



**KP TISSUE INC.**

ANNUAL INFORMATION FORM  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2012

MARCH 26, 2013

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## EXPLANATORY NOTES

Unless otherwise noted or the context otherwise indicates, the “Corporation”, “we”, “us” and “our” refer to KP Tissue Inc.

Unless otherwise indicated or the context otherwise requires, “KPLP” refers to Kruger Products L.P. and its subsidiaries and their respective predecessors.

Unless otherwise indicated or the context otherwise requires, “KPGP” refers to KPGP Inc. and its predecessors.

Unless otherwise indicated or the context otherwise requires “Former KPLP” refers to Kruger Products 2010., which was the predecessor entity of KPLP that previously carried on the tissue business of KPLP prior to the KPLP Reorganization.

Unless otherwise indicated or the context otherwise requires, “KTG” refers to K.T.G. (USA) Inc. and its predecessors.

Unless otherwise indicated or the context otherwise requires, “Kruger” refers to Kruger Inc., or, where applicable, to Kruger Products 2010, L.P., Kruger Inc.’s wholly-owned subsidiary through which it holds KPLP Units and which is a party to certain material agreements of the Corporation (see “Material Contracts — Material Contracts of the Corporation”).

Certain capitalized terms and phrases used in this Annual Information Form are defined in the “Glossary of Terms” beginning on page 62.

### Forward-Looking Statements

Certain statements in this Annual Information Form about the Corporation’s and KPLP’s current and future plans, expectations and intentions, results, levels of activity, performance, goals or achievements or any other future events or developments constitute forward-looking statements. The words “may”, “will”, “would”, “should”, “could”, “expects”, “plans”, “intends”, “trends”, “indications”, “anticipates”, “believes”, “estimates”, “predicts”, “likely” or “potential” or the negative or other variations of these words or other comparable words or phrases, are intended to identify forward-looking statements. The forward-looking information is based on certain key expectations and assumptions made by the Corporation or KPLP, including expectations and assumptions concerning the TAD Project, continued growth of the U.S. private label market and demand for TAD products in the U.S. and Canada, orders for the TAD machine’s products, the capacity of the TAD machine and the amount and timing of distributions made by KPLP and Kruger’s cash requirements. Although the Corporation and KPLP believe that the expectations and assumptions on which such forward-looking information is based are reasonable, undue reliance should not be placed on the forward-looking information since no assurance can be given that such expectations and assumptions will prove to be correct.

Many factors could cause actual results, performance or achievements or future events or developments of the Corporation, to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, the following factors, which are discussed in greater detail in the “Risk Factors” section of this Annual Information Form: dependence on underlying performance of KPLP; volatile market price for Common Shares; dependence on cash distributions by KPLP; Kruger’s exchange of KPLP Units for Common Shares and future sales of Common Shares by Kruger; illiquid market for KPLP Units; limited rights of the Corporation with respect to the management of KPLP; Kruger’s rights relating to certain actions of the Corporation and Director Nomination Right; KPGP can require the Corporation to undertake certain corporate actions; Kruger’s Drag-Along Right; loss of rights under the Limited Partnership Agreement; reliance on administrative services provided by KPLP; risk of dilution in KPLP; dilution due to Corporation DRIP; inability to comply with continuous disclosure requirements; realization of larger capital gain (or smaller capital loss) upon disposition of KPLP Units acquired pursuant to Exchange Agreement; and business conflicts of interest. Many factors could cause KPLP’s actual results, level of activity, performance or achievements or future events or developments (which could in turn affect

the economic benefits derived from the Corporation's economic interest in KPLP) to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, the following factors, which are discussed in greater detail in the "Risk Factors — Risks Related to KPLP's Business" section of this Annual Information Form: Kruger's influence over KPLP; KPLP's reliance on Kruger; consequences of an event of insolvency relating to Kruger; risks associated with the TAD Project; operational risks; Gatineau Plant land lease; significant increases in prices; reduction in supply of fibre; increased pricing pressure and intense competition; KPLP's inability to innovate effectively; adverse economic conditions; dependence on key retail trade customers; damage to the reputation of KPLP or KPLP's brands; KPLP's sales being less than anticipated; KPLP's failure to implement its business and operating strategies; KPLP's obligation to make regular capital expenditures; KPLP's entering into unsuccessful acquisitions; KPLP's dependence on key personnel; KPLP's inability to retain its existing customers or obtain new customers; KPLP's loss of key suppliers; KPLP's failure to adequately protect its intellectual property rights; KPLP's reliance on third party intellectual property licenses; adverse litigation and other claims affecting KPLP; material expenditures due to comprehensive environmental regulation affecting KPLP's cash flow; KPLP's pension obligations are significant and can be materially higher than predicted if KPLP Management's underlying assumptions are incorrect; labour disputes adversely affecting KPLP's cost structure and KPLP's ability to run its plants; exchange rate and U.S. competitors; KPLP's inability to service all of its indebtedness; exposure to potential consumer product liability, restrictive covenants; interest rate and refinancing risk; information technology and innovation; insurance; and internal controls.

These factors are not intended to represent a complete list of the factors that could affect the Corporation and/or KPLP; however, these factors should be considered carefully, and readers should not place undue reliance on forward-looking statements made herein or in the documents reproduced herein.

The forward-looking information contained herein is expressly qualified in its entirety by this cautionary statement. The forward-looking information contained herein is made as of the date of this Annual Information Form and the Corporation and KPLP undertake no obligation to publicly update such forward-looking information to reflect new information, subsequent or otherwise, unless required by applicable securities laws.

## **Market and Industry Data**

The data included in this Annual Information Form regarding markets and rankings, including the size of product markets and KPLP's relative position and the position of its competitors within these markets, are based on independent industry publications, including ACNielsen and Resource Information Systems Inc. ("RISI") or other published industry sources. In Canada, ACNielsen market share and market size data represents all traditional retail channels and is based on an extrapolation from a sample of retail scan and household panel data. In the United States, both ACNielsen market share and market size estimates are also based on an extrapolation from a sample of retail scan and household panel data, however, in contrast to Canadian ACNielsen market share data, United States ACNielsen market share data excludes Costco, which represents a significant portion of the United States tissue market. In order to present United States market size data on an all retail channel basis inclusive of Costco, KPLP Management obtained and independently aggregated ACNielsen channel data (excluding Costco) and ACNielsen Costco data as at September 29, 2012. As a result of the various methodologies applied in extrapolating market share and market size data, estimates based on this data may not be precise. The accuracy and completeness of information in the independent industry publications cited in this Annual Information Form is not guaranteed, has not been independently verified by the Corporation, KPLP, or Kruger and none of the Corporation, KPLP, or Kruger make any representation as to the accuracy of such information.

Certain data is also based on KPLP Management's good faith estimates that are derived from KPLP Management's review of internal data, as well as information obtained from customers, trade and business organizations and other contacts in the market in which it operates, as well as KPLP Management's overall knowledge and experience. KPLP believes this data to be reasonable estimates as of the date of this Annual Information Form, unless a prior date is indicated or if there is a reference to historical data. However, this information may prove to be inaccurate because of the method by which KPLP obtained some of the data for its estimates or because this information cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in a survey of market size.

## **Trademarks, Tradenames and Service Marks**

This Annual Information Form includes trademarks, such as Cashmere®, Embassy®, Esteem®, Purex®, Scotties®, Soft & Pure Premium®, SpongeTowels®, White Cloud® and White Swan®, which are protected under applicable intellectual property laws and are the property of KPLP or its licensors. Solely for convenience, our trademarks and tradenames referred to in this Annual Information Form may appear without the ® symbol, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks and tradenames. See “The Business of KPLP — Intellectual Property”. All other trademarks used in this Annual Information Form are the property of their respective owners.

## **CORPORATE STRUCTURE**

### **KP Tissue Inc.**

#### ***Incorporation, Articles and Address***

KP Tissue Inc. was incorporated under the Canada Business Corporations Act on October 1, 2012. The articles of the Corporation have been amended as follows: (i) on October 23, 2012, to adopt “Papiers Tissu KP Inc.” as the French version of its name and (ii) on December 11, 2012, (A) to fix the number of directors of the Corporation at a minimum of four and a maximum of nine, (B) to restrict the business of the Corporation to the investment in, holding of and disposition of limited partnership interests, shares or other securities of KPLP and KPGP (or successors thereof), or assets, liabilities and operations of such entities, and all activities reasonably related, incidental or ancillary to any of the foregoing, and (C) to provide for certain redemption rights relating to compliance with the United States Investment Company Act of 1940, as amended (specifically, to allow the Corporation to redeem the Common Shares of any shareholder that does not, upon request, certify that it is not a U.S. Person (as such term is defined in Rule 902 under the U.S. Securities Act) or, if it is a U.S. Person, that is a “qualified purchaser” (as such term is defined in Section 2(a)(51) of the United States Investment Company Act of 1940, as amended).

The Corporation’s registered and head office is located at Suite 200, 1900 Minnesota Court, Mississauga, Ontario, L5N 5R5.

#### ***Interest in KPLP, Continuous Disclosure and Insider Reporting Obligations***

The Corporation holds a limited partnership interest in KPLP. The Corporation, a reporting issuer in all provinces and territories of Canada, has provided the securities regulatory authorities in Canada an undertaking to the effect that, as long as its interest in KPLP (including any of its significant business interests) represents a significant asset of the Corporation:

- (a) in complying with its continuous disclosure obligations as a reporting issuer, the Corporation will treat KPLP as a subsidiary, except that KPLP’s financial information will not be consolidated with that of the Corporation but rather the Corporation will provide to its shareholders, along with its own audited annual financial statements and quarterly financial statements, the separate audited annual financial statements and quarterly financial statements of KPLP prepared in accordance with IFRS and certified in accordance with National Instrument 52-109 – *Certification of Disclosure in Issuer’s Annual and Interim Filings* as if KPLP was a non-venture issuer, as well as KPLP’s related management’s discussion and analysis, prepared in accordance with National Instrument 51-102 – *Continuous Disclosure Obligations* or its successor (including information about any of KPLP’s significant business interests);
- (b) the Corporation will take appropriate measures to require each person who would be a reporting insider of KPLP or a person or company in a special relationship with KPLP if KPLP were a reporting issuer to (i) file insider reports about trades in common shares of the Corporation (including securities which are exchangeable into common shares of the Corporation), and (ii) comply with statutory prohibitions against insider trading; and

(c) the Corporation will annually certify that it has complied with this undertaking and file a certificate on SEDAR concurrently with the filing of its annual financial statements.

## **KPLP**

### ***Name, Registration and Address***

KPLP is a limited partnership governed by the laws of Québec pursuant to an amended and restated limited partnership agreement dated as of December 13, 2012 between KPGP, as general partner, and Kruger Products 2010, a wholly-owned subsidiary of Kruger, and the Corporation.

KPLP's principal place of business is located at Suite 200, 1900 Minnesota Court, Mississauga, Ontario, L5N 5R5.

## **Partners of KPLP**

### ***General Partner of KPLP***

KPGP, the general partner of KPLP, is a corporation incorporated under the *Canada Business Corporations Act* by articles of incorporation dated May 8, 2012. The articles of KPGP were amended as follows: (i) On August 22, 2012, to change its name from Kruger Products G.P. II Inc. to KPGP Inc. and (ii) on December 11, 2012, to fix the number of directors of KPGP at nine.

KPGP's principal place of business is located at 3285 Bedford Road, Montreal, Quebec, H3S 1G5.

### ***Special Partners of KPLP***

The Corporation and Kruger Products 2010 are the special partners of KPLP. Kruger Products 2010 is a limited partnership formed under the laws of the Province of Quebec. Its general partner is 8031754 Canada Inc. and its special partner is Kruger. All of the outstanding shares of 8031754 Canada Inc. are owned by Kruger.

As of March 26, 2013, the Corporation held KPLP Units representing 16.9% of the outstanding KPLP Units, Kruger Products 2010 held KPLP Units representing 83.1% of the outstanding KPLP Units and KPGP held KPLP Units representing less than 0.01% out of the outstanding KPLP Units.

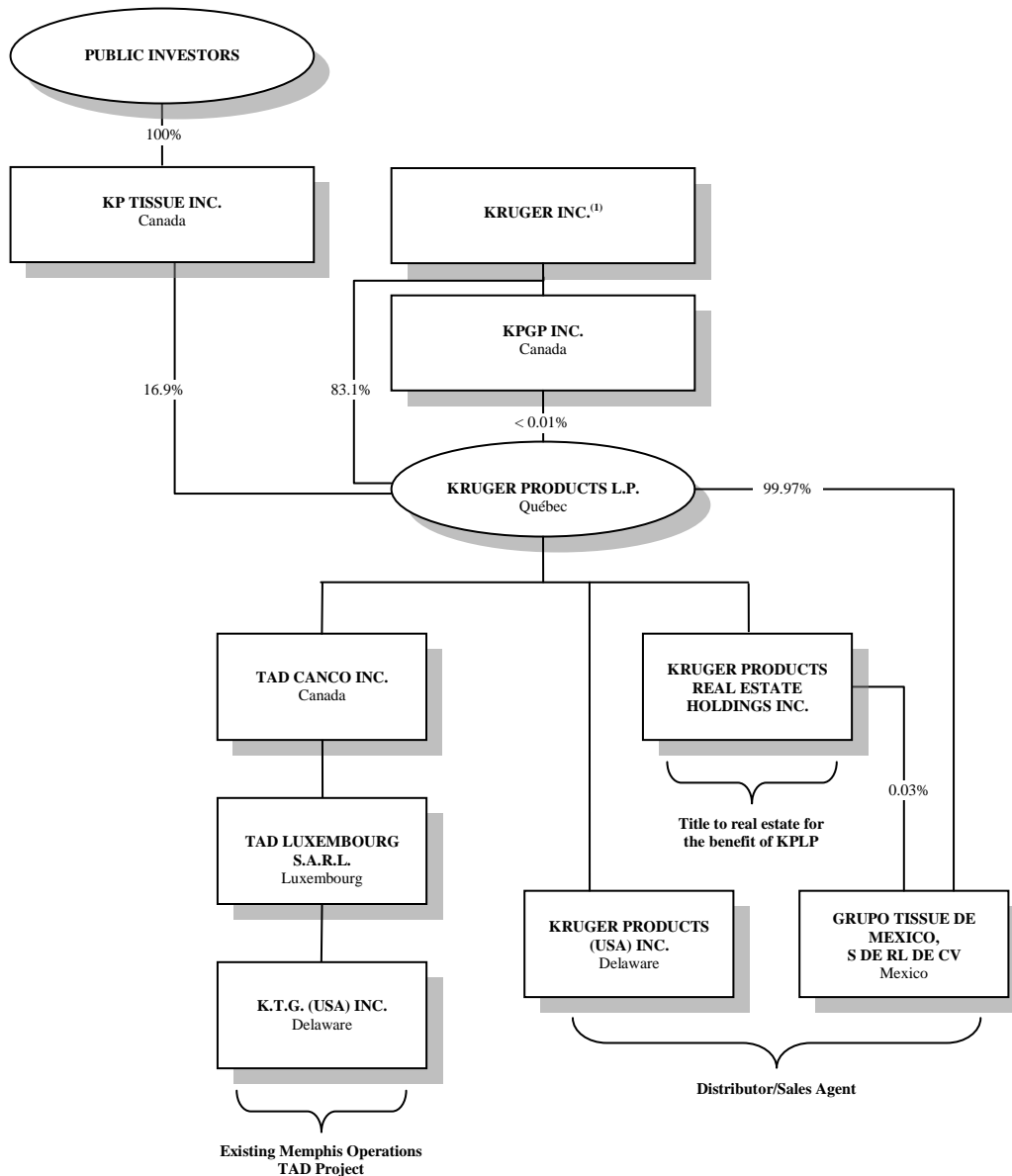
### ***Kruger***

Both Kruger Products 2010 and KPLP's general partner, KPGP, are wholly-owned, directly or indirectly, by Kruger.

Kruger is a private company founded in 1904 and controlled by Joseph Kruger II. Kruger is a diversified industrial holding company which directly and through various subsidiaries has operating facilities in Canada (Québec, Ontario, British Columbia and Newfoundland and Labrador) and the United States.

## **Intercorporate Relationships**

The following organizational chart illustrates the intercorporate relationships of the Corporation, Kruger, and KPLP and its subsidiaries, together with the jurisdiction of incorporation or formation of each such entity.



(1) Directly and/or indirectly through one or more subsidiaries.

## GENERAL DEVELOPMENT OF THE BUSINESS

### The Corporation

#### *Recent Developments*

#### *Completion of Initial Public Offering and Initial Investment in KPLP*

On December 13, 2012, the Corporation completed its initial public offering of 8,000,000 common shares of the Corporation at a price of \$17.50 per share resulting in gross proceeds of \$140 million (the “Offering”). The proceeds were immediately used to subscribe for 8,000,000 units of KPLP, providing the Corporation with a 15.7% interest in KPLP. Concurrently with the closing of the Offering, the Corporation entered into certain agreements to



govern its ongoing relationship with Kruger and KPLP, including the Limited Partnership Agreement, the Administration Agreement, the Exchange Agreement, the Non-Competition Agreement and the Registration Rights Agreement. See “Material Contracts — Material Contracts of the Corporation” for a summary of certain key provisions of these agreements.

#### *Completion of Over-Allotment Option and Additional Investment in KPLP*

On January 10, 2013, the Corporation completed the issuance of 750,000 common shares at a price of \$17.50 per common share pursuant to the partial exercise of the over-allotment option granted to the underwriters of the Offering. The Corporation immediately used the proceeds from the partial exercise of the over-allotment option to subscribe for 750,000 additional units of KPLP which, together with the units of KPLP that it already held, resulted in the Corporation having a 16.9% interest in KPLP.

## **KPLP**

### *History*

KPLP’s tissue business was originally carried on by Scott Paper Limited (“Scott Paper”). Kruger acquired Scott Paper from Kimberly-Clark in 1997 (the “KC Transaction”). Trademark agreements entered into in connection with the KC Transaction provided for a licence by a subsidiary of Kimberly-Clark to Scott Paper to use certain consumer trademarks (since transitioned to trademarks owned by KPLP), as well as the Scott trade name and certain other AFH trademarks, until June 2007. In 2007, the transition away from Kimberly-Clark brands was completed and the Scott Paper Limited name was changed to Kruger Products Limited. The Scotties brand was not transitioned and remains under a long-term license from Kimberly-Clark for use in Canada on a royalty-free basis.

Scott Paper had publicly issued debt securities in connection with the KC Transaction and was a reporting issuer in British Columbia, Ontario and Québec until 2005.

In 2002, KTG acquired a U.S. manufacturing facility located in Memphis, Tennessee (the “Memphis Plant”) and has since made significant investments to modernize it.

### *Recent Developments*

#### *Reorganization of Kruger Products Limited*

On January 4, 2010, Former KPLP, of which Kruger was the sole limited partner, acquired substantially all of the business, assets and liabilities of Kruger Products Limited. The reorganization of Kruger Products Limited as a limited partnership was undertaken to optimize the financial and tax structure of the operating entity of the tissue business and its affiliates.

#### *Reorganization of KPLP*

The tissue business of KPLP was previously carried on by a predecessor entity, Kruger Products 2010 (when referred to as the predecessor entity, “Former KPLP”). In addition to the tissue business, Former KPLP also carried on, through certain subsidiary businesses unrelated to the tissue business, the ownership and operation of electricity-generating wind farms. On September 21, 2012, pursuant to an asset transfer agreement between KPLP and Former KPLP (the “Asset Transfer Agreement”) all of the assets of the tissue business and related subsidiaries, but excluding the subsidiaries of Former KPLP carrying on the energy business, were transferred to KPLP, and all liabilities of Former KPLP (other than liabilities relating to the energy businesses) were assumed by KPLP, so that the tissue business would thereafter be carried on by a separate legal entity devoted exclusively to the tissue business (the “KPLP Reorganization”).

### *Business Rationalization Project*

Following a comprehensive strategic and operational review, in September 2012, KPLP substantially completed restructuring initiatives in order to cease production of its parent rolls for sale, which was not strategic to KPLP's overall business. These restructuring initiatives resulted in the permanent idling of two paper machines, a groundwood pulp plant and certain converting equipment, all at KPLP's New Westminster plant, as well as the termination of certain employees at the head office and at other manufacturing facilities. Finished product sales were not impacted, as there was capacity elsewhere in KPLP's manufacturing network to absorb this work.

### *Issuance of Units to the Corporation*

On December 13, 2012, KPLP issued 8,000,000 units to the Corporation at a price of \$17.50 per unit for gross proceeds of \$140 million. On January 10, 2013, KPLP issued 750,000 additional units to the Corporation for additional gross proceeds of \$13,125,000. KPLP has used or will use the gross proceeds from such subscriptions (i) to pay the fees, commissions and expenses of the Offering, (ii) to repay all outstanding amounts under the Senior Credit Facility (as defined below), (iii) to fund a \$50 million investment in KTG, which will be primarily used to fund the TAD Project, (iv) to fund a \$40 million distribution to Kruger declared prior to the closing of the Offering, and (v) for general corporate purposes.

### *Amended and Restated Limited Partnership Agreement and other Material Agreements*

Concurrently with the issuance of such units, the limited partnership agreement in respect of KPLP was amended to, among other things, add the Corporation as a limited partner. KPLP also entered into certain other material agreements governing its relationship with the Corporation, including the Administration Agreement and the Exchange Agreement. See "Material Contracts — Material Contracts of the Corporation" for a summary of certain key provisions of the Limited Partnership Agreement, the Administration Agreement and the Exchange Agreement.

### *Construction and Commissioning of the TAD Project*

In the first quarter of 2013, construction and commissioning of the \$322 million TAD Project at the Memphis Plant and its related infrastructure was completed. The construction phase of the project, which commenced in the autumn of 2011, was completed on time and on budget. See "The Business of KPLP — KPLP Brands and Products — U.S. Consumer Business".

## **THE BUSINESS OF THE CORPORATION**

Pursuant to the Articles of the Corporation, the Corporation's business is limited to (i) the investment in, holding of and disposition of limited partnership interests, units, shares or other securities of KPLP and KPGP (or any successor entity of either KPLP or KPGP), (ii) the acquisition of, holding, operation and disposition of any assets, liabilities, operations or business of such entities, and (iii) all activities related, incidental or ancillary to any of the foregoing. As of March 26, 2013, the Corporation held KPLP Units representing 16.9% of the outstanding KPLP Units.

The Corporation is a party to certain agreements that govern its relationship with KPLP and Kruger, namely, (i) an amended and restated limited partnership agreement among KPLP, KPGP, as general partner, and Kruger and the Corporation, as limited partners (the "Limited Partnership Agreement"), (ii) an administration agreement between KPLP and the Corporation setting out the services to be provided by KPLP to support the business of the Corporation in relation to its investment in KPLP and its operation as a public company (the "Administration Agreement"), (iii) an exchange agreement among Kruger, the Corporation and KPLP setting out, among other things, the rights of Kruger to exchange, from time to time, its KPLP Units for newly issued Common Shares (the "Exchange Agreement"), (iv) a non-competition agreement among Kruger, KPLP, Joseph Kruger II and the Corporation setting out the obligations of Kruger and its affiliates not to carry on or invest in any business that is competitive with the tissue business of KPLP anywhere within the restricted territory (the "Non-Competition

Agreement”), and (v) a registration rights agreement between Kruger and the Corporation (the “Registration Rights Agreement”). Certain key provisions of each of these agreements are summarized under “Material Contracts — Material Contracts of the Corporation”.

## **THE BUSINESS OF KPLP**

### **Overview**

The Canadian and U.S. tissue industries are comprised of two major markets: (i) the consumer market, which consists of the supply of products such as bathroom tissue, facial tissue, paper towels and napkins to end-consumers through traditional retail channels such as grocery stores, mass merchandisers, club stores, drug stores and convenience stores; and (ii) the away-from-home market (“AFH”), which consists primarily of the supply of bathroom tissue, facial tissue, paper towels and napkins to commercial users in a variety of industries such as food services, property management, healthcare, manufacturing, education and lodging.

KPLP is Canada’s leading tissue products supplier by overall dollar and volume market share. It produces, distributes, markets and sells a wide range of disposable tissue products, including bathroom tissue, facial tissue, paper towels and napkins, for both the consumer and the AFH markets. While its principal focus is on the Canadian consumer-branded tissue products market, KPLP is also a leader in the Canadian AFH market and has a considerable presence in the U.S. private label tissue market.

KPLP is headquartered in Mississauga, Ontario and has approximately 2,300 employees across North America. KPLP’s Canadian manufacturing facilities, consisting of three tissue plants in Québec and one plant in British Columbia, have a combined annual tissue production capacity of approximately 246,000 metric tonnes which, according to RISI data, represents approximately one-third of Canada’s annual production capacity. KPLP’s Memphis Plant, held through KTG, a wholly-owned subsidiary, consists of two existing paper machines with an aggregate annual capacity of 57,000 metric tonnes (the “Existing Memphis Operations”), and one adjacent 60,000 metric tonnes state-of-the-art TAD tissue machine (the “TAD Project”).

### **Markets and Competitive Conditions**

KPLP operates in intensely competitive markets and KPLP products compete against well-known branded and private label products from large multinational manufacturers.

Canadian consumer tissue is a mature industry that has exhibited stable underlying demand, largely due to the non-discretionary nature of the products sold. Demand tends to be primarily supported by overall population growth and high rates of household penetration. According to ACNielsen data, total consumer tissue retail sales, excluding napkins, were approximately \$1.5 billion in 2012. The Canadian consumer tissue market is relatively concentrated and dominated by five suppliers, namely KPLP, Irving, Procter & Gamble (“P&G”), Kimberly-Clark and Cascades, which, in all but one instance, focus primarily on branded products (Cascades also has a significant presence in the private label business). Private label products are products sold by retailers under their own unique brands or on a “no brand name” basis.

KPLP Management believes that the relative stability of sales and profitability in the Canadian tissue market has been driven by a number of factors. The market is mature and consolidated with overall marketing and trade expenditure levels remaining relatively stable, price levels closely tracking underlying commodity costs and limited capacity additions being made. KPLP Management estimates Canadian tissue industry capacity utilization to be above 90%. In addition, there are relatively high barriers to entry which reduce the threat of new entrants. Finally, there are limited substitutes for tissue products.

The U.S. consumer tissue market is also mature and stable, and is supported by the non-discretionary nature of the products sold, high household penetration rates and overall population growth. According to ACNielsen data, total consumer tissue retail sales, excluding napkins, were approximately U.S. \$15.7 billion in 2011. The U.S. consumer tissue market is concentrated and dominated by Georgia Pacific, P&G and Kimberly-Clark who, similarly to Canadian suppliers, are focused on branded products. KPLP Management believes that branded product dollar

sales from these three suppliers represent the vast majority of the bathroom tissue, facial tissue and paper towel categories.

The private label portion of the U.S. tissue market continues to grow. The main private label product manufacturers in the U.S. include KPLP, Clearwater Paper, Cascades, First Quality, Georgia-Pacific and Kimberly-Clark.

The North American AFH tissue market is comprised of all tissue products used outside of the home, including tissue products sold directly to commercial customers, general or specialized distributors and wholesalers and building services contractors. Distributors resell tissue products bundled with other merchandise to end-users, such as commercial office buildings, hotels, restaurants, hospitals, schools and other operators of public facilities. According to RISI and KPLP Management estimates, the AFH market business represents approximately 30% of all North American tissue products consumption. In Canada, the AFH business is relatively concentrated amongst three participants: KPLP, Kimberly-Clark and Cascades.

## **Competitive Strengths**

### ***Canada's Leading Tissue Company***

KPLP is Canada's leading tissue product supplier by dollar market share. Highlights of KPLP's market leadership in tissue product supply are as follows:

- KPLP has held the number one dollar market share position in the consumer bathroom tissue category since before 2000, the number one dollar market share position in the consumer facial tissue category since 2005 and the number two dollar market share position in the paper towel category since 2004 (ACNielsen data);
- Cashmere is the number one consumer bathroom tissue brand in Canada and Purex is the number one consumer brand in Western Canada, while Scotties and SpongeTowels are the number one and number two brands in Canada by dollar market share in the facial tissue and paper towel categories, respectively (ACNielsen data);
- KPLP Management believes that KPLP was one of the leaders in the Canadian AFH business in 2011; KPLP was also recognized by multiple customers as Supplier of the Year for 2012.

As a result of KPLP's market leadership, it is able to maintain a significant share of shelf space at leading retailers and drive continued top-of-mind awareness with its consumer base.

### ***Strong Customer Relationships Reinforced by Compelling Retail Proposition***

KPLP has strong and long-standing customer relationships with some of North America's leading retailers, several of which date back over 35 years. KPLP's customer relationships are reinforced by an organizational structure that has both national and regional footprints. KPLP Management believes that the demand characteristics of household necessities, such as tissue products, coupled with KPLP's strong brand recognition and consumer loyalty, reinforces retailers' demand for KPLP products to drive foot traffic. KPLP was ranked as the number one vendor in 2010 and the number two vendor in 2011 and 2012 out of 20 of the largest consumer products companies in a broad Canadian survey evaluating, amongst other things, quality of personnel and services, conducted annually by a third-party company which KPLP Management believes to be a global leader in market survey and business relationship benchmarking. KPLP also has preferred vendor status with a number of Canadian retailers and such retailers consult with KPLP for category advice and management.

### ***Large, Geographically Diverse and Efficient Manufacturing Infrastructure***

KPLP has the largest combined annual production capacity of bathroom tissue, paper towels, facial tissue and napkins in Canada, at approximately 246,000 metric tonnes or approximately one-third of Canada's current

production capacity, according to RISI data. Across North America, KPLP has a total annual production capacity of 303,000 metric tonnes and if the new TAD machine in Memphis is optimized to an expected 60,000 metric tonnes, KPLP will have a total capacity of 363,000 metric tonnes.

KPLP's Canadian and U.S. plants are strategically located in close proximity to its customers and logistics providers, which allows it to maintain operational flexibility and lower overall distribution costs. In addition, KPLP is the only Canadian tissue company with manufacturing operations in Western Canada, which, in addition to lowering distribution costs, allows KPLP to develop strong relationships with local suppliers and customers, helping it maintain its leading dollar market share in the consumer branded tissue business.

KPLP's manufacturing infrastructure has allowed it to maintain greater than 94.5% capacity utilization over the past 5 years, a critical catalyst of profitability within the tissue industry.

### ***Technological Advantage Combined with Strong Product Development Program***

A significant portion of KPLP's consumer tissue is manufactured using single recrepe ("SRC") technology, which allows KPLP to use lower-cost recycled fibre, while achieving higher quality in terms of softness and bulk. According to KPLP Management, this technology allows KPLP to manufacture products at a 10% to 20% lower cost, on a per case basis (depending on recycled fibre prices), than other competing products that use regular light dry crepe ("LDC") technology. To the knowledge of KPLP Management, KPLP is currently the only tissue company with production facilities in Canada using SRC technology. See "Manufacturing Process and Technologies" below.

KPLP Management believes that KPLP's investment in the TAD Project will ensure that it remains highly competitive in the North American market by allowing it to offer the highest quality products. The TAD machine is also expected to reduce fibre usage significantly, thereby providing certain cost advantages compared to other technologies. See "U.S. Consumer Business" below.

KPLP's strong product development program plays a significant role in its ongoing objective of developing and maintaining products which are clearly differentiated in the marketplace. KPLP's product development team creates products designed to meet customer and consumer needs, which in turn leads to increased sales as well as opportunities for cost reduction.

### ***Strong Free Cash Flow Profile***

KPLP has a strong and predictable free cash flow profile that is supported by a number of factors: (i) products sold are of a non-discretionary nature and, therefore, sales tend to be relatively stable over the long term, (ii) KPLP is generally able to maintain margins by passing pulp price increases onto retail customers, usually within a six to nine month period following any such increases, (iii) KPLP maintains high levels of overall plant utilization (94.5% over past five years) and (iv) maintenance capital expenditure requirements are low as compared to revenue.

### ***Experienced Management Team with Demonstrated Track Record of Success***

Members of KPLP senior management team have significant experience in the tissue industry and the consumer packaged goods industry in general, with an average of over 14 years' experience in the tissue industry and over 19 years' experience in the consumer packaged goods industry generally. This experience is complemented by a strong track record of success, as evidenced by KPLP's strong performance through market cycles as well as a successfully executed major brand transition from Kimberly-Clark in Canada. In addition, KPLP Management has a deep knowledge of TAD manufacturing and marketing which, when taken together with its overall experience base, is expected to help drive continued growth in the U.S.

## KPLP Brands & Products

For the year ended December 31, 2012, 71.8% of KPLP's revenue was generated in Canada and 25.1% was derived from the U.S., with the balance coming from Mexico. KPLP's revenues are further broken down into the consumer and AFH businesses as presented below.

### KPLP's Revenue Breakdown

	2012	2011
Canada - Consumer	57.5%	57.4%
U.S. – Consumer	20.2%	19.7%
Canada – AFH	13.9%	13.8%
U.S. – AFH	3.1%	3.1%
Other	5.3%	6.0%
	100.0%	100.0%

#### *Canadian Consumer Business*

Products for the Canadian consumer business are manufactured in KPLP's four Canadian plants. KPLP is the leading tissue manufacturer in Canada with strong market share positions across all major consumer tissue product categories (bathroom tissue, facial tissue, paper towels and napkins).

In the Canadian consumer business, KPLP primarily sells branded products. These products are marketed under a number of trademarks, including *Cashmere*, *Purex*, *Scotties*, *SpongeTowels* and *White Swan*, all of which are owned by KPLP except for *Scotties*, which is under long-term license from Kimberly-Clark for use in Canada on a royalty-free basis. For the year ended December 31, 2012, the Canadian consumer business represented approximately 57.5% of KPLP's consolidated revenue, the same as in 2011.

According to ACNielsen data for the 52-week period ended January 12, 2013, KPLP is the leader in the consumer bathroom tissue category with a 35.0% dollar market share in Canada (Irving Consumer Products accounts for the second largest share of the market at 18.1%). KPLP's brands within this category include *Cashmere*, *Purex*, *Soft & Pure Premium* and *White Swan*. *Cashmere* is the leading bathroom tissue brand nationally (with its distribution focused on Eastern Canada), while *Purex* is the number one bathroom tissue in Western Canada.

According to ACNielsen data for the 52-week period ended January 12, 2013, KPLP is the leader in the consumer facial tissue category with a 31.9% dollar market share in Canada (Kimberly-Clark accounts for the second largest share of the market at 18.2%). KPLP's key brands within this category are *Scotties* and *White Swan*. *Scotties* is Canada's number one facial tissue brand.

According to ACNielsen data for the 52-week period ended January 12, 2013, KPLP had the second largest dollar market share in the consumer paper towel category with a 23.7% dollar market share in Canada (P&G (Bounty) accounts for the largest share of the market at 35.8%). KPLP's key brands within this category include *SpongeTowels* and *White Swan*.

According to ACNielsen data for the 52-week period ended December 12, 2012, KPLP is the leader in the consumer napkins category with a 10.1% dollar market share in Canada (P&G accounts for the second largest share of the market at 7.9%). KPLP's main brand within this category is *White Swan*.

KPLP manufactures private label products for select customers in Canada, with whom it has long-standing relationships. Sales of private label products in Canada represented approximately 7% of KPLP's consolidated revenue for the year ended December 31, 2012.

### ***Canadian Away-From-Home Business***

The Canadian AFH operations are also carried on directly by KPLP, with AFH products manufactured at all four plants but primarily at KPLP's paper plant located on Laurier Street in Gatineau, Québec (the "Gatineau Plant"). AFH brands include *Purex*, *Esteem*, *White Swan* and *Embassy*.

According to KPLP Management estimates, KPLP is one of the leaders in AFH with an approximate 24.8% market share in Canada for the year ended December 31, 2012. KPLP's AFH business plays an important role in increasing capacity utilization and spreading the impact of fixed costs. According to KPLP Management, the AFH market tends to be more price sensitive than the consumer market. It covers a large and diverse base of customers. For the year ended December 31, 2012, the Canadian AFH business represented approximately 13.9% of KPLP's consolidated revenue.

### ***U.S. Consumer Business***

In the United States, KPLP markets bathroom tissue, facial tissue, paper towels and napkin products, to consumers under the *White Cloud* brand or as private label, and also has a small presence in the AFH market. For the year ended December 31, 2012, KPLP's sales in the U.S. totalled \$232 million and represented 25.1% of consolidated revenue. For the year ended December 31, 2012, approximately 72% of KPLP's U.S. consumer revenue was from products produced by the Existing Memphis Operations and the remainder are from products manufactured in KPLP's Canadian plants and exported to the U.S.

The *White Cloud* brand, which includes bathroom tissue, facial tissue and paper towel products, is sold exclusively at Walmart stores in the United States. The *White Cloud* brand is owned by KPLP for the tissue category only. *White Cloud* was acquired by KPLP in 2000. According to KPLP Management estimates, *White Cloud* has a 5% market share at Walmart stores. In addition, *White Cloud Ultra* was ranked as the #1 U.S. bathroom tissue in consumer value in May 2012 by a leading reporting magazine. KPLP recently launched *White Cloud* facial products at Walmart which have received a positive consumer response.

KPLP also manufactures private label tissue products for customers in the United States. The U.S. private label business has grown from less than 1% of KPLP consolidated revenue in 2004 to 11% for year ended December 31, 2012. KPLP has had relationships with key U.S. retailers including Walmart for over 10 years. KPLP Management believes the opportunity to penetrate the U.S. market with high quality products represents a significant opportunity for KPLP. The TAD Project is a key component to KPLP's strategy of growing its operations in the U.S. private label market, the fastest growing segment of the tissue industry according to ACNielsen data. KPLP Management's objective in implementing the TAD Project is to allow KPLP to feed this increased demand for TAD private label products in the U.S. and to enhance KPLP's capacity to provide the highest level of quality to major retailers in North America.

The TAD Project is expected to cost approximately U.S.\$322 million (including reserves for contingencies, interest during construction and start-up costs) and will be financed through a combination of an investment by KPLP of at least U.S.\$165 million and debt financing of up to U.S.\$157 million under the TAD Credit Facility, which is non-recourse to KPLP (see "Material Contracts—Material Contracts of KPLP—TAD Credit Agreement"). As of December 31, 2012, a total of U.S.\$245.0 million had been spent on the TAD Project, financed by a U.S.\$126.0 million investment by KPLP into KTG and a drawdown of U.S.\$119.0 million on the TAD Credit Facility.

### **Sales and Marketing**

KPLP's sales and marketing team consists of approximately 80 people in Canada and 10 people in the U.S. The role of the sales and marketing team is to drive and accelerate the development of strong brands and private label products. The marketing team is tasked with optimizing KPLP's brand portfolio and building brand equity, ensuring that each of KPLP's brands offers a contemporary, unique brand proposition to the targeted consumer. KPLP's extensive marketing operations also provide it with economies of scale to track competitive intelligence and research on North American and global tissue trends. The sales team supports marketing efforts and is the direct

liaison with customers and retailers. It plays a strategic advisory role with retailers, assisting with category management and efficient promotional and shelf assortment initiatives. KPLP's sales team has strong customer relationships throughout Canada and the U.S., reinforced by an organizational structure that has both national and regional footprints.

## **Customers**

KPLP's consumer products are sold to the Canadian and U.S. retail grocery industry, either directly or through wholesalers, and to a number of other retail distribution groups, including drug stores, variety stores, mass merchandisers and wholesale clubs. Many of KPLP's long-standing customer relationships extend beyond 35 years. For the year ended in December 31, 2012, sales to KPLP's top customer represented approximately 15.6% of KPLP's consolidated revenue and sales to its top three customers represented approximately 36.3% of KPLP's consolidated revenue in the aggregate. In both Canada and the U.S., KPLP's AFH products are sold directly to commercial customers, to general or specialized distributors / wholesalers and to building services contractors. The distributors in turn deliver KPLP products to end-users which can range from local restaurants and schools to major hotels and office buildings across the country.

## **Product Development**

KPLP's strong product development program plays a significant role in its ongoing objective of developing and maintaining products which are clearly differentiated in the marketplace. KPLP's product development team creates products designed to meet customer and consumer needs, which in turn leads to increased sales as well as opportunities for cost reduction.

KPLP uses a stage-gate process entitled AIM (Advancing Initiatives to Market) to initiate, execute, and track newly developed products. Ideas are assembled from all stakeholders – marketing, sales, operations, technology. A small team of specialized technical personnel work closely with the product development coordination team to schedule and manage anything from pilot to commercial trials. In the course of these, costs are assessed and these are used to feed the stage-gate process to determine whether or not certain products are accepted for sale into the marketplace. Final acceptance requires sign-off by all key stakeholders.

## **Sustainability Platform**

In 2010 KPLP launched its initial sustainable development program, Sustainability 2015, which aims to reduce KPLP's environmental footprint. The initiative identifies nine specific objectives including reducing its energy and water consumption while reducing its manufacturing and transportation greenhouse gas emissions, waste sent to landfill and packaging materials. Additional objectives include using 100% certified fibre, gaining Forest Stewardship Council® ("FSC®") chain of custody certification and increasing its offering of third party certified products. Increasing demands from retail and commercial customers and consumers, increased focus and communication on sustainability by competitors and internal cost-savings opportunities were the main drivers for deploying this strategic initiative. A Vice President Management position was created to lead this strategic initiative. KPLP has publicly posted its objectives on its website, [www.sustainability2015.ca](http://www.sustainability2015.ca) and published its first annual report in 2011 documenting its initial progress as compared to its stated objectives. Highlights through the first three years include a 17% reduction in greenhouse gas emissions, a 5.1% reduction in energy and receipt of FSC® chain of custody certification, making KPLP the first Canadian tissue manufacturer to earn this designation. KPLP offers one of the largest portfolios of EcoLogo and FSC®-certified tissue products in North America.

## **Manufacturing Process and Technologies**

There are two general processes involved in manufacturing tissue products: tissue roll production and converting. In tissue roll production, paper machines are used to make a base sheet which, in turn, is transformed into a parent roll. The parent roll is then converted into a finished product using specialized winder equipment.

The primary raw material used in the production of tissue paper is pulp, which can be produced from either fresh wood fibre or recycled waste paper.



The main manufacturing processes utilized and referred to in the industry are wet crepe (“WC”), light dry crepe (“LDC”), single recrepe (“SRC”) and through-air-dried (“TAD”). These processes are summarized in the table below.

Wet Crepe	<ul style="list-style-type: none"> <li>• Used for lower grade and lower priced products</li> <li>• Main technology used for products in the AFH business</li> <li>• Technology used in the consumer napkin category and low grade paper towels</li> <li>• Recycled fibre is the main fibre input</li> </ul>
Light Dry Crepe	<ul style="list-style-type: none"> <li>• Primary technology in the consumer business and produces better quality than wet crepe</li> <li>• Final product quality significantly varies depending on the amount of virgin pulp used in combination with recycled fibre</li> <li>• Lower quality Light Dry Crepe products have a higher percentage of recycled fibre</li> <li>• Most private label products also use Light Dry Crepe technology</li> </ul>
Single Recrepe	<ul style="list-style-type: none"> <li>• Similar to Light Dry Crepe, but can achieve higher quality in terms of softness and bulk</li> <li>• Able to use recycled fibre (lower cost) and/or pulp</li> </ul>
Through-Air-Dried (TAD)	<ul style="list-style-type: none"> <li>• Used for high quality, high softness products</li> <li>• Less pressure is applied to the sheet during the drying stage, preventing bulk loss</li> <li>• More bulk caliper per weight of fibre results in a lower cost per case (fewer sheets per roll)</li> </ul>

The final stage of manufacturing is known as converting. In this stage, the large parent rolls are slit and rewound, or folded, into the final sizes and formats sold to the consumer or final user. In addition, the final packaging takes place as well.

KPLP uses all prevalent tissue manufacturing technologies in its plants: wet crepe (WC), light dry crepe (LDC), single recrepe (SRC) and through-air-dried (TAD).

To KPLP Management’s knowledge, KPLP is the only manufacturer in Canada utilizing SRC technology, which provides KPLP with a competitive advantage by allowing KPLP to utilize low cost recycled fibre and/or pulp. KPLP has SRC tissue machines at its Crabtree and Sherbrooke plants with a combined SRC capacity of 72,000 metric tonnes.

KPLP also has 34,000 metric tonnes TAD capacity at its Laurier plant used primarily for production of paper towels. This allows KPLP to have a more competitive product offering in the Canadian paper towel category. With the addition of the new 60,000 metric tonne TAD machine at the Memphis Plant, KPLP will be able to produce high quality bathroom tissue products in the U.S. and Canada. The TAD machine will significantly improve product performance and quality while reducing overall costs per case.

KPLP also employs double-nip-embossing technology in its “ultra” and premium bathroom tissue products, a tissue manufacturing process by which individual piles are embossed prior to being combined or joined together, enhancing aesthetic appeal as well as bulk (thickness) development.

## Suppliers

KPLP strategically sources from a diverse group of suppliers in order to reduce dependency risk. KPLP has strong long-standing relationships with many of its key suppliers, including well-established large scale suppliers that are experts in their respective offerings.

Pulp and recycled fibre are the largest components of tissue product costs. Pulp is a world-wide easily accessible commodity. Though underlying pulp costs can fluctuate based on worldwide shifts in supply/demand, they are generally capable of being passed along to end customers and consumers. According to KPLP Management, there is typically a six-to-nine month lag time between changes in pulp prices and changes in tissue price. Pulp types used by KPLP include Northern Bleached Softwood Kraft, eucalyptus, recycled fibre and other fibres. KPLP has over 10 large pulp suppliers.

In addition, KPLP has over four large waste paper suppliers. While the supply of waste paper has been declining in the market over the last few years, KPLP's dependency risk remains low as it has relationships with numerous suppliers.

KPLP has multiple suppliers for each of the other key supplies required for its business, including electricity and natural gas, packaging, chemicals, freight and pallets. KPLP has over 10 major Canadian carriers which transport most of its products across North America. Included in these providers are several of KPLP's customers who pick up merchandise directly from KPLP warehouses and charge the distribution costs back to KPLP. Certain purchasing services are provided by Kruger under the Management Services Agreement. See "Commercial Relationship between Kruger and KPLP" below. KPLP obtains many of its supplies and services pursuant to master supply or service agreements negotiated and entered into by Kruger (or one of its affiliates) for itself and on behalf of certain of its subsidiaries, including KPLP. See "Commercial Relationship between Kruger and KPLP" below.

## Properties

KPLP operates four plants across Canada, three in the province of Québec and one in the province of British Columbia. These facilities are located close to key markets and provide a competitive product advantage to KPLP, providing it with operational and pricing flexibility and lower distribution costs. KPLP's papermaking capacity currently represents approximately one-third of the total installed Canadian capacity. KPLP's U.S. operations are located in Memphis, Tennessee and include both the Existing Memphis Operations and the TAD Project. KPLP regularly invests in its plants to maintain them in good working condition and/or to upgrade or increase capacity to meet increasing customer demand. All of KPLP's paper plants and converting facilities and related land are owned by KPLP, except for the land on which the Gatineau Plant is built, which is subject to a lease with a term ending in 2028. See "Risk Factors — Gatineau Plant Land Lease".

KPLP's paper plants, converting facilities, brands produced and technologies used are listed below.

				Gatineau		Memphis	
	New Westminster	Crabtree	Sherbrooke	Laurier	Richelieu <sup>(1)</sup>	Existing Memphis Operations	TAD Project
Production (metric tonnes) .....	58,000	73,000	24,000	91,000	N/A	57,000	60,000 <sup>(2)</sup>
Paper Machines .....	2	4	1	3	0	2	1
Converting Lines...	9	13	0	0	23	9	2

				Gatineau		Memphis	
	New Westminster	Crabtree	Sherbrooke	Laurier	Richelieu <sup>(1)</sup>	Existing Memphis Operations	TAD Project
Brands Separate Produced .....	<i>Purex, Scotties, Cashmere, Soft &amp; Pure Premium, White Cloud, White Swan, AFH</i>	<i>Cashmere, White Cloud, SpongeTowels, White Swan</i>	<i>Cashmere, White Cloud</i>	<i>Scotties, White Swan, SpongeTowels, AFH</i>	<i>Scotties, White Swan, AFH</i>	<i>White Cloud</i>	<i>White Cloud</i>
Paper Technology..	LDC	LDC, SRC	SRC	WC, LDC, TAD	N/A	LDC	TAD

(1) Richelieu facility is paper converting only.

(2) KPLP Management estimate.

KPLP's warehousing facilities are strategically located near customer warehouses and operations. KPLP's facilities are located both on plant sites, as well as operated by third parties off site. The following table lists KPLP's warehouses. At certain locations, KPLP contracts out its warehouse operations to third parties.

Warehouse Locations	Size	Owned/Leased
<u>New Westminster</u>		
• New Westminster Plant Warehouse	100,000 sq. ft.	Owned
• New Westminster Off Site Warehouse (Gifford St.)	504,000 sq. ft.	Leased <sup>(1)</sup>
• Calgary (third-party operator)	15,000 sq. ft.	Leased
<u>Crabtree and Sherbrooke</u>		
• Laval (third-party operator)	420,000 sq. ft.	Leased <sup>(1)</sup>
• Joliette	180,000 sq. ft.	Owned
• Montreal North (third-party operator)	80,000 sq. ft.	Leased
<u>Gatineau</u>		
• Gatineau Plant Warehouse	300,000 sq. ft.	Owned
<u>Memphis</u>		
• Memphis Plant Warehouse	420,000 sq. ft.	Owned

(1) Leased from an entity that is 50% owned by an affiliate of Kruger.

## Intellectual Property

KPLP owns several trademarks for consumer brands, packaging claims, packaging designs, advertising slogans and industrial designs. These brands include *Cashmere*, *Purex*, *White Swan* and *Soft & Pure Premium* in the bathroom tissue category, *SpongeTowels* and *White Swan* in the paper towels category. KPLP owns the *White Cloud* trademark (as used to identify tissue products) and, in the facial tissue category, has a license with Kimberly-Clark to use the *Scotties* trademark in Canada on a royalty-free basis for 25-years ending in September 2021 with options to renew for additional successive 25-year periods

## Quality Control

KPLP focuses extensively on operational excellence with the objective of achieving a consistent and positive overall consumer and customer experience. KPLP's quality control standards are given a high level of importance and are generally in line with the standards set by other reputable multinational competitors.

Internal quality controls: (i) Supplier qualifications are audited; (ii) Contract manufacturers and co-packers are qualified through an audit process with 'refresher' audits periodically conducted; (iii) Production is tested consistently and finished products are sampled for workmanship and physically tested for compliance to pre-approved specifications; (iv) Key performance indicators are generated monthly along with detailed test reports on all base sheet and finished products; (v) Bi-monthly leadership meetings review results, track progress on major issues/opportunities and set goals as needed; (vi) Rapid Response and Retrieval system (or RRR) is established across KPLP and maintained with mock recall exercises to promote preparedness; and (vii) Quality assurance tracks all major start-ups and provides detailed reports to management throughout the new product development process. All products receive annual specification reviews with product development and marketing stakeholders.

Third party controls include the following: (i) All plants are ISO 9001-2008 accredited; (ii) Sites routinely pass customer-initiated third-party audits; and (iii) Independent surveys rank performance along key important customer metrics.

## **Employees**

In total, KPLP has approximately 2,300 employees, the majority of whom work in KPLP's manufacturing facilities. Of the 2,300 employees, approximately 1,800 are hourly employees and 500 are salaried employees. 1,846 of the 2,300 employees are in Canada and the remaining 454 are in the U.S. The hourly employees in each of KPLP's manufacturing facilities operate under collective bargaining agreements. KPLP Management believes that it has good labour relations with its unionized employees.

## **Government Regulation**

KPLP's operations are subject to various federal, provincial, state and local laws affecting its business, including licensing and regulation regarding health, sanitation, safety, fire, building codes and other matters in the provinces or municipalities in which facilities and offices are located. Developing new manufacturing facilities and warehouses in certain locations requires various licenses and land use approvals. As a result, development could be delayed in any given circumstance by difficulties in obtaining such licenses and approvals or by more stringent requirements of local government bodies with respect to zoning, land use and licensing.

### ***Advertising Regulations***

KPLP is a member of the Association of Canadian Advertisers and Advertising Standards Canada, a national industry body committed to implementing the Canadian Code of Advertising Standards. This code is the principal instrument of advertising regulation and includes guidance for acceptable advertising including accuracy and clarity, comparative advertising, price claims and professional and scientific claims.

### ***Environmental Regulations***

KPLP is subject to environmental laws and regulations imposed by the various governments and regulatory authorities in Canada and the United States. These environmental laws and regulations impose stringent standards on KPLP, regarding, among other things: (i) air emissions; (ii) water discharges; (iii) use and handling of hazardous materials; (iv) use, handling and disposal of waste; and (v) remediation of environmental contamination.

All manufacturing locations are subject to a periodic environmental audit. To date, costs of compliance with changing environmental regulations, have not been significant in relation to the size of KPLP.

## **Commercial Relationship between KPLP and KTG**

KPLP provides certain business support services to KTG, its wholly-owned subsidiary, pursuant to certain operating agreements entered into between KPLP and KTG which include: (i) a management and support services agreement, whereby KPLP provides management and support services to KTG (i.e. management and administration, accounting and tax, finance, treasury, benefits and human resources, legal, engineering, etc.) for an annual management fee, paid monthly in an amount equal to the actual cost incurred to perform such services plus a 5%

mark-up; (ii) a sales agency and marketing agreement, whereby KPLP, through its wholly-owned subsidiary Kruger Products (USA) Inc., acts as exclusive sales agent for KTG and handles matters such as the solicitation of purchase orders, sales support and marketing, invoicing and collection for KTG products for a commission of 3.5% of net sales, excluding sales to KPLP; (iii) a trademark license agreement, whereby KPLP grants KTG the non-exclusive right to use the *White Cloud* trademarks for its products in accordance with KPLP's standards and requirements for a yearly payment by KTG of a royalty equal to 2% of *White Cloud* net sales; and (iv) a parent roll purchase agreement, whereby KPLP has the option to purchase parent rolls from KTG between 2015 and 2018, at the applicable fair market value (determined pursuant to the terms of such agreement) for sale in the Canadian market and must compensate KTG under certain circumstances set out in the agreements.

## **Commercial Relationship between Kruger and KPLP**

### ***Management Services Agreement***

KPLP and Kruger are parties to a Second Amended and Restated Management Services Agreement dated as of December 13, 2012 (the "Management Services Agreement") pursuant to which Kruger provides certain management and support services to KPLP, including corporate management support and administrative support services; accounting and tax support; corporate financing and treasury support; benefits and human resources support services; corporate insurance; corporate procurement services complementary to KPLP procurement; and corporate engineering support services. The annual management fee to be paid by KPLP to Kruger is \$4 million, with adjustment for inflation.

The term of the Management Services Agreement expires on December 1, 2022. The term shall be automatically renewed thereafter for consecutive one year periods unless one of the parties provides the other with prior notice of termination at least three months prior to the expiry of the term or any renewal period. Kruger is not entitled to terminate the Management Services Agreement unless KPLP fails to pay required fees under the agreement and fails to remedy such default within the 30-day cure period provided under the agreement. KPLP is not entitled to terminate the Management Services Agreement unless Kruger fails to provide the required services in accordance with the agreement for a period of four consecutive weeks and fails to cure such breach within the 30-day cure period provided under the agreement. The foregoing is a summary of the principal terms of the Management Services Agreement. Such summary is not exhaustive and is qualified by the terms of the agreement which was filed with the Canadian securities regulatory authorities and is available under the Corporation's profile on [www.sedar.com](http://www.sedar.com).

### ***Master Supply and Service Agreements***

KPLP obtains some of its services and supplies, including its supply of pulp and waste paper, energy and chemicals, pursuant to master supply or services agreements negotiated and entered into by Kruger (or one of its affiliates) on its own behalf and on behalf of certain of its subsidiaries, including KPLP. Kruger negotiates master supply and services agreements in this manner with a view to increasing the efficiency of its negotiations and obtaining advantageous pricing for its subsidiaries. Under these arrangements, KPLP issues purchase orders to or otherwise contracts directly with the supplier for such purchases but on the terms provided for in the applicable master supply and services agreement.

While KPLP obtains certain benefits from these arrangements, including advantageous pricing in some circumstances, KPLP Management believes that KPLP would be able to obtain the services and supplies even if Kruger was not conducting the negotiations and that any resulting increase in pricing would not adversely affect KPLP's business in a material way.

### ***Kruger Trademark License Agreement***

Pursuant to an Amended and Restated Trademark License Agreement between Kruger and KPLP dated as of December 13, 2012 (the "Kruger Trademark License"), Kruger granted a non-exclusive, royalty-free, long-term license to KPLP to use the name "Kruger" and the trademarks provided for in such agreement. The initial term of the licence expires 25 years after its effective date, subject to rights of termination upon the occurrence of certain

events including, among others, a change of control of KPLP. The term can be renewed at KPLP's option for additional 25 year terms upon written notification to that effect. The foregoing summary is qualified by the terms of the Kruger Trademark License which was filed with the Canadian securities regulatory authorities and is available under the corporation's profile on [www.sedar.com](http://www.sedar.com).

#### ***Lease from an Affiliate of Kruger***

The Laval and Vancouver warehouses described above under "Warehouse Locations" are leased by KPLP from an entity of which an affiliate of Kruger is a 50% owner. KPLP Management believes that such leases are on reasonable commercial terms that, considered as a whole, are not less advantageous to KPLP than if the leases were with a person dealing at arm's length with KPLP.

#### ***Inter-affiliate Purchases and Sales***

KPLP purchases certain supplies and services from Kruger and its affiliates, including fibre procurement services from the Kruger recycling division and packaging supplies from Kruger Packaging. Such supplies and services are generally provided at market prices. KPLP Management believes that if it did not contract with Kruger with respect to such supplies and services, it could contract with other suppliers and purchasers on substantially the same terms. Kruger and KPLP entered into a Master Supply Agreement dated as of December 13, 2012 (the "Master Supply Agreement") governing the purchase and sale of such supplies and services. Such agreement provides that such transactions are to occur on arm's length terms. The Master Supply Agreement has a three year term expiring December 12, 2015. The Master Supply Agreement was filed with the Canadian securities regulatory authorities and is available under the corporation's profile on [www.sedar.com](http://www.sedar.com).

### **MATERIAL CONTRACTS**

The following are the only material contracts, other than those contracts entered into in the ordinary course of business, which the Corporation or KPLP have entered into since the beginning of the last fiscal year before the date of this Annual Information Form or entered into prior to such date but which contract is still in effect. Each of the summaries below describes certain material provisions of the relevant material contract and is subject to, and qualified in its entirety by reference to, the relevant material contract, a copy of which is available on the SEDAR website at [www.sedar.com](http://www.sedar.com).

#### **Material Contracts of the Corporation**

Other than in the description of the Non-Competition Agreement, references to "Kruger" in the description of the Corporation's material agreements below refer to Kruger's wholly-owned subsidiary, Kruger Products 2010.

#### ***Limited Partnership Agreement***

##### ***Business of KPLP***

KPLP will not carry on any activities other than the business of manufacturing, marketing, distributing and sales of tissue paper products and sanitary products, and such other businesses and activities as may be reasonably related, incidental, complementary or ancillary thereto.

##### ***KPGP Board Representation***

Kruger undertakes to exercise its votes to cause the number of directors of KPGP to consist of nine directors, unless otherwise agreed between the partners, and in favour of the election as directors of KPGP of the nominees that the Corporation has the right to designate for election pursuant to the Limited Partnership Agreement. The number of nominees to the KPGP Board to be designated by the Corporation from time to time is based on the Corporation's proportionate ownership interest of KPLP (as reduced to account for Kruger's proportionate ownership interest in the Corporation, if any) (the "Corporation Aggregate Ownership Interest") at the time of designation as follows:

- If the Corporation Aggregate Ownership Interest is less than or equal to 50%, the Corporation may designate up to three nominees;
- If the Corporation Aggregate Ownership Interest is greater than 50% but less than or equal to 60%, the Corporation may designate up to five nominees, provided that the fifth such nominee will be subject to the approval of Kruger, acting reasonably;
- If the Corporation Aggregate Ownership Interest is greater than 60% but less than or equal to 70%, the Corporation may designate up to six nominees;
- If the Corporation Aggregate Ownership Interest is greater than 70% but less than or equal to 80%, the Corporation may designate up to seven nominees;
- If the Corporation Aggregate Ownership Interest is greater than 80% but less than or equal to 90%, the Corporation may designate up to eight nominees;
- If the Corporation Aggregate Ownership Interest is greater than 90%, the Corporation may designate all nine nominees.

The Corporation is only entitled to designate individuals who are (a) directors of the Corporation (unless all such directors are already members of the KPGP Board, in which case other individuals may be nominated), (b) “independent” within the meaning of applicable securities laws and stock exchange rules, and (c) are not and have not been affiliated, associated with or otherwise connected to a Kruger competitor. Additionally, in the event that (i) a shareholder of the Corporation (other than Kruger or a Kruger Affiliate) beneficially owns or controls 20% or more of the issued and outstanding Common Shares, and (ii) Kruger’s aggregate ownership interest in KPLP (including its indirect interest in KPLP held through the Corporation) (the “Kruger Aggregate Ownership Interest”) is greater than 40%, then all the nominees of the Corporation to the KPGP Board must (A) be approved by the KPGP Board (acting reasonably) and (B) enter into confidentiality and code of conduct undertakings satisfactory to the KPGP Board (acting reasonably). In the event that KPLP issues KPLP Units to a limited partner other than the Corporation or Kruger, such limited partner shall be entitled to nominate a number of members of the KPGP Board proportionate to its equity interest.

*Matters Requiring Unanimous Consent of the Corporation and Kruger*

No obligation of KPLP will be entered into, no decision will be made and no action will be taken by or with respect to KPLP with respect to the following matters without the unanimous approval of each of the Corporation and Kruger:

- the undertaking of any business or activity by KPLP, other than the business of the partnership (namely the manufacturing, marketing, distribution and sales of tissue paper products and sanitary products and other businesses or activities reasonably related, incidental, complementary or ancillary thereto);
- the removal and appointment of a new general partner;
- the liquidation, dissolution or winding-up of KPLP;
- any amendment or termination (other than in accordance with its terms) of the Management Services Agreement or the Administration Agreement;
- any redemption, purchase or repurchase of KPLP Units or other equity securities of KPLP by KPLP, other than a repurchase offered to all limited partners in accordance with the terms of the Limited Partnership Agreement;
- the issuance of KPLP Units (or other equity interests in KPLP) to Kruger or its affiliates at a price less than 95% of the Current Trading Price (as defined in the Limited Partnership Agreement), unless (i) the Corporation or another person not related to Kruger acting on a bona fide basis is also being issued KPLP Units or other equity interests where the number of such KPLP Units is at least 20% of the number of KPLP Units being issued to Kruger and its affiliates and the issue price for such KPLP Units is not less than 85% of the Current Trading Price, or (ii) the Kruger Aggregate Ownership interest prior to such issuance is less than 20%;

- the issuance of new KPLP Units representing more than 25% of the then-issued and outstanding KPLP Units in connection with which the Corporation does not exercise its Pre-Emptive Right; and
- the entering into by KPLP of a related-party transaction (within the meaning of Regulation 61-101 Respecting the Protection of Minority Security Holders in Special Transactions), that would reasonably be expected to transfer value from KPLP to a partner or an affiliate of a partner, other than those arrangements between KPLP and its partners existing as of the date of the Limited Partnership Agreement.

*Transfer Restrictions*

No partner shall transfer all or any part of its interest in KPLP without the unanimous approval of the partners, except as expressly provided in the Limited Partnership Agreement.

*Right of First Offer of the Corporation in Respect of Sale of KPLP Units by Kruger*

If Kruger decides to sell KPLP Units from time to time and invokes the right of first offer provisions to do so (i) on its own initiative, or (ii) following the receipt of an offer from a third party, the Corporation shall have a right of first offer to purchase such KPLP Units (the “Unit Sale Right”), subject to compliance with applicable laws and to the conditions set forth in the Limited Partnership Agreement.

*Tag-Along Right of the Corporation*

Provided that it has complied with the Unit Sale Right, in the event that Kruger proposes to sell more than 20% of the issued and outstanding KPLP Units that Kruger owns to a third party at a price per KPLP Unit greater than 115% of the market price of the Common Shares calculated as of the date of the tag-along offer (subject to adjustment if the KPLP Units and Common Shares are not of equal value), then Kruger may only sell such KPLP Units if Kruger causes the third party to extend its offer to also purchase the KPLP Units held by the Corporation, at the same price and on the same conditions as those sold by Kruger. In the event the number of KPLP Units to be purchased has been specified by the third party, then each of Kruger and the Corporation shall have the right to sell a proportionate share of their KPLP Units. If the Corporation elects to exercise its right to participate in the offer, then the Corporation may hold a meeting of shareholders at which the Corporation’s shareholders shall be asked to approve the participation of the Corporation in the sale. The foregoing tag-along right was based on and inspired by the principles relating to take-over bid requirements under applicable Canadian securities laws and regulations and the private agreement statutory exemption therefrom.

*Drag-Along Right of Kruger*

Provided that it has complied with the Unit Sale Right, for so long as the Kruger Aggregate Ownership Interest is equal to or greater than 66<sup>2</sup>/<sub>3</sub>%, if Kruger decides to sell all of its KPLP Units for cash and the board of KPGP has obtained a fairness opinion stating that the per KPLP Unit price is fair to the holders of KPLP Units, Kruger will have the right to require the Corporation to sell all of its KPLP Units to the purchaser on the same terms and conditions as Kruger (the “Drag-Along Right”). The sale by the Corporation of its KPLP Units will take place at the same time, and will be conditional upon, the sale of the KPLP Units offered by Kruger. Kruger will assume the liability for any representations and warranties regarding KPLP that Kruger gives to the third party purchaser under the relevant purchase agreement. The foregoing drag-along right was based upon the fact that under applicable Canadian corporate and securities laws the acquisition of all the shares of a corporation can generally be effected with the support of at least 66<sup>2</sup>/<sub>3</sub>% of the outstanding shares, such that the remaining shareholders are effectively required to sell on the same terms.

*Pre-Emptive Right to Acquire KPLP Units*

Any additional KPLP Units to be issued by KPLP shall first be offered to each of the Corporation and Kruger, which may purchase a number of new KPLP Units corresponding to their respective proportionate share of KPLP Units (and such additional number of KPLP Units offered for sale that the other partner does not choose to purchase) (the “Pre-Emptive Right”).



If the Corporation intends to exercise its Pre-Emptive Right (which it shall not unreasonably refuse to do), it shall (a) consult with financial advisors or underwriters, (b) use all reasonable efforts to obtain commitments in respect of a prospectus offering at the highest price per Common Share that the Corporation is reasonably able to obtain that is expected to yield aggregate gross proceeds sufficient for the Corporation to pay the subscription price for the exercise of its Pre-Emptive Right and (c) provide notice of such commitment to KPGP in each case within the timeframes prescribed by the Limited Partnership Agreement.

The Corporation and KPLP will, to the extent possible, prevent certain events from occurring which would result in the indirect economic interest in KPLP represented by a Common Share diverging from the direct economic interest in KPLP represented by a KPLP Unit, including splits or consolidations of the Common Shares without a corresponding split or consolidation of the KPLP Units, issuances or repurchases of Common Shares without corresponding issuances or repurchases of KPLP Units, acquisition of assets by the Corporation other than KPLP Units or incurrence of liabilities other than ordinary course liabilities, or special distributions by the Corporation of rights, certain other securities, debt or assets to all shareholders.

#### *Unit Redemptions*

If KPGP determines that it is advisable for the Corporation to proceed with a normal course issuer bid or a substantial issuer bid for Common Shares, it can require the Corporation to initiate a process to do so. In connection with any such issuer bid, KPLP shall advance any funds required to pay for the purchases of the Common Shares. Any advances by KPLP for this purpose will be repaid as soon as possible by the purchase for cancellation by KPLP from the Corporation of the corresponding number of KPLP Units held by the Corporation (subject to adjustment if the Common Shares and KPLP Units are not of equal value). In such case, Kruger and the Corporation will be entitled to cause KPLP to purchase from it a corresponding *pro rata* number of KPLP Units.

#### *Right of First Offer of the Corporation in Respect of Sale of Assets of KPLP*

If KPLP decides to sell all or substantially all of its assets for cash or publicly-listed securities and initiates a process to do so (i) on its own initiative, or (ii) following the receipt of an offer from a third party, the Corporation shall have a right of first offer to purchase such assets subject to the conditions set forth in the Limited Partnership Agreement.

#### *Disclosure Obligations of KPLP*

As long as the Corporation is a “reporting issuer” under applicable securities laws, KPLP shall provide to it, subject to restrictions under applicable laws or confidentiality obligations, and at no cost to the Corporation, access to such financial and other information and documents related to KPLP which is reasonably required for compliance with the continuous disclosure and reporting requirements of a reporting issuer, and shall notify the Corporation without delay of any material change concerning KPLP.

#### *Covenants of KPGP*

KPGP covenants that no obligation will be entered into, no decision will be made, and no action taken by or with respect to KPGP with respect to the following matters without the prior written consent of the Corporation:

- the liquidation, dissolution or winding-up of KPGP; and
- any action that would defeat or impair the ability of the Corporation to nominate and have elected to the board of directors of KPGP the individuals the Corporation is entitled to designate.

#### *Covenants of the Corporation*

The Corporation covenants with KPLP and Kruger that it shall not undertake any of the following actions without the prior written consent of Kruger:

- any amalgamation, merger, continuance, arrangement, reorganization or similar business combination involving the Corporation;
- the liquidation, dissolution or winding-up of the Corporation;
- other than in the ordinary course of business (subject to a limit of \$100,000), the acquisition by the Corporation of any assets, business or operations, other than the acquisition of KPLP Units or assets pursuant to the exercise of rights granted in the Limited Partnership Agreement;
- other than in the ordinary course of business (subject to a limit of \$100,000), the sale, transfer, lease, pledge or other disposal of any of the assets, business or operations of the Corporation, including any KPLP Units but excluding any assets previously acquired pursuant to the exercise of a right granted by the Limited Partnership Agreement;
- enter into any support agreement with respect to any proposed take-over bid or exchange offer with respect to the Corporation's securities;
- amend its articles or by-laws;
- redeem, purchase or repurchase any outstanding securities of the Corporation except in accordance with the provisions of the Limited Partnership Agreement;
- provide any confidential information of KPLP to any third party, except where required by law or with the prior approval of the KPGP Board;
- issue any securities of the Corporation, except for issuances of Common Shares in connection with: (i) a shareholder rights plan of the Corporation, (ii) the exercise of rights under the Exchange Agreement, (iii) the financing of an acquisition of KPLP Units pursuant to the exercise of the Pre-Emptive Right; or (iv) the financing of an acquisition of KPLP Units or assets pursuant to the exercise of a right granted by the Limited Partnership Agreement; or
- incur any indebtedness above \$3 million, except for (i) indebtedness incurred in connection with the normal course of operation of a public company, or (ii) indebtedness to finance an acquisition of assets or KPLP Units pursuant to the rights granted in the Limited Partnership Agreement.

In the event of a breach by the Corporation of its covenants, certain rights of the Corporation under the Limited Partnership Agreement may be suspended. See "Risk Factors — Loss of Rights under the Limited Partnership Agreement".

#### *Kruger's Right to Nominate a Director of the Corporation*

For so long as the Kruger Aggregate Ownership Interest is equal to or greater than 20%, Kruger shall be entitled to propose one director nominee for inclusion amongst the candidates for election as directors of the Corporation at each annual general meeting of shareholders of the Corporation or other meeting convened for the purpose of electing directors (the "Director Nomination Right"). Provided the person proposed by Kruger complies with all applicable legal requirements and stock exchange rules, the Corporation shall include such person's name in its proxy materials and recommend that the shareholders vote in favour of such person.

#### ***Administration Agreement***

Pursuant to the Administration Agreement, KPLP, as administrator (the "Administrator") has full power and authority to administer, subject to the general supervision and any specific instructions of the Corporation Board, all of the ongoing operations and affairs of the Corporation in order for the Corporation to carry on its activities as a public company. The services provided by the Administrator under the Administration Agreement include the following:

- Conducting general shareholder services, including investor relations, and convening and holding shareholder meetings.

- Undertaking reporting activities required to comply with applicable securities legislation and administering the payment of applicable fees, taxes and other amounts levied against the Corporation.
- Preparing annual and interim financial statements.
- Performing accounting and tax services.
- Providing written reports to the Corporation Board on the financial, operational and business performance of the Partnership; and providing reports to the Corporation Board outlining the nature and details of the Administrative Services that have been provided.
- Providing shareholders and other services and arranging for the provision of professional services for the Corporation.
- Providing cash management, treasury and finance services to the Corporation.
- Maintaining the books, records and accounts of the Corporation.
- Providing the Corporation with office facilities and personnel.
- Providing all necessary technology services, including setting up and maintaining a public website for the Corporation and the management of online investor relations services.
- Selecting and providing any officers of the Corporation, subject to the approval of the Corporation Board.
- Administering the payment of fees, if any, to the directors of the Corporation and the implementation of the director orientation and continuing education policies of the Corporation.
- Arranging for any applicable insurance for the Corporation and its directors and officers.
- Arranging for the payment of the listing and sustaining fees for the Toronto Stock Exchange and any other exchange on which the Common Shares or similar securities may from time to time be listed.
- Providing advice to the Corporation Board with respect to determining the timing and terms of future issuances or repurchases of Common Shares or other securities of the Corporation and attending to any administrative matters in connection with the Common shares or other securities of the Corporation.
- Appointing the Corporation's bankers and establishing banking procedures to be implemented by the Corporation.
- Arranging for borrowings of the Corporation, if any.
- Establishing the Corporation's operating expense budgets and authorizing and arranging for the payment of all operating expenses incurred by the Corporation.
- Arranging for, negotiating and entering into on behalf and in the name of the Corporation any agreement, instrument or other document for the proper administration and operation of the Corporation, unless the Administration Agreement expressly provides otherwise.
- Commencing, defending, adjusting or settling suits or legal proceedings in connection with the Corporation.
- Doing all such acts, taking all such proceedings, administering funds and making payments, executing all such documents and exercising all such rights and privileges that the Administrator may deem necessary to administer the undertaking and affairs of the Corporation.
- Performing any other services reasonably requested by the Corporation that are required in connection with the Corporation's business and operation of a public company.

The Administrator shall directly bear and pay for all of the Corporation's normal operating expenses incurred in connection with the ordinary course operation of a company that is a reporting issuer. The Administrator may also advance funds to the Corporation in an amount equal to pay for any expenses of the Corporation that are outside of such ordinary course expenses, by way of non-recourse, interest-free loans, repayable upon payment by the Administrator of distributions to the Corporation. As the Corporation's agent, the Administrator will also bear

and pay all outlays and expenses to third parties incurred by the Administrator in the administration of the affairs of the Corporation and the performance by the Administrator of its duties under the Administration Agreement.

The Administration Agreement may be terminated only: (i) by the Corporation by written notice to the Administrator with immediate effect, upon the occurrence of the following events: (A) the termination of the Limited Partnership Agreement; (B) if the Administrator materially breaches the provisions of the Administration Agreement or is grossly negligent in the exercise of its obligations under the Administration Agreement, and such material breach or gross negligence has not been cured by the Administrator within thirty days of having been notified thereof in writing by the Corporation; or (C) upon the bankruptcy, assignment of assets or voluntary or judicial wind-up of the Administrator; or (ii) with the written consent of the Corporation and the Administrator. Any such termination will not relieve the parties from any obligations or liabilities arising prior to such termination.

### ***Exchange Agreement***

#### *Exchange Right*

Pursuant to the Exchange Agreement, the Corporation grants Kruger the right to exchange KPLP Units it holds from time to time for Common Shares issued by the Corporation on the basis of one KPLP Unit for one Common Share, subject to adjustment upon the occurrence of certain events that would result in the indirect economic interest in KPLP represented by a Common Share diverging from the direct economic interest in KPLP represented by a KPLP Unit, including splits or consolidations of the Common Shares without a corresponding split or consolidation of the KPLP Units, issuances or repurchases of Common Shares without corresponding issuances or repurchases of KPLP Units, acquisition of assets by the Corporation other than KPLP Units or incurrence of liabilities other than ordinary course liabilities, or special distributions by the Corporation of rights, certain other securities, debt or assets to all shareholders. If at any time the Kruger Aggregate Ownership Interest is less than 20%, the Corporation may require the exchange of all outstanding KPLP Units held by Kruger or its affiliates in return for Common Shares on the basis of one KPLP Unit for one Common Share subject to adjustment as set forth above as well as the exchange of all shares of KPGP held by Kruger or its affiliates in return for one Common Share.

#### *Pre-Emptive Right*

For so long as the Kruger Aggregate Ownership Interest is greater than 10%, in the event the Corporation issues Common Shares or securities convertible into Common Shares (excluding in connection with certain issuances), Kruger shall have the right to purchase up to such number of Common Shares and/or convertible securities being issued, on the same terms and conditions as the issuance, which will, when added to the Common Shares beneficially owned by Kruger and its affiliates, result in Kruger and its affiliates beneficially owning the same percentage of Common Shares as the percentage immediately prior to the issuance.

#### *Termination and Assignment*

The rights of Kruger under the Exchange Agreement may, by written notice to the Corporation, be assigned to any transferee of KPLP Units held by Kruger, as if such transferee were an original signatory to the Exchange Agreement, provided that the transfer of such KPLP Units has been effected in accordance with the provisions of the Limited Partnership Agreement. The Exchange Agreement may not be assigned by any of the other parties thereto.

The Exchange Agreement terminates on the date that Kruger, its affiliates and any transferee of KPLP Units held by Kruger no longer hold any KPLP Units or Common Shares.

### ***Non-Competition Agreement***

Pursuant to the Non-Competition Agreement, for so long as the Kruger Aggregate Ownership Interest is greater than 20% or Kruger has a designated nominee on the KPGP Board, neither Kruger nor Joseph Kruger II shall, and Kruger will cause its affiliates not to, directly or indirectly, in any manner whatsoever, without the prior written consent of KPLP and the Corporation, carry on or engage in any "Restricted Activities" other than in

connection with Kruger's or its affiliates' investment in KPLP, the operations of KPLP, the provision of services to KPLP or other activities principally for the benefit of KPLP and its subsidiaries. For the purposes of the Non-Competition Agreement, "Restricted Activities" means any activity consisting of the business, in whole or in part, of manufacturing, marketing, distributing and sales of tissue paper products and sanitary products anywhere within all Provinces and Territories of Canada and all 50 states of the United States of America.

In the event that the Corporation ceases to own any KPLP Units, it will cease to be a party to and have any rights under the Non-Competition Agreement. No party may assign the Non-Competition Agreement or any benefits, rights or obligations under the agreement without the prior written consent of the other parties.

### ***Registration Rights Agreement***

Pursuant to the Registration Rights Agreement, if the Corporation determines to make a distribution of Common Shares to the public for cash pursuant to a prospectus under applicable securities laws (a "Distribution"), Kruger will have the right to include Common Shares that it holds in the Distribution. Furthermore, pursuant to the Registration Rights Agreement, Kruger has the right, commencing on and after 180 days after the closing of the Offering, to require the Corporation to use its reasonable commercial efforts to make a Distribution of such number of Kruger's Common Shares specified by Kruger on an underwritten basis. The Corporation shall not be required to make such a Distribution if, among other things, it relates to a number of Common Shares that would not reasonably be expected to result in gross proceeds of (i) at least \$25 million if the Distribution is by way of long-form prospectus, or (ii) at least \$10 million if the Distribution is by way of short-form prospectus. Subject to certain exceptions in the event a Distribution is not completed, all out-of-pocket expenses incident to the Distributions (other than selling expenses, including underwriting commissions) shall be borne by the Corporation (through the Administrator pursuant to the Administration Agreement) and Kruger in proportion to the number of Common Shares sold by each pursuant to the Distribution.

### ***Underwriting Agreement***

The Corporation, Kruger and the underwriters of the Offering entered into an underwriting agreement dated December 5, 2012 (the "Underwriting Agreement"). Certain material provisions of the Underwriting Agreement are summarized in the Corporation's final long form prospectus dated December 5, 2012 (the "Prospectus"), a copy of which is available on SEDAR website at [www.sedar.com](http://www.sedar.com).

### ***Subscription Agreement***

The Corporation used the gross proceeds from the Offering to complete a subscription for KPLP Units pursuant to a subscription agreement between KPLP and the Corporation (the "Subscription Agreement"). Certain material provisions of the Subscription Agreement are summarized in the Prospectus, a copy of which is available on SEDAR website at [www.sedar.com](http://www.sedar.com).

## **Material Contracts of KPLP**

### ***Senior Credit Agreement***

#### ***General***

KPLP is a party to a third amended and restated credit agreement dated as of September 10, 2012 entered into between KPLP and Kruger Products 2010, as borrowers, the lenders party thereto and National Bank of Canada, as administrative agent (the "Senior Credit Agreement") pursuant to which a senior secured revolving credit facility in a maximum amount of \$195 million with a \$50 million accordion feature (the "Senior Credit Facility") is made available to KPLP. The maturity date of the Senior Credit Facility is July 22, 2014. The Senior Credit Facility is to be used by KPLP to finance the general corporate purposes and the ongoing working capital requirements of the Restricted Credit Parties and financing the cash portion of any permitted acquisition or investment by any such Restricted Credit Party.

Under the Senior Credit Agreement, “Restricted Credit Parties” means KPLP, KPGP, Kruger Products 2010, 8031754 Canada Inc. and their respective subsidiaries involved in the tissue business but excluding the Unrestricted Credit Parties (which include TAD Canco, TAD Luxembourg and KTG) and the Non-Material Credit Parties (as such terms are defined in the Senior Credit Agreement).

#### *Interest Rates and Fees*

Borrowings under the Senior Credit Facility bear interest at a base rate of Prime Rate, U.S. Base Rate, LIBOR, Bankers’ Acceptance Stamping Fees or LC Fees (as defined in the Senior Credit Agreement), plus a margin varying between 0.75% and 3.50% depending on the Restricted Credit Parties’ ratio of funded debt to EBITDA (as defined in the Senior Credit Agreement) and the type of advance. Stand-By Fees are also payable on the available portion of the Senior Credit Facility at a rate varying between 0.25% and 0.6875% depending on the Restricted Credit Parties’ ratio of funded debt to EBITDA (as defined in the Senior Credit Agreement).

#### *Prepayments and Repayments*

KPLP may voluntarily cancel or reduce the Senior Credit Facility, in whole or in part, subject to minimum amounts and notice periods, with customary restrictions on prepayment of Banker’s Acceptances, Libor Loans and liabilities under Letters of Credit (in each case, as defined in the Senior Credit Agreement).

#### *Covenants*

The Senior Credit Agreement contains customary affirmative covenants, including, but not limited to, delivery of financial and other information to the administrative agent, delivery of notice to the administrative agent upon the occurrence of certain material events, preservation of existence and authorizations, maintenance of insurance, compliance with laws, payment of taxes and other claims, limitation of transactions with affiliates and maintenance of security.

The Senior Credit Agreement requires the Restricted Credit Parties to comply with certain financial covenants, including, but not limited to, the maintenance of (i) a ratio of funded debt to EBITDA not greater than 3.50 to 1.00, (ii) a ratio of funded debt to capitalization not greater than 60%, and (iii) a minimum fixed charge coverage ratio of 2.00 to 1.00. The financial covenants are calculated on an Adjusted Consolidated Basis (as defined in the Senior Credit Agreement) such that the Unrestricted Credit Parties are accounted for as investments but not consolidated. As such, indebtedness under the TAD Credit Facility and KTG’s EBITDA are not included in such calculations.

The Senior Credit Agreement contains customary negative covenants of KPLP, including, but not limited to, (i) restrictions on the ability of KPLP and the Restricted Credit Parties to, subject to certain exceptions, grant liens, incur indebtedness, merge or consolidate, amend, restate or otherwise modify the Limited Partnership Agreement, make investments and loans, grant guarantees, make acquisitions, declare, set apart and pay distributions (which does not apply to the Tax Distribution to the Corporation), reduce capital, sell or otherwise dispose of assets, incur capital expenditures or materially change their business, (ii) restrictions on the indebtedness of TAD Canco, TAD Luxembourg and KTG and the amendment of the TAD financing documents, and (iii) restrictions on the repayment of the Senior Unsecured Notes (except for repayments made within three months of the Offering Closing Date and funded exclusively from the net proceeds of the Offering).

#### *Events of Default*

The Senior Credit Agreement contains customary events of default, including, but not limited to, non-payment, misrepresentation, breach of covenants, cross-default and cross-acceleration to other debt above a certain threshold, cross defaults to the Nordea Credit Facility, the TAD Credit Facility and the Senior Unsecured Notes, insolvency, change of control of KPLP or Kruger and enforcement proceedings.

## *Security and Guarantees*

The Senior Credit Facility is guaranteed by each Restricted Credit Party. KPLP and each Restricted Credit Party granted first ranking security interests and hypothecs over their current and future tangible and intangible assets (subject to permitted liens) to secure the obligations under the Senior Credit Facility, including a pledge of all capital stock or ownership interest in all subsidiaries owned by KPLP and the Restricted Credit Parties. The guarantees and security are granted on a pari passu basis in favour of the lenders and the administrative agent under the Senior Credit Agreement and the lenders and the administrative agent under the Nordea Credit Agreement (as defined below).

### ***Indenture***

#### *General*

On August 9, 2011, KPLP issued \$175 million of 8.0% senior unsecured notes due August 9, 2018 (the “Senior Unsecured Notes”) by way of private placement in Canada in accordance with applicable Canadian prospectus and registration exemptions. The Senior Unsecured Notes were issued pursuant to the Indenture. Interest on the Senior Unsecured Notes accrues at 8.0% per year and is payable semi-annually on February 9 and August 9 of each year. The Senior Unsecured Notes mature on August 9, 2018.

Under the Senior Unsecured Notes, “Restricted Subsidiaries” means any subsidiary of KPLP that is not an Unrestricted Subsidiary (as defined in the Indenture and which include TAD Canco, TAD Luxembourg, KTG and non material subsidiaries).

#### *Guarantees*

The Senior Unsecured Notes are unconditionally guaranteed, jointly and severally, by the Restricted Credit Parties.

#### *Redemption*

KPLP may, at any time prior to August 9, 2014, redeem up to an aggregate of 35% of the aggregate principal amount of the Senior Unsecured Notes at a redemption price of 108% of the principal amount thereof, plus accrued and unpaid interest with the net proceeds received by KPLP from one or more equity offerings or cash contributions to its common equity capital, subject to certain conditions. In addition, KPLP may redeem all or part of the Senior Unsecured Notes at any time prior to August 9, 2015 at a make-whole price which is equal to the greater of (i) the Canada Yield Price (as defined in the Indenture), and (ii) 101% of the aggregate principal amount of Senior Unsecured Notes redeemed, plus accrued and unpaid interest to the redemption date. On or after August 9, 2015, KPLP may redeem all or part of the Senior Unsecured Notes at the following redemption prices, plus accrued and unpaid interest if redeemed during the 12-month period commencing August 9 of the year set forth below:

<u>Year</u>	<u>Percentage</u>
2015	104%
2016	102%
2017 and thereafter	100%

#### *Change of Control*

Upon the occurrence of a Change of Control of KPLP (as defined in the Indenture), KPLP will be required to offer to repurchase all or any part of each holders Senior Unsecured Notes for a payment in cash equal to 101% of the aggregate principal amount of Senior Unsecured Notes repurchased, plus accrued and unpaid interest thereon to the purchase date.

### *Covenants*

The Indenture contains negative covenants of KPLP and the Restricted Subsidiaries, including, but not limited to, (i) limitations on making certain restricted payments (as described further below), (ii) restrictions on incurring certain indebtedness (as described further below), (iii) limitations on creating any contractual restrictions on the ability of Restricted Subsidiaries of KPLP to take certain actions, such as the payment of dividends or making of distributions, (iv) restrictions on KPLP and its Restricted Subsidiaries on incurring liens, (v) restrictions on transactions with affiliates, (vi) limitations on engaging in any line of business other than the businesses in which KPLP and the Restricted Subsidiaries were engaged on the date of issuance of the Senior Unsecured Notes, and any business reasonably related, incidental, complementary or ancillary thereto, (vii) restrictions on consolidating, amalgamating or merging into any other person, and (viii) restrictions on selling, transferring, assigning, leasing, conveying or otherwise disposing of all or substantially all of the property of KPLP and the Restricted Subsidiaries taken as a whole.

Pursuant to the Indenture, KPLP covenants not to make certain Restricted Payments (as defined below) unless at the time of, and after giving effect to, such Restricted Payment: (a) no default or event of default under the Indenture has occurred or would occur as a result thereof; (b) KPLP could incur at least \$1 of additional indebtedness pursuant to the restrictions on incurring indebtedness set out in the Indenture (as described further below); and (c) such Restricted Payment, together with all Restricted Payments made by KPLP and its Restricted Subsidiaries from the date of issuance of the Senior Unsecured Notes, is less than an amount (the “Restricted Payments Basket”) equal to the sum of (A) 50% of Consolidated Net Income of KPLP (as defined in the Indenture) from May 1, 2011 to the end of KPLP’s most recently completed fiscal quarter (or, if Consolidated Net Income is a deficit, minus 100% of the deficit); plus (B) 100% of the aggregate net cash proceeds received by KPLP since the date of issuance of the Senior Unsecured Notes as a contribution to its common equity capital, or from the issue or sale of equity interests of KPLP; plus (C) any proceeds from the sale of investments made after the issue date of the Senior Unsecured Notes, plus (D) the fair market value of any investments in unrestricted subsidiaries that are redesignated as Restricted Subsidiaries, plus (E) any dividends or distributions received from an unrestricted subsidiary after the date of issue of the Senior Unsecured Notes to the extent not already included in Consolidated Net Income of KPLP.

As defined under the Indenture, “Restricted Payments” include, among other things, (i) the declaration or payment of dividends by KPLP or any Restricted Subsidiary, other than a dividend or distribution paid in partnership interests or share capital, and (ii) any payment of principal on any subordinated indebtedness prior to the stated maturity of such indebtedness. The Restricted Payments covenant is subject to a number of exclusions as set out in the Indenture, including (i) Restricted Payments made after the issue date of the Senior Unsecured Notes in an aggregate principal amount not to exceed \$20 million, and (ii) the payment or declaration of distributions by KPLP to a parent entity of KPLP. Distributions made to the Corporation are Restricted Payments under the Indenture.

Pursuant to the Indenture, KPLP and its Restricted Subsidiaries may not incur any indebtedness (excluding trade debt and accounts payable incurred in the ordinary course of business and due within 12 months) unless immediately thereafter and giving effect thereto (a) the Consolidated Coverage Ratio, being the ratio of Adjusted EBITDA to Consolidated Interest Expense (as such terms are defined and subject to certain adjustments set out in the Indenture), would be at least 2:0 to 1:0; and (b) no default or event of default has occurred and its continuing under the Indenture. The restrictions on incurring indebtedness are subject to a number of exclusions set out in the Indenture.

### *Events of Default*

The Indenture contains customary events of default, including without limitation, non-payment, insolvency, cross-default to other debt above a certain threshold and breach of covenants.



## ***Nordea Credit Agreement***

### *General*

KPLP is a party to an amended and restated credit agreement dated as of September 10, 2012 entered into between KPLP and Kruger Products 2010, as borrowers, the lender party thereto and Nordea Bank A.B. (publ), as administrative agent, as amended by a first amending agreement dated as of February 28, 2013 (the “Nordea Credit Agreement”) pursuant to which a senior secured non-revolving loan facility in a maximum amount of U.S.\$46.2 million (the “Nordea Credit Facility”) is made available to KPLP. The Nordea Credit Facility is to be used to pay up to 85% of the equity investment of KPLP in the TAD Project and the fees of EKN in connection with its guarantee of the Nordea Credit Facility. The Nordea Credit Facility matures on December 30, 2019.

### *Interest Rates and Fees*

Borrowings under the Nordea Credit Facility bear interest at a fixed interest rate of approximately 3% per annum, comprised of a Swedish state reported interest rate, risk premium and administrative margin.

### *Prepayments and Repayments*

The Nordea Credit Facility is repayable in 14 equal consecutive semi-annual installments of principal together with interest commencing on the six-month anniversary of the starting point of credit, which is the earlier of the commissioning date of the TAD machine and December 30, 2012. Prepayments are allowed subject to a make-whole payment on account of interest losses.

### *Covenants*

The covenants, financial covenants and negative covenants provided by KPLP under the Senior Credit Agreement are incorporated and made part of the Nordea Credit Agreement. See “Senior Credit Facility — Covenants” above. The Nordea Credit Agreement contains restrictions on amendments to the Senior Credit Agreement and related security and other documents.

### *Events of Default*

The Nordea Credit Agreement contains customary events of default such as non-payment, misrepresentation and breach of covenants and also provides for a cross-default to the Senior Credit Agreement and a default related to the termination or loss of the EKN guarantee.

### *Security and Guarantees*

The Nordea Credit Agreement provides for pari passu security and guarantees on the assets and undertaking of KPLP and each Restricted Credit Party, the relationship between the lender and administrative agent under the Nordea Credit Agreement and the administrative agent and the lenders under the Senior Credit Agreement being governed by a collateral agency and security sharing agreement.

## ***TAD Credit Agreement***

### *General*

TAD Canco is a party to a credit agreement dated as of August 16, 2011 entered into between TAD Canco, as borrower, TAD Luxembourg and KTG, as guarantors, and Caisse de dépôt, as lender (as amended as of September 21, 2012, the “TAD Credit Agreement”) pursuant to which a non revolving term loan facility for a maximum amount of U.S.\$211.1 million is made available to TAD Canco (the “TAD Credit Facility”). The TAD Credit Facility is to be used by TAD Canco to invest in TAD Luxembourg, which in turn lends such proceeds to KTG on substantially the same terms and conditions as the TAD Credit Facility to finance the TAD Project.

Recourse under the TAD Credit Facility is limited to TAD Canco, TAD Luxembourg and KTG. The TAD Credit Facility matures on August 16, 2018.

#### *Interest Rates and Fees*

Borrowings under the TAD Credit Facility will bear interest at a base rate of 8% per annum plus an applicable margin determined as follows: of (i) 5% per annum at any time prior to the TAD Project service commencement date and KTG Excess Cash Flow has become positive, and (ii) thereafter, if the net debt to KTG EBITDA ratio is (A) higher or equal to 2.5, the greater of interest calculated at 5% per annum and an amount equal to 30% of KTG Excess Cash Flow (B) lower than 2.5 but not lower than 2.0, the greater of interest calculated at 5% per annum and an amount equal to 25% of KTG Excess Cash Flow or (C) lower than 2.0, the greater of interest calculated at 4% per annum and an amount equal to 15% of KTG Excess Cash Flow. Under the TAD Credit Facility, “Excess Cash Flow” is defined as, with respect to KTG, the EBITDA minus, without duplication, cash income tax, cash interest payments, positive change in working capital (or plus negative change in working capital, as the case may be) and capital expenditures, in each case, for the last completed four fiscal quarters of KTG.

#### *Prepayments and Repayments*

TAD Canco is required to make annual mandatory KTG Excess Cash Flow prepayments starting from the TAD Project service commencement date in an amount equal to a percentage of the KTG Excess Cash Flow determined based on the KTG Net Debt to EBITDA Ratio (as defined in the TAD Credit Agreement). TAD Canco may, once a year, within specific periods and upon notice to Caisse de dépôt, voluntarily prepay up to 10% of the principal balance of the outstanding advances under the TAD Credit Facility, subject to a 2% penalty and provided that, amongst other things, no such optional prepayment may be effected if it would result in the aggregate outstanding principal amount of advances under the TAD Credit Facility falling below \$125 million.

#### *Change of Ownership*

Upon the occurrence of a change of ownership, direct or indirect, of any equity securities of TAD Canco, TAD Luxembourg or KTG, or in the power to exercise any rights with respect to such equity securities, Caisse de dépôt will have the option, exercisable at its sole discretion, to require the repayment by TAD Canco, in whole or in part, of the amounts due under the TAD Credit Facility, together with a penalty of 1% of the principal balance of the repaid loans.

#### *Covenants*

The TAD Credit Agreement contains customary affirmative covenants, including, but not limited to, delivery of financial and other information to Caisse de dépôt, delivery of notice to Caisse de dépôt upon the occurrence of certain material events, preservation of existence and authorizations, maintenance of insurance, compliance with laws, payment of taxes and other claims, performance of material project agreements, limitations on use of project revenues, maintenance of security, and granting of further assurances.

The TAD Credit Agreement contains customary negative covenants, including, but not limited to, restrictions on the ability of TAD Canco, TAD Luxembourg and KTG, subject to certain exceptions, to grant liens, incur indebtedness, engage in businesses other than those specifically permitted, make investments and loans, merge or consolidate, enter into transactions with affiliates, grant guarantees, reduce capital, sell or otherwise dispose of assets, incur capital expenditures, or amend or assign material project agreements. Distributions by TAD Canco are also subject to specific conditions including maintenance of a minimum balance in the KTG project account and must be made from KTG Excess Cash Flow.

#### *Events of Default*

Events of default under the TAD Credit Agreement include, but are not limited to, non-payment, misrepresentation, breach of covenants, termination or default under a material project agreements, cross-default to KPLP, TAD Canco, TAD Luxembourg or KTG other indebtedness above certain thresholds, insolvency,

enforcement proceedings, abandonment of the TAD Project or failure to reach the TAD Project service commencement date before August 16, 2013.

#### *Security and Guarantees*

The TAD Credit Facility is guaranteed by TAD Luxembourg and KTG. TAD Canco granted first ranking security on all present and future movable and immovable property of TAD Canco, including its equity securities in TAD Luxembourg. KTG granted first ranking security on all present and future movable and immovable property of KTG, including, the Memphis Plant, the TAD machine and all of KTG's rights under the material agreements to which it is party. TAD Luxembourg granted security on all equity securities held in KTG and all rights under material agreements. Blocked account agreements were also entered into in favour of Caisse de dépôt.

#### *Scotties License*

Certain material provisions of the Scotties License are summarized under "The Business of KPLP — Intellectual Property".

#### *Asset Transfer Agreement*

The Asset Transfer Agreement provided for the transfer and sale to KPLP, effective as of September 21, 2012, of all assets of Former KPLP, including all assets of the tissue business and related subsidiaries (the "Transferred Assets"), but excluding the subsidiaries carrying on the energy business and certain related assets. The purchase price paid by KPLP for the Transferred Assets was equal to the fair market value of such assets to be satisfied by (i) the assumption by KPLP of indebtedness and certain other assumed liabilities of Former KPLP, including liabilities assumed by Former KPLP from Kruger Products Limited in connection with the reorganization of that entity as a limited partnership in 2010, but excluding indebtedness and other liabilities relating to the energy business, and (ii) 43,000,000 partnership units issued by KPLP. The Transferred Assets were transferred on an "as is, where is" basis without any representation or warranty as to defects, condition or fitness for use. Under the Asset Transfer Agreement, KPLP agreed to indemnify Former KPLP in respect of all liabilities assumed in satisfaction of the purchase price and any other liabilities, including contingent liabilities of Former KPLP, but excluding liabilities relating to the energy businesses and subsidiaries. The Asset Transfer Agreement also provided for the continuation of employment with KPLP of all employees of Former KPLP and the assumption by KPLP of all collective bargaining agreements.

#### *Other Material Agreements of KPLP*

Certain material terms of each of the Limited Partnership Agreement, the Administration Agreement, the Exchange Agreement and the Non-Competition Agreement are summarized under "Material Contracts – Material Contracts of the Corporation". Certain material terms of the Management Services Agreement, the Kruger Trademark License and the Master Supply Agreement are summarized under "The Business of KPLP – Commercial Relationship between Kruger and KPLP". Certain material provisions of the Subscription Agreement are summarized in the Prospectus, a copy of which is available on SEDAR website at [www.sedar.com](http://www.sedar.com).

## **DIVIDEND POLICY**

### **KPLP Distribution Policy**

The Limited Partnership Agreement provides that KPLP will, subject to applicable law and any contractual restrictions, make distributions to its partners during a given fiscal year in amounts sufficient as to enable the Corporation to discharge any federal and provincial income taxes payable by the Corporation on its income from KPLP during each fiscal year (the "Tax Distribution"). Any Tax Distribution shall be made to the partners prior to the date on which the relevant taxes are due and payable by the Corporation. During each year, advances will be made to the partners to cover periodic tax installment obligations.

Pursuant to the Limited Partnership Agreement, if KPLP is unable to make a Tax Distribution in accordance with the above, it will, subject to applicable law and any contractual restrictions (including under the Credit Agreement, the Nordea Credit Agreement and Indenture), advance sufficient funds to the Corporation in an amount equal to its share of such Tax Distribution by way of non-recourse, interest-free loans, repayable upon payment by KPLP of the required Tax Distribution.

In addition to the Tax Distribution, the KPGP Board has adopted a distribution policy which will consist of an annual distribution of \$0.72 per KPLP Unit (approximately \$36,730,296 million in the aggregate) to be paid on a quarterly basis (\$0.18 per KPLP Unit) on the 15th day of January, April, July and October in each year. It is expected that the initial distribution will be payable on April 15, 2013 and will be \$0.217 per KPLP Unit. There is no assurance that KPLP will make any such distribution or maintain such distribution policy in the future and such distributions will depend, among other things, on KPLP's cash requirements and surplus, financial condition and contractual obligations and restrictions. See "Risk Factors — Risks Relating to the Corporation".

### **Corporation Dividend Policy**

Dividends on the Common Shares of the Corporation will be at the discretion of the Corporation Board. It is the intention of the Corporation that all regular distributions received from KPLP other than Tax Distributions, be distributed to shareholders on an on-going basis, subject to applicable corporate law (including the required satisfaction of the solvency and liquidity tests imposed by the *Canada Business Corporations Act*). There can be no guarantee that this policy will be implemented or will remain in effect. If this dividend policy is implemented and maintained, and if the Corporation receives a regular annual distribution from KPLP on a quarterly basis and an initial distribution on the dates and in the amounts set forth above, it will pay a corresponding dividend in an amount of \$0.72 per Common Share per annum to be paid on a quarterly basis (\$0.18 per Common Share) on the 15th day (or, if such day is not a business day, the immediately following business day) of January, April, July and October in each year, with an expected initial dividend of \$0.217 per Common Share payable on April 15, 2013.

### **Distribution Reinvestment Plan of KPLP**

Pursuant to the Limited Partnership Agreement, unitholders are permitted to elect to receive distributions of KPLP payable to them (other than distributions which represent a Tax Distribution) in additional KPLP Units at a price per KPLP Unit equal to 97% of the 5-day weighted average trading price of the Common Shares prior to the date of payment of the distribution (the "KPLP DRIP"). Pursuant to the Limited Partnership Agreement, the Corporation is only permitted to participate in the KPLP DRIP to the extent required to accommodate participation by holders of Common Shares in the Corporation DRIP, such that the number of KPLP Units issued to the Corporation from time to time pursuant to the KPLP DRIP is equivalent to the number of Common Shares issued from time to time pursuant to the Corporation DRIP. Kruger has indicated that it intends to participate in the KPLP DRIP with respect to the distributions payable to it on a significant portion of the KPLP Units that it beneficially owns from time to time.

### **Dividend Reinvestment Plan of the Corporation**

The Corporation has adopted a dividend reinvestment plan (the "Corporation DRIP"), which permits shareholders that elect to participate in the Corporation DRIP to automatically reinvest all cash dividends in additional Common Shares at a price per Common Share equal to 97% of the 5-day weighted average trading price of the Common Shares prior to the date of payment of the dividend. The Corporation intends to participate in the KPLP DRIP with respect to distributions payable to it for a number of KPLP Units equal to the number of Common Shares issued under the Corporation DRIP. No brokerage commission will be payable in connection with the issuance or purchase of Common Shares under the Corporation DRIP and all administrative costs will be borne by KPLP. Only Canadian shareholders are eligible to participate in the Corporation DRIP. Participation in the Corporation DRIP will be subject to compliance by participants with applicable securities laws and Common Shares acquired under the Corporation DRIP may be subject, in certain circumstances, to resale restrictions, based upon, among other things, a participant's jurisdiction of residence and shareholdings.

## DESCRIPTION OF CAPITAL STRUCTURE

The Corporation's authorized share capital consists of an unlimited number of Common Shares. There are currently 8,750,001 Common Shares issued and outstanding. Pursuant to the Exchange Agreement, Kruger has the right to exchange KPLP Units it holds from time to time for Common Shares on the basis of one KPLP Unit for one Common Share, subject to adjustment as set out in the Exchange Agreement. If Kruger were to exchange all KPLP Units held by it as of March 26, 2013 for Common Shares, it would hold approximately 83.1% of the issued and outstanding Common Shares.

### Description of the Common Shares

The holders of Common Shares are entitled to receive notice of and to attend all annual and special meetings of shareholders and to one vote in respect of each Common Share held at all such meetings, except at separate meetings of or on separate votes by the holders of another class or series of shares. The holders of the Common Shares are entitled, at the discretion of the Corporation Board, to receive out of any or all of the Corporation's profits or surplus properly available for the payment of dividends (after the payment of any dividends payable on our securities entitled to receive dividends in priority to the Common Shares), any dividend declared by the Corporation Board and payable by the Corporation on the Common Shares. The holders of the Common Shares will participate rateably in any distribution of the Corporation's assets upon liquidation, dissolution or winding-up of the Corporation or other distribution of the Corporation's assets among its shareholders for the purpose of winding up the Corporation's affairs. Such participation will be subject to the rights, privileges, restrictions and conditions attached to any of the Corporation's securities issued and outstanding at such time ranking in priority to the Common Shares upon the Corporation's liquidation, dissolution or winding-up.

## MARKET FOR SECURITIES

The Common Shares are listed for trading on the TSX under the symbol "KPT". The following table shows the monthly range of high and low prices per Common Share at the close of market (TSX), as well as total monthly volumes and average daily volumes of the Common Shares traded on the TSX from the date of closing of the initial public offering of the Corporation to March 15, 2013:

Month	Price per Common Share (\$) Monthly High	Price per Common Share (\$) Monthly Low	Common Shares Total Monthly Volume	Common Shares Average Daily Volume
December 2012 (from December 13) .....	17.50	17.35	1,222,305	111,164
January 2013.....	19.75	17.41	832,413	37,886
February 2013.....	19.00	18.21	314,846	16,616
March 2013 (to March 15).....	19.00	18.32	120,497	11,000

## DIRECTORS AND OFFICERS

### Directors and Officers of the Corporation

The following table sets out, for each of the Corporation's directors and executive officers as of March 26, 2013, the person's name, province and country of residence, positions and offices held with the Corporation, principal occupation during the five preceding years and, if a director, the period during which the person served as a director and whether or not such person sits on a committee of the Corporation Board. The Corporation's directors are elected annually and, unless re-elected, retire from office at the end of the next annual general meeting of

shareholders. The Corporation's directors and executive officers beneficially own, or control or direct, directly or indirectly, approximately 10,000 Common Shares.

<b><u>Name and Province or State and Country of Residence</u></b>	<b><u>Position(s) / Title</u></b>	<b><u>Director Since</u></b>	<b><u>Principal Occupation For Past 5 Years</u></b>
Huw Thomas <sup>(1)(2)</sup> ..... Ontario, Canada	Director (Chairman)	October, 2012	Corporate director (December 2010 – present); Executive Vice-President, Financial Strategy and Performance of Canadian Tire Corporation, Ltd. October 2009 – December 2010; Chief Financial Officer of Canadian Tire Corporation, Ltd. October 2000 – October 2009)
Michel Letellier <sup>(1)(2)</sup> ..... Québec, Canada	Director	October, 2012	President and Chief Executive Officer of Innergex Renewable Energy Inc. (October 2007 – present)
Susan J. McArthur <sup>(1)(2)</sup> ..... Ontario, Canada	Director	October, 2012	Senior Investment Banker at Jacob Securities Inc. (November 2007 – present); Managing Director at ZSA Financial Recruitment (May 2006 – September 2007)
David Spraley ..... Québec, Canada	Director	October, 2012	Executive Vice President and Chief Operating Officer of Kruger (April 2012 – present); Executive Vice President, Corporate Development of Kruger (August 2011 – April 2012); Senior Vice President – Manufacturing, Pulp and Paper Operations of AbitibiBowater Inc. (now Resolute Forest Products Inc.) (August 2006 – June 2011)
Mario Gosselin..... Ontario, Canada	Chief Executive Officer	N/A	Chief Executive Officer of KPLP (October 2012 – present); Chief Operating Officer of KPLP (2004 to October 2012)
Mark Holbrook ..... Ontario, Canada	Chief Financial Officer	N/A	Chief Financial Officer of KPLP (October 2012 – present); Corporate Vice President Finance and IT and Chief Financial Officer (November 2011 – October 2012); Corporate Vice President, Finance and Information Technology of KPLP (May 2007 – November 2011)
Wendy Kelley ..... Ontario, Canada	General Counsel and Corporate Secretary	N/A	General Counsel and Corporate Secretary of KPLP (October 2012 – present); Principal of W. Kelley Law, legal consulting firm (September 2010 to October 2012);

<u>Name and Province or State and Country of Residence</u>	<u>Position(s) / Title</u>	<u>Director Since</u>	<u>Principal Occupation For Past 5 Years</u>
			Senior Vice President, General Counsel and Corporate Secretary of Biovail Corporation (August 2006 – September 2009)

- (1) Member of the Corporation Audit Committee  
(2) Member of the Corporation Nominating Committee

The Corporation has appointed Mario Gosselin as Chief Executive Officer, Mark Holbrook as Chief Financial Officer and Wendy Kelley as General Counsel and Corporate Secretary of the Corporation. None of them has an employment contract or relationship of employment with the Corporation and they receive no remuneration for such functions. Their respective principal occupation is Chief Executive Officer, Chief Financial Officer and General Counsel and Corporate Secretary of KPLP. In addition, most of the functions normally carried out by a corporation’s officers, including the Chief Executive Officer, the Chief Financial Officer and Secretary, is in fact carried out for the Corporation by KPLP under the Administration Agreement (as defined herein). See “Material Contracts — Material Contracts of the Corporation — Administration Agreement”.

Each of the directors and executive officers of the Corporation is also a director of KPGP or an officer of KPLP. Each of their respective biographies is set out under “Directors and Executive Officers of KPLP — Biographies”, below.

#### Directors and Executive Officers of KPLP

The following table sets out, for each of KPGP’s directors and KPLP’s executive officers as of March 26, 2013, the person’s name, province and country of residence, positions and offices held with KPLP, principal occupation during the five preceding years and, if a director, the period during which the person served as a director and whether or not such person sits on a committee of the KPGP Board. KPGP’s directors are elected annually and, unless re-elected, retire from office at the end of the next annual meeting of partners. KPGP’s directors and KPLP’s executive officers beneficially own, or control or direct, directly or indirectly, approximately 12,000 Common Shares. In addition, Joseph Kruger II indirectly controls Kruger Products 2010 which has the right pursuant to the Exchange Agreement to exchange each of its 43,009,999 KPLP Units for Common Shares on a one for one basis, subject to adjustment. See “Material Contracts — Material Contracts of the Corporation — Exchange Agreement”.

<u>Name and Province or State and Country of Residence</u>	<u>Position(s) / Title</u>	<u>Director Since</u>	<u>Principal Occupation For Past 5 Years</u>
Joseph Kruger II <sup>(1)</sup> ..... Québec, Canada	Director (Chairman)	2012	Chairman and Chief Executive Officer of Kruger (1998 – present)
Donald J. Cayouette <sup>(2)</sup> ..... Québec, Canada	Director	2012	Executive Vice President of Kruger (April 2008 – Present); Executive Vice President and Chief Operating Officer of Kruger (April 2008 – April 2012); Executive Vice President – Operations (January 2004 – April 2008)
George J. Bunze ..... Québec, Canada	Director	2012	Vice Chairman of Kruger (November 2003 – present)
David Spraley <sup>(1)</sup> ..... Québec, Canada	Director	2012	Executive Vice President and Chief Operating Officer of Kruger (April 2012 – present); Executive Vice President, Corporate

<u>Name and Province or State and Country of Residence</u>	<u>Position(s) / Title</u>	<u>Director Since</u>	<u>Principal Occupation For Past 5 Years</u>
			Development of Kruger (August 2011 – April 2012); Senior Vice President – Manufacturing, Pulp and Paper Operations of AbitibiBowater Inc. (now Resolute Forest Products Inc.) (August 2006 – June 2011)
Alexandre Patte ..... Québec, Canada	Director	2012	Vice President, Business Development and Treasurer of Kruger (March 2010 – Present); Vice President, Business Development of Kruger (October 2008 – March 2010); Vice President, Investment Banking at National Bank Financial (December 2005 – September 2008)
Huw Thomas <sup>(2)(3)</sup> ..... (Ontario, Canada)	Director	2012	Corporate director (December 2010 – present); Executive Vice-President, Financial Strategy and Performance of Canadian Tire Corporation, Ltd. October 2009 – December 2010; Chief Financial Officer of Canadian Tire Corporation, Ltd. October 2000 – October 2009)
Michel Letellier <sup>(1)(3)</sup> ..... Québec, Canada	Director	2012	President and Chief Executive Officer of Innergex Renewable Energy Inc. (October 2007 – present)
Susan J. McArthur <sup>(2)(3)</sup> ..... Ontario, Canada	Director	2012	Senior Investment Banker at Jacob Securities Inc. (November 2007 – present); Managing Director at ZSA Financial Recruitment (May 2006 – September 2007)
Mario Gosselin ..... Ontario, Canada	Chief Executive Officer and Director	2012	Chief Executive Officer of KPLP (October 2012 – present); Chief Operating Officer of KPLP (2004 to October 2012)
Mark Holbrook ..... Ontario, Canada	Chief Financial Officer	N/A	Chief Financial Officer of KPLP (October 2012 – present); Corporate Vice President, Finance and IT and Chief Financial Officer (November 2011 – October 2012); Corporate Vice President, Finance and Information Technology of KPLP (May 2007 – November 2011)



<b><u>Name and Province or State and Country of Residence</u></b>	<b><u>Position(s) / Title</u></b>	<b><u>Director Since</u></b>	<b><u>Principal Occupation For Past 5 Years</u></b>
Glenn Taylor ..... Ontario, Canada	Corporate Vice President, Manufacturing and International Operations	N/A	Corporate Vice President, Manufacturing and International Operations of KPLP (July 2010 – present); Corporate Vice President, International Operations (November 2009 – July 2010); President – Georgia Pacific Mexico with Georgia-Pacific (November 2004 – November 2009)
Nancy Marcus ..... Ontario, Canada	Corporate Vice President, Marketing	N/A	Corporate Vice President, Marketing of KPLP (June 2008 – present); Vice President, Marketing of KPLP (February 2001 – June 2008)
Michel Manseau ..... Ontario, Canada	Corporate Vice President, Consumer Sales Canada	N/A	Corporate Vice President, Consumer Sales Canada of KPLP (May 2007 – present)
Serge Reynaud ..... Ontario, Canada	Corporate Vice President, Human Resources and Legal	N/A	Vice President, Human Resources and Legal of KPLP (January 2007 – present)
Marc Fitzgerald ..... Québec, Canada	Corporate Vice President, Strategic Business Development	N/A	Corporate Vice President, Strategic Business Development of KPLP (June 2007 – present)
John O’Hara ..... Ontario, Canada	Corporate Vice President, Logistics	N/A	Corporate Vice President, Business Logistics of KPLP (November 2009 – present); Vice President, Business Logistics of KPLP (September 2007 – November 2009)
Dan Clarahan ..... Tennessee, USA	Corporate Vice President, U.S. Business Expansion	N/A	Corporate Vice President, U.S. Business Expansion of KPLP (April 2011 – present); Principal of CNZ Solutions (June 2006 – April 2011); President of KTG (USA) Inc. Aug. 2011 - Current
Gordon Goss ..... Arkansas, USA	Corporate Vice President, Consumer Business U.S. and Mexico	N/A	Corporate Vice President, Consumer Business USA and Mexico of KPLP (February 2011 – present); Division Vice President (February 2004 – February 2011)
Wendy Kelley ..... Ontario, Canada	General Counsel and Corporate Secretary	N/A	General Counsel and Corporate Secretary of KPLP (October 2012 – present); Principal of W. Kelley Law, legal consulting firm (September 2010 to October 2012); Senior Vice President, General Counsel and Corporate Secretary of Biovail Corporation (August 2006 – September 2009)

(1) Member of KPGP Compensation Committee

- (2) Member of KPGP Governance Committee
- (3) Member of KPGP Audit Committee

### ***Biographies***

#### *Joseph Kruger II, Director (Chairman)*

Joseph Kruger II has been the Chairman and Chief Executive Officer of Kruger since 1988. Prior to 1988, Mr. Kruger held various senior management positions within the company, during which time the company has been expanded and has implemented numerous successful acquisitions and modernization projects. Mr. Kruger has played a vital role at Kruger since his graduation from Clarkson University, Potsdam, New York in 1967, where he earned a Bachelor of Science degree in Mechanical Engineering. Mr. Kruger also received an honoris causa Doctorate in Science from Clarkson University in 1987.

Mr. Kruger served for ten years as a trustee of Clarkson University, first as an alumni trustee and later as a trustee. He has been a member of the Board's Campus Life Development and Investment Committees. He received an Honorary Doctor of Laws degree from Memorial University in May, 1996. He also received an honoris causa Doctorate from the University of Sherbrooke in October, 1998. On October 8<sup>th</sup> 2002, Mr. Kruger received an Honorary Doctorate degree from the Université du Québec à Trois-Rivières. On June 11<sup>th</sup>, 2006 Mr. Kruger received an honoris causa Docteur en sciences forestières from Université Laval.

Mr. Kruger is a past Director of the Bank of Canada. On January 23<sup>rd</sup>, 1994, Mr. Kruger received one of Québec's highest distinctions, Knight of the Order of Québec (Chevalier de l'Ordre national du Québec) for his outstanding support and commitment to education, science, technology and research. In addition, on February 4<sup>th</sup>, 1998 he was appointed as a Member of the Order of Canada.

Mr. Kruger is on the KPGP Compensation Committee.

#### *Donald J. Cayouette, Director*

Donald J. Cayouette was Executive Vice President and Chief Operating Officer of Kruger from April 2008 until April 2012. He continues to work with Kruger management on specific mandates. His career with Kruger began in 1989 as general manager of the Trois-Rivières plant. He also held the positions of Vice-President, Manufacturing, Corporate Engineering and Technical Services with Kruger. Between 1999 and 2004, he served as Executive Vice-President and Chief Operating Officer of Scott Paper Limited (now KPLP). In January 2004, Mr. Cayouette returned to the Kruger head office as Executive Vice-President – Operations and was responsible for the Tissue and Containerboard divisions.

Mr. Cayouette is also a member of the Kruger Board of Directors and its Executive Committee. Since 1975, Mr. Cayouette has been a member of various pulp and paper professional associations, including various technical sections and committees of the Canadian Pulp and Paper Association. He has also been involved in the community as a board member of various hospital foundations, charity fundraising, and associations such as the Canadian Red Cross and the Economic Development.

Mr. Cayouette holds a Bachelor of Science in Chemical Engineering from the University of New-Brunswick.

Mr. Cayouette is on the KPLP Governance Committee.

#### *George J. Bunze, Director*

George J. Bunze is Vice Chairman and a director of Kruger and a member of its Executive Committee and Chairman of the Audit Advisory Board Committee. From 1982 to 2003, Mr. Bunze was the Chief Financial Officer and a director of Kruger and was also the chief financial officer and a director of certain subsidiaries of Kruger. Prior to that time, Mr. Bunze held various senior financial and administrative positions within Kruger. Prior to joining Kruger in 1965, Mr. Bunze was employed by ITT (Canada) Limited.

Mr. Bunze is a professional accountant and CPA, CMA (Certified Management Accountant). He graduated from the commerce certification CMA program at McGill University, Montreal, Québec.

Mr. Bunze also holds directorships at Stella-Jones Inc. and Intertape Polymer Group Inc., both of which are reporting issuers in Canada, and is chairman of their respective audit committees. He was previously a director of B2B Trust Inc. and chairman of its audit committee. Mr. Bunze is on the advisory board of Factory Mutual Insurance Company.

*David Spraley, Director*

David A. Spraley is Executive Vice President and Chief Operating Officer of Kruger. Prior to joining Kruger, Mr. Spraley accumulated over 30 years of experience in the forest industry, both in the pulp and paper sector and the consumer products side of the business.

Mr. Spraley started his career at Mead Corporation where he held positions of increasing responsibility from 1978 to 1991. He then joined Georgia-Pacific for the following 15 years, earning extensive experience, particularly in the consumer products division. The last position he held was Senior Vice President, Consumer Products Manufacturing. As such, he was responsible for six integrated manufacturing operations producing tissue, pulp and fine paper.

Mr. Spraley joined AbitibiBowater (now Resolute Forest Products) in 2006, where he held various senior positions from 2006 to 2011. Most recently, he was Senior Vice President, Manufacturing, Pulp and Paper Operations, overseeing operations for 19 facilities in Canada, South Korea and the USA. These facilities produced bleached kraft pulp, coated paper, newsprint and hydroelectricity.

Mr. Spraley holds a Bachelor of Science in Chemical Engineering from the University of Dayton.

Mr. Spraley is on the KPGP Compensation Committee.

*Alexandre Patte, Director*

Alexandre Patte joined Kruger in 2008 as Vice President, Business Development. In 2010 he was also named Treasurer of Kruger. In that capacity, he is responsible for Kruger's strategic development (including mergers & acquisitions, major projects and financings) and oversees Kruger's treasury activities.

Prior to joining Kruger, Mr. Patte occupied a position at the investment banking group of National Bank Financial for seven years, where he worked on mergers and acquisitions as well as on public and private financings for various corporations.

Mr. Patte holds a Masters degree in Finance from HEC Montreal as well as a CFA designation.

*Michel Letellier, Independent Director*

Michel Letellier is the President and Chief Executive Officer of Innergex Renewable Energy Inc. ("Innergex"). He first joined a predecessor entity of Innergex in 1997 as Vice President – Finance. He was appointed Executive Vice President and Chief Financial Officer in 2003, and later appointed President and Chief Executive Officer of Innergex in October 2007. Mr. Letellier is responsible for providing strategic leadership and overseeing all of the Innergex's business activities, in order to ensure its sound financial management and long-term sustainability.

Prior to joining Innergex, Mr. Letellier worked at Boralex Inc. from 1990 to 1997, where he was involved in the development and operation of several run-of-river hydroelectric projects and where he held positions of increasing responsibility. Prior to that, he spent two years as a member of the Corporate Finance group at Brault Guy O'Brien Inc.

Mr. Letellier holds a Bachelor of Commerce (Finance) degree from Université du Québec à Montréal (1986) and a Master of Business Administration degree from Université de Sherbrooke (1988).

Mr. Letellier sits on the Board of Directors of Innergex, a reporting issuer in Canada, as well as on the Boards of Directors of several partnerships co-owned by Innergex with First Nations and other external partners.

Mr. Letellier is on the Corporation Audit Committee, the Corporation Nominating Committee, the KPGP Audit Committee as well as the KPGP Compensation Committee.

*Huw Thomas, Independent Director*

Huw Thomas is a board member of Dollarama Inc. (sitting on the audit, nominating and compensation committees), Calloway Real Estate Investment Trust (Trustee and Acting CEO) and Chartwell Seniors Housing Real Estate Investment Trust (sitting as chair of the audit committee), all of which are reporting issuers. Mr. Thomas is also the chair of the CICA Risk Oversight and Governance Board and serves on the board of Rodenbury Investments Ltd. From October 2009 to December 2010, Mr. Thomas was Executive Vice-President, Financial Strategy and Performance of Canadian Tire Corporation Ltd. and prior to that he was its Chief Financial Officer from October 2000 to October 2009. From October 2000 to December 2010, Mr. Thomas served as a senior member of the Executive Committee and advisor to the Chief Executive Officer of Canadian Tire Corporation on financial strategy and performance.

Mr. Thomas holds a Bachelor of Science, Economics from the University of London and is a Chartered Accountant (United Kingdom and Canada). In 2007 he completed the Directors Education Program of the Rotman School of Management.

Mr. Thomas is Chairman of the Corporation Board and Corporation Audit Committee, on the Corporation Nominating Committee, Chairman of the KPGP Audit Committee and on the KPGP Governance Committee.

*Susan J. McArthur, Independent Director*

Susan J. McArthur is a Senior Investment Banker at Jacob Securities Inc., an investment banking firm specializing in renewable energy, oil & gas, mining and infrastructure. Ms. McArthur has advised corporate clients on a broad range of transactions including acquisitions and divestitures, public and private equity and debt financing, capital restructuring and other strategic initiatives. Ms. McArthur has held positions with Rothschild Canada Limited in Toronto, Lazard Freres & Co in New York and Paris and The First Boston Corporation in New York. Ms. McArthur currently Chairs the Board of Management of the Canada Revenue Agency and sits on the board of directors of First Capital Realty (a reporting issuer), Chemtrade Logistics Inc., the Canadian Club of Toronto and Les Jardins de Métis Inc. Ms. McArthur has previously served as director on a number of boards including Globe Alive (Wind Mobile), Luminato, UBS Bank Canada, Orvana Minerals Inc, Bonus Resources Services and the Toronto International Film Festival. Ms. McArthur is a graduate of the University of Western Ontario.

Ms. McArthur is on the Corporation Audit Committee, the Corporation Nominating Committee, the KPGP Audit Committee and the KPGP Governance Committee.

*Mario Gosselin, Director and Chief Executive Officer*

Mario Gosselin was appointed Chief Executive Officer of KPLP in October 2012. From 2004 until his appointment as Chief Executive Officer, he was Chief Operating Officer of KPLP and in such capacity was responsible for all of the operations of KPLP. Since joining Kruger in 1978, Mr. Gosselin has held the positions of General Manager of Operations for Kruger Tissue UK, Corporate Vice President Finance and Assistant Chief Operating Officer for KPLP.

Mr. Gosselin earned a Bachelor of Accounting Sciences from the Université du Québec à Trois-Rivières and an MBA from Concordia University.

*Mark Holbrook, Chief Financial Officer*

Mark Holbrook was appointed Chief Financial Officer of KPLP in 2012. He acted as Corporate Vice President, Finance and Information Technology from 2007 until his appointment as Chief Financial Officer and, prior to that time, as Corporate Vice President, Finance (appointed in 2004). His career at Kruger began in 1998.

Mr. Holbrook has 26 years of experience in the consumer packaged goods industry, including 12 years with Unilever Canada.

Mr. Holbrook has a Chartered Accountant designation and holds a Bachelor of Business Administration degree from Wilfrid Laurier University.

*Glenn Taylor, Corporate Vice President, Manufacturing and International Operations*

Glenn Taylor was appointed Corporate Vice President, Manufacturing and International Operations of Kruger Products Limited (now KPLP) in July, 2010. Prior to that time, he had acted as Corporate Vice President, International Operation (appointed in November 2009). Prior to joining KPLP, Mr. Taylor spent 20 years at Georgia-Pacific in positions which included President – Georgia-Pacific Mexico and Vice-President Manufacturing and General Manager – Georgia-Pacific China.

Mr. Taylor earned a Bachelor's degree in Business Administration from the University of Tampa and a Masters in Business Management from Northeastern Oklahoma University.

*Nancy Marcus, Corporate Vice President, Marketing*

Nancy Marcus was appointed Corporate Vice President, Marketing of Kruger Products Limited (now KPLP) in 2008. Prior to that time, Ms. Marcus acted as Vice President, Marketing of Kruger Products Limited from 2001 to 2008. She has over 33 years' experience in the Consumer Packaged Goods industry with Phillip Morris, Canada Dry, Cadbury Schweppes and RJR/JTI Tobacco.

Ms. Marcus has a Bachelor degree in Business Management from Ryerson Polytechnical Institute.

*Michel Manseau, Corporate Vice President, Consumer Sales Canada*

Michel Manseau was appointed Corporate Vice President, Consumer Sales Canada (KPLP) in May 2007. He joined Scott Paper Limited (now KPLP) in 1988 and held many sales positions with that company in both Canada and the United Kingdom.

Mr. Manseau holds a Bachelor of Business Administration degree from the Université du Québec à Montréal.

*Serge Reynaud, Corporate Vice President, Human Resources and Legal*

Serge Reynaud was appointed Corporate Vice President, Human Resources and Legal of KPLP in 2007. He has both Canadian and international experience including the United States and Europe. Mr. Reynaud's extensive labour background includes consumer packaged goods industry positions in Frito Lay (Pepsico foods) and Abbott Laboratories.

Mr. Reynaud is a graduate of McGill University where he attended the faculty of law and the faculty of management and holds a Bachelor degree with a major in industrial relations and a minor in sociology.

*Marc Fitzgerald, Corporate Vice President, Strategic Business Development*

Marc Fitzgerald was appointed Corporate Vice President, Strategic Business Development for KPLP in 2007. He has been with the company for 22 years in various roles in manufacturing and supply chain, most recently

as Corporate Vice President, Product Development and Technology, and General Manager, Gatineau Plant. Currently he has been directing the development of the manufacturing process for the TAD project in KTG.

Mr. Fitzgerald holds a B. SC. in Industrial Engineering from GMI Engineering and Management Institute (Flint, MI) and an MBA from the University of British Columbia.

*John O'Hara, Corporate Vice President, Logistics*

John O'Hara was appointed Vice President, Business Logistics of KPLP in 2007 and Corporate Vice President, Logistics in 2009. Prior to joining KPLP, he worked with Deloitte Consulting in the Strategy and Operations Group. During his tenure with Deloitte, Mr. O'Hara was focused on the Consumer Products Industry in the Supply Chain competency. He has worked successfully on projects with Perrier, Parmalat and Dreyer's Ice Cream.

Mr. O'Hara has an undergraduate degree in Economics from the University of Western Ontario and his MBA from McMaster University.

*Dan Clarahan, Corporate Vice President, U.S. Business Expansion*

Dan Clarahan was appointed Corporate Vice President, U.S. Business Expansion for KPLP in 2011. Mr. Clarahan is responsible for the TAD Project implementation.

Mr. Clarahan has held executive level positions in both Kimberly-Clark and Procter & Gamble and has over 3 years of experience in both U.S. and international markets. In addition, Mr. Clarahan spent 4 years as Chief Operating Officer of EcoCombustion Energy Systems – a BioMass-to-Energy startup company. Mr. Clarahan has significant global business experience, including six years in Europe and holds 13 U.S. patents and numerous foreign patents.

Mr. Clarahan has a BS degree in Chemical Engineering from the University of Illinois, and completed the Advanced Executive Program at the Northwestern University Kellogg School of Business.

*Gordon Goss, Corporate Vice President, Consumer Business USA and Mexico*

Gordon Goss was appointed Corporate Vice President, Consumer Business USA and Mexico of Kruger Products USA in 2011. He joined Scott Paper Limited (now KPLP) in 1991 and held many sales and marketing management positions with that company in both Canada and the United States. Mr. Goss was transferred to the U.S. market in 2004 as one of the first members of the U.S. expansion management team, and member of the management team responsible for the expansion into the Mexican market. Mr. Goss completed the Columbia University General Management Leadership program and has a Bachelor of Arts degree from York University.

*Wendy Kelley, Corporate Secretary and General Counsel*

Wendy Kelley was appointed General Counsel and Corporate Secretary of KPLP in October 2012. Prior to joining KPLP, Ms. Kelley was Principal of W. Kelley Law, a legal consulting firm, which she founded in September 2010. Ms. Kelley was Senior Vice President, General Counsel and Corporate Secretary of Valeant Pharmaceuticals (Biovail Corporation), the largest Canadian-based publicly listed (New York Stock Exchange and Toronto Stock Exchange) pharmaceutical company from 2006 to 2009. Prior to that time, Ms. Kelley was Vice President, Associate General Counsel & Chief Reputation Risk Officer of BMO Financial Group. Prior to her employment at BMO Financial Group, Ms. Kelley was a lawyer at Torys LLP, an international law firm. Ms. Kelley received her LL.B. from Queen's University in Kingston, Ontario, Canada. Ms. Kelley has been called to the Bar in the provinces of Ontario and Saskatchewan.

## **Cease Trade Orders or Bankruptcies**

David Spraley was an executive officer of AbitibiBowater Inc. (now Resolute Forest Products) from 2006 to 2011. In 2009, AbitibiBowater Inc., together with certain of its U.S. and Canadian subsidiaries, filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware for relief under the provisions of Chapter 11 and Chapter 15 of the United States Bankruptcy Code, as amended, and certain of its Canadian subsidiaries sought creditor protection under the Companies' Creditors Arrangement Act with the Superior Court of Québec in Canada. AbitibiBowater Inc. emerged from its process pursuant to the Companies' Creditors Arrangement Act as of December 9, 2010. On the same date its directors were released from any obligations they may have had to AbitibiBowater Inc.'s creditors. On November 23, 2010 AbitibiBowater Inc. secured a confirmation Order of its Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Amended). On December 9, 2010, the Plan became effective.

Joseph Kruger II was a director of Marathon Pulp Inc. on February 13, 2009 when it filed a Notice of Intention to Make a Proposal pursuant to the Bankruptcy and Insolvency Act (Canada). On March 16, 2009, Marathon Pulp Inc. failed to file a proposal within the required period. As a consequence, Marathon Pulp Inc. was deemed to have made an assignment pursuant to subsection 50.4 (8) of the Bankruptcy and Insolvency Act and PwC was appointed as trustee to the bankruptcy. Marathon Pulp Inc. remains bankrupt.

With the exception of the foregoing, to the knowledge of the Corporation (in respect of the directors and executive officers of the Corporation) and to the knowledge of KPLP (in respect of the directors of KPGP and executive officers of KPLP), in the last ten years, no director or executive officer of the Corporation or KPLP has been a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his or her assets. Also, to the knowledge of the Corporation (in respect of the directors and executive officers of the Corporation) and to the knowledge of KPLP (in respect of the directors of KPGP and executive officers of KPLP), in the last ten years, no director or executive officer of the Corporation or KPLP has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his or her assets.

To the knowledge of the Corporation (in respect of the directors and executive officers of the Corporation) and to the knowledge of KPLP (in respect of the directors of KPGP and executive officers of KPLP), in the last ten years, no director or executive officer of the Corporation or KPLP is or has been a director or executive officer of any other issuer that, while that person was acting in that capacity (i) was the subject of a cease trade order or similar order, or an order that denied the other issuer access to any exemptions under Canadian securities legislation, for a period of more than 30 consecutive days, that was issued (i) while such person was acting in that capacity; or (ii) after such person was acting in that capacity and which resulted from an event that occurred while that person was acting in such capacity.

## **Penalties or Sanctions**

No director or executive officer of the Corporation or KPLP has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor making an investment decision.

## **Conflicts of Interest**

To the best of the Corporation's knowledge, there are no known existing or potential conflicts of interest among the Corporation and its directors or executive officers except that certain of the Corporation's directors and

executive officers also serve as directors and officers of other companies and, in particular: (i) each of the directors of the Corporation are directors of KPGP, (ii) David Spraley was nominated to the Corporation Board by Kruger and is an executive officer of Kruger, (iii) Mario Gosselin, the Corporation's Chief Executive Officer, is a past employee of Kruger and is the Chief Executive Officer of KPLP and (iv) Mark Holbrook, the Corporation's Chief Financial Officer, is the Chief Financial Officer of KPLP. To the extent that the interests of those other companies, including Kruger and KPGP, differ from those of the Corporation, conflicts of interest may arise.

To the best of KPLP Management's knowledge, there are no known existing or potential conflicts of interest among KPLP and its directors or executive officers except that certain of KPLP's directors and executive officers also serve as directors and officers of other companies. In particular, numerous directors and officers of KPGP are also directors and/or officers of Kruger and its affiliates. To the extent that the interests of those other companies, including Kruger, differ from those of KPLP, conflicts of interest may arise. See "Risk Factors — Kruger's Influence over KPLP".

### **Indemnification and Insurance**

The Corporation and KPGP jointly subscribed for a directors' and officers' insurance policy effective December 13, 2012. In addition, the Corporation and KPLP have entered into indemnification agreements with each of the Corporation's directors and officers and KPLP has entered into indemnification agreements with KPGP's directors and KPLP's officers. The indemnification agreements generally require that the Corporation and/or KPLP, as applicable, indemnify and hold the indemnitees harmless to the greatest extent permitted by law for liabilities arising out of the indemnitees' service to the Corporation, KPLP or KPGP as directors and officers, provided that the indemnitees acted honestly and in good faith and in a manner the indemnitees reasonably believed to be in or not opposed to the relevant entity's best interests and, with respect to criminal and administrative actions or proceedings that are enforced by monetary penalty, the indemnitees had no reasonable grounds to believe that his or her conduct was unlawful. The indemnification agreements will also provide for the advancement of defence expenses to the indemnitees by the Corporation or KPLP, as applicable, to the extent permitted by applicable law.

## **AUDIT COMMITTEE INFORMATION REGARDING THE CORPORATION**

### **Charter of the Audit Committee**

The Corporation Board has adopted a written charter for the Corporation Audit Committee (the "Charter of the Corporation Audit Committee") which sets out the responsibilities of the Corporation's audit committee (the "Corporation Audit Committee") in reviewing the financial statements of the Corporation and public disclosure documents containing financial information and reporting on such review to the Corporation Board, ensuring that adequate procedures are in place for the review of Corporation's public disclosure documents that contain financial information, overseeing the work and review the independence of the external auditors and reviewing, evaluating and approving the Corporation's internal control procedures. A copy of the Charter of the Corporation Audit Committee is attached to this Annual Information Form as Appendix A.

### **Composition of the Audit Committee**

NI 52-110 sets out requirements concerning the composition and responsibilities of an issuer's audit committee, and concerning an issuer's reporting obligations with respect to audit related matters. The Corporation Audit Committee is composed of Michel Letellier, Huw Thomas and Susan McArthur, each of whom is financially literate and independent within the meaning of NI 52-110. Michel Letellier, Huw Thomas and Susan McArthur are also the initial members of the KPGP Audit Committee.

### **Relevant Education and Experience of the Audit Committee Members**

See "Directors and Officers — Directors and Executive Officers of KPLP — Biographies" for a brief summary of the education and experience of each Corporation Audit Committee member that is relevant to his performance as a member of the Corporation Audit Committee.



## External Auditor Service Fee

The Corporation has been billed the following fees for services rendered in respect of the audits of PwC for the fiscal year ended December 31, 2012.

(in thousands)	<b>Fiscal Year ended December 31, 2012</b>
Audit Fees <sup>(1)</sup> .....	\$ 56
Audit-Related Fees <sup>(2)</sup> .....	\$ 25
Tax Fees <sup>(3)</sup> .....	\$ -
All Other Fees <sup>(4)</sup> .....	\$ -
<b>Total Fees Paid</b> .....	<b>\$ 81</b>

(1) "Audit Fees" include fees necessary to perform the annual audits of the Corporation.

(2) "Audit-Related Fees" include fees for assurance and related services by the external auditor that are reasonably related to the performance of the audit or review of the Corporation's financial statements other than those included in "Audit Fees".

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax advice and tax planning.

(4) "Other Fees" include fees for products and services provided by the auditor other than those included above.

## AUDIT COMMITTEE INFORMATION REGARDING KPLP

### Charter of the Audit Committee

The KPGP Board has adopted a written charter for the KPGP Audit Committee (the "Charter of the KPGP Audit Committee") which sets out the responsibility of the KPGP Audit Committee (the "KPGP Audit Committee") in reviewing the financial statements of KPLP and reporting on such review to the KPGP Board, overseeing the work and review the independence of the external auditors and reviewing, evaluating and approving the Corporation's internal control procedures. The Charter of the KPGP Audit Committee is substantially the same as the Charter of the Corporation Audit Committee, a copy of which is attached to this Annual Information Form as Appendix A. The KPGP Audit Committee will meet at least four times annually to fulfill its mandate.

### Composition of the Audit Committee

The KPGP Audit Committee is comprised of Michel Letellier, Huw Thomas (Chairman) and Susan McArthur, each of whom is financially literate and independent within the meaning of NI 52-110.

### Relevant Education and Experience of the Audit Committee Members

See "Directors and Officers — Directors and Executive Officers of KPLP — Biographies" for a brief summary of the education and experience of KPGP Audit Committee member that is relevant to his performance as a member of the KPGP Audit Committee.

## External Auditor Service Fee

KPLP has been billed the following fees for services rendered in respect of the audits of PwC for the two fiscal years ended December 31, 2012 and December 31, 2011.

(in thousands)	<b>Fiscal Year ended December 31, 2012</b>	<b>Fiscal Year ended December 31, 2011</b>
Audit Fees <sup>(1)</sup> .....	\$ 505	\$ 480
Audit-Related Fees <sup>(2)</sup> .....	\$ 2,189	\$ 385
Tax Fees <sup>(3)</sup> .....	\$ 915	\$ 1,214
All Other Fees <sup>(4)</sup> .....	\$ 9	\$ 15
<b>Total Fees Paid</b> .....	<b>\$ 3,618</b>	<b>\$ 2,094</b>

(1) "Audit Fees" include fees necessary to perform the annual audits of KPLP.

(2) "Audit-Related Fees" include fees for assurance and related services by the external auditor that are reasonably related to the performance of the audit or review of KPLP's financial statements other than those included in "Audit Fees".

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax advice and tax planning.

(4) "Other Fees" include fees for products and services provided by the auditor other than those included above.

## **RISK FACTORS**

### **Risks Relating to the Corporation**

#### ***Dependence on Underlying Performance of KPLP***

The value of the Common Shares depends on the financial performance and profitability of KPLP, and KPLP's distribution policies and ability to make cash distributions. Any decline in the financial performance of KPLP or adverse change in such other factors could have an adverse effect on the Corporation and the value and market price of the Common Shares. As the business of the Corporation is restricted to the holding of an interest in KPLP and the Corporation is restricted from transferring such interest, the Corporation has no ability to diversify its investments or otherwise limit the risks associated with its investment in KPLP.

#### ***Volatile Market Price for Common Shares***

The market price for the Common Shares may be volatile and subject to wide fluctuations in response to numerous factors, many of which are beyond the Corporation's control, including the risks listed under "Risks Related to KPLP's Business" below. Financial markets have recently experienced significant price and volume fluctuations that have particularly affected the market prices of equity securities of companies and that have, in many cases, been unrelated to the operating performance, underlying asset values or prospects of such companies. Accordingly, the market price of the Common Shares may decline even if KPLP's operating results or prospects have not changed. There can be no assurance that continuing fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil continue and the trading price of the Common Shares may be adversely affected.

#### ***Dependence on Cash Distributions by KPLP***

A return on an investment in the Corporation's Common Shares is not comparable to the return on investment in a fixed-income security. The recovery of an investor's initial investment is at risk, and the anticipated return on such investment is based on numerous performance assumptions. Given that the Corporation's business is limited to holding an interest in KPLP, there is uncertainty regarding future dividend payments by the Corporation and the level thereof as the Corporation's dividend policy and the funds available for the payment of dividends from time to time is dependent, among other things, on the ability of KPLP to pay cash distributions to its limited partners, including the Corporation. Although KPLP intends to make regular distributions to its limited partners, these distributions may be reduced or suspended. There is no assurance that KPLP will make any such distribution or maintain its distribution policy in the future. The actual amount distributed may depend on numerous factors including:

- KPLP's operations and its performance, which may fluctuate from period to period;
- restrictive covenants in agreements governing KPLP's indebtedness;
- a decision by Kruger and/or the Corporation not to participate in the KPLP DRIP, thereby reducing the amount available under the Restricted Payments Basket;
- economic, competitive and other factors beyond the control of the Corporation; and
- other factors in the discretion of the board of directors of KPGP.

The suspension or reduction in the level of distributions by KPLP will in turn adversely affect the ability of the Corporation to pay dividends to its shareholders. In addition, the value of the Corporation's Common Shares may decline if the Corporation is unable to meet its cash distribution targets in the future, and such decline may be significant. Investors should not assume that the proposed level of dividend payments will be maintained.

In addition, although KPLP is required under the Limited Partnership Agreement to make the Tax Distribution (subject to applicable laws and any contractual restrictions), certain debt covenants and distribution restrictions, including under the Senior Credit Facility, the Nordea Facility and the Indenture, may prevent KPLP from doing so. Furthermore, any distribution other than the Tax Distribution by KPLP is at the discretion of the KPGP Board and, so long as the Corporation Aggregate Ownership Interest is less than or equal to 60%, the Corporation will not have control over the amount of earnings distributed by KPLP to its limited partners or the payment of a distribution at all. The failure of KPLP to declare and pay cash distributions (including the Tax Distribution) to its limited partners would have a material adverse effect on the Corporation's business and financial condition.

***Kruger's Exchange of KPLP Units for Common Shares and Future Sales of Common Shares by Kruger***

Pursuant to the Exchange Agreement, Kruger has the right to exchange KPLP Units it holds from time to time for Common Shares on the basis of one KPLP Unit for one Common Share, subject to adjustment as set out in the Exchange Agreement. If Kruger were to exchange all KPLP Units held by it as of March 26, 2013, for Common Shares, it would hold approximately 83.1% of the issued and outstanding Common Shares and will therefore control the Corporation. Kruger's interests may differ from those of other shareholders of the Corporation and it may exercise its influence over the operations and actions of the Corporation in a manner which conflicts with the interests of other shareholders of the Corporation.

Subject to compliance with applicable securities laws, Kruger may sell some or all of its Common Shares in the future. No prediction can be made as to the effect, if any, such future sales of Common Shares will have on the market price of the Common Shares prevailing from time to time. However, the future sale of a substantial number of Common Shares by Kruger or the perception that such sale could occur, could adversely affect the market price of the Common Shares and could impair the Corporation's ability to raise capital through any future sales of Common Shares. Under the Registration Rights Agreement, Kruger is granted certain demand and "piggy-back" registration rights pursuant to which the Corporation is required to qualify by way of prospectus Common Shares held by Kruger for sale.

***Illiquid Market for KPLP Units***

Since there is no market for KPLP Units and since the transfer of such units are subject to restrictions under the Limited Partnership Agreement, shareholders of the Corporation may not be able to monetize any increase in the underlying value of KPLP. This fact may result in the market price of the Common Shares not reflecting the full value of a direct investment in KPLP.

***Limited Rights of the Corporation with Respect to the Management of KPLP***

As a holder of a minority limited partnership interest in KPLP, the Corporation has limited ability to control or influence the management of the business of KPLP or other actions taken by KPLP, including with

respect to distributions. The Corporation's rights with respect to its interest in KPLP, the conduct of KPLP's business and other actions taken by KPLP are limited to those set out in the Limited Partnership Agreement.

#### ***Kruger Rights Relating to Certain Actions of the Corporation and Director Nomination Right***

Pursuant to the Limited Partnership Agreement, Kruger holds the right to veto certain actions proposed to be taken by the Corporation, as listed under "Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Covenants of the Corporation". Kruger will continue to hold such rights for so long as it is a limited partner under the Limited Partnership Agreement. However, pursuant to the Exchange Agreement, the Corporation is entitled to require the exchange of all of Kruger's KPLP Units for Common Shares if the Kruger Aggregate Ownership Interest falls below 20%.

Kruger also holds the Director Nomination Right to designate one individual to be included in the management nominees for election as a director of the Corporation. Kruger will continue to hold such right for so long as the Kruger Aggregate Ownership Interest is equal to or greater than 20%.

Kruger's interests may differ from those of other shareholders of the Corporation and it may exercise its rights relating to the Corporation in a manner which conflicts with the interests of other shareholders of the Corporation.

#### ***KPGP Can Require the Corporation to Undertake Certain Corporate Actions***

Pursuant to the Limited Partnership Agreement, KPGP can require the Corporation to purchase Common Shares by way of normal course issuer bid or substantial issuer bid. Furthermore, if KPGP proposes to issue KPLP Units, the Corporation shall not unreasonably refuse to exercise its Pre-Emptive Right, which would require it to issue securities to the public by way of prospectus offering. For so long as the Kruger Aggregate Ownership Interest is equal to or greater than 50%, KPGP will be controlled by Kruger, whose interests may differ from those of the Corporation and its shareholders. KPGP may require the Corporation to undertake such repurchases or issuances at an inopportune time for the Corporation.

#### ***Kruger's Drag-Along Right***

For so long as the Kruger Aggregate Ownership Interest is equal to or greater than 66⅔%, if Kruger decides to sell all of its KPLP Units for cash and the board of KPGP has obtained a fairness opinion stating that the per KPLP Unit price is fair to the holders of KPLP Units, Kruger will have the right to require the Corporation to sell all of its KPLP Units to the offeror at the same price as Kruger. Kruger may decide to exercise such drag-along right at an inopportune time for the Corporation and its shareholders. The fact that Kruger has such a right could adversely affect the value of the Common Shares.

#### ***Loss of Rights Under the Limited Partnership Agreement***

In the event of a breach by the Corporation of certain covenants under the Limited Partnership Agreement (see "Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Covenants of the Corporation") and the Exchange Agreement (see "Material Contracts — Material Contracts of the Corporation — Exchange Agreement — Pre-Emptive Right), the Corporation will lose the benefit of certain rights under the Limited Partnership Agreement, including the Corporation's right (i) to designate nominees for election to the KPGP Board, (ii) to exercise any pre-emptive rights, rights of first refusal or tag-along rights, and (iii) to access or receive any information relating to KPLP under any provision of the Limited Partnership Agreement (other than to receive information required to be included in any public disclosure documents required to be filed in the ordinary course under applicable securities laws). In addition, in the event of certain such breaches by the Corporation, (A) Kruger will have the right to purchase, and the Corporation will be required to sell, all or any portion of the KPLP Units held by the Corporation at a price per KPLP Unit equal to the fair market value of such units as determined by an independent qualified valuator appointed by the General Partner, and (B) Kruger will be released from its restrictions under the Non-Competition Agreement for so long as such breach by the Corporation remains

unremedied. Investors are cautioned that the Corporation's loss of any such rights under the Limited Partnership Agreement would be expected to negatively impact the market price of the Common Shares.

#### ***Reliance on Administrative Services Provided by KPLP***

The Corporation will be entirely dependent on KPLP to administer its ongoing operations and affairs in order for the Corporation to carry on its activities as a public company, and has no independent capacity to do so. Pursuant to the Administration Agreement, KPLP may perform such services despite the existence of any conflicts of interest between KPLP and the Corporation and KPLP will provide such services at its own cost and expense. If KPLP ceases to provide such services, it is unlikely that the Corporation will be able to engage an alternative administrator on similar terms and would need to incur additional costs to do so.

#### ***Risk of Dilution in KPLP***

An equity issuance by KPLP that is not fully subscribed by the Corporation in accordance with its Pre-Emptive Right would be dilutive to its equity ownership in KPLP. Should the Corporation not have access to capital at the relevant time, the Corporation may not be able to subscribe, in part or in full, to its pro rata share pursuant to its Pre-Emptive Right. Furthermore, if Kruger participates in the KPLP DRIP with respect to the distributions it receives on a greater proportion of its KPLP Units than does the Corporation, the Corporation's equity ownership in KPLP will be diluted upon KPLP making distributions to its partners. Kruger has indicated that it intends to participate in the KPLP DRIP with respect to a significant position of the KPLP Units held by it.

#### ***Dilution due to Corporation DRIP***

The participation of shareholders in the Corporation DRIP will dilute the holdings of other holders of Common Shares and may have a negative impact on the market price of the Common Shares.

#### ***Inability to Comply with Continuous Disclosure Requirements***

The Corporation's ability to comply with its continuous disclosure obligations under applicable Canadian Securities laws is dependent on the continued compliance by KPLP of its disclosure obligations under the Limited Partnership Agreement and its service obligations under the Administration Agreement. In the event KPLP breaches its disclosure obligations under the Limited Partnership Agreement or its service obligations under the Administration Agreement, the Corporation may not be able to satisfy its continuous disclosure obligations under applicable Canadian Securities laws and may ultimately be in breach of such requirements.

#### ***Realization of Larger Capital Gain (or Smaller Capital Loss) Upon Disposition of KPLP Units Acquired Pursuant to Exchange Agreement***

Pursuant to the Exchange Agreement, Kruger has the right to exchange the KPLP Units it holds from time to time for Common Shares. Under the Exchange Agreement, the Corporation has agreed that, at the request of Kruger, such exchange may occur on a tax deferred basis under section 85 of the Tax Act (the "tax deferred exchange"). Under the tax deferred exchange, the Corporation's adjusted cost base in the KPLP Units so acquired will be equal to the elected amount as specified in the election. As a consequence of such tax deferred exchange, the Corporation may realize a larger capital gain (or smaller capital loss) in the event of a disposition by the Corporation of KPLP Units than would otherwise be the case if the KPLP Units were acquired by the Corporation at a cost for tax purposes equal to their fair market value. However, the amount of the capital gain (or capital loss) might be smaller (or larger) as compared to a scenario where the Corporation held and disposed of the assets of KPLP directly.

#### ***Business Conflicts of Interest***

Conflicts of interest and disputes may arise between Kruger, KPLP and the Corporation relating to a potential misalignment between their corporate objectives and business interests or their past and ongoing relationships, including:

- labour, tax, employee benefits, procurement, management support and administrative services;
- supplies of services and supplies and sale products by KPLP involving Kruger or its other affiliates;
- indemnification and other matters arising in connection with the KPLP Reorganization;
- trade-mark matters;
- employee recruiting and retention;
- investment in or exploitation of business opportunities;
- financing of KPLP;
- distribution policy of KPLP;
- fundamental changes involving KPLP or its scope of business;
- sales or distributions by Kruger of all or any portion of its ownership interest in KPLP or the Corporation; and
- business combinations involving KPLP or the Corporation.

KPLP, Kruger and the Corporation may not be able to resolve any potential conflicts, and, even if they do, the resolution may be less favourable to KPLP or the Corporation than if it were dealing with a party that was not a significant holder of equity of KPLP. The agreements that KPLP and the Corporation entered into with Kruger and its affiliates may be amended upon agreement between the parties, subject to the provisions of applicable laws. Because Kruger may have significant equity holdings in and other rights relating to KPLP, KPLP and the Corporation may not have the leverage to negotiate any required amendments to these agreements on terms as favourable to KPLP and the Corporation as those KPLP or the Corporation would negotiate with a party that was not a significant holder of equity of KPLP.

## **Risks Related to KPLP's Business**

### ***Kruger's Influence over KPLP***

For so long as the Kruger Aggregate Ownership Interest is equal to or greater than 50%, Kruger will have the right to nominate a majority of the members of the KPGP Board and will thereby have the power to determine the strategic direction, governance and transactions of KPLP, subject to the rights of the Corporation provided for under the Limited Partnership Agreement. Although the Limited Partnership Agreement requires the inclusion of at least one nominee director of the Corporation on the KPGP Compensation Committee and the KPLP Governance Committee, the majority of the members of those committees may consist of directors that Kruger nominated for election to the KPGP Board. At such time when the Corporation only has one nominee on each of these committees, the two Kruger nominees on the KPLP Compensation Committee and one of the Kruger nominees on the KPLP Governance Committee may be current or past members of the board of directors or employees of Kruger (the other Kruger nominee on the KPGP Governance Committee must be independent of Kruger). This could lead to conflicts of interest, real or perceived, at the board, board committee or management level where the interests of Kruger may differ from those of KPLP.

Kruger will have significant influence over KPLP even if it significantly reduces its ownership interest in KPLP. In addition to controlling the KPGP Board for so long as the Kruger Aggregate Ownership Interest is equal to or greater than 50%, certain actions proposed to be taken by KPLP, as listed under "Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement", require the consent of Kruger for so long as it is a limited partner under the Limited Partnership Agreement (although pursuant to the Exchange Agreement, the Corporation will be entitled to require the exchange of all of Kruger's KPLP Units for Common Shares if Kruger's Aggregate Ownership Interest falls below 20%).

### ***KPLP's Reliance on Kruger***

KPLP depends on Kruger to provide certain management and support services pursuant to the Management Services Agreement. In order to provide the services required under the Management Services Agreement effectively, Kruger will need to continue to retain qualified management and employees. There is no assurance that Kruger will be able to do so. In addition, KPLP has historically benefitted from Kruger's expertise in the paper industry and its significant resources. There is no assurance that Kruger will continue to have such assets in the future or that KPLP will continue to be provided with access to them.

KPLP benefits from Kruger's purchasing power as it obtains many of its supplies and services pursuant to master supply or service agreements negotiated and entered into by Kruger (or one of its affiliates) for the benefit of itself and certain of its subsidiaries. There can be no assurance that KPLP will continue to benefit from Kruger's purchasing power in the future.

Under certain circumstances Kruger may terminate its relationship with KPLP and the Corporation if, for example, it seeks to monetize its investment in KPLP.

### ***Consequences of an Event of Insolvency Relating to Kruger***

Kruger operates in industries that are capital intensive and require a high level of cash flow. These industries are cyclical and from time to time experience, and are presently experiencing, difficulties that may materially adversely affect the financial condition of Kruger.

Pursuant to the terms of its indebtedness, Kruger has granted liens on its KPLP Units. Kruger has advised that it regularly reviews its level of debt and compliance with its covenants to confirm that it is not in default or close to defaulting. While Kruger has advised that it is currently in compliance with the terms of its indebtedness, there can be no assurance that Kruger will not default on the terms of its indebtedness in the future and, in such case, that the creditors of Kruger will not realize on their security on the KPLP units, potentially resulting in a change of control of KPLP. A change of control of KPLP may, among other consequences, give rise to events of default under KPLP's credit facilities and an obligation to offer repurchase its Senior Unsecured Notes.

In the event of bankruptcy or insolvency proceedings by or against Kruger, the rights and recourses of the Corporation against Kruger under the terms of the Limited Partnership Agreement or other agreements may be stayed, unenforceable or terminated.

In the event of a bankruptcy of Kruger under the Bankruptcy and Insolvency Act (Canada), those rights of the Corporation under the Limited Partnership Agreement which may negatively affect the value of the Kruger's KPLP Units, to the prejudice of creditors of Kruger, may not be enforceable against the bankruptcy trustee.

In the event of proceedings under the Companies' Creditors Arrangement Act (Canada) ("CCAA") involving Kruger, the rights of the Corporation against Kruger under the Limited Partnership Agreement will be stayed. Moreover, the CCAA may allow Kruger to terminate its obligations under the Limited Partnership Agreement and sell its KPLP Units free and clear of claims and rights under the Limited Partnership Agreement.

A default by Kruger under its indebtedness or bankruptcy or insolvency proceedings involving Kruger or its affiliates may have a material adverse effect on the Corporation and the value and market price of the Common Shares.

### ***Risks Associated with the TAD Project***

The TAD Project consists of building a new paper machine and related equipment. There are numerous risks associated with the construction, start-up and commercialization of products of the new machine. As a result, KPLP may not obtain the anticipated benefits of the TAD Project or may be required to invest additional amounts. There is no assurance that the TAD Project will benefit KTG and, indirectly, KPLP, as expected.

Risks related to the TAD Project include, among others:

- despite the fact that key agreements related to the construction of the project contain caps on cost and liquidated damages in case of delays, there is no assurance that the TAD Project will be completed within the contemplated timeframe or in accordance with anticipated costs or that recourse against the suppliers under such agreements, if available, will be sufficient to cover damages suffered by KPLP;
- there is no assurance that the start-up of the machine will occur as anticipated, which could, among other things, result in lower levels of production or cost overruns associated with the start-up;
- other competing manufacturers, including Clearwater Paper and First Quality, are currently building TAD machines aimed at the same high-end private label market, in the same geographical area, which are expected to be completed at the same time as KPLP TAD project. In addition, Wausau Paper Corporation is also building an ATMOS machine capable of producing a level of quality similar to the TAD technology, aimed at the AFH market. While management believes that there is sufficient demand to absorb this additional production capacity, the timing of this additional capacity coming into the market at the same time could have a negative impact on pricing of the finished products;
- the profitability of the TAD machine depends on, among other things, KPLP's ability to sell forecasted volume at prices that are at or near current prices. There is no guarantee that KPLP will receive orders to meet the TAD machine's expected volumes at profitable pricing.
- KPLP Management has established a business plan for the project based on numerous assumptions with regard to the volumes and selling prices of the products, cost of input (including fibre and energy), incremental overhead, the capacity at which the TAD machine will operate, continuity of the exchange rate and the timely completion of the TAD Project within budget. In the event those assumptions do not materialize as planned, the profitability could be materially different from KPLP Management's expectations; and
- TAD Canco, TAD Luxembourg and KTG have granted first liens on all of their assets including the shares of KTG and the TAD Project to Caisse de dépôt (see "Material Contracts — Material Contracts of KPLP — TAD Credit Facility"). In the event KTG is unable to meet its financial obligation and/or covenants under the TAD Credit Facility, Caisse de dépôt may exercise its security which could result in KPLP losing part or complete ownership of KTG and the TAD Project.

### ***Operational Risks***

The operation of manufacturing facilities involves many risks, including: (i) the breakdown or failure of, and the necessity to repair, upgrade or replace, machines or other manufacturing equipment, transmission lines or other equipment, structures or processes; (ii) the inability to secure critical or back-up parts for manufacturing equipment on a timely basis; (iii) fire, flood, explosion or other property damage; (iv) an inability to obtain adequate supplies, site control, and operation and maintenance and other site services; (v) performance of manufacturing equipment below expected levels; (vi) interruption of electricity or other critical supplies; (vii) compliance with all operating permits and licences under applicable laws and regulations; and (viii) an inability to retain, at all times, adequate skilled personnel, the occurrence of any of which could have a material adverse effect on KPLP, including a shut-down of a manufacturing facility or reduction in its manufacturing capacity or capability to supply products. To the extent that manufacturing equipment requires significant unexpected capital and other operation and maintenance expenditures, requires longer-than-forecasted down times for maintenance and repair, experiences interruptions due to equipment failure or suffers disruptions, KPLP's manufacturing cost will be increased and/or KPLP's revenues may be negatively affected.

### ***Gatineau Plant Land Lease***

KPLP leases the land where the Laurier tissue plant is located in Gatineau under a long-term lease expiring in 2028. The National Capital Commission ("NCC"), a Crown corporation of the Government of Canada, is the owner of the land. If, prior to 2028, KPLP is unsuccessful in renewing or extending the term of lease agreement with NCC, the value of the Laurier plant will be materially affected and KPLP will have to either relocate the existing



production capacity or build additional capacity elsewhere and will incur significant capital expenditures to do so. In addition, KPLP may, if required, incur significant costs to dismantle this facility and remediate the land.

### ***Significant Increases in Prices***

Although KPLP believes that the supplies of raw materials, services and other inputs needed to manufacture its products are adequate, increases in the prices for raw materials, including pulp, the cost of energy, transportation and other necessary services (without corresponding increases in KPLP's selling prices), supplier constraints, an inability to maintain favourable supplier arrangements and relations or an inability to avoid disruptions in production output caused by events such as natural disasters, power outages, labour strikes, and the like could have an adverse effect on KPLP's financial results.

Cellulose fibre, the form of kraft and eucalyptus pulp or recycled fibre from recovered waste paper, is used extensively in KPLP's tissue products and is subject to significant price fluctuations due to the cyclical nature of these fibre markets. Increases in pulp prices could adversely affect KPLP's earnings if selling prices for its finished products are not adjusted or if these adjustments significantly trail the increases in pulp prices.

KPLP's manufacturing operations utilize electricity and natural gas. Substantial changes in the price or availability of energy sources could have an adverse effect on KPLP's financial results.

KPLP relies in part on retailer discounts in order to maintain market share over private label products. The discounting policies of retailers may change in the future.

### ***Reduction in Supply of Fibre***

The supply of recycled fibre has recently decreased due to a significant reduction in the supply of waste paper from businesses. If this trend continues and KPLP is unable to access recycled fibre at reasonable prices or at all, its business could be adversely affected.

### ***Increased Pricing Pressure and Intense Competition***

KPLP competes in highly competitive markets against well-known, branded products and low-cost or private label products. Inherent risks in KPLP's competitive strategy include uncertainties concerning trade and consumer acceptance, the effects of consolidation within retailer and distribution channels, and competitive reaction. KPLP's competitors include not only its traditional competitors, but also private label manufacturers, low-cost manufacturers and rapidly expanding international manufacturers. These competitors may have greater financial resources and greater market penetration, which enable them to offer a wider variety of products and services at lower prices. Alternatively, some of these competitors may have significantly lower product development and manufacturing costs, allowing them to offer products at a lower cost. The actions of these competitors could adversely affect KPLP's financial results. It may be necessary for KPLP to lower prices on its products and increase spending on advertising and promotions, each of which could adversely affect KPLP's financial results. Certain U.S. competitors benefiting from an exchange rate advantage may decide to enter the Canadian market and thereby create further competition.

### ***KPLP's Inability to Innovate Effectively***

KPLP's ability to develop new products is affected by whether it can successfully anticipate consumer needs and preferences, develop and fund technological innovations, and receive and maintain necessary trademark protection. In addition, KPLP incurs substantial development and marketing costs when introducing new and improved products and technologies. The introduction of a new customer product (whether improved or newly developed) generally requires substantial expenditures relating to advertising and marketing to gain recognition in the market place. If a product gains consumer acceptance, it normally requires continued advertising and promotional support to maintain its relative market position. Some of KPLP's competitors are larger and have greater financial and other resources. These competitors may be able to spend more aggressively on advertising and promotional activities, introduce competing products more quickly and respond more effectively to changing

business and economic conditions. There is no guarantee that KPLP will be successful in developing new and improved products and technologies necessary to compete successfully in the industry or that it will be successful in advertising, marketing, timely launching and selling its products.

### ***Adverse Economic Conditions***

Unfavourable economic conditions, including the impact of recessions, slow economic growth, economic and pricing instability and credit market volatility, may negatively affect KPLP's business and financial results. These economic conditions could negatively impact:

- Consumer demand for KPLP's products, including shifting consumer purchasing patterns to lower-cost options such as private label products,
- demand by businesses for KPLP's products, including cost savings efforts of those customers,
- the mix of products' sales, and
- KPLP's ability to collect accounts receivable on a timely basis from certain customers.

Prolonged recession, slow economic growth or credit market disruptions could result in decreased revenue, margins and earnings.

### ***Dependence on Key Retail Trade Customers***

KPLP's products are sold in a highly competitive marketplace, which is experiencing increased concentration and the growing presence of large format retailers and discounters. With the consolidation of retail trade, KPLP has become increasingly dependent on certain key customers, and as a result, some of these customers, including large format retailers, have greater bargaining power. Such customers may use this leverage to demand higher trade discounts or allowances which could lead to reduced profitability. KPLP may also be negatively affected by changes in the policies of its retail trade customers, such as inventory de-stocking, limitations on access to shelf space, delisting of KPLP products, additional requirements relating to safety, environmental, social and other sustainability issues, and other conditions. KPLP also faces greater concentration of credit risk from exposure to key customers. If KPLP loses a significant customer or if sales of its products to a significant customer materially decrease, or if a significant customer becomes insolvent, KPLP's business, financial condition and results of operations may be materially adversely affected.

### ***Damage to the Reputation of KPLP or KPLP's Brands***

Developing and maintaining the reputation of KPLP and its brands is a critical factor in its relationship with customers, suppliers and others. KPLP's ability to address adverse publicity or other issues, including concerns about product quality, efficacy or similar matters, real or perceived, could negatively impact sentiments towards KPLP and its products, and KPLP's business and financial results could suffer. KPLP's business and results could also be negatively impacted by the effects of a significant product recall, product related litigation, allegations of product tampering or the distribution and sale of counterfeit products.

### ***KPLP's Sales Being Less than Anticipated***

There is no guarantee that KPLP will be able to anticipate consumer preferences, estimate sales of new products, estimate changes in population characteristics and the acceptance of its products in new markets or anticipate changes in technology and competition. As a result, KPLP may not be able to achieve anticipated sales.

Furthermore, as manufacturers move to satisfy an increasing demand for high quality private label products, there is a risk that the demand for lower quality products will decrease, leading to downward pricing pressure in that grade, which could more than offset the benefit to Kruger of an increased demand for higher grade production.

### ***KPLP's Failure to Implement its Business and Operating Strategies***

KPLP may not be able to implement its business and operating strategies or realize their anticipated results without incurring significant costs. In addition, KPLP's ability to successfully implement these strategies could be adversely affected by a number of factors beyond KPLP's control, including operating difficulties, general and local economic conditions, increased competition, technological change and other factors described in this "Risk Factors" section. KPLP's business may not develop in ways that it currently anticipates if industry trends do not continue and it may also be required to make capital expenditures in excess of those originally planned, which may affect its ability to implement KPLP's business strategies should it be unable to secure additional financing on acceptable terms or generate sufficient funds internally to cover these requirements. If an increased private label market share were to develop in Canada as it has in the United States, KPLP's ability to leverage its strong brands in Canada could be adversely affected. Any material failure to implement KPLP's strategies could have a material adverse effect on KPLP's business, results of operations, cash flows, financial condition and KPLP's ability to meet its obligations, including its ability to service its indebtedness. See "KPLP's Inability to Service All of its Indebtedness" below.

### ***KPLP's Obligation to Make Regular Capital Expenditures***

KPLP's strategy of sustaining its leadership position and competitiveness in the North American tissue industry requires significant capital investments in its business. There is no assurance that KPLP or its subsidiaries will be able to obtain the funds necessary to finance its capital improvement programs, acquisitions or other capital expenditure requirements, whether through internally generated funds, additional borrowing or other sources. The Senior Credit Facility, Nordea Facility, TAD Credit Facility and Indenture each contain restrictions on KPLP's ability to borrow funds and to make certain capital expenditures. If KPLP is unable to obtain financing on acceptable terms, it may not be able to implement its business strategies and effect capital expenditures required to maintain its position, and its business, results of operations, cash flows and financial condition could be adversely affected.

### ***KPLP's Entering into Unsuccessful Acquisitions***

Acquisitions of complementary businesses and development of strategic alliances may be part of KPLP's overall business strategy. Businesses of acquired companies may not be effectively assimilated into KPLP's business offerings and alliances may not be successful.

### ***KPLP's Dependence on Key Personnel***

KPLP's success depends to a large extent upon the continued services of its senior management and its ability to attract and retain skilled employees. There is intense competition for qualified management and skilled employees, and KPLP's failure to recruit, train and retain such employees could have a material adverse effect on KPLP's business, results of operations, cash flows and financial condition. In addition, to implement and manage KPLP's businesses and operating strategies effectively, KPLP must maintain a high level of efficiency and performance, continue to enhance its operational and management systems, and continue to successfully attract, train, motivate and manage its employees. If KPLP is not successful in these efforts, it may have a material adverse effect on its business, results of operations, cash flows and financial condition.

### ***KPLP's Inability to Retain its Existing Customers or Obtain New Customers***

KPLP's business depends to a large degree on its arrangements and relationships with its customers. KPLP has few long-term customer agreements, instead operating primarily by way of purchase orders. The agreements that KPLP has entered into with its customers can generally be terminated by the customer at any time. For the year ended December 31, 2012, sales to KPLP's top three customers represented approximately 36.3% of KPLP's consolidated revenue in the aggregate. KPLP does not have a long-term agreement with any of these customers. The loss of some or all of the business from any one of these customers would have an adverse effect on KPLP's business. If KPLP is unable to maintain its existing customer relationships or obtain additional customers, its business, results of operations, cash flows and financial condition will be adversely affected.

### ***KPLP's Loss of Key Suppliers***

KPLP is dependent on the supply at reasonable prices of pulp, waste paper, electricity and natural gas, packaging services and other products and services for the operation of its business. KPLP's arrangements with certain key suppliers include only short term contracts or are not formally documented at all, and in some cases KPLP and its suppliers may operate by way of purchase orders only. If a key supplier ceases carrying on business, or otherwise ceases to supply or provide services to KPLP at reasonable prices in the absence of a contractual obligation to continue to do so, KPLP's business could be adversely affected.

### ***KPLP's Failure to Adequately Protect its Intellectual Property Rights***

Although KPLP attempts to protect its trademarks and other intellectual property through trademarks, patents, trade secrets, copyrights, confidentiality and non-disclosure agreements and other measures, these measures may not be adequate to protect its intellectual property, or obtain sufficient rights to third party intellectual property. A failure by KPLP to adequately protect its intellectual property may materially and adversely affect its business, results of operations, cash flows and financial condition. Furthermore, KPLP may be subject to claims regarding its intellectual property rights or claims to the effect that its activities, brands or technology infringes the intellectual property rights of another. Even if without merit, those claims could result in costly and prolonged litigation, diverting management's attention and potentially materially and adversely affecting KPLP's business, results of operations, cash flows and financial condition.

### ***KPLP's Reliance on Third Party Intellectual Property Licences***

KPLP licences intellectual property from third parties for use in its business, including the Scotties trademark. Reliance on contractual licences carries inherent risks, including the adequacy of the rights obtained, the risk of non-compliance by KPLP with the terms of the licence and the failure of the third party to adequately protect the underlying intellectual property. Inadequacy or loss of licence rights to such third party intellectual property could materially and adversely affect KPLP's business and financial condition.

### ***Adverse Litigation and Other Claims Affecting KPLP***

In the normal course, KPLP is involved in various legal proceedings and other claims relating to its assets, employees, products and the conduct of its business. Although, in the opinion of KPLP Management, the outcome of any currently pending claims and other litigation is not expected to have a material adverse effect on KPLP's reputation, business, results of operations, cash flows and financial condition, a negative outcome in respect of any such claim or litigation could have such an adverse effect. Moreover, the cost of defending against lawsuits and diversion of KPLP Management's attention could be significant. See "Legal Proceedings".

### ***Material Expenditures Due to Comprehensive Environmental Regulation Affecting KPLP's Cash Flow***

KPLP is subject to environmental laws and regulations imposed by various governments and regulatory authorities in jurisdictions where it operates. These environmental laws and regulations impose stringent standards on KPLP, regarding, among other things:

- air emissions;
- water discharges;
- use and handling of hazardous materials;
- use, handling and disposal of waste; and
- remediation of environmental contamination.

KPLP's failure to comply with applicable environmental laws, regulations or permit requirements may result in civil or criminal fines, penalties or enforcement actions. These may include regulatory or judicial orders

enjoining or curtailing operations or requiring corrective measures, the installation of pollution control equipment or remedial actions, any of which could entail significant expenditures. It is difficult to predict the future development of such laws and regulations or their impact on future earnings and operations, but these laws and regulations may require capital expenditures to ensure compliance. In addition, amendments to, or more stringent implementation of, current laws and regulations governing KPLP's operations could have a material adverse effect on its business, operating results or financial position. Furthermore, although KPLP generally tries to plan for capital expenditures relating to environmental and health and safety compliance on an annual basis, actual capital expenditures may exceed those estimates. In such an event, KPLP may be forced to curtail other capital expenditures or other activities. In addition, the enforcement of existing environmental laws and regulations has become increasingly strict. KPLP may discover currently unknown environmental problems or conditions in relation to its past or present operations, or may face unforeseen environmental liabilities in the future. These conditions and liabilities may:

- require site remediation or other costs to maintain compliance or correct violations of environmental laws and regulations; or
- result in governmental or private claims for damage to person, property or the environment.

Either of these could have a material adverse effect on KPLP's business, financial condition or operating results.

KPLP may be subject to strict liability and, under specific circumstances, joint and several (solidary) liability for the investigation and remediation of soil, surface and groundwater contamination, including contamination caused by other parties, at properties that KPLP owns or operates, and at properties where KPLP or its predecessors have arranged for the disposal of regulated materials.

***KPLP's Pension Obligations are Significant and can be Materially Higher than Predicted if KPLP Management's Underlying Assumptions Are Incorrect***

KPLP has significant pension liabilities under its DB pension arrangements. Economic fluctuations could adversely impact the funding and expense associated with the DB pension arrangements which the Corporation sponsors. There can be no assurance that the pension expense and funding of its DB pension arrangements will not increase in the future thereby negatively impacting income or cash flow. There is no assurance the plans will be able to earn the assumed rate of return. While KPLP Management works diligently with its actuaries to determine best estimates, there are no guarantees as to actual results, because actuarial valuations are estimates only.

***Labour Disputes Adversely Affecting KPLP's Cost Structure and KPLP's Ability to Run its Plants***

KPLP has approximately 2,300 employees, the majority of whom are employed in KPLP's manufacturing facilities. Approximately 80% of KPLP's employees are unionized under six separate collective bargaining agreements. KPLP's inability to negotiate acceptable contracts with these unions upon the expiration of an existing contract could result in strikes or work stoppages by the affected workers and increased operating costs as a result of higher wages or benefits paid to union members. If the unionized workers were to engage in a strike or another form of work stoppage, KPLP could experience a significant disruption in operations or higher labour costs, which could have a material adverse effect on KPLP's business, financial condition, operating results and cash flow. KPLP generally begins the negotiation process several months before agreements are due to expire. KPLP may not be successful on negotiating new agreements on satisfactory terms, if at all.

***Exchange Rate and U.S. Competitors***

Because of its operations in the United States, the appreciation of the Canadian dollar against the U.S. dollar has had a direct impact on export prices to the United States and also contributed to reducing Canadian dollar prices in Canada, because several of KPLP's product lines are priced in U.S. dollars. Moreover, in some cases, the currency of KPLP's sales does not match the currency in which it incurs costs, which can negatively affect KPLP's profitability. Fluctuations in exchange rates can also affect the relative competitive position of a particular facility, where the facility faces competition from non-local producers (especially U.S. facilities that may benefit from a strong Canadian dollar which make imports of U.S. products more attractive to Canadian customers, which in turn

may lead to market share gains for U.S. competitors), as well as KPLP's ability to successfully market its products in the United States. As a result, the continuing appreciation of the Canadian dollar can affect the profitability of KPLP's facilities, which could lead KPLP to shut down facilities either temporarily or permanently, all of which could adversely affect its business or financial results.

#### ***KPLP's Inability to Service All of its Indebtedness***

KPLP's and its subsidiaries' operations are subject to contractual restrictions contained in the instruments governing any of their current and future indebtedness. The level of indebtedness of KPLP and its subsidiaries could have important consequences to the Corporation and its shareholders, including: (i) KPLP's and its subsidiaries' ability to obtain refinancing or additional financing for working capital, capital expenditures, acquisitions or other project developments in the future may be limited; (ii) a significant portion of KPLP's and its subsidiaries' cash flows from operations may be dedicated to the payment of the principal of and interest on their indebtedness, thereby reducing funds available for future operations or capital expenditures; (iii) certain of the KPLP's and its subsidiaries' borrowings will be at variable rates of interest, which exposes KPLP and its subsidiaries to the risk of increased interest rates; and (iv) KPLP and its subsidiaries may be more vulnerable to economic downturns and be limited in their ability to withstand competitive pressures. Default on certain indebtedness by KPLP could result in default on other indebtedness due to cross-default provisions in the terms governing that indebtedness.

#### ***Exposure to Potential Consumer Product Liability***

KPLP's business involves the manufacture and sale of consumer products, which carries inherent risks of consumer product liability claims, including class actions, business interruption and product recalls. Such events can result in material liabilities, costs, loss of revenue and damage to brands, which may not be adequately covered by insurance maintained by KPLP.

#### ***Restrictive Covenants***

KPLP and its subsidiaries are subject to operating and financial restrictions through covenants in certain loan and security agreements. These restrictions may prohibit or limit KPLP's and its subsidiaries' ability to, among other things, incur additional debt, provide guarantee for indebtedness, create liens, dispose of assets, liquidate, dissolve, amalgamate, consolidate or effect any corporate or capital reorganization, make cash distributions or pay dividends, issue any equity interests and create subsidiaries. These restrictions may limit KPLP's and its subsidiaries' ability to obtain refinancing or additional financing, withstand downturns in KPLP's and its subsidiaries' business and take advantage of business opportunities. Moreover, KPLP and its subsidiaries may be required to seek additional debt financing on terms that include more restrictive covenants, require repayment on an accelerated schedule or impose other obligations that limit KPLP's or its subsidiaries' ability to grow the business, acquire needed assets or take other actions KPLP or its subsidiaries might otherwise consider appropriate or desirable.

Many of the above-mentioned risks are subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond KPLP's control, including fluctuations in interest rates, market liquidity conditions, increased operating costs, and trends in KPLP's industry. If KPLP's cash flows and capital resources are insufficient to fund its debt service obligations, KPLP may be forced to reduce or delay capital expenditures, sell assets, seek additional capital, or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit KPLP to meet its scheduled debt service obligations. In such circumstances, KPLP could face substantial liquidity problems and might be required to dispose of material assets or operations to meet its debt service and other obligations.

#### ***Interest Rate and Refinancing Risk***

Interest rate fluctuations are of particular concern to businesses in the capital-intensive tissue industry. KPLP faces interest rate and debt refinancing risk in respect of its credit facilities. KPLP's ability to refinance debt on favourable terms is dependent on debt capital market conditions, which are inherently variable and difficult to

predict. If KPLP is unable to refinance its debt on favourable terms, its business and financial condition and its ability to make distributions may be adversely affected.

### ***Information Technology and Innovation***

KPLP has made significant investments in information technology and relies on its information systems to support its operations. In the event that irreparable damage is caused to KPLP's information systems and databases or the information contained in its information systems is lost, KPLP's operational ability would be impaired and its ability to provide service to its customers would be compromised. KPLP relies on an outsource service provider for a significant portion of its information, operation, infrastructure and help desk services. If such service provider were no longer able to provide such services, it could take KPLP up to six months or more to transition to another outsource service provider. KPLP's business could be adversely affected in such a scenario.

### ***Insurance***

KPLP's operations are subject to risks normally inherent in a manufacturing industry, including potential liability which could result from, among other circumstances, personal injury or property damage. The availability of, and ability to collect on, insurance coverage is subject to factors beyond the control of the Corporation. In addition, the Corporation may become subject to liability hazards in circumstances where it cannot or may elect not to insure (because of high premium costs or other reasons), or for occurrences which exceed maximum coverage under its policies. The Corporation has no control over changing conditions and pricing in the insurance marketplace and the cost or availability of various types of insurance may change dramatically in the future. To the extent these costs cannot be passed on to the Corporation's customers through rate increases, increases in insurance costs could reduce future profitability. Furthermore, the inability to obtain insurance in the future for certain types of losses may require the Corporation to limit the services it provides or the areas in which it operates, thereby reducing the revenues of the Corporation. Lastly, the occurrence of a significant uninsured loss could have a material adverse effect upon the Corporation.

### ***Internal Controls***

Effective internal controls are necessary for the Corporation and KPLP to provide reliable financial reports and to help prevent fraud. Although the Corporation and KPLP will follow a number of procedures in order to help ensure the reliability of its financial reports, including those required under Canadian securities law, the Corporation and KPLP cannot be certain that such measures will ensure that the Corporation and KPLP will maintain adequate control over financial processes and reporting. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could affect the accuracy of the financial statements or cause them to fail to meet or delay meeting their respective reporting obligations. If the Corporation, KPLP, their auditors or a regulatory authority discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in the Corporation's or KPLP's consolidated financial statements and harm the trading price of Common Shares.

## **INTERESTS OF EXPERTS**

The Corporation's current auditors are PricewaterhouseCoopers LLP ("PwC"). PwC has informed us that it is independent with respect to the Corporation within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

KPLP's current auditors are PwC. PwC has informed us that it is independent with respect to KPLP within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

## **PROMOTERS**

KPLP may be considered to be a promoter of the Corporation within the meaning of applicable securities legislation by reason of its initiative in founding and organizing the business and affairs of the Corporation. Kruger was considered to be a promoter of the Corporation within the meaning of applicable securities legislation by reason

of its initiative in founding and organizing the business and affairs of the Corporation. Kruger owns one Common Share.

### **LEGAL PROCEEDINGS AND REGULATORY ACTIONS**

The Corporation is from time to time involved in legal proceedings and regulatory actions of a nature considered normal to its business. Since the beginning of the Corporation's most recently completed financial year, there have been no legal proceedings to which the Corporation is or was a party or of which any of its property is or was the subject of that involves claims for damages that exceeds 10% of the Corporation's current assets, nor are any such proceedings known to the Corporation to be contemplated.

KPLP is from time to time involved in legal proceedings and regulatory actions of a nature considered normal to its business. Since the beginning of KPLP's most recently completed financial year, there have been no legal proceedings to which KPLP is or was a party or of which any of its property is or was the subject of that involves claims for damages that exceeds 10% of KPLP's current assets, nor are any such proceedings known to the Corporation or KPLP to be contemplated.

### **INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS**

Within the last three years, no director, executive officer or person that beneficially owns, or controls or directs, directly or indirectly, more than 10% of any class or series of the outstanding voting securities of the Corporation or any associate or affiliate of the foregoing has, or has had, any material interest, direct or indirect, in any transaction prior to the date of this Annual Information Form or any proposed transaction that has materially affected, or is reasonably expected to materially affect, the Corporation or any of its affiliates, except as disclosed elsewhere in this Annual Information Form.

Within the last three years, no director, executive officer or person that beneficially owns, or controls or directs, directly or indirectly, more than 10% of any class or series of the outstanding voting securities of KPLP or any associate or affiliate of the foregoing has, or has had, any material interest, direct or indirect, in any transaction prior to the date of this Annual Information Form or any proposed transaction that has materially affected, or is reasonably expected to materially affect, KPLP or any of its affiliates, except as disclosed elsewhere in this Annual Information Form.

### **AUDITORS, TRANSFER AGENT AND REGISTRAR**

The auditors of the Corporation and KPLP are PricewaterhouseCoopers LLP, 1 Robert Speck Parkway Suite 1100, Mississauga ON L4Z 3M3.

The transfer agent and registrar for the Common Shares is Equity Financial Trust Company at its main offices in Montreal and Toronto.

### **ADDITIONAL INFORMATION**

Additional Information relating to the Corporation may be found on SEDAR at [www.sedar.com](http://www.sedar.com).

Additional information, including, without limitation, directors' and officers' remuneration and indebtedness, principal holders of the Corporation's securities and securities authorized for issuance under equity compensation plans, if applicable, will be contained in the Corporation's management information circular to be mailed and filed in connection with its annual meeting of shareholders scheduled to be held on June 26, 2013.

Additional financial information is provided in the audited consolidated financial statements of the Corporation and KPLP and KPLP Management's discussion and analysis of KPLP for the year ended December 31, 2012, available under the Corporation's profile on [www.sedar.com](http://www.sedar.com).



## GLOSSARY OF TERMS

“**Administration Agreement**” has the meaning attributed to it under “Material Contracts of the Corporation”.

“**Administrator**” means KPLP, in its capacity as administrator of the Corporation pursuant to the Administration Agreement.

“**AFH**” means away-from-home.

“**Annuity Arrangement**” has the meaning attributed to it under “The Business of KPLP — Pension Plans”.

“**Asset Transfer Agreement**” has the meaning attributed thereto under “The Business of KPLP — KPLP Reorganization”.

“**Caisse de dépôt**” means Caisse de dépôt et placement du Québec.

“**CCAA**” means Companies’ Creditors Arrangement Act.

“**Charter of the Corporation Audit Committee**” has the meaning attributed to it under “Audit Committee Information Regarding the Corporation — Charter of the Audit Committee”.

“**Charter of the KPGP Audit Committee**” has the meaning attributed to it under “Audit Committee Information Regarding KPLP — Charter of the Audit Committee”.

“**Common Shares**” means the common shares of the Corporation.

“**Corporation**” means KP Tissue Inc.

“**Corporation Aggregate Ownership Interest**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — KPGP Board Representation”

“**Corporation Audit Committee**” has the meaning attributed to in under “Audit Committee Information Regarding the Corporation — Charter of the Audit Committee”.

“**Corporation Board**” means the board of directors of the Corporation.

“**Corporation DRIP**” has the meaning attributed to it under “Dividend Policy — Dividend Reinvestment Plan of the Corporation”.

“**DB**” means defined benefits.

“**Director Nomination Right**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Kruger’s right to nominate a director of the Corporation”.

“**Drag-Along Right**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Drag-Along Right of Kruger”.

“**Exchange Agreement**” has the meaning attributed to it under “The Business of the Corporation”.

“**Existing Memphis Operations**” has the meaning attributed to it under “The Business of KPLP — Overview”.

“**Former KPLP**” has the meaning attributed to it under “General Development of the Business — KPLP — Recent Developments”.

“**FSC**” means Forest Stewardship Council.

“**Gatineau Plant**” means KPLP’s paper plant located on Laurier Street in Gatineau, Québec.

“**General Partner**” means KPGP or any person admitted to the KPLP partnership as a successor to any General Partner.

“**IFRS**” means International Financial Reporting Standards.

“**Indenture**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Indenture”.

“**KC Transaction**” has the meaning attributed to it under “General Development of the Business — KPLP — History”

“**KPGP**” means KPGP Inc.

“**KPGP Audit Committee**” has the meaning attributed to it under “Audit Committee Information Regarding KPLP — Composition of the Audit Committee”.

“**KPGP Board**” means the board of directors of KPGP.

“**KPLP**” means Kruger Products L.P.

“**KPLP DRIP**” has the meaning attributed to it under “Dividend Policy — Dividend Reinvestment Plan of the Corporation”.

“**KPLP Management**” means the management of KPLP.

“**KPLP Reorganization**” has the meaning attributed to it under “General Development of the Business — KPLP — Recent Developments”.

“**KPLP Units**” means the partnership units of KPLP, each representing a proportionate share of the aggregate interests of the partners in the assets, profits and losses of KPLP and rights to receive distributions from KPLP, and otherwise carrying the rights provided for in the Limited Partnership Agreement.

“**Kruger**” means Kruger Inc.

“**Kruger Aggregate Ownership Interest**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — KPGP Board Representation”.

“**Kruger Products 2010**” means Kruger Products 2010, L.P.

“**Kruger Trademark License**” has the meaning attributed to it under “The Business of KPLP — Commercial Relationship Between Kruger and KPLP”.

“**KTG**” means K.T.G. (USA) Inc.

“**LDC**” means light dry crepe.

“**Limited Partnership Agreement**” has the meaning attributed to it under “The Business of the Corporation”.

“**Management Services Agreement**” has the meaning attributed to it under “The Business of KPLP — Commercial Relationship Between Kruger and KPLP”.

“**Master Supply Agreement**” has the meaning attributed to it under “The Business of KPLP — Commercial Relationship Between Kruger and KPLP”.

“**Memphis Plant**” has the meaning attributed to it under “General Development of the Business — KPLP — History”.

“**NCC**” means National Capital Commission.

“**NI 52-110**” means National Instrument 52-110 — Audit Committees.

“**Non-Competition Agreement**” has the meaning attributed to it under “The Business of the Corporation”.

“**Nordea**” means Nordea Bank A.B.

“**Nordea Credit Agreement**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Nordea Credit Agreement”.

“**Nordea Credit Facility**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Nordea Credit Agreement”.

“**Offering**” has the meaning attributed to it under “General Development of the Business — The Corporation — Recent Developments”.

“**P&G**” means Procter & Gamble.

“**Pre-Emptive Right**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Pre-Emptive Right to Acquire KPLP Units”.

“**Prospectus**” means the final long form prospectus of the Corporation dated December 5, 2012.

“**PwC**” means PricewaterhouseCoopers LLP.

“**RDBPP**” has the meaning attributed to it under “The Business of KPLP — Pension Plans”.

“**Registration Rights Agreement**” has the meaning attributed to it under “The Business of the Corporation”.

“**Restricted Credit Parties**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Senior Credit Agreement”.

“**Restricted Payments Basket**” has the meaning attributed to it under “Material Contracts of KPLP — Indenture — Covenants”.

“**RISI**” means RISI Inc.

“**Scott Paper**” means Scott Paper Limited.

“**Scotties License**” has the meaning attributed to it under “The Business of KPLP — Intellectual Property”.

“**Senior Credit Agreement**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Senior Credit Agreement”.

“**Senior Credit Facility**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Senior Credit Agreement”.

“**Senior Unsecured Notes**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — Indenture”.

“**SRC**” means single crepe.

“**Subscription Agreement**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Subscription Agreement”.

“**TAD**” means through-air-dried.

“**TAD Canco**” means TAD Canco Inc.

“**TAD Credit Agreement**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — TAD Credit Agreement”.

“**TAD Credit Facility**” has the meaning attributed to it under “Material Contracts — Material Contracts of KPLP — TAD Credit Agreement”.

“**TAD Luxembourg**” means TAD Luxembourg S.a.r.l.

“**TAD Project**” has the meaning attributed to it under “The Business of KPLP — Overview”.

“**Tax Act**” means the Income Tax Act (Canada), as amended, and the regulations thereunder.

“**Tax Distribution**” has the meaning attributed to it under “Dividend Policy — KPLP Distribution Policy”.

“**Transferred Assets**” has the meaning attributed thereto under “Material Contracts — Material Contracts of KPLP — Asset Transfer Agreement”.

“**TSX**” means The Toronto Stock Exchange.

“**U.S. Securities Act**” means the United States Common Shares Act of 1933, as amended.

“**Underwriting Agreement**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Underwriting Agreement”.

“**Unit Sale Right**” has the meaning attributed to it under “Material Contracts — Material Contracts of the Corporation — Limited Partnership Agreement — Right of First Offer of the Corporation in Respect of Sale of Assets of KPLP”.

“**WC**” means wet crepe.

## APPENDIX A – CHARTER OF THE CORPORATION AUDIT COMMITTEE

### KP TISSUE INC.

#### AUDIT COMMITTEE CHARTER

##### 1. DEFINITIONS

In this Charter:

“**Auditor**” means the external auditors of the Corporation;

“**Board**” means the board of directors of the Corporation;

“**Committee**” means the audit committee of the Board;

“**Corporation**” means KP Tissue Inc.;

“**KPLP**” means Kruger Products L.P.;

“**Management**” means the senior officers of the Corporation, who are also senior officers of KPLP carrying out the duties of KPLP in its role as administrator under the administration agreement entered into by KPLP and the Corporation; and

“**NI 52-110**” means National Instrument 52-110 Audit Committees.

##### 2. PURPOSE

Without prejudice to the specific duties of the Committee detailed below, the primary function of the Committee is to assist the Board in fulfilling its oversight responsibilities for the financial reporting process and to oversee the Corporation’s relationship with the Auditor.

##### 3. SPECIFIC DUTIES

The Committee shall perform the following duties for the Corporation.

###### 3.1 Financial Disclosure Reporting

3.1.1 The Committee shall review and discuss with Management and the Auditor:

- (a) the Corporation’s annual audited financial statements and related documents prior to their filing or distribution, including:
  - (i) the annual financial statements, related footnotes and management’s discussion and analysis (“MD&A”), significant issues regarding accounting principles, practices and significant Management estimates and judgements, any significant changes in the Corporation’s selection or application of accounting principles, any major issues as to the adequacy of the Corporation’s internal controls and any special steps adopted in light of material control deficiencies;
  - (ii) the use of off-balance sheet financing including Management’s risk assessment and adequacy of disclosure;
  - (iii) any significant changes to the Corporation’s accounting policies; and
  - (iv) the Auditor’s audit report on the financial statements; and

- (b) the Corporation's interim financial reports and related documents prior to their filing or distribution, including:
  - (i) interim financial reports and related documents, MD&A, significant issues regarding accounting principles, practices and significant Management estimates and judgements, any significant changes in the Corporation's selection or application of accounting principles, any major issues as to the adequacy of the Corporation's internal controls and any special steps adopted in light of material control deficiencies;
  - (ii) if applicable, the Auditor's report of its review of the interim financial reports;
  - (iii) the use of off-balance sheet financing including Management's risk assessment and adequacy of disclosure; and
  - (iv) any significant changes to the Corporation's accounting policies.

3.1.2 The Committee shall review:

- (a) the Corporation's Annual Information Form, or other similar report filed with securities regulatory authorities, as to financial information;
- (b) any prospectus, offering memorandum and information circular of the Corporation as to financial information;
- (c) the Corporation's financial statements, MD&A and annual and interim earnings press releases before the Corporation discloses this information; and
- (d) any financial information contained in any other formal announcement or other document.

3.1.3 The Committee shall review:

- (a) the consistency of, and any changes to, accounting policies both on a year on year basis and across the Corporation;
- (b) the methods used to account for significant or unusual transactions where different approaches are possible;
- (c) whether the Corporation has followed appropriate accounting standards and made appropriate estimates and judgements, taking into account the views of the Auditor;
- (d) the Corporation's reporting practices; and
- (e) all significant financial reporting issues and all judgements which they contain.

3.1.4 The Committee shall review the Corporation's financial reporting procedures and internal controls to be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than disclosure referred to in section 3.1.2 above, and periodically assess the adequacy of those procedures, including:

- (a) reviewing and discussing with Management earnings (and/or other financial information) press releases with particular attention to the use of "pro forma" or "adjusted" non-GAAP information, before they are issued;

- (b) reviewing and discussing generally with Management the nature of the financial information and earnings guidance provided to analysts and rating agencies; and
  - (c) reviewing and discussing with Management annual and interim certifications with respect to disclosure controls and procedures and internal control over financial reporting.
- 3.1.5 The Committee shall recommend to the Board the approval of the annual financial statements and related documents and either approve the interim financial reports and related documents or recommend to the Board such financial statements and documents for approval.

### **3.2 Internal Controls and Risk Management Systems**

- 3.2.1 The Committee shall:
- (a) keep under review the effectiveness of the Corporation's internal controls and risk management systems; and
  - (b) review and approve any statements to be included in the Corporation's annual report and accounts concerning internal controls and risk management.

### **3.3 Complaints on Accounting and Other Matters**

- 3.3.1 The Committee is responsible for the establishment of a policy and procedures for:
- (a) the receipt, retention and treatment of any complaint received by the Corporation regarding accounting, internal accounting controls or auditing matters; and
  - (b) the confidential, anonymous submissions by employees of the Corporation of concerns regarding questionable accounting or auditing matters.
- 3.3.2 The Committee will be responsible for investigating fraud, illegal acts or conflicts of interest.

### **3.5 External Audit**

- 3.5.1 The Committee shall consider and recommend to the Board:
- (a) the Auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation; and
  - (b) the compensation of the Auditor.
- 3.5.2 The Committee shall oversee the Corporation's relationship with the Auditor including (but not limited to):
- (a) approval of their remuneration, including fees for audit or non-audit services and ensuring that the level of fees is appropriate to enable an adequate audit to be conducted;
  - (b) approval of their terms of engagement, including any engagement letter issued at the start of each audit and the scope of the audit;
  - (c) assessing annually their independence and objectivity taking into account relevant professional and regulatory requirements and the relationship with the Auditor as a whole, including the provision of any non-audit services;

- (d) satisfying itself that there are no relationships (such as family, employment, investment, financial or business) between the Auditor and the Corporation or KPLP (other than in the ordinary course of business) or any other conflicts of interest;
- (e) reviewing and approving the Corporation's policy on the employment of current and former partners and employees of the Auditor;
- (f) ensuring receipt, at least annually, from the external auditor of a formal written statement delineating all relationships between the Auditor and the Corporation or KPLP, including non-audit services provided to the Corporation or KPLP;
- (g) monitoring the Auditor's compliance with relevant ethical and professional guidance on the rotation of audit partners, the level of fees paid by the Corporation compared to the overall fee income of the firm, office and partner and other related requirements;
- (h) assessing annually the qualifications, expertise and resources of the Auditor and the effectiveness of the audit process, which shall include a report from the Auditor on their own internal quality procedures;
- (i) overseeing the work of the Auditor, including the resolution of disagreements between Management and the Auditor;
- (j) meeting regularly with the Auditor, including once at the planning stage before the audit and once after the audit at the reporting stage. The Committee shall meet the Auditor at least once a year, without Management being present, to discuss their mandate and any issues arising from the audit;
- (k) reviewing and approving the annual external audit plan and ensuring that it is consistent with the scope of the audit engagement;
- (l) reviewing the findings of the audit with the Auditor;
- (m) reviewing any representation letter(s) requested by the Auditor before they are signed by the Management;
- (n) reviewing the Management letter and executive Management's response to the Auditor's findings and recommendations;
- (o) giving consideration to the rotation of the audit partner on a periodic basis;
- (p) reviewing any related findings and recommendations of the Auditor together with Management's responses including the status of previous recommendations;
- (q) reviewing any serious difficulties or disputes with Management encountered during the course of the audit, including any restrictions on the scope of the Auditor's work or access to required information; and
- (r) reviewing any other matters related to the conduct of the external audit, which are to be communicated to the Committee by the Auditor under generally accepted auditing standards.

3.5.3 Unless otherwise permitted by NI 52-110, the Committee must pre-approve any non-audit services to be provided to the Corporation or its subsidiaries by the Auditor. The Committee may delegate to one or more of its independent members authority to pre-approve non-audit services, but no such delegation may be made to Management of the Corporation. The pre-approval of non-audit services by any member to whom authority has been delegated hereunder must be presented to the Committee at its first scheduled meeting following such pre-approval.



### **3.6 Other Matters**

The Committee shall:

- (a) have access to sufficient resources, including to KPLP resources pursuant to the Administration Agreement, in order to carry out its duties, including access to the Corporation secretary for assistance as required;
- (b) have access to tax and legal documentation of the Corporation as may be requested from time to time and to tax and legal advisors as required, in order to carry out its duties;
- (c) be provided with appropriate and timely training, both in the form of an introduction program for new members and on an ongoing basis for all members; and
- (d) oversee any investigation of activities which are within its terms of reference.

## **4. REPORTING**

- 4.1 The Auditor must report directly to the Committee.
- 4.2 The chair of the Committee shall report to the Board generally on its proceedings after each meeting.
- 4.3 The Committee shall make whatever recommendations to the Board it deems appropriate on any matter within its mandate where action or improvement is needed.
- 4.4 The Committee's Charter shall be available on request and shall be available on the Corporation's website (if any).
- 4.5 The Committee shall review and reassess the adequacy of this Charter as required and recommend any proposed changes to the Board for approval.

## **5. REGULATORY DUTIES**

- 5.1 In carrying out its duties the Committee shall:
  - (a) give due regard to:
    - (i) all relevant legal and regulatory requirements; and
    - (ii) the rules of any stock exchange or which the Corporation's securities may be listed; and
  - (b) ensure that it has such information as it considers necessary or desirable to fulfil its duties as set out in this Charter.
- 5.2 The Committee shall review any required disclosure in public documents with respect to the Committee and its functions, including the disclosure required in the Annual Information Form under Multilateral Instrument 52-110.

## **6. MEMBERSHIP**

- 6.1 The Committee shall be made up of three members each of whom shall be a member of the Board.
- 6.2 All members of the Committee shall be "independent" as that term is defined in NI 52-110 and the standards of any stock exchange on which the Corporation's securities are listed, subject to any permitted transitional provisions.

- 6.3 Members shall serve one-year terms and may serve consecutive terms to ensure continuity of experience. Members shall be appointed each year to the Committee by the Board at the Board meeting that coincides with the annual shareholder meeting. A member of the Committee shall automatically cease to be a member upon ceasing to be a director of the Corporation. Any member may resign or be removed by the Board from membership on the Committee or as Chair of the Committee.
- 6.5 All members of the Committee must be “financially literate”, as that term is defined in NI 52-110, or must acquire such literacy within a reasonable period of time after joining the Committee.
- 6.6 The Board shall appoint the chair of the Committee who shall be a non-executive director of the Corporation. In the absence of the Chair, the remaining members of the Committee present at a fully convened Committee meeting may elect one of their number to chair the meeting. The Board shall determine the period for which the chair of the Committee holds office.
- 6.7 The Board may from time to time remove members from the Committee.

## **7. SECRETARY**

The Board shall designate from time to time the secretary of the Committee from one of the members of the Committee or, failing that, the Corporation’s corporate secretary shall act as secretary of the Committee, unless otherwise determined by the Committee.

## **8. MEETINGS**

- 8.1 The Committee shall meet at least four times in each year at appropriate times in the reporting and audit cycle and may call special meetings as required.
- 8.2 Meetings of the Committee shall be called by the secretary of the Committee at the request of any member of the Committee or at the request of the Auditor or any internal auditor if they consider it necessary.
- 8.3 Unless otherwise agreed, at least six (6) working days’ notice shall be given of each meeting of the Committee. The notice period may be waived by all members of the Committee.
- 8.4 Unless otherwise agreed, notice of each meeting of the Committee shall:
- (a) confirm the venue, time and date of the meeting;
  - (b) include an agenda of items to be discussed at the meeting; and
  - (c) be sent to each member of the Committee, the secretary, the Auditor and any other person required, invited or entitled to attend the meeting.
- 8.5 Supporting papers shall be sent to members of the Committee and to other attendees at the same time as the relevant notice.
- 8.6 The quorum necessary for the transaction of business by the Committee shall be a majority of the members of the Committee and a duly convened meeting of the Committee at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Committee.
- 8.7 Only members of the Committee shall have the right to attend meetings of the Committee. However, others (such as the other directors, representatives from the finance function of the Corporation and external advisers) may be invited to attend and speak at (but not vote at) a meeting of the Committee as and when appropriate.

- 8.8 The Auditor shall be invited to attend and speak at meetings of the Committee on a regular basis but shall not be entitled to vote at such meetings.
- 8.9 Meetings of the Committee may be held by conference telephone or similar communications equipment whereby all members participating in the meeting can hear each other; provided always however that at least once per annum a direct meeting shall be held between the Committee and the Auditor where a quorum of the members of the Committee and the Auditor are present in person at the same location.
- 8.10 Matters for decision by the Committee shall be decided by a majority decision of the members. In the case of an equality of votes, the Chair of the Committee will not be entitled to a casting vote.
- 8.11 The Committee may hold separate in camera sessions without Management present at the conclusion of any regularly scheduled meeting of the Committee at which members of Management are present.

## **9. MINUTES**

- 9.1 The secretary of the Committee shall minute the proceedings and resolutions of Committee meetings and record the names of those present and in attendance.
- 9.2 The secretary of the Committee shall ascertain, at the start of each Committee meeting, the existence of any conflicts of interest and minute them accordingly.
- 9.3 Following each meeting of the Committee, the secretary shall circulate, for comment, draft minutes to each member who was present at the meeting.
- 9.4 After approval and signing of the minutes by the chair of the Committee meeting, the secretary shall circulate copies of the minutes to all members of the Board (unless a conflict of interest exists).

## **10. AUTHORITY**

- 10.1 The Committee is a committee of the Board and as such exercises such powers of the Board as have been delegated to it.
- 10.2 The Committee is authorised by the Board to investigate any activity within its terms of reference.
- 10.3 The Committee is authorised to:
- (a) seek any information it requires (including from KPLP pursuant to the Administration Agreement and Limited Partnership Agreement of KPLP) in order to perform its duties;
  - (b) engage independent counsel and other advisors as the Committee determines necessary to carry out its duties;
  - (c) set and pay the compensation for any advisors employed by the Committee;
  - (d) communicate directly with the Auditor and the internal auditors;
  - (e) commission any reports or surveys, which it deems necessary, to help it fulfil its obligations;
  - (f) secure the attendance of external advisors at its meetings (if it considers it necessary);
  - (g) call any officer to be questioned at a meeting of the Committee as and when required, all at the Corporation's expense; and

- (h) delegate its authority and duties to a subcommittee or individual members of the Committee, as it deems appropriate, provided that the subcommittee is composed entirely of independent directors.

## **11. OWN PERFORMANCE**

At least once a year, the Committee shall review its own performance, constitution and terms of reference to ensure it is operating at maximum effectiveness and recommend any changes it considers necessary to the Board for approval.