder to the Proposed Amendments and the waiver of the Holder's right to withdraw its Consent after the Withdrawal Deadline. Pursuant to the Indenture, the Proposed Amendment require the consent of the Holders of a least a majority in principal amount of Notes outstanding.

It is expected that we and the Trustee will execute the Supplemental Indenture, which will provide for the Proposed Amendments, promptly after the Consent Payment Deadline, but before the acceptance of any Notes for purchase, if the Required Consents have been obtained; however, although the Supplemental Indenture will be effective immediately upon its execution and delivery, the Proposed Amendments will not become operative until the earlier of (1) the Early Acceptance Date and (2) the Final Acceptance Date. In the event that the Tender Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed, the Proposed Amendments will not become operative and the provisions contained in the Indenture will not be amended.

If you do not sell your Notes in the Tender Offer and the Proposed Amendments become effective, you will be bound by the Proposed Amendments even though you did not consent to them.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

To ensure compliance with Internal Revenue Service Circular 230, Holders are hereby notified that any discussion of tax matters set forth in this Statement was written in connection with the promotion or marketing of the transactions or matters addressed herein and was not intended or written to be used, and cannot be used, by any Holder for the purpose of avoiding tax-related penalties under federal, state or local tax law. Each Holder should seek advice based on its particular circumstances from an independent tax advisor.

The following is a general summary of the material U.S. federal income tax consequences of the receipt of the Tender Offer Consideration and the Consent Payment pursuant to the Tender Offer to Holders that validly tender their Notes, and the material U.S. federal income tax consequences of the implementation of the Proposed Amendments to Holders that do not tender their Notes. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below.

This summary assumes that Holders are beneficial owners of the Notes and deals only with Notes held as capital assets. In addition, this summary does not represent a detailed description of the U.S. federal income tax consequences applicable to a Holder if such Holder is subject to special treatment under the U.S. federal income tax laws, including if the Holder is:

- a dealer in securities or currencies;
- a financial institution;
- a regulated investment company;

- a real estate investment trust;
- a tax-exempt organization;
- an insurance company;
- a person holding Notes as part of a hedging, integrated, conversion or constructive sale transaction or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for its securities;
- a person liable for alternative minimum tax;
- a person who is an investor in a pass-through entity;
- a U.S. Holder (as defined below) whose “functional currency” is not the U.S. dollar;
- a “controlled foreign corporation”;
- a “passive foreign investment company”; or
- a U.S. expatriate.

In addition, this summary does not address any tax consequences to Holders that tender Notes pursuant to the Tender Offer and purchase New Notes issued by us. This summary does not address all aspects of U.S. federal income taxes (*e.g.*, estate or gift tax) and does not deal with all tax considerations that may be relevant to holders in light of their personal circumstances, including any foreign, state or local tax consequences.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partnerships that are beneficial owners of Notes, and partners in such partnerships, are urged to consult their own tax advisors regarding the U.S. federal, state, local and foreign tax consequences to them of tendering their Notes and the implementation of the Proposed Amendments.

Each Holder (including any Holder that does not tender its Notes) is urged to consult its own tax advisors regarding the U.S. federal, state, local and foreign income and other tax consequences of tendering its Notes and the implementation of the Proposed Amendments.

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of a Note that is:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

For purposes of this discussion, the term “Non-U.S. Holder” means a beneficial owner of a Note (other than a partnership or other entity treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

Consequences to Tendering U.S. Holders

Sale of Notes Pursuant to the Tender Offer. For U.S. federal income tax purposes, the sale of a Note pursuant to the Tender Offer by a U.S. Holder will be a taxable transaction to such U.S. Holder. Subject to the discussion under “—Market Discount” below, a U.S. Holder generally will recognize capital gain or loss upon the sale of Notes in an amount equal to the difference between the amount realized on the sale, other than amounts attributable to accrued and unpaid interest (which will be taxable as described under “—Accrued Interest” below), and the U.S. Holder’s adjusted tax basis in the Note. Such capital gain or loss will be long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of the sale of the Note pursuant to the Tender Offer. Non-corporate U.S. Holders are generally subject to reduced rates of U.S. federal income taxation on long-term capital gains. The deductibility of capital losses is subject to certain limitations.

The amount realized by a U.S. Holder on the sale of Notes is the amount of cash (which may or may not include the Consent Payment, as described under “—Consent Payment” below) received on such sale. A U.S. Holder’s adjusted tax basis in a Note will generally be equal to the cost of the Note decreased by payments received on the Note other than stated interest payments. If applicable, a U.S. Holder’s tax basis in a Note would be increased by any market discount previously included in gross income at the Holder’s election as it accrued. If a Note was purchased for an amount greater than the principal amount of the Note, the tax basis in the Note would be decreased by the amount of any such excess that the U.S. Holder elected to offset against interest income as amortizable bond premium.

Consent Payment. The treatment of the Consent Payment under U.S. federal income tax law is unclear and no ruling has been requested from the Internal Revenue Service (the “IRS”). Receipt of a Consent Payment by a U.S. Holder could be treated as (1) additional sales proceeds received in exchange for a tendered Note (*i.e.*, part of the amount realized on the sale), (2) a separate fee for consenting to the Proposed Amendments or (3) additional interest. We intend to take the position that the Consent Payment should be treated as additional sales proceeds received in exchange for a tendered Note. However, if the IRS asserts that a Consent Payment is additional interest or a separate fee for consenting to the Proposed Amendments, and such assertion were successful, the Consent Payment would constitute ordinary income to the U.S. Holder. U.S. Holders should consult with their own tax advisors regarding the proper treatment for U.S. federal income tax purposes of a Consent Payment.

Accrued Interest. Amounts received by a U.S. Holder upon the sale of a Note pursuant to the Tender Offer that are attributable to accrued and unpaid interest will be taxable to a U.S. Holder as ordinary interest income to the extent such interest has not been previously included in income.

Market Discount. A Note has “market discount” if the principal amount of the Note exceeds the U.S. Holder’s tax basis in the Note immediately after its acquisition. If such market discount exceeds a statutorily defined *de minimis* amount, any gain recognized on the sale of the Note pursuant to the Tender Offer will be treated as ordinary income rather than capital gain to the extent of “accrued market discount” on the date of sale, unless the U.S. Holder has made an election to include market discount in income as it accrued. Market discount is treated as accruing ratably over the period from the date of the U.S. Holder’s acquisition of the Note to the maturity date of the Note or, at the election of the U.S. Holder, on a constant interest basis.

Backup Withholding and Information Reporting. U.S. Holders generally will be required to furnish a taxpayer identification number, along with certain certifications under penalties of perjury, on the Substitute Form W-9 attached to the Letter of Transmittal in order to avoid backup withholding with respect to amounts paid pursuant to the Tender Offer. Such payments generally will be reported to the IRS unless the U.S. Holder is an exempt recipient. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against the U.S. Holder’s U.S. federal income tax liability provided the required information is furnished to the IRS.

Consequences to Non-Tendering U.S. Holders

The modification of a debt instrument creates a deemed exchange of “old ” notes for “new” notes (upon which gain or loss may be realized) if the modification of a debt instrument is a “significant” modification within the meaning of the Treasury Regulations. A modification is “significant” if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively, the legal rights or obligations that are

altered and the degree to which they are altered are “economically significant.” The Treasury Regulations further provide that a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a “significant” modification. The Treasury Regulations do not, however, define “customary accounting or financial covenants.”

If the Proposed Amendments (1) are treated as mere deletions or alterations of customary accounting or financial covenants or (2) are not so treated, but the legal rights and obligations that are altered by such Proposed Amendments and the degree to which they are altered are not viewed as “economically significant,” then the implementation of such Proposed Amendments would not constitute a “significant” modification and there would be no U.S. federal income tax consequences to non-tendering U.S. Holders. We intend to take the position that the adoption of the Proposed Amendments should not constitute a significant modification of the Notes under the Treasury Regulations.

It is possible, however, that the IRS could take the position that, with respect to non-tendering U.S. Holders, the implementation of the Proposed Amendments results in a deemed exchange of “old” Notes for “new” Notes. If such a position were taken and sustained, the deemed exchange would be fully taxable unless it qualifies as a recapitalization for U.S. federal income tax purposes (for which qualification is unclear). In addition, the U.S. Holder could be treated as acquiring the “new” Note with original issue discount, which would have to be taken into income as it accrued, regardless of the U.S. Holder’s regular method of tax accounting and regardless of when such interest is actually received. U.S. Holders should consult their own tax advisors regarding the potential tax consequences of not tendering their Notes pursuant to the Tender Offer.

Consequences to Tendering Non-U.S. Holders

Sale of Notes Pursuant to the Tender Offer. Except as described under “—Accrued Interest” and “—Backup Withholding and Information Reporting” below, a Non-U.S. Holder generally will not be subject to U.S. federal income tax or any withholding thereof on gain recognized on the sale of a Note pursuant to the Tender Offer unless (1) the gain is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States and, if an income tax treaty applies, is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States or (2) the Non-U.S. Holder is an individual who is present in the United States for periods aggregating 183 or more days in the taxable year of the disposition and certain other conditions are met.

Effectively Connected Income. Any gain and accrued interest on the Notes that is effectively connected with the conduct by a Non-U.S. Holder of a trade or business within the United States (and, if an income tax treaty applies, is attributable to a U.S. permanent establishment of the Non-U.S. Holder) will be subject to U.S. federal income tax on a net income basis at the rates applicable to U.S. persons generally (and, with respect to corporate Non-U.S. Holders, may also be subject to a 30% branch profits tax or such lower rate as may be specified by an applicable income tax treaty).

Consent Payment. Because it is unclear under U.S. federal income tax law whether a Consent Payment constitutes additional sales proceeds, additional interest or some other type of income (such as a fee), the withholding agent may withhold U.S. federal income tax at a rate of 30% from the Consent Payment paid to a Non-U.S. Holder, unless an exemption from or reduction of withholding tax is applicable, either because such amounts are effectively connected with the conduct of a trade or business by the Non-U.S. Holder within the United States or because of an applicable income tax treaty with the United States. In order to claim an exemption from or reduction of withholding tax, the Non-U.S. Holder must deliver a properly executed IRS Form W-8ECI (with respect to amounts effectively connected with the conduct of a trade or business within the United States) or IRS Form W-8BEN (with respect to treaty benefits) claiming such exemption or reduction. Non-U.S. Holders are urged to consult their tax advisors regarding the application of U.S. federal income tax withholding, including eligibility for a withholding tax exemption or reduction and the possibility of filing an IRS Form W-8BEN, as well as the possibility of claiming a refund, on the basis that the Consent Payment constitutes additional sales proceeds, “portfolio interest” or otherwise.

Accrued Interest. Subject to the discussion in “—Effectively Connected Income” above and “—Backup Withholding and Information Reporting” below, amounts paid pursuant to the Tender Offer that are allocable to

accrued and unpaid interest on the Notes will not be subject to U.S. federal income tax or any withholding thereof provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock that are entitled to vote;
- the Non-U.S. Holder is not a “controlled foreign corporation” related to us, actually or constructively, through stock ownership;
- the Non-U.S. Holder is not a bank whose receipt of interest on the Notes is described in Section 881(c)(3)(A) of the Code;
- such interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States; and
- either (1) the Non-U.S. Holder provides its name and address on an IRS Form W-8BEN (or other applicable form) and certifies, under penalties of perjury, that it is not a United States person as defined under the Code or (2) the Non-U.S. Holder holds its Notes through certain foreign intermediaries and satisfies the certification requirements of applicable Treasury Regulations. Special certification rules apply to Non-U.S. Holders that are pass-through entities rather than corporations or individuals.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments allocable to accrued and unpaid interest will be subject to the 30% U.S. federal withholding tax, unless an exemption from or reduction of withholding tax is applicable, either because such amounts are effectively connected with the conduct of a trade or business by the Non-U.S. Holder within the United States or because of an applicable income tax treaty with the United States. In order to claim an exemption from or reduction of withholding tax, the Non-U.S. Holder must deliver a properly executed IRS Form W-8ECI (with respect to amounts effectively connected with the conduct of a trade or business within the United States) or IRS Form W-8BEN (with respect to treaty benefits) claiming such exemption or reduction.

Backup Withholding and Information Reporting. Unless an exemption from reporting applies, we must report annually to the IRS and to each Non-U.S. Holder the amount of interest paid to that Non-U.S. Holder and the amount of U.S. federal income tax, if any, withheld from those payments of interest. Copies of the information returns reporting those payments of interest may also be made available to the tax authorities in the country in which the Non-U.S. Holder is a resident under the provisions of an applicable income tax treaty or agreement. A Non-U.S. Holder generally will not be subject to backup withholding with respect to payments of interest made on the Notes if the certifications described in the fifth bullet point under “—Accrued Interest” above are received.

In addition, sales of Notes by a Non-U.S. Holder through a broker may be subject to information reporting and backup withholding, unless the broker determines the seller is exempt or the seller certifies its non-U.S. status (and certain other conditions are met).

A Non-U.S. Holder may obtain a refund or a credit against such Non-U.S. Holder’s U.S. federal income tax liability of any amounts withheld under the backup withholding rules provided the required information is furnished to the IRS.

Non-U.S. Holders should consult their own tax advisors regarding the application of the information reporting and backup withholding rules in their particular situations, the availability of an exemption therefrom, and the procedure for obtaining such an exemption, if available.

Consequences to Non-Tendering Non-U.S. Holders

Non-U.S. Holders that do not tender their Notes pursuant to the Tender Offer generally will not be subject to U.S. federal income tax, unless the adoption of the Proposed Amendments gives rise to a deemed exchange of

“old” Notes for “new” Notes that fails to qualify as a recapitalization, as discussed above under “—Consequences to Non-Tendering U.S. Holders” (in which case Non-U.S. Holders will generally be taxed in the same manner as if they had sold their Notes as discussed above under “—Consequences to Tendering Non-U.S. Holders—Sale of Notes Pursuant to the Tender Offer”). Non-U.S. Holders are encouraged to consult their tax advisors regarding the potential tax consequences of not tendering their Notes pursuant to the Tender Offer.

THE DEALER MANAGERS AND SOLICITATION AGENTS, THE INFORMATION AGENT AND THE DEPOSITARY

Dealer Managers and Solicitation Agents

We have engaged J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC to act as the Dealer Managers in connection with the Tender Offer and as the Solicitation Agents in connection with the Consent Solicitation. In these capacities, the Dealer Managers and Solicitation Agents may contact Holders or beneficial owners of the Notes regarding the Tender Offer and the Consent Solicitation and may ask brokers, dealers, commercial banks and others to mail this Statement, the Letter of Transmittal and other materials to beneficial owners of the Notes.

At any given time, the Dealer Managers and Solicitation Agents may trade the Notes or any securities of ours for their own accounts, or for the accounts of their customers, and, accordingly, may hold a long or short position in the Notes or those securities. The Dealer Managers and Solicitation Agents are not obligated to make a market in the Notes.

We will pay the Dealer Managers and Solicitation Agents a fee, will reimburse them for their reasonable expenses incurred in connection with the Tender Offer and the Consent Solicitation and have agreed to indemnify the Dealer Managers and Solicitation Agents against certain liabilities, including liabilities under federal securities laws.

The Dealer Managers and Solicitation Agents and their affiliates have engaged in other transactions with, and from time to time have provided investment banking, commercial banking and financial advisory services for, us in the ordinary course of business. The Dealer Managers and Solicitation Agents and their affiliates may also engage in transactions or perform such services for us in the future. Affiliates of each of the Dealer Managers and Solicitation Agents are lenders under our revolving credit facility and an affiliate of J.P. Morgan Securities LLC is the administrative agent under our revolving credit facility.

Information Agent

We have retained Georgeson Inc. as the Information Agent for the Tender Offer and the Consent Solicitation. We will pay the Information Agent customary fees for its services and reimburse it for its reasonable expenses.

Depositary

We have retained Wells Fargo Bank, National Association as the Depositary for the Tender Offer and the Consent Solicitation. We will pay the Depositary customary fees for its services and reimburse it for its reasonable expenses.

MISCELLANEOUS

We reserve the right, in our sole discretion, from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer. Additionally, pursuant to the provisions of the Notes and the Indenture, we may elect to redeem or defease any Notes that are not tendered and accepted in the

Tender Offer. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will pursue.

We are not aware of any jurisdiction in which the making of the Tender Offer or the Consent Solicitation is not in compliance with applicable law. If we become aware of any such jurisdiction, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Tender Offer and the Consent Solicitation will not be made to (nor will tenders of Notes and deliveries of Consents be accepted from or on behalf of) the Holders residing in such jurisdiction.

In connection with the Tender Offer and the Consent Solicitation, our directors and officers may solicit tenders of Notes and Consents by use of the mail, personally or by telephone, facsimile, telegram, electronic communication or other similar method. These directors and officers will not be specifically compensated for these services. We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Statement, the Letter of Transmittal and any other related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes and Consents by their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and Solicitation Agents, the Information Agent and the Depositary) in connection with the solicitation of tenders of Notes pursuant to the Tender Offer or the solicitation of Consents pursuant to the Consent Solicitation.

Manually signed facsimile copies of the Letter of Transmittal, properly completed and duly executed, will be accepted. The Letter of Transmittal, the Notes and any other required documents should be sent or delivered by each Holder or its broker, dealer, commercial bank or other nominee to the Depositary.

Beneficial owners of Notes held of record by DTC or its nominee may direct the DTC participant through which such beneficial owner's Notes are held in DTC to execute, on such beneficial owner's behalf, a Consent with respect to the Notes beneficially owned by such beneficial owner on the date of execution, or to transmit an Agent's Message to such effect.

To tender Notes in the Tender Offer, Holders must consent to the Proposed Amendments. Pursuant to the terms of the Letter of Transmittal, the completion, execution and delivery thereof by a Holder in connection with the tender of Notes will be deemed to constitute the consent of such tendering Holder to the Proposed Amendments. Holders may not deliver their Consents without tendering their Notes pursuant to the Tender Offer and may not revoke their Consents without withdrawing their Notes pursuant to the Tender Offer.

You will not be required to pay brokerage commissions or fees of the Dealer Managers and Solicitation Agents or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the Tender Offer. We will pay all fees and expenses of the Dealer Managers and Solicitation Agents, the Information Agent and the Depositary in connection with the Tender Offer and the Consent Solicitation. Holders that tender their Notes and deliver their Consents through a custodian bank, depository, broker, trust company or other nominee should consult such institution as to whether it charges any service fees.

Any question regarding procedures for tendering Notes and delivering Consents or request for additional copies of this Statement and the Letter of Transmittal should be directed to the Information Agent.

The Information Agent for the Tender Offer and the Consent Solicitation is:

Georgeson Inc.

199 Water Street, 26th Floor
New York, New York 10038
Banks and brokers call: (212) 440-9800
All others toll free: (800) 932-9864

The Depository for the Tender Offer and the Consent Solicitation is:

Wells Fargo Bank, National Association

By facsimile:
(For Eligible Institutions only)
(612) 667-6282

For information or confirmation by telephone:
(800) 344-5128

By registered or certified mail:

By regular mail or overnight courier:

In person by hand only:

Wells Fargo Bank, National Association
Corporate Trust Operations
MAC N9303-121
P.O. Box 1517
Minneapolis, Minnesota 55480

Wells Fargo Bank, National Association
Corporate Trust Operations
MAC N9303-121
Sixth & Marquette Avenue
Minneapolis, Minnesota 55479

Wells Fargo Bank, National Association
12th Floor - Northstar East Building
Corporate Trust Operations
608 Second Avenue South
Minneapolis, Minnesota 554790

Any question regarding the terms of the Tender Offer and the Consent Solicitation should be directed to the Dealer Managers and Solicitation Agents.

The Dealer Managers for the Tender Offer and the Solicitation Agents for the Consent Solicitation are:

J.P. Morgan Securities LLC

383 Madison Avenue
New York, New York 10179
Attention: Liability Management Group
(800) 245-8812 (toll free)
(212) 270-1200 (collect)

Credit Suisse Securities (USA) LLC

Eleven Madison Avenue
New York, New York 10010
Attention: Liability Management Group
(800) 820-1653 (toll free)
(212) 538-2147 (collect)