

TB WOODS CORP
Form S-4
February 02, 2010

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As filed with the Securities and Exchange Commission on February 2, 2010
Registration No. 333-

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

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

Altra Holdings, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

3569
*(Primary Standard Industrial
Classification Code Number)*

61-1478870
*(I.R.S. Employer
Identification No.)*

**300 Granite Street
Suite 201
Braintree, Massachusetts 02184
(781) 917-0600**
*(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive
Offices)*

**Glenn E. Deegan, Esquire
Vice President, Legal & Human Resources, General Counsel and Secretary
Altra Holdings, Inc.
300 Granite Street
Suite 201
Braintree, Massachusetts 02184
(781) 917-0600**
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

See Table of Additional Registrants Below

Copy to:

Robert J. Grammig, Esquire
Rodney H. Bell, Esquire
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 374-8500

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this registration statement.

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

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
81/8% Senior Secured Notes due 2016 Guarantees of 81/8% Senior Secured Notes due 2016	\$210,000,000	100%	\$210,000,000	\$14,973.00
				(2)

- (1) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended, or the Securities Act.
- (2) The additional registrants will guarantee the payment of the 81/8% Senior Secured Notes due 2016. Pursuant to Section 457(n) of the Securities Act, no separate registration fee for the guarantees is payable.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Exact Name of Registrant as Specified in Its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Altra Industrial Motion, Inc.	Delaware	3569	30-0283143
American Enterprises MPT Corp.	Delaware	3569	52-2005169
American Enterprises MPT Holdings, LLC	Delaware	3569	52-2005171
Ameridrives International, LLC	Delaware	3569	52-1826102
Boston Gear LLC	Delaware	3569	11-3723980
Formsprag LLC	Delaware	3569	01-0712538
Inertia Dynamics, LLC	Delaware	3569	20-4221420
Kilian Manufacturing Corporation	Delaware	3569	06-0933715
Nuttall Gear LLC	Delaware	3569	54-1856788
TB Wood s Incorporated	Pennsylvania	3569	23-1232420
TB Wood s Corporation	Delaware	3569	25-1771145
TB Wood s Enterprises, Inc.	Delaware	3569	51-0393505
Warner Electric LLC	Delaware	3569	54-1967089
Warner Electric Technology LLC	Delaware	3569	54-1967084
Warner Electric International Holding, Inc.	Delaware	3569	54-1967086

The address, including zip code, and telephone number, including area code, of the principal corporate offices for each of the additional registrants is:

**300 Granite Street
Suite 201
Braintree, Massachusetts 02184
(781) 917-0600**

The name, address, including zip code, and telephone number, including area code, of the registered agent for service of process for each of the additional registrants is:

**Glenn E. Deegan, Esquire
Vice President, Legal & Human Resources, General Counsel and Secretary
Altra Holdings, Inc.
300 Granite Street
Suite 201
Braintree, Massachusetts 02184
(781) 917-0600**

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The information in this prospectus is not complete and may be changed. We may not sell or offer these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 2, 2010

PROSPECTUS

**Offer to exchange all outstanding
\$210,000,000 principal amount of
81/8% Senior Secured Notes due 2016
for
\$210,000,000 principal amount of
81/8% Senior Secured Notes due 2016
registered under the Securities Act of 1933**

We are offering to exchange our outstanding notes described above for the new, registered notes described above. In this prospectus, we refer to the outstanding notes as the old notes and our new notes as the registered notes, and we refer to the old notes and the registered notes, together, as the notes. The form and terms of the registered notes are identical in all material respects to the form and terms of the old notes, except for transfer restrictions, registration rights and additional interest payment provisions relating only to the old notes. We do not intend to apply to have any notes listed on any securities exchange or automated quotation system and there may be no active trading market for them.

Material Terms of the Exchange Offer

The exchange offer expires at 5:00 p.m., New York City time, on _____, 2010, unless extended. Whether or not the exchange offer is extended, the time at which it ultimately expires is referred to in this prospectus as the time of expiration.

The only conditions to completing the exchange offer are that the exchange offer not violate any applicable law, regulation or interpretation of the staff of the Securities and Exchange Commission, or SEC.

All old notes that are validly tendered and not validly withdrawn will be exchanged.

Tenders of old notes in the exchange offer may be withdrawn at any time prior to the time of expiration.

The terms of the registered notes to be issued in the exchange offer are substantially identical to the old notes, except that the registered notes will be registered under the Securities Act of 1933, as amended, or the Securities Act, and will not have any transfer restrictions, registration rights or rights to additional special interest.

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The exchange of old notes for registered notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes.

No public market exists for the registered notes. We do not intend to apply for listing of the registered notes or to arrange for them to be quoted on a quotation system.

We will not receive any cash proceeds from the exchange offer.

None of our affiliates, no broker-dealers that acquired old notes directly from us and no persons engaged in a distribution of registered notes may participate in the exchange offer. Any broker-dealer that acquired old notes as a result of market-making or other trading activities and receives registered notes for its own account in exchange for those old notes must acknowledge that it will deliver a prospectus in connection with any resale of those registered

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notes. The letter of transmittal states that, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer for that purpose. We have agreed that, for a period ending on the earlier of (a) 180 days after the time of expiration and (b) the date on which broker-dealers are no longer required to deliver a prospectus in connection with market-making or other trading activities, we will make this prospectus available to any broker-dealer for use in connection with any resales by that broker-dealer. See *Plan of Distribution*.

Consider carefully the Risk Factors beginning on page 18 of this prospectus.

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

The date of this prospectus is _____, 2010

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with any information or represent anything about us, our financial results or this exchange offer that is not contained in this prospectus. If given or made, any such other information or representation should not be relied upon as having been authorized by us. We are not making an offer to sell securities in any jurisdiction where the offer or sale is not permitted.

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This prospectus incorporates important business and financial information about us that is not included in or delivered with the prospectus. See *Where You Can Find More Information and Incorporation by Reference*. This information is available without charge to security holders upon request to Altra Holding Inc.'s Corporate Secretary by calling (781) 917-0600, or by writing to Corporate Secretary, Altra Holdings, Inc., 300 Granite Street, Suite 201, Braintree, Massachusetts 02184. **To obtain timely delivery, security holders must request the information no later than [redacted], 2010, which is five business days before the expiration date of the exchange offer.**

In this prospectus, the terms the Company, Altra, we, our or us refer to Altra Holdings, Inc. together with its subsidiaries unless the context suggests otherwise.

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FORWARD-LOOKING STATEMENTS

Forward-looking statements are those that do not relate solely to historical fact. They include, but are not limited to, any statement that may predict, forecast, indicate or imply future results, performance, achievements or events. Forward-looking statements can generally be identified by phrases such as believes, expects, potential, continues, may, should, seeks, predicts, anticipates, intends, projects, estimates, plans, could, designed, similar expressions that denote expectations of future or conditional events rather than statements of fact. Forward-looking statements also may relate to strategies, plans and objectives for, and potential results of, future operations, financial results, financial condition, business prospects, growth strategy and liquidity, and are based upon management's current plans and beliefs or current estimates of future results or trends.

These forward-looking statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties, including, but not limited to, economic, competitive, governmental and technological factors outside of our control, that may cause actual results to differ materially from trends, plans or expectations set forth in the forward-looking statements. These risks and uncertainties may include these factors and the risks and uncertainties described in Item 1A Risk Factors of our Annual Report on Form 10-K for the fiscal year ended December 31, 2008, which is incorporated by reference into this prospectus, as well as those included in this prospectus. Among these risks are:

- our access to capital, credit ratings, indebtedness, and ability to raise additional financings and operate under the terms of our debt obligations;
- the risks associated with our debt leverage;
- the effects of intense competition in the markets in which we operate;
- our ability to successfully execute, manage and integrate key acquisitions and mergers;
- our ability to obtain or protect intellectual property rights;
- our ability to retain existing customers and our ability to attract new customers for growth of our business;
- the effects of the loss or bankruptcy of, or default by, any significant customer, supplier, or other entity relevant to our operations;
- our ability to successfully pursue our development activities and successfully integrate new operations and systems, including the realization of revenues, economies of scale, cost savings, and productivity gains associated with such operations;
- our ability to complete cost reduction actions and risks associated with such actions;
- our ability to control costs;
- failure of our operating equipment or information technology infrastructure;
- our ability to achieve our business plans, including with respect to an uncertain economic environment;

changes in employment, environmental, tax and other laws and changes in the enforcement of laws;

the accuracy of estimated forecasts of OEM customers and the impact of the current global economic environment on our customers;

fluctuations in the costs of raw materials used in our products;

our ability to attract and retain key executives and other personnel;

work stoppages and other labor issues;

changes in our pension and retirement liabilities;

our risk of loss not covered by insurance;

the outcome of litigation to which we are a party from time to time, including product liability claims;

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changes in accounting rules and standards, audits, compliance with the Sarbanes-Oxley Act, and regulatory investigations;

changes in market conditions that would result in the impairment of goodwill or our other assets;

changes in market conditions that would influence the value of our stock;

the effects of changes to critical accounting estimates; changes in volatility of our stock price and the risk of litigation following a decline in the price of our stock price;

the cyclical nature of the markets in which we operate;

the risks associated with the global recession and volatility and disruption in the global financial markets;

political and economic conditions nationally, regionally, and in the markets in which we operate;

natural disasters, war, civil unrest, terrorism, fire, floods, tornadoes, earthquakes, hurricanes, or other matters beyond our control; and

the risks associated with international operations, including currency risks.

Given these risks and uncertainties, we urge you to read this prospectus and the documents incorporated by reference herein completely and with the understanding that actual future results may be materially different from what we plan or expect. All of the forward-looking statements made in this prospectus are qualified by these cautionary statements and we cannot assure you that the actual results or developments that we anticipate will be realized or, even if substantially realized, that they will have the expected consequences to or effects on us or our business or operations. In addition, these forward-looking statements present our estimates and assumptions only as of the date of this prospectus. Except for any ongoing obligation to disclose material information as required by federal securities laws, we do not intend to update you concerning any future revisions to any forward-looking statements to reflect events or circumstances occurring after the date of this prospectus. However, you should carefully review the risk factors set forth in other reports or documents we file from time to time with the SEC.

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PROSPECTUS SUMMARY

This summary highlights selected information about us. In addition to reading this summary, to understand this exchange offer fully, you should carefully review the entire prospectus, including the Risk Factors section of this document beginning on page 18, and the documents incorporated by reference in this prospectus.

Our Company

We are a leading global designer, producer and marketer of a wide range of mechanical power transmission, or MPT, and motion control products serving customers in a diverse group of industries, including energy, general industrial, material handling, mining, transportation and turf and garden. Our product portfolio includes industrial clutches and brakes, enclosed gear drives, open gearing, belted drives, couplings, engineered bearing assemblies, linear components, electronic drives, and other related products. Our products are used in a wide variety of high-volume manufacturing processes, where the reliability and accuracy of our products are critical in both avoiding costly down time and enhancing the overall efficiency of manufacturing operations. Our products are also used in non-manufacturing applications where product quality and reliability are especially critical, such as clutches and brakes for elevators, and residential and commercial lawnmowers. For the twelve month period ended September 26, 2009, or the LTM Period, we generated net sales of \$486.0 million and Adjusted EBITDA of \$68.7 million.

We market our products under well recognized and established brands, many of which have been in existence for over 50 years. We believe many of our brands, when taken together with our brands in the same product category, have achieved the number one or number two position in terms of consolidated market share and brand awareness in their respective product categories. Our products are either incorporated into products sold by original equipment manufacturers, or OEMs, sold to end-users directly or sold through industrial distributors.

We are led by a highly experienced management team that has established a proven track record of execution, successfully completing and integrating major strategic acquisitions and delivering significant growth in both revenue and profits. We employ a comprehensive business process called the Altra Business System, or ABS, which focuses on eliminating inefficiencies from every business process to improve quality, delivery and cost.

Our Industry

Based on industry data supplied by Penton Information Services, we estimate that industrial power transmission products generated sales in the United States of approximately \$36.0 billion in 2008. These products are used to generate, transmit, control and transform mechanical energy. The industrial power transmission industry can be divided into three areas: MPT products; motors and generators; and adjustable speed drives. We compete primarily in the MPT area which, based on industry data, we estimate was a \$17.8 billion market in the United States in 2008.

The global MPT market is highly fragmented, with over 1,000 small manufacturers. While smaller companies tend to focus on regional niche markets with narrow product lines, larger companies that generate annual sales of over \$100 million generally offer a much broader range of products and have global capabilities. The industry's customer base is broadly diversified across many sectors of the economy and typically places a premium on factors such as quality, reliability, availability and design and application engineering support. We believe the most successful industry participants are those that leverage their distribution network, their products' reputations for quality and reliability and their service and technical support capabilities to maintain attractive margins on products and gain market share.

Our Strengths

Leading Market Shares and Brand Names. We believe we hold the number one or number two market position in key products across many of our core platforms. We believe that over 50% of our sales are derived from products where we hold the number one or number two market-share or brand-recognition position, on a consolidated basis with our brands in the same product category, in the markets we serve. In addition, we have

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recently captured additional market share in several product lines due to our innovative product development efforts and exceptional customer service.

Customized, Engineered Products Serving Niche Markets. We employ approximately 170 non-manufacturing engineers involved with product design, research and development, testing and technical customer support, and we often participate in lengthy design and qualification processes with our customers. Many of our product lines involve a large number of unique parts, are delivered in small order quantities with short lead times, and require varying levels of technical support and responsive customer service. As a result of these characteristics, as well as the essential nature of our products to the efficient operations of our customers, we generate a significant amount of recurring sales with repeat customers.

Significant Operating Leverage Driven by Disciplined Cost Reductions. We have implemented a successful strategy to manage cost through the cycle with demonstrable results. Our disciplined cost saving initiatives have included workforce and payroll reductions, facility consolidations, and procurement savings. We estimate that we have realized net savings of approximately \$49 million through September 2009, representing net annualized savings of approximately \$77 million. We estimate that, once volume returns to prior year levels, between \$10 and \$12 million of these savings will be permanent in nature, creating significant operating leverage and improving our cost position.

Aftermarket Sales Supported by Large Installed Base. With a history dating back to 1857 with the formation of TB Woods, we believe we benefit from one of the largest installed customer bases in the industry. The moving, wearing nature of our products necessitates regular replacement and our large installed base of products generates significant aftermarket replacement demand. This has created a recurring revenue stream from a diversified group of end-user customers. For the LTM Period, we estimate that approximately 44% of our revenues were derived from aftermarket sales.

Diversified End Markets. Our revenue base has a balanced exposure across a diverse mix of end-user industries, including energy, food processing, general industrial, material handling, mining, transportation and turf and garden. We believe our diversified end markets insulate us from volatility in any single industry or type of end-user. In the LTM Period, no single industry represented more than 9% of our total sales. In addition, we are geographically diversified with approximately 30% of our sales coming from outside North America during the LTM Period.

Strong Relationships with Distributors and OEMs. We have over 1,000 direct OEM customers and enjoy established, long-term relationships with the leading industrial MPT distributors, critical factors that contribute to our high base of recurring aftermarket revenues. We sell our products through more than 3,000 distributor outlets worldwide. We believe our scale, expansive product lines and end-user preference for our products make our product portfolio attractive to both large and multi-branch distributors, as well as regional and independent distributors in our industry.

Experienced, High-Caliber Management Team. We are led by a highly experienced management team with over 250 years of cumulative industrial business experience and an average of 13 years with our companies. Our CEO, Carl Christenson, has over 28 years of experience in the MPT industry, while our CFO, Christian Storch, has approximately 22 years of experience. Our management team has established a proven track record of execution, successfully completing and integrating major strategic acquisitions and delivering significant growth and profitability.

The Altra Business System. We benefit from an established culture of lean management emphasizing quality, delivery and cost through the ABS. ABS is at the core of our performance-driven culture and drives both our strategic development and operational improvements. We continually evaluate every aspect of our business to identify productivity improvements and cost savings.

Our Business Strategy

Our long-term strategy is to increase our sales through organic growth, expand our geographic reach and product offering through strategic acquisitions, and improve our profitability through cost reduction initiatives. In

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the near term, we are focused on cost reduction measures and working capital improvements. We seek to achieve these objectives through the following strategies:

Leverage Our Sales and Distribution Network. We intend to continue to leverage our established, long-term relationships with the industry's leading national and regional distributors to help maintain and grow our revenues. We seek to capitalize on customer brand preferences for our products to generate pull-through aftermarket demand from our distribution channel. We believe this strategy also allows our distributors to achieve higher profit margins, further enhancing our preferred position with them.

Focus Our Strategic Marketing on New Growth Opportunities. We intend to expand our emphasis on strategic marketing to focus on new growth opportunities in key end-user and OEM markets. Through a systematic process that leverages our core brands and products, we seek to identify attractive markets and product niches, collect customer and market data, identify market drivers, tailor product and service solutions to specific market and customer requirements, and deploy resources to gain market share and drive future sales growth.

Accelerate New Product and Technology Development. We focus on aggressively developing new products across our business in response to customer needs in various markets. Our extensive application-engineering know-how drives both new and repeat sales and we have an established history of innovation with over 250 granted patents and pending patent applications worldwide. In total, new products developed by us during the past three years generated approximately \$43 million in revenues during the nine months ended September 26, 2009.

Capitalize on Growth and Sourcing Opportunities in the Asia-Pacific Market. We intend to continue to leverage our established sales offices in the Asia Pacific region as well as expand into regions where we currently do not have sales representation. Our recently expanded manufacturing facility in Shenzhen, China serves as our principal manufacturing site in China and primarily supports our customers in the local Asia-Pacific market. In addition, we intend to continue utilizing our sourcing office in Shanghai to significantly increase our current level of low-cost-country-sourced purchases. We may also consider additional opportunities to outsource some of our production from North American and Western European locations to Asia or lower cost regions.

Continue to Improve Operational and Manufacturing Efficiencies through ABS. We believe we can continue to improve profitability through cost control, overhead rationalization, global process optimization, continued implementation of lean manufacturing techniques, and strategic pricing initiatives. Our operating plan, based on manufacturing centers of excellence, provides additional opportunities to consolidate purchasing processes and reduce costs by sharing best practices across geographies and business lines.

Continue to Focus on Cost-Reduction Initiatives. We intend to generate significant operating leverage by continuing to manage our business through the economic cycle. We continue to effect measures to reduce costs, including the timely implementation of workforce reduction and payroll savings initiatives, engaging the entire organization in pursuing procurement savings and other cost initiatives, and executing as many as six plant consolidations through mid-2010. As a result of these initiatives, at current volume levels, we have generated an estimated net annualized savings of approximately \$77 million, \$10 to \$12 million of which we expect to be permanent in nature once volume returns to prior year levels. We expect these cost reductions will provide a competitive advantage as the industry rebounds.

Selectively Pursue Strategic Acquisitions that Complement Our Strong Platform. While we have a successful track record of identifying, acquiring and integrating acquisitions, our current focus remains centered on cash generation and preservation. However, we believe that in the future there may be a number of attractive

potential acquisition candidates, in part due to the fragmented nature of the industry. We plan to continue our disciplined pursuit of strategic acquisitions to strengthen our product portfolio, enhance our industry leadership, leverage fixed costs, expand our global footprint, and create value in products and markets that we know and understand.

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Refinancing Transactions

In connection with the offering of the old notes, we refinanced our outstanding indebtedness. The principal terms of the refinancing transactions (which includes the offering of the old notes) (the *Refinancing Transactions*) that we closed concurrently with or shortly following the offering of the old notes are as follows:

New Senior Secured Credit Facility

Concurrently with the closing of the offering of the old notes, Altra Industrial Motion, Inc., or Altra Industrial, entered into a new senior secured credit facility that provides for borrowing capacity in an initial amount of up to \$50.0 million (subject to adjustment pursuant to a borrowing base and subject to increase from time to time in accordance with the terms of the credit facility). The new senior secured credit facility replaced Altra Industrial's then existing senior secured credit facility and the TB Wood's existing credit facility. See the section entitled *Description of Other Indebtedness - New Senior Secured Credit Facility*.

Tender Offer

During the fourth quarter of 2009, Altra Industrial retired an additional \$15.0 million principal balance of its 9% Notes. In connection with the redemption, Altra Industrial incurred \$0.3 million of pre-payment premium and wrote off \$0.1 million of deferred financing fees, which was recorded as interest expense. As of the date hereof, none of Altra Industrial's 9% Notes remain outstanding. We used the proceeds of the offering of the old notes to repurchase or redeem Altra Industrial's 9% Notes. In connection with the repurchase of the 9% Notes, on November 10, 2009, Altra Industrial commenced a cash tender offer to repurchase any and all of its outstanding 9% Notes as of the date thereof at a price equal to \$1,000.00 per \$1,000 principal amount of notes tendered, plus an early tender premium of \$25.00 per \$1,000 principal amount of notes tendered, payable on notes tendered before the early tender deadline. Holders who tendered their 9% Notes also agreed to waive any rights to written notice of redemption. With respect to any 9% Notes that were not tendered, Altra Industrial redeemed all 9% Notes that remained outstanding after the expiration of the tender offer by issuing a notice of redemption on the early tender deadline. On the early tender deadline, Altra Industrial satisfied and discharged all of its obligations under the indenture governing the 9% Notes by depositing funds with the depository in an amount sufficient to pay and discharge any remaining indebtedness on the 9% Notes upon the consummation of the tender offer.

Corporate Structure

The following chart illustrates a summary of our corporate structure:

Risks Factors

Investment in our notes involves substantial risks. See *Risk Factors* starting on page 18, the risks under the heading *Risk Factors* in our most recent Annual Report on Form 10-K for the fiscal year ended December 31,

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2008, and any subsequent periodic reports, as well as other information included in this prospectus for a discussion of certain risks relating to an investment in our notes.

Information

Our principal executive offices are located at 300 Granite Street, Suite 201, Braintree, MA 02184 and our telephone number is (781) 917-0600. Our internet address is www.altramotion.com. We are not including the information contained in our website as part of, or incorporating it by reference into, this prospectus.

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Summary of the Terms of the Exchange Offer

We issued the old notes on November 25, 2009 to Jefferies & Company, Inc., Banc of America Securities LLC, J.P. Morgan Securities Inc., KeyBanc Capital Markets Inc., and Stephens Inc., or the Initial Purchasers, pursuant to Section 4(2) of the Securities Act and the Initial Purchasers resold the old notes to qualified institutional buyers, or QIBs, or persons reasonably believed to be QIBs pursuant to Rule 144A under the Securities Act and to non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. We refer to the issuance of the old notes in this prospectus as the original issuance.

At the time of the original issuance, we entered into an agreement in which we agreed to register new notes, with substantially the same form and terms of the old notes, and to offer to exchange the registered notes for the old notes. This agreement is referred to in this prospectus as the registration rights agreement.

Unless you are a broker-dealer and so long as you satisfy the conditions set forth below under *Resales of the Registered Notes*, we believe that the registered notes to be issued to you in the exchange offer may be resold by you without compliance with the registration and prospectus delivery provisions of the Securities Act. You should read the discussions under the heading *The Exchange Offer* for further information regarding the exchange offer.

Registration Rights Agreement

Under the registration rights agreement, we are obligated to offer to exchange the old notes for registered notes with terms identical in all material respects to the old notes. The exchange offer is intended to satisfy that obligation. After the exchange offer is complete, except as set forth in the next paragraph, you will no longer be entitled to any exchange or registration rights with respect to your old notes.

The registration rights agreement requires us to file a shelf registration statement for a continuous offering in accordance with Rule 415 under the Securities Act for your benefit if you would not receive freely tradeable registered notes in the exchange offer or you are ineligible to participate in the exchange offer and indicate that you wish to have your old notes registered under the Securities Act.

We note that under the registration rights agreement, we were required to file a registration statement with the SEC by or on February 23, 2010 and such registration statement, as amended, is required to be declared effective by or on September 21, 2010. Failure to meet such requirements as of the applicable dates subjects the company to an additional interest penalty on the old notes of .25% per annum for the first 90 days following such date, with an additional increase of .25% per annum for each 90-day period thereafter. The amount of additional interest penalty at any time is capped at 1.00% per annum and such penalty ceases to accrue after we have filed our registration statement or it has been declared effective, as applicable.

We are offering to exchange registered notes in denominations of \$2,000 and integral multiples of \$1,000 principal amount of 8 1/8% Senior Secured Notes due 2016, which have been registered under the Securities Act, for old notes in denominations of \$2,000 and integral multiples of \$1,000 principal amount of unregistered 8 1/8% Senior Secured Notes due

2016 that were issued in the original issuance.

In order to be exchanged, an old note must be validly tendered and accepted. All old notes that are validly tendered and not validly withdrawn before the time of expiration will be accepted and exchanged.

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The Exchange Offer

We are offering to exchange registered notes in denominations of \$2,000 and integral multiples of \$1,000 principal amount of 8 1/8% Senior Secured Notes due 2016, which have been registered under the Securities Act, for old notes in denominations of \$2,000 and integral multiples of \$1,000 principal amount of unregistered 8 1/8% Senior Secured Notes due 2016 that were issued in the original issuance.

As of this date, there are \$210.0 million aggregate principal amount of old notes outstanding. We will issue the registered notes promptly after the time of expiration.

Resales of the Registered Notes

Except as described below, we believe that the registered notes to be issued in the exchange offer may be offered for resale, resold and otherwise transferred by you without compliance with the registration and (except with respect to broker-dealers) prospectus delivery provisions of the Securities Act if (but only if) you meet the following conditions:

you are not an affiliate of us, as that term is defined in Rule 405 under the Securities Act;

if you are a broker-dealer, you acquired the old notes which you seek to exchange for registered notes as a result of market making or other trading activities and not directly from us and you comply with the prospectus delivery requirements of the Securities Act;

the registered notes are acquired by you in the ordinary course of your business;

you are not engaging in and do not intend to engage in a distribution of the registered notes; and

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

Our belief is based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties unrelated to us. The staff has not considered the exchange offer in the context of a no-action letter, and we cannot assure you that the staff would make a similar determination with respect to the exchange offer.

If you do not meet the above conditions, you may not participate in the exchange offer or sell, transfer or otherwise dispose of any old notes unless (i) they have been registered for resale by you under the Securities Act and you deliver a resale prospectus meeting the requirements of the Securities Act or (ii) you sell, transfer or otherwise dispose of the registered notes in accordance with an applicable exemption from the registration requirements of the Securities Act.

Any broker-dealer that acquired old notes as a result of market-making activities or other trading activities, and receives registered notes for its own account in exchange for old notes, must acknowledge that it will deliver a prospectus in connection with any resale of the registered notes. See *Plan of Distribution*. A broker-dealer may use this prospectus for an offer to resell or to otherwise transfer those registered notes for a period of 180 days after the time of expiration.

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Time of Expiration	The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2010, unless we decide to extend the exchange offer. We do not currently intend to extend the exchange offer, although we reserve the right to do so.
Conditions to the Exchange Offer	The only conditions to completing the exchange offer are that the exchange offer not violate any applicable law, regulation or applicable interpretation of the staff of the SEC. See <i>The Exchange Offer Conditions</i> .
Procedures for Tendering Old Notes Held in the Form of Book-Entry Interests	<p>The old notes were issued as global notes in fully registered form. Beneficial interests in the old notes held by direct or indirect participants in The Depository Trust Company, or DTC, are shown on, and transfers of those interests are effected only through, records maintained in book-entry form by DTC with respect to its participants.</p> <p>If you hold old notes in the form of book-entry interests and you wish to tender your old notes for exchange pursuant to the exchange offer, you must transmit to the exchange agent on or prior to the time of expiration of the exchange offer either:</p> <ul style="list-style-type: none">a written or facsimile copy of a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal, at the address set forth on the cover page of the letter of transmittal; ora computer-generated message transmitted by means of DTC's Automated Tender Offer Program system and received by the exchange agent and forming a part of a confirmation of book-entry transfer, in which you acknowledge and agree to be bound by the terms of the letter of transmittal. <p>The exchange agent must also receive on or prior to the expiration of the exchange offer either:</p> <ul style="list-style-type: none">a timely confirmation of book-entry transfer of your old notes into the exchange agent's account at DTC pursuant to the procedure for book-entry transfers described in this prospectus under the heading <i>The Exchange Offer Book-Entry Transfer</i>; orthe documents necessary for compliance with the guaranteed delivery procedures described below. <p>A letter of transmittal for your notes accompanies this prospectus. By executing the letter of transmittal or delivering a computer-generated message through DTC's Automated Tender Offer Program system, you will represent to us that, among other things:</p>

you are not an affiliate of us;

you are not a broker-dealer who acquired the old notes that you are sending to the issuer directly from the issuer;

the registered notes to be acquired by you in the exchange offer are being acquired in the ordinary course of your business;

you are not engaging in and do not intend to engage in a distribution of the registered notes; and

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

Procedures for Tendering Certificated Old Notes	If you are a holder of book-entry interests in the old notes, you are entitled to receive, in limited circumstances, in exchange for your book-entry interests, certificated notes which are in equal principal amounts to your book-entry interests. See <i>The Exchange Offer Book-Entry Interests</i> . If you acquire certificated old notes prior to the expiration of the exchange offer, you must tender your certificated old notes in accordance with the procedures described in this prospectus under the heading <i>The Exchange Offer Procedures for Tendering Certificated Old Notes</i> .
Special Procedures for Beneficial Owners	If you are the beneficial owner of old notes and they are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time. See <i>The Exchange Offer Procedures for Tendering Procedures Applicable to All Holders</i> .
Guaranteed Delivery Procedures	<p>If you wish to tender your old notes in the exchange offer and:</p> <ol style="list-style-type: none">(1) they are not immediately available;(2) time will not permit your old notes or other required documents to reach the exchange agent before the expiration of the exchange offer; or(3) you cannot complete the procedure for book-entry transfer on a timely basis; <p>you may tender your old notes in accordance with the guaranteed delivery procedures set forth in <i>The Exchange Offer Procedures for Tendering Guaranteed Delivery Procedures</i>.</p>
Acceptance of Old Notes and Delivery of Registered Notes	Except under the circumstances described above under <i>The Exchange Offer Conditions</i> , the issuer will accept for exchange any and all old notes which are properly tendered prior to the time of expiration. The registered notes to be issued to you in the exchange offer will be delivered promptly following the time of expiration. See <i>The Exchange Offer Terms of the Exchange Offer</i> .
Withdrawal	You may withdraw the tender of your old notes at any time prior to the time of expiration. We will return to you any old notes not accepted for exchange for any reason without expense to you promptly after

withdrawal, rejection of tender or termination of the exchange offer.

Exchange Agent

The Bank of New York Mellon Trust Company, N.A. is serving as the exchange agent in connection with the exchange offer.

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Consequences of Failure to Exchange	If you do not participate in the exchange offer for your old notes, upon completion of the exchange offer, the liquidity of the market for your old notes could be adversely affected. See <i>The Exchange Offer Consequences of Failure to Exchange</i> .
Material United States Federal Income Tax Consequences of the Exchange Offer	The exchange of old notes for registered notes in the exchange offer will not be a taxable event for United States federal income tax purposes. See <i>Material United States Federal Income Tax Consequences</i> .
Federal and State Regulatory Approvals	No federal or state regulatory requirements must be complied with and no approval must be obtained in connection with the transaction.
Dissenters' Rights	No dissenters' rights of appraisal exist.

Table of Contents**Summary of the Terms of the Registered Notes**

The summary below describes the principal terms of the registered notes. Certain of the terms described below are subject to important limitations and exceptions. See the section entitled "Description of Notes" of this prospectus for a more detailed description of the terms of the registered notes and the indenture governing the registered notes. In this subsection, we, us and our refer only to Altra Holdings, Inc., as issuer of the registered notes, and not to any of our subsidiaries.

Issuer	Altra Holdings, Inc.
Securities Offered	\$210,000,000 aggregate principal amount of 8 1/8% Senior Secured Notes due 2016.
Maturity Date	December 1, 2016.
Interest Rate	We will pay interest on the registered notes at an annual interest rate of 8 1/8%.
Interest Payment Dates	We will make interest payments on the registered notes semi-annually in arrears on June 1 and December 1 of each year, beginning June 1, 2010. Interest will accrue from November 25, 2009.
Guarantees	The registered notes and our obligations under the indenture governing the registered notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by each of our existing and future domestic restricted subsidiaries. The registered notes will not be guaranteed by our foreign subsidiaries or our unrestricted subsidiaries. As of September 26, 2009, our foreign subsidiaries had approximately \$3.5 million of indebtedness outstanding (other than indebtedness to us or a restricted subsidiary). Our foreign subsidiaries generated approximately 32% of our consolidated sales in the nine-month period ended September 26, 2009 and held approximately 31% of our consolidated assets as of September 26, 2009.
Security Interests	The registered notes, the guarantees and our obligations under the indenture governing the registered notes will be secured by a second-priority security interest in substantially all of our and the guarantors' assets, including a pledge of 65% of the capital stock of our foreign subsidiaries, subject to certain exceptions. The registered notes and the guarantees will not be secured by any assets of our foreign subsidiaries or our unrestricted subsidiaries.
Ranking	The indenture governing the registered notes will permit us to incur indebtedness in an amount up to the greater of (i) \$65.0 million and (ii) the Credit Facilities Borrowing Base, as defined in "Description of Notes - Certain Definitions," under a new senior secured credit facility which Altra Industrial entered into concurrently with the consummation of the offering of the old notes. The registered notes and the guarantees will rank senior in right of payment to all of our and the guarantors' future

subordinated indebtedness and equal in right of payment with all of our and the guarantors' existing and future senior indebtedness, including indebtedness under Altra Industrial's new senior secured credit facility. The registered notes and guarantees will be secured by a second priority lien on substantially all of the assets of Altra and the guarantors. Pursuant to the terms of an intercreditor agreement, the security interests securing the registered notes will be subject to first priority liens securing the new senior

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secured credit facility to the extent of the value of the collateral securing Altra Industrial's new senior secured credit facility and to purchase money indebtedness, capital lease obligations and certain other secured indebtedness permitted under the indenture. The intercreditor agreement with the new senior secured credit facility will provide for a 120-day standstill period by the collateral agent for the registered notes in the event a standstill notice is provided by the lenders under the new senior secured credit facility after an event of default of the new senior secured credit facility.

Optional Redemption

On or after December 1, 2012, we may redeem some or all of the registered notes at the redemption prices set forth under *Description of Notes*, plus accrued and unpaid interest to the date of redemption. On or prior to December 1, 2012, we may, at our option, redeem up to 35% of the aggregate principal amount of the registered notes at the premium set forth under *Description of Notes*, plus accrued and unpaid interest, with the net cash proceeds of certain equity offerings. During each twelve-month period ending on December 1, 2010, 2011 and 2012, we may redeem up to 10% of the originally issued principal amount of registered notes, at a redemption price equal to 103% of the principal amount of the registered notes redeemed. In addition, we may, at our option, redeem some or all of the registered notes at any time prior to December 1, 2012, by paying a make-whole premium.

Change of Control Offer

If we experience certain change-of-control events, the holders of the registered notes will have the right to require us to purchase their registered notes at a price in cash equal to 101% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date of purchase.

Asset Sale Offer

Upon certain asset sales, we may be required to offer to use a portion of the net proceeds of the asset sale to purchase some of the registered notes at 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date of purchase.

Certain Covenants

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

incur or guarantee additional indebtedness or issue disqualified capital stock;

transfer or sell assets;

pay dividends or distributions, redeem subordinated indebtedness, make certain types of investments or make other restricted payments;

create or incur liens;

incur dividend or other payment restrictions affecting certain subsidiaries;

consummate a merger, consolidation or sale of all or substantially all of our assets;

enter into transactions with affiliates;

designate subsidiaries as unrestricted subsidiaries;

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engage in a business other than a business that is the same or similar to our current business or a reasonably related business; and

take or omit to take any actions that would adversely affect or impair in any material respect the collateral securing the registered notes.

These covenants will be subject to a number of important exceptions and qualifications. See *Description of Notes* *Certain Covenants*.

Use of Proceeds

We will not receive any cash proceeds from the issuance of the registered notes in exchange for the old notes. We are making this exchange solely to satisfy our obligations under the registration rights agreement. In consideration for issuing the registered notes, we will receive old notes in an equal aggregate principal amount. The old notes surrendered in the exchange for the registered notes will be cancelled and cannot be reissued. Accordingly, issuance of the registered notes will not result in any change in our indebtedness. See *Use of Proceeds*.

No Public Market

The registered notes are a new issue of securities and will not be listed on any securities exchange or included in any automated quotation system. The Initial Purchasers have advised us that they intend to make a market in the registered notes. The initial purchasers are not obligated, however, to make a market in the registered notes, and any such market may be discontinued by the initial purchasers in their discretion at any time without notice. See *Plan of Distribution*.

For more information about the registered notes, see *Description of Notes* in this prospectus.

You should refer to *Risk Factors* for an explanation of certain risks related to investing in the registered notes.

Table of Contents**Summary Consolidated Historical and As Adjusted Financial Information**

The following table sets forth our summary consolidated historical and as adjusted financial data for fiscal years 2006, 2007 and 2008 and for the unaudited nine months ended September 27, 2008 and September 26, 2009 and for the unaudited LTM Period. The summary consolidated historical and as adjusted financial data set forth below should be read in conjunction with (i) the section entitled *Use of Proceeds* contained elsewhere in this prospectus, (ii) our consolidated financial statements and the notes thereto and the *Management's Discussion and Analysis of Financial Condition and Results of Operations* contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2008, which is incorporated by reference into this prospectus, and our Quarterly Report on Form 10-Q for the quarterly period ended September 26, 2009, which is incorporated by reference into this prospectus, and (iii) our Form 8-K filed on November 5, 2009, which amends Item 8 of Part II, Financial Statements and Supplementary Data, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2008, which is incorporated by reference into this prospectus.

The summary consolidated historical financial data as of December 31, 2007 and 2008 and for the fiscal years ended December 31, 2007 and 2008 have been derived from our consolidated historical financial statements incorporated by reference into this prospectus. The summary consolidated historical financial data as of December 31, 2006 and for the fiscal year ended December 31, 2006 has been derived from our consolidated historical December 31, 2006 financial statements not included in this prospectus. The summary consolidated unaudited historical financial data for the nine months ended September 27, 2008 and September 26, 2009 have been derived from our consolidated unaudited historical financial statements incorporated by reference into this prospectus which, in the opinion of management, include all adjustments, including usual recurring adjustments, necessary for the fair presentation of that information for such periods. The financial data presented for the interim periods is not necessarily indicative of the results for the full year.

The summary consolidated financial data for the unaudited LTM Period have been prepared by adding the financial data from our audited consolidated financial statements for the fiscal year ended December 31, 2008 to the financial data from our unaudited condensed consolidated financial statements for the nine months ended September 26, 2009 and subtracting the financial data from our unaudited condensed consolidated financial statements for the nine months ended September 27, 2008 (each included elsewhere in this prospectus). The results of operations for the LTM Period are not necessarily indicative of the results to be expected for any future period.

The summary consolidated as adjusted financial data set forth below give effect to the Refinancing Transactions as if they had occurred on September 26, 2009 for balance sheet data purposes and September 27, 2008 for income statement purposes. Such data is based on assumptions and is presented for illustrative and informational purposes only and does not purport to represent what our actual financial position or results of operations would have been had this offering and the Refinancing Transactions actually been completed on the date or for the periods indicated, and is not necessarily indicative of our financial position or results of operations as of the specified date or in the future.

	Fiscal Year Ended December 31			Nine Months Ended		LTM
	2006	2007	2008	September 27	September 26	Ended
				2008	2009	September 26
				(Unaudited)	(Unaudited)	(Unaudited)
Statement of Operations						
Data						
Net sales	\$ 462,285	\$ 584,376	\$ 635,336	\$ 490,523	\$ 341,183	\$ 485,996

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Cost of sales	336,836	419,109	449,244	346,517	250,950	353,677
Gross profit	125,449	165,267	186,092	144,006	90,233	132,319
Selling, general and administrative expenses	83,276	92,898	99,185	76,623	60,971	83,533
Research and development expenses	4,938	6,077	6,589	5,160	4,569	5,998
Goodwill impairment			31,810			31,810
Restructuring costs		2,399	2,310	1,149	5,360	6,521
(Gain) loss from curtailment on post retirement benefit plan	(3,838)	2,745	(925)	(276)	(1,467)	(2,116)
Loss on sale/disposal of assets		313	1,584	193	516	1,907
Total operating expenses	84,376	104,432	140,553	82,849	69,949	127,653
Income from operations	41,073	60,835	45,539	61,157	20,284	4,666
Income (loss) from continuing operations	\$ 8,941	\$ 13,461	\$ 6,718	\$ 27,461	\$ 300	\$ (20,443)

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	Fiscal Year Ended December 31			Nine Months Ended		LTM
	2006	2007	2008	September 27 2008 (Unaudited)	September 26 2009 (Unaudited)	Ended September 26 2009 (Unaudited)
Other Financial Data:						
EBITDA(1) (unaudited)	\$ 54,828	\$ 80,161	\$ 72,632	\$ 80,575	\$ 35,720	\$ 27,777
Adjusted EBITDA(2) (unaudited)	53,791	88,268	103,113	80,270	45,865	68,708
Depreciation and amortization	14,611	21,939	21,068	16,755	16,684	20,997
Capital expenditures	9,408	11,633	19,289	12,234	5,105	12,160

	LTM Ended September 26, 2009 (Unaudited)
As Adjusted Financial Data and Credit Statistics:	
Cash interest expense(3)	\$ 17,954
Net debt	173,338
Ratio of Adjusted EBITDA(2) to cash interest expense(3)	3.8x
Ratio of net debt to Adjusted EBITDA(2)	2.5x

	As of September 26, 2009	
	Actual (Unaudited)	As Adjusted (Unaudited)
(Dollars in thousands, except ratio data)		
Balance Sheet Data:		
Cash and cash equivalents	\$ 71,940	\$ 44,534
Total assets	490,871	467,224
Total liabilities	350,590	335,834
Total stockholders' equity	140,281	131,390

(1) EBITDA, as used herein, represents net income (loss) plus provision (benefit) for income taxes, net interest expense, and depreciation and amortization. We consider EBITDA to be an important measure of performance from core operations because EBITDA excludes various income and expense items that we believe are not indicative of our operating performance. We have included information concerning EBITDA in this prospectus because we believe that such information is used by certain investors as one measure of a company's historical ability to service debt. Our calculation of EBITDA is not necessarily comparable to that of other similarly titled measures reported by other companies. EBITDA is not a presentation made in accordance with generally accepted accounting principles in the United States (GAAP) and accordingly should not be considered as an alternative to, or more meaningful than, earnings from operations, cash flows from operations or other traditional indications of a company's operating performance or liquidity. EBITDA has important limitations, and should not

be considered in isolation or as a substitute for analysis of our results as reported under GAAP. The table below provides a reconciliation of net income (loss) to EBITDA.

- (2) Adjusted EBITDA, as used herein represents EBITDA before other non-operating expense (income), restructuring costs, (gain) loss from curtailment on post retirement benefit plan, goodwill impairment, loss on sale/disposal of assets, stock based compensation and inventory adjustment. We consider Adjusted EBITDA to be an important measure of performance from core operations because Adjusted EBITDA excludes various income and expense items that we believe are not indicative of our operating performance. We believe that Adjusted EBITDA is useful to investors in evaluating our ability to incur and service debt, make capital expenditures and meet working capital requirements. We also believe that Adjusted EBITDA is useful to investors in evaluating our operating performance compared to that of other companies in the same industry, as the calculation of Adjusted EBITDA eliminates, among other things, the effects of financing and other transactions and costs and the accounting effects of capital spending, all of which may vary from one company to another for reasons unrelated to overall operating performance. Our calculation of Adjusted EBITDA is not necessarily comparable

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to that of other similarly titled measures reported by other companies. Adjusted EBITDA is not a presentation made in accordance with U.S. GAAP and accordingly should not be considered as an alternative to, or more meaningful than, earnings from operations, cash flows from operations or other traditional indications of a company's operating performance or liquidity. Adjusted EBITDA has important limitations, and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. The following table provides a reconciliation of net income (loss) to Adjusted EBITDA:

	Fiscal Year Ended December 31,			Nine Months Ended		LTM
	2006	2007	2008	September 27, 2008	September 26, 2009	Ended September 26, 2009
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
	(Dollars in thousands)					
Net income (loss)	\$ 8,941	\$ 11,460	\$ 6,494	\$ 27,237	\$ 300	\$ (20,443)
<i>Adjustments:</i>						
Provision (benefit) for income taxes	5,797	8,208	16,731	14,127	(143)	2,461
Interest expense, net	25,479	38,554	28,339	22,456	18,879	24,762
Depreciation and amortization	14,611	21,939	21,068	16,755	16,684	20,997
EBITDA	54,828	80,161	72,632	80,575	35,720	27,777
<i>Adjustments:</i>						
Other non-operating expense (income)	856	612	(6,249)	(2,887)	1,248	(2,114)
Restructuring costs(a)		2,399	2,310	1,149	5,360	6,521
(Gain) loss from curtailment on post retirement benefit plan(b)	(3,838)	2,745	(925)	(276)	(1,467)	(2,116)
Goodwill impairment(c)			31,810			31,810
Loss on sale/disposal of assets(d)		313	1,584	193	516	1,907
Stock based compensation(e)	1,945	2,038	1,951	1,516	2,273	2,708
Inventory adjustment(f)					2,215	2,215
Adjusted EBITDA	\$ 53,791	\$ 88,268	\$ 103,113	\$ 80,270	\$ 45,865	\$ 68,708

(a) Represents costs associated with reducing headcount, consolidating operating facilities and relocating manufacturing to lower cost areas.

(b) In October 2007, we renegotiated our contract with the labor union at our Erie, Pennsylvania facility, resulting in a provision to close the plant by December 2008 and triggering a special retirement pension feature and plan curtailment. In August 2008, an announcement was made that we would no longer be closing the plant in Erie, Pennsylvania and that we would continue to employ those employees that had not previously been terminated. In connection with the change at the Erie, Pennsylvania plant, as employees were terminated, we recorded a post-retirement benefit plan curtailment gain. In March 2009, we reached a new collective bargaining agreement

with the union at our Erie, Pennsylvania facility, resulting in a provision that eliminates benefits that employees were entitled to receive through the existing other post employment benefit plan (OPEB). OPEB benefits will no longer be available for retired and active employees.

- (c) In the fourth quarter of 2008, we recorded a non-cash impairment of goodwill related to our TB Wood s, Huco and Warner Linear businesses. The impairment was driven by the economic downturn.
- (d) Represents the loss on sale or abandonment of fixed assets at various locations.
- (e) Represents non-cash stock based compensation for key management.
- (f) Represents a non-cash inventory charge taken in the first quarter of 2009 due to the economic downturn.
- (3) As adjusted cash interest expense represents cash interest paid for the LTM Period after giving effect to the Refinancing Transactions as if they had occurred on September 28, 2008.

Table of Contents**RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth our ratio of earnings to fixed charges for each of the years ended December 31, 2008, 2007, 2006, 2005 and the period from inception (December 1, 2004) to December 31, 2004, and the nine months ended September 26, 2009. The table also includes the ratio of earnings to fixed charges for our predecessor, Power Transmission Holding LLC, for the period from January 1, 2004 through November 30, 2004.

	Nine Months Ended September 26, 2009	Fiscal Year Ended December 31,				Period from December 1, 2004 to December 31, 2004	Period from January 1, 2004 to November 30, 2004 Predecessor
		2008	2007	2006	2005		
Ratio of earnings to fixed charges	1.01x	1.80x	1.56x	1.70x	1.48x	*	3.63x

* Earnings were insufficient to cover fixed charges in the period December 1 to December 31, 2004 by \$6.0 million.

For purposes of calculating the ratios of earnings to fixed charges:

1. Earnings is the amount of income before income taxes, discontinued operations, cumulative effect of change in accounting principle charges, and fixed charges.
2. Fixed charges is the sum of (i) interest expense and (ii) a portion of rental expense which we believe is representative of the interest component of rental expense.

For the periods indicated above, we had no outstanding shares of preferred stock with required dividend payments. Therefore, our ratios of earnings to combined fixed charges and preferred stock dividends for the periods indicated are identical to the ratios presented in the table above.

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RISK FACTORS

Participating in the exchange offer and investing in the registered notes involves a high degree of risk. You should read and consider carefully each of the following factors, as well as the other information contained in this prospectus, before making a decision on whether to participate in the exchange offer. Any of the following risks could materially adversely affect our business, financial condition or results of operations. In such case, you may lose all or part of your original investment.

Risks Associated with the Exchange Offer

An active trading market may not develop for the registered notes, which may affect your ability to resell your registered notes.

The registered notes will be registered under the Securities Act, but will constitute a new issue of securities with no established trading market, and there is a risk that:

a liquid trading market for the registered notes may not develop;

holders may not be able to sell their registered notes; or

the price at which the holders would be able to sell their registered notes may be lower than anticipated and lower than the principal amount or original purchase price.

If a trading market were to develop, the trading price of the registered notes will depend on many factors, including prevailing interest rates, the market for similar debentures and our financial performance.

We understand that the Initial Purchaser of the old notes presently intends to make a market in the notes. However, it is not obligated to do so, and any market-making activity with respect to the notes may be discontinued at any time without notice. In addition, any market-making activity will be subject to the limits imposed by the Securities Act and the Exchange Act, and may be limited during the exchange offer or the pendency of an applicable shelf registration statement. An active trading market may not exist for the registered notes, and any trading market that does develop may not be liquid.

In addition, any holder who tenders in the exchange offer for the purpose of participating in a distribution of the registered notes may be deemed to have received restricted securities, and if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. For a description of these requirements, see *The Exchange Offer*.

Your old notes will not be accepted for exchange if you fail to follow the exchange offer procedures.

We will not accept your old notes for exchange if you do not follow the exchange offer procedures. We will issue registered notes as part of this exchange offer only after a timely receipt of your old notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you wish to tender your old notes, please allow sufficient time to ensure timely delivery. If we do not receive your old notes, letter of transmittal and other required documents by the time of expiration of the exchange offer, we will not accept your old notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of outstanding old notes for exchange. If there are defects or irregularities with respect to your tender of old notes, we

will not accept your old notes for exchange.

If you fail to exchange your old notes, there will continue to be restrictions on your ability to resell your old notes and such notes may become less liquid.

Following the exchange offer, old notes that you do not tender or that we do not accept will continue to be restricted securities. You may not offer or sell untendered old notes except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue registered notes in exchange for the old notes pursuant to the exchange offer only following the satisfaction of the procedures and conditions described elsewhere in this prospectus. These procedures and conditions include timely receipt by the exchange agent of the old notes and of a properly completed and duly executed letter of transmittal. Because we

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anticipate that most holders of old notes will elect to exchange their old notes, we expect that the liquidity of the market for any old notes remaining after the completion of the exchange offer will be substantially limited.

Risks Related to the Registered Notes

Our substantial level of indebtedness could adversely affect our financial condition, harm our ability to react to changes to our business, and prevent us from fulfilling our obligations under our debt.

As of September 26, 2009, after giving pro forma effect to the offering of the old notes and the entry by Altra Industrial into the new senior secured credit facility, we would have \$217.9 million of indebtedness outstanding. Under Altra Industrial's new senior secured credit facility we have an initial amount of up to \$50.0 million available for additional borrowing (subject to adjustment pursuant to a borrowing base and subject to increase from time to time in accordance with the terms of the credit facility). See the section entitled *Description of Other Indebtedness* for more detailed information.

Our high level of indebtedness could have significant adverse effects on our business, including the following:

make it more difficult for us to satisfy our obligations with respect to the registered notes;

our high level of indebtedness makes us more vulnerable to economic downturns and adverse developments in our business;

our ability to obtain additional financing for working capital, capital expenditures, acquisitions, or general corporate purposes may be impaired;

we must use a substantial portion of our cash flow from operations to pay interest on the registered notes and our other indebtedness, which will reduce the funds available to us for operations and other purposes;

all of the indebtedness outstanding under our purchase money indebtedness, equipment financing, and real estate mortgages will have a prior ranking claim on the underlying assets;

our ability to fund a change of control offer may be limited;

our high level of indebtedness could place us at a competitive disadvantage compared to our competitors that may have proportionately less debt;

our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate may be limited; and

we may be restricted from making strategic acquisitions or exploiting other business opportunities.

We expect to use cash flow from operations to pay our expenses and amounts due under the registered notes and our outstanding indebtedness. Our ability to make these payments depends on our future performance, which will be affected by financial, business, economic, and other factors, many of which we cannot control. Our business may not generate sufficient cash flow from operations in the future and our anticipated growth in revenue and cash flow may not be realized, either or both of which could result in our being unable to repay indebtedness, including the notes, or to fund other liquidity needs. If we do not have enough money, we may be required to refinance all or part of our then-existing debt (including the notes), sell assets, or borrow more money. We may not be able to accomplish any of these alternatives on terms acceptable to us, or at all. In addition, the terms of existing or future debt agreements,

including Altra Industrial's new senior secured credit facility and the indentures governing the registered notes, may restrict us from adopting any of these alternatives. The failure to generate sufficient cash flow or to achieve any of these alternatives could materially and adversely affect the value of the notes and our ability to pay the amounts due under the registered notes.

Despite our substantial indebtedness, we may still incur significantly more debt. This could exacerbate the risks associated with our substantial leverage.

We may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. Our business is capital intensive, and we regularly seek additional capital. Although the indenture governing the registered notes and Altra Industrial's new senior secured credit facility contain restrictions on the incurrence of

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additional debt, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions, including secured debt, could be substantial. Altra Industrial's new senior secured credit facility permits additional borrowings in an initial amount of up to \$50.0 million (subject to adjustment pursuant to a borrowing base and subject to increase from time to time in accordance with the terms of the credit facility). Adding additional debt to current debt levels could exacerbate the leverage-related risks described above. If we incur any additional indebtedness that ranks equally with the registered notes, the holders of that debt will be entitled to share ratably with the holders of the registered notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of us, subject to any collateral securing the registered notes. See the section entitled *Description of Other Indebtedness* for more detailed information.

To service our indebtedness and other obligations, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including the registered notes, and to fund working capital needs and planned capital expenditures, will depend on our ability to generate cash in the future. A significant reduction in our operating cash flows resulting from changes in economic conditions, increased competition or other events beyond our control could increase the need for additional or alternative sources of liquidity and could have a material adverse effect on our business, financial condition, results of operations, prospects and our ability to service our debt and other obligations. If we are unable to service our indebtedness, we will be forced to adopt an alternative strategy that may include actions such as reducing capital expenditures, selling assets, restructuring or refinancing our indebtedness or seeking additional equity capital. We cannot assure you that any of these alternative strategies could be effected on satisfactory terms, if at all, or that they would yield sufficient funds to make required payments on the registered notes and our other indebtedness.

We cannot assure you that our business will generate sufficient cash flows from operations or that future borrowings will be available to us under Altra Industrial's new senior secured credit facility or otherwise in an amount sufficient to enable us to pay our indebtedness, including these registered notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including the registered notes, on or before the maturity of the debt. We cannot assure you that we will be able to refinance any of our indebtedness, including Altra Industrial's new senior secured credit facility and the registered notes, on commercially reasonable terms or at all.

We are a holding company and depend upon the earnings of our subsidiaries to make payments on the registered notes.

We are a holding company and conduct all of our operations through our subsidiaries. All of our operating income is generated by our operating subsidiaries. We must rely on dividends and other advances and transfers of funds from our subsidiaries, and earnings from our investments in cash and marketable securities, to provide the funds necessary to meet our debt service obligations, including payment of principal and interest on the registered notes. Although we are the sole stockholder, directly or indirectly, of each of our operating subsidiaries and therefore able to control their respective declarations of dividends, applicable laws may prevent our operating subsidiaries from being able to pay such dividends. In addition, such payments may be restricted by claims against our subsidiaries by their creditors, such as suppliers, vendors, lessors, and employees, and by any applicable bankruptcy, reorganization, or similar laws applicable to our operating subsidiaries. The availability of funds, and therefore the ability of our operating subsidiaries to pay dividends or make other payments or advances to us, will depend upon their operating results.

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

Any default under Altra Industrial's new senior secured credit facility that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could make us unable to pay principal, premium, if any, and interest on the registered notes and substantially decrease the market value of the registered notes. If we are unable to generate sufficient cash flows and are otherwise unable to obtain funds necessary to meet

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required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness including Altra Industrial's new senior secured credit facility, we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed under such agreements to be due and payable, together with accrued and unpaid interest, the lenders under Altra Industrial's new senior secured credit facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against our assets and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may, in the future, need to seek to obtain waivers from the required lenders under Altra Industrial's new senior secured credit facility or other debt that we may incur in the future to avoid being in default. If we breach our covenants under Altra Industrial's new senior secured credit facility and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under Altra Industrial's new senior secured credit facility, the lenders could exercise their rights as described above and we could be forced into bankruptcy or liquidation. If we are unable to repay debt, lenders having secured obligations, such as the lenders under Altra Industrial's new senior secured credit facility and holders of the registered notes, could proceed against the collateral securing the debt. Because the indenture governing the registered notes and Altra Industrial's new senior secured credit facility will have customary cross-default provisions, if the indebtedness under the registered notes or under Altra Industrial's new senior secured credit facility or any of our other debt is accelerated, we may be unable to repay or finance the amounts due. See the section entitled *Description of Other Indebtedness* for more detailed information.

The registered notes impose significant operating and financial restrictions, which may prevent us from pursuing our business strategies or favorable business opportunities.

Subject to a number of important exceptions, the indenture governing the registered notes and Altra Industrial's new senior secured credit facility may limit our and Altra Industrial's ability to:

- incur more debt;
- pay dividends or make other distributions;
- redeem stock;
- issue stock of subsidiaries;
- make certain investments;
- create liens;
- reorganize our corporate structure;
- enter into transactions with affiliates;
- merge or consolidate; and
- transfer or sell assets.

The restrictions contained in the indenture governing the registered notes and Altra Industrial's new senior secured credit facility may prevent us from taking actions that we believe would be in the best interest of our business, and may make it difficult for us to successfully execute our business strategy or effectively compete with companies that

are not similarly restricted. A breach of any of these covenants or the inability to comply with the required financial ratios could result in a default under the notes, Altra Industrial's new senior secured credit facility, or the indenture governing the registered notes, as applicable. If any such default occurs, the lenders under Altra Industrial's senior secured credit facility and the holders of our registered notes may elect to declare all of their respective outstanding debt, together with accrued interest and other amounts payable thereunder, to be immediately due and payable. The lenders under Altra Industrial's new senior secured credit facility also have the right in these circumstances to terminate any commitments they have to provide further borrowings. In addition, following an event of default under Altra Industrial's new senior secured credit facility, the lenders under the facility will have the right to proceed against the collateral granted to them to secure the debt. If the debt under Altra Industrial's new senior secured credit facility or the registered notes were to be accelerated, our assets may not be sufficient to repay

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in full the registered notes and all of our other debt. See the section entitled *Description of Other Indebtedness* for more detailed information.

We may not be able to satisfy our obligations to holders of the registered notes upon a change of control or sale of assets.

Upon the occurrence of a change of control, as defined in the indenture, we will be required to offer to purchase the notes at a price equal to 101% of the principal amount of such notes, together with any accrued and unpaid interest, to the date of purchase. See *Description of Notes Repurchase at the Option of Holders Change of Control*.

Upon the occurrence of an asset sale, as defined in the indenture, we will under certain circumstances be required to offer to purchase the registered notes at a price equal to 100% of the principal amount of such registered notes, together with any accrued and unpaid interest, to the date of purchase. See *Description of Notes Repurchase at the Option of Holders Asset Sale*.

We cannot assure you that, if a change of control offer or asset sale offer is made, we will have available funds sufficient to pay the change of control purchase price or asset sale purchase price for any or all of the registered notes that might be delivered by holders of the notes seeking to accept the change of control offer or asset sale offer. If we are required to purchase notes pursuant to a change of control offer or asset sale offer, we would be required to seek third-party financing to the extent we do not have available funds to meet our purchase obligations. There can be no assurance that we will be able to obtain such financing on acceptable terms to us or at all. Accordingly, none of the holders of the registered notes may receive the change of control purchase price or asset sale purchase price for their notes. Our failure to make or consummate the change of control offer or asset sale offer, or to pay the change of control purchase price or asset sale purchase price when due, will give the holders of the registered notes the rights described in *Description of Notes Events of Default and Remedies*.

In addition, the events that constitute a change of control or asset sale under the indenture may also be events of default under Altra Industrial's new senior secured credit facility. These events may permit the lenders under Altra Industrial's new senior secured credit facility to accelerate the debt outstanding thereunder and, if such debt is not paid, to enforce security interests in our specified assets, thereby limiting our ability to raise cash to purchase the notes and reducing the practical benefit of the offer-to-purchase provisions to the holders of the registered notes.

The proceeds from the collateral securing the registered notes may not be sufficient to pay all amounts owed under the registered notes if an event of default occurs.

The registered notes will rank senior in right of payment to all existing and future senior subordinated indebtedness and equal in right of payment with all other existing and future senior indebtedness, but will be effectively senior to all future unsecured senior indebtedness and unsecured trade credit. The registered notes will be unconditionally guaranteed on a senior secured basis by each of our existing and future domestic subsidiaries. The guarantees will rank senior in right of payment to all existing and future senior subordinated indebtedness of these subsidiaries, and equal in right of payment with all existing and future senior indebtedness of these subsidiaries.

The registered notes and the guarantees will be secured by a security interest in substantially all of our and our domestic subsidiaries' tangible and intangible assets. The registered notes, however, will not be secured by any assets of our foreign subsidiaries, representing approximately 31% of our consolidated assets as of September 26, 2009, or our unrestricted subsidiaries. The registered notes and the guarantees also will be secured by a pledge of the stock of our domestic subsidiaries. The liens on the collateral that secure the registered notes and the guarantees will be contractually subordinated pursuant to an intercreditor agreement to the liens securing the indebtedness under Altra Industrial's new senior secured credit facility. Therefore, in the event of a bankruptcy, liquidation, dissolution,

reorganization or similar proceeding against us, or an acceleration of our indebtedness under Altra Industrial's new senior secured credit facility, the assets that secure Altra Industrial's new senior secured credit facility on a first priority basis must be used first to pay the lenders thereunder before any payments are made therewith on the registered notes.

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No appraisal of the value of the collateral has been made in connection with the offering of the registered notes, and the value of the collateral in the event of liquidation will depend on market and economic conditions, the availability of buyers, and other factors. Consequently, we cannot assure you that liquidating the collateral securing the registered notes would produce proceeds in an amount sufficient to pay any amounts due under the registered notes after also satisfying the obligations to pay any other senior secured creditors. Nor can we assure you that the fair market value of the collateral securing the registered notes would be sufficient to pay any amounts due under the registered notes following their acceleration.

Additionally, the terms of the indenture will allow us to issue additional notes in certain circumstances. The indenture will not require that we maintain the current level of collateral or maintain a specific ratio of indebtedness-to-asset values. Any additional registered notes issued pursuant to the indenture will rank *pari passu* with the registered notes and be entitled to the same rights and priority with respect to the collateral. Thus, the issuance of additional registered notes pursuant to the indenture may have the effect of significantly diluting your ability to recover payment in full from the then existing pool of collateral. In addition, releases of collateral from the liens securing the registered notes are permitted under some circumstances. See *Description of Notes Security*.

The collateral is subject to casualty risks.

We will be obligated under the collateral arrangements to maintain adequate insurance or otherwise insure against hazards as is customarily done by corporations having assets of a similar nature in the same or similar localities. There are, however, certain losses that may be either uninsurable or not economically insurable, in whole or in part. As a result, it is possible that the insurance proceeds will not compensate us fully for our losses. If there is a total or partial loss of any of the pledged collateral, we cannot assure you that any insurance proceeds received by us will be sufficient to satisfy all of our secured obligations, including the registered notes.

The registered notes will not be guaranteed by any of our foreign, immaterial or unrestricted subsidiaries, and the registered notes and the guarantees of the registered notes will not be secured by any assets of our foreign, immaterial or unrestricted subsidiaries.

The subsidiary guarantors of the registered notes include only our domestic subsidiaries. The registered notes will not be guaranteed by any of our foreign, immaterial or unrestricted subsidiaries, and the registered notes and the guarantees of the registered notes will not be secured by any assets of our foreign, immaterial or unrestricted subsidiaries. In addition, although the registered notes and the guarantees of the registered notes will be secured by a pledge of 65% of the capital stock of our foreign subsidiaries, the registered notes and the guarantees of the registered notes will not be secured by the remaining capital stock of our foreign subsidiaries. As a result of this structure, the registered notes will be structurally subordinated to all indebtedness and other obligations, including trade payables, of our non-guarantor subsidiaries. The effect of this subordination is that, in the event of a bankruptcy, liquidation, dissolution, reorganization, or similar proceeding involving a non-guarantor subsidiary, the assets of that subsidiary cannot be used to pay registered note holders until after all other claims against that subsidiary, including trade payables, have been fully paid. In addition, holders of minority equity interests in non-guarantor subsidiaries may receive distributions prior to, or pro rata with, us, depending on the terms of the equity interests.

The historical financial data included in this prospectus include our non-guarantor subsidiaries. In fiscal 2008, the aggregate net sales of our non-guarantor subsidiaries were \$222.4 million, representing approximately 35% of our consolidated sales. As of December 31, 2008, and September 26, 2009, the aggregate total assets (based on book value) of our non-guarantor subsidiaries were \$152.6 million, representing approximately 30% of our total assets (based on book value), and \$154.4 million, representing approximately 31% of our total assets (based on book value), respectively.

In addition, our unrestricted subsidiaries will not be subject to the restrictive covenants in the indenture under which the registered notes are being issued. As a result, our unrestricted subsidiaries will be able to engage in many of the activities that we and our restricted subsidiaries are prohibited or limited from doing under the terms of the indenture, such as selling, conveying or distributing assets, incurring additional debt, pledging assets, guaranteeing debt, paying dividends, making investments and entering into mergers or other business combinations, subject to

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certain restrictive covenants in any of their financing documents, as applicable. These actions could be detrimental to our ability to make payments of principal and interest when due and to comply with our other obligations under the registered notes, and may reduce the amount of our assets that will be available to satisfy your claims should we default on the registered notes. As of the date of the indenture, we will not have any unrestricted subsidiaries.

Holders of registered notes will not control decisions regarding collateral.

In connection with this offering, the trustee and collateral agent for the holders of the registered notes will enter into an intercreditor agreement with the agent under Altra Industrial's new senior secured credit facility. The intercreditor agreement will provide, among other things, that the lenders under Altra Industrial's new senior secured credit facility will control substantially all matters related to the collateral that secures Altra Industrial's new senior secured credit facility on a first priority basis, the lenders under Altra Industrial's new senior secured credit facility may foreclose on or take other actions with respect to such collateral with which holders of the registered notes may disagree or that may be contrary to the interests of holders of the registered notes, to the extent such collateral is released from securing Altra Industrial's new senior secured credit facility to satisfy such claims, the liens on such collateral securing the registered notes will also automatically be released without any further action by the trustee, collateral agent or the holders of the registered notes, and the holders of the registered notes will agree to waive certain of their rights relating to such collateral in connection with a bankruptcy or insolvency proceeding involving us or any guarantor of the registered notes. See the sections entitled *Description of Notes Security and Description of Notes Intercreditor Agreement*.

A court could void the registered notes, the guarantees, or the security interests under fraudulent conveyance laws.

Under the U.S. bankruptcy law and comparable provisions of the state fraudulent transfer laws, the registered notes, the guarantees, or the grant of the security interests could be voided, or claims in respect to the registered notes, the guarantees or the grant of the security interests could be subordinated to all of our existing debt or our guarantors other debts if, among other things, we, at the time of the issuance of the registered notes, our guarantors, at the time they incurred the indebtedness evidenced by their guarantees, or we or our guarantors, at the time we or our guarantors granted the security interests:

intended to hinder, delay or defraud any present or future creditor; or

received less than reasonably equivalent value and/or fair consideration for the issuance of the registered notes, the incurrence of the guarantee, or the granting of the security interests; or

were insolvent or rendered insolvent by reason of the issuance of the registered notes, the incurrence of the guarantee, or the granting of the security interests; or

were engaged in a business or transaction for which our, our guarantors or the security-interest grantors remaining assets constituted unreasonably small capital; or

intended to incur, or believed that we or our guarantors would incur, debts beyond our or our guarantors' ability to pay such debts as they mature.

Moreover, any payments made by us on the registered notes or by our guarantors pursuant to their guarantees could be voided and required to be returned to us or our guarantors, or to a fund for the benefit of our creditors or our guarantors' creditors. To the extent that the registered notes, any guarantees or any security interests are voided as a fraudulent conveyance, the claims of holders of the registered notes would be adversely affected.

In addition, a legal challenge of the registered notes, the guarantees, or the security interests on fraudulent transfer grounds will focus on, among other things, the benefits, if any, realized by us, our guarantors, or any grantors of security interests as a result of the issuance of the registered notes. The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the governing law. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, were greater than the fair saleable value of all of its assets; or

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if the present fair saleable value of its assets were less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that the registered notes are being issued, guarantees are being incurred, and the security interests are being granted for proper purposes, in good faith, and for fair consideration and reasonably equivalent value, and that we, after giving effect to the issuance of the registered notes, each guarantor, after giving effect to its guarantee of the registered notes, and each grantor of security interests, after giving effect to the grant of those security interests, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged, and will not have incurred debts beyond its ability to pay such debts as they mature. There can be no assurance, however, as to what standard a court would apply in making such determinations, or that a court would agree with our conclusions in this regard.

Rights of holders of registered notes in the collateral may be adversely affected by bankruptcy proceedings.

The right of the collateral agent for the registered notes to repossess and dispose of the collateral securing the registered notes upon acceleration is likely to be significantly impaired by federal bankruptcy law if bankruptcy proceedings are commenced by or against us prior to, or possibly even after, the collateral agent has repossessed and disposed of the collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent for the registered notes, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from a debtor, without bankruptcy court approval. Moreover, bankruptcy law permits the debtor to continue to retain and to use collateral, and the proceeds, products, rents, or profits of the collateral, even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given adequate protection. The meaning of the term adequate protection may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional security, if and at such time as the court in its discretion determines, for any diminution in the value of the collateral as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the registered notes could be delayed following commencement of a bankruptcy case, whether or when the collateral agent would repossess or dispose of the collateral, or whether or to what extent holders of the registered notes would be compensated for any delay in payment or loss of value of the collateral through the requirements of adequate protection. Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the registered notes, the holders of the registered notes would have undersecured claims as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, costs, and attorneys' fees for undersecured claims during the debtor's bankruptcy case.

Rights of holders of registered notes in the collateral may be adversely affected by the failure to perfect liens on certain collateral acquired in the future.

The liens securing the registered notes cover substantially all of our and our domestic subsidiaries' tangible and intangible assets, whether now owned or acquired or arising in the future. Applicable law requires that certain property and rights acquired after the grant of a general security interest or lien can only be perfected at the time such property and rights are acquired and identified. There can be no assurance that the trustee or the collateral agent will monitor, or that we will inform the trustee or the collateral agent of, the future acquisition of property and rights that constitute collateral, and that the necessary action will be taken to properly perfect the lien on such after acquired collateral. Neither the trustee, nor the collateral agent for the registered notes has any obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interests therein.

Such failure may result in the loss of the lien thereon or of the priority of the lien securing the registered notes.

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Any future pledge of collateral might be avoidable in bankruptcy.

Any future pledge of collateral to secure the registered notes, including pursuant to security documents delivered after the date of the indenture, might be avoidable by the pledgor (as debtor in possession) or by its trustee in bankruptcy if certain events or circumstances exist or occur, including, among others, if (1) the pledgor is insolvent at the time of the pledge, (2) the pledge permits the holders of the registered notes to receive a greater recovery than if the pledge had not been given, and (3) a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge, or, in certain circumstances, a longer period.

Our domestic subsidiaries may be unable to fulfill their obligations under their guarantees.

The registered notes and the guarantees will be secured by a security interest in substantially all of our domestic subsidiaries' tangible and intangible assets. We expect that our domestic subsidiaries will use cash flow from operations to pay amounts due, if any, pursuant to their guarantees of the registered notes. The ability of such subsidiaries to make these payments depends on our future performance, which will be affected by financial, business, economic, and other factors, many of which we cannot control. Such subsidiaries' businesses may not generate sufficient cash flow from operations in the future and their anticipated growth in revenue and cash flow may not be realized, either or both of which could result in their being unable to honor their guarantees or to fund other liquidity needs. If such subsidiaries do not have enough money, they may be required to refinance all or part of their then-existing debt, sell assets, or borrow more money. They may not be able to accomplish any of these alternatives on terms acceptable to them, or at all. In addition, the terms of existing or future debt agreements, including Altra Industrial's new senior secured credit facility and our indentures, may restrict such subsidiaries from adopting any of these alternatives. The failure of our subsidiaries to generate sufficient cash flow or to achieve any of these alternatives could materially and adversely affect the value of the registered notes and the ability of such subsidiaries to pay the amounts due under their guarantees, if any.

The information contained in our Form 10-K for the Fiscal Year Ended December 31, 2008, our Form 10-Qs for the Fiscal Quarters Ended March 28, 2009, June 27, 2009 and September 26, 2009 and our Definitive Proxy Statement dated April 3, 2009, does not contain all the revisions to our disclosure suggested by the SEC in their comment letters during fiscal year 2009.

During fiscal year 2009, the SEC reviewed and commented on our Form 10-K for the Fiscal Year Ended December 31, 2008, our Form 10-Q for the Fiscal Quarter Ended March 31, 2009 and our Definitive Proxy Statement dated April 3, 2009. In their comment letter, the SEC asked us to revise our disclosures in our applicable future filings and to show them in our supplemental response what our proposed revisions would look like. We responded to such comments and on September 11, 2009, the SEC informed us that they had completed their review of our Form 10-K, Form 10-Q and Definitive Proxy Statement and had no further comments.

To the extent practicable, we have included additional disclosure in our Form 10-Q for the Fiscal Quarter Ended September 26, 2009 in response to the SEC's comments. However, our Form 10-Q for the Fiscal Quarter Ended September 26, 2009, is not required to include and does not include disclosure in response to certain of the SEC's comments. Specifically, our Form 10-Q does not contain disclosure in response to the SEC's comments regarding our presentation of warranty costs, nor does it contain disclosure in response to the SEC's comments on our Definitive Proxy Statement related to compensation discussion and analysis. We intend to include these revisions in applicable future filings.

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THE EXCHANGE OFFER

Purpose and Effect

We issued the old notes on November 25, 2009 to the Initial Purchasers pursuant to Section 4(2) of the Securities Act and the Initial Purchasers resold the old notes to qualified institutional buyers, or QIBs, or persons reasonably believed to be QIBs pursuant to Rule 144A under the Securities Act and to non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. In connection with this original issuance, we and the subsidiary guarantors entered into a registration rights agreement. The registration rights agreement requires that we file a registration statement under the Securities Act with respect to the registered notes to be issued in the exchange offer and, upon the effectiveness of the registration statement, offer to you the opportunity to exchange your old notes for a like principal amount of registered notes. Except as set forth below, these registered notes will be issued without a restrictive legend and we believe, may be reoffered and resold by you without registration under the Securities Act. After we complete the exchange offer, our obligations with respect to the registration of the old notes and the registered notes will terminate, except as provided in the last paragraph of this section. Copies of the indenture relating to the notes and the registration rights agreement have been filed as exhibits to the registration statement on Form S-4 of which this prospectus forms a part.

Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties unrelated to us, we believe that the registered notes issued to you in the exchange offer may be offered for resale, resold and otherwise transferred by you, without compliance with the registration and prospectus delivery provisions of the Securities Act, unless you are a broker-dealer that receives registered notes in exchange for old notes acquired by you as a result of market-making or other trading activities. This interpretation, however, is based on your representation to us that:

the registered notes to be issued to you in the exchange offer are being acquired in the ordinary course of your business;

you are not engaging in and do not intend to engage in a distribution of the registered notes to be issued to you in the exchange offer; and

you have no arrangement or understanding with any person to participate in the distribution of the registered notes to be issued to you in the exchange offer.

If you have any of the disqualifications described above or cannot make any of the representations set forth above, you may not rely on this interpretation by the staff of the SEC referred to above. Under those circumstances, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a sale, transfer or other disposition of any notes unless you are able to utilize an applicable exemption from all those requirements. Each broker-dealer that receives registered notes for its own account in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of those registered notes. See *Plan of Distribution*.

If you will not receive freely tradeable registered notes in the exchange offer or are not eligible to participate in the exchange offer, you may elect to have your old notes registered in a shelf registration statement on an appropriate form pursuant to Rule 415 under the Securities Act. If we are obligated to file a shelf registration statement, we will be required to keep the shelf registration statement effective until the earlier of (a) two years from the date the securities were originally issued, (b) the date on which all the securities registered under the shelf registration statement are

disposed in accordance with the shelf registration statement or (c) there ceases to be any old notes outstanding. Other than as set forth in this paragraph, you will not have the right to require us to register your old notes under the Securities Act. See *Procedures for Tendering*.

We note that under the registration rights agreement, we were required to file a registration statement with the SEC by or on February 23, 2010, and such registration statement, as amended, is required to be declared effective by or on September 21, 2010. Failure to meet such requirements as of the applicable dates subjects us to an additional interest penalty on the old notes of .25% per annum for the first 90 days following such date, with an additional increase of .25% per annum for each 90-day period thereafter. The amount of additional interest penalty at any time

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is capped at 1.00% per annum and such penalty ceases to accrue after we have filed our registration statement or it has been declared effective, as applicable.

Consequences of Failure to Exchange

After we complete the exchange offer, if you have not tendered your old notes, you will not have any further registration rights, except as set forth above. Your old notes may continue to be subject to certain restrictions on transfer. Therefore, the liquidity of the market for your old notes could be adversely affected upon completion of the exchange offer if you do not participate in the exchange offer.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all old notes validly tendered and not withdrawn prior to the time of expiration. We will issue a principal amount of registered notes in exchange for the principal amount of old notes accepted in the exchange offer. You may tender some or all of your old notes pursuant to the exchange offer. However, old notes may be tendered only in denominations of \$2,000 and integral multiples of \$1,000 principal amount.

The form and terms of the registered notes are substantially the same as the form and terms of the old notes, except that the registered notes to be issued in the exchange offer have been registered under the Securities Act and will not bear legends restricting their transfer. The registered notes will be issued pursuant to, and entitled to the benefits of, the indenture which governs the old notes. The registered notes and old notes will be deemed a single issue of securities under the indenture.

As of the date of this prospectus, \$210.0 million aggregate principal amount of old notes was outstanding. This prospectus, together with the letter of transmittal, is being sent to all registered holders and to others believed to have beneficial interests in the old notes. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the SEC promulgated under the Exchange Act.

We will be deemed to have accepted validly tendered old notes when, as, and if we have given oral or written notice of its acceptance to the exchange agent. The exchange agent will act as our agent for the tendering holders for the purpose of receiving the registered notes from us. If we do not accept any tendered old notes because of an invalid tender or the failure of any conditions to the exchange offer to be satisfied, we will return the unaccepted old notes, without expense, to the tendering holder promptly after the time of expiration or termination of the tender offer. For the conditions of the exchange offer see *Conditions*.

You will not be required to pay brokerage commissions or fees or, except as set forth below under *Transfer Taxes*, transfer taxes with respect to the exchange of your old notes in the exchange offer.

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

Expiration; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2010, unless we determine, in our sole discretion, to extend the exchange offer, in which case it will expire at the later date and time to which it is extended. We do not currently intend to extend the exchange offer, although we reserve the right to do so. If we do extend the exchange offer, we will give oral or written notice of the extension to the exchange agent and give each registered holder of old notes for which the exchange offer is being made notice by means of a press release or other public

announcement of any extension prior to 9:00 a.m., New York City time, on the next business day after the scheduled expiration date of the exchange offer.

We also reserve the right, in our sole discretion:

subject to applicable law, to delay accepting any old notes and extend the exchange offer if any of the conditions set forth below under *Conditions* have not been satisfied or waived, to terminate the exchange offer by giving oral or written notice of the delay or termination to the exchange agent; or

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to amend the terms of the exchange offer in any manner by complying with Rule 14e-1(d) under the Exchange Act to the extent that rule applies, provided that, in the event of a material change in the exchange offer, involving the waiver of a material condition, we will extend the offer period if necessary so that at least five business days remain in the exchange offer following notice of the material change.

We acknowledge and undertake to comply with the provisions of Rule 14e-1(c) under the Exchange Act, which requires us to return the old notes surrendered for exchange promptly after the termination or withdrawal of the exchange offer. We will notify you promptly of any extension, termination or amendment.

Procedures for Tendering

Book-Entry Interests

The old notes were issued as global notes in fully registered form. Beneficial interests in the global notes, held by direct or indirect participants in DTC, are shown on, and transfers of these interests are effected only through, records maintained in book-entry form by DTC with respect to its participants.

If you hold old notes in the form of book-entry interests and you wish to tender your old notes for exchange pursuant to the exchange offer, you must transmit to the exchange agent on or prior to the time of expiration either:

a written or facsimile copy of a properly completed and duly executed letter of transmittal, including all other documents required by that letter of transmittal, to the exchange agent at the address set forth on the cover page of the letter of transmittal; or

a computer-generated message transmitted by means of DTC's Automated Tender Offer Program system and received by the exchange agent and forming a part of a confirmation of book-entry transfer, in which you acknowledge and agree to be bound by the terms of the letter of transmittal.

In addition, in order to deliver old notes held in the form of book-entry interests:

a timely confirmation of book-entry transfer of those old notes into the exchange agent's account at DTC pursuant to the procedure for book-entry transfers described below under *Book-Entry Transfer* must be received by the exchange agent prior to the time of expiration; or

you must comply with the guaranteed delivery procedures described below.

The method of delivery of old notes and the letter of transmittal and all other required documents to the exchange agent is at your election and risk. Instead of delivery by mail, we recommend that you use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure delivery to the exchange agent before the time of expiration. You should not send the letter of transmittal or old notes to us. You may request your broker, dealer, commercial bank, trust company or other nominee to effect the above transactions for you.

Certificated Old Notes

Only registered holders of certificated old notes may tender those notes in the exchange offer. If your old notes are certificated notes and you wish to tender those notes for exchange pursuant to the exchange offer, you must transmit to the exchange agent on or prior to the time of expiration, a written or facsimile copy of a properly completed and

duly executed letter of transmittal, including all other required documents, to the address set forth below under *Exchange Agent*. In addition, in order to validly tender your certificated old notes:

the certificates representing your old notes must be received by the exchange agent prior to the time of expiration; or

you must comply with the guaranteed delivery procedures described below.

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Procedures Applicable to All Holders

If you tender an old note and you do not withdraw the tender prior to the time of expiration, you will have made an agreement with us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

If your old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by a financial institution, including most banks, savings and loan associations and brokerage houses, that is a medallion signature guarantor, each an eligible institution, unless:

old notes tendered in the exchange offer are tendered either:

by a registered holder who has not completed the box entitled *Special Issuance Instructions* or *Special Delivery Instructions* on the holder's letter of transmittal; or

for the account of an eligible institution; and

the box entitled *Special Registration Instructions* on the letter of transmittal has not been completed.

If the letter of transmittal is signed by a person other than you, your old notes must be endorsed or accompanied by a properly completed bond power and signed by you as your name appears on those old notes.

If the letter of transmittal or any old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. Unless we waive this requirement, in this instance you must submit with the letter of transmittal proper evidence satisfactory to us of its authority to act on your behalf.

We will determine, in our sole discretion, all questions regarding the validity, form, eligibility, including time of receipt, acceptance and withdrawal of tendered old notes. This determination will be final and binding. We reserve the absolute right to reject any and all old notes not properly tendered or any old notes, our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular old notes; provided, however, that, in the event we waive any condition of tender for any noteholder, we will waive that condition for all noteholders. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

You must cure any defects or irregularities in connection with tenders of your old notes within the time period we determine unless we waive that defect or irregularity. Although we intend to notify you of defects or irregularities with respect to your tender of old notes, neither we, the exchange agent nor any other person will incur any liability for failure to give this notification. Your tender will not be deemed to have been made and your old notes will be returned to you if:

you improperly tender your old notes; or

you have not cured any defects or irregularities in your tender; and

we have not waived those defects, irregularities or improper tender.

Unless otherwise provided in the letter of transmittal, the exchange agent will return your old notes promptly following the expiration of the exchange offer.

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In addition, we reserve the right, in our sole discretion, to:

purchase or make offers for, or offer registered notes for, any old notes that remain outstanding subsequent to the expiration of the exchange offer;

terminate the exchange offer upon the failure of any condition to the exchange offer to be satisfied; and

to the extent permitted by applicable law, purchase notes in the open market, in privately negotiated transactions or otherwise.

The terms of any of these purchases or offers could differ from the terms of the exchange offer. By tendering in the exchange offer, you will represent to us that, among other things:

you are not an affiliate of us, as defined in Rule 405 under the Securities Act;

if you are a broker-dealer, you acquired the old notes which you seek to exchange for registered notes as a result of market making or other trading activities and not directly from the issuer and you comply with the prospectus delivery requirements of the Securities Act;

the registered notes to be issued to you in the exchange offer are being acquired in the ordinary course of your business;

you are not engaging in and do not intend to engage in a distribution of the registered notes to be issued to you in the exchange offer; and

you do not have an arrangement or understanding with any person to participate in the distribution of the registered notes to be acquired by you in the exchange offer.

In all cases, issuance of registered notes for old notes that are accepted for exchange in the exchange offer will be made only after timely receipt by the exchange agent of certificates for your old notes or a timely book-entry confirmation of your old notes into the exchange agent's account at DTC, a properly completed and duly executed letter of transmittal and all other required documents. If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if old notes are submitted for a greater principal amount than you desire to exchange, the unaccepted or non-exchanged old notes, or old notes in substitution therefor, will be returned without expense to you. In addition, in the case of old notes, tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described below, the non-exchanged old notes will be credited to your account maintained with DTC, promptly after the expiration or termination of the exchange offer.

Guaranteed Delivery Procedures

If you desire to tender your old notes and your old notes are not immediately available or one of the situations described in the immediately preceding paragraph occurs, you may tender if:

you tender through an eligible institution;

on or prior to the time of expiration, the exchange agent receives from an eligible institution, a written or facsimile copy of a properly completed and duly executed letter of transmittal and notice of guaranteed delivery, substantially in the form provided by us; and

the certificates for all certificated old notes, in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal, are received by the exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by facsimile transmission, mail or hand delivery. The notice of guaranteed delivery must set forth:

your name and address;

the amount of old notes you are tendering; and

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a statement that your tender is being made by the notice of guaranteed delivery and that you guarantee that within three New York Stock Exchange trading days after the execution of the notice of guaranteed delivery, the eligible institution will deliver the following documents to the exchange agent:

the certificates for all certificated old notes being tendered, in proper form for transfer or a book-entry confirmation of tender;

a written or facsimile copy of the letter of transmittal, or a book-entry confirmation instead of the letter of transmittal; and

any other documents required by the letter of transmittal.