

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K

(mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 28, 2013

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 1-11406

KADANT INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

52-1762325

(I.R.S. Employer Identification No.)

One Technology Park Drive
Westford, Massachusetts

(Address of principal executive offices)

01886

(Zip Code)

Registrant's telephone number, including area code: (978) 776-2000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer

Accelerated filer

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

Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common equity held by nonaffiliates of the Registrant as of June 29, 2013, was approximately \$328,122,000. As of February 14, 2014, the Registrant had 11,119,726 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, to be used in connection with the Registrant's 2014 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K.

Kadant Inc.
Annual Report on Form 10-K
for the Fiscal Year Ended December 28, 2013
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PART I

Forward-Looking Statements

This Annual Report on Form 10-K and the documents that we incorporate by reference in this Report include forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. These forward-looking statements are not statements of historical fact, and may include statements regarding possible or assumed future results of operations. Forward-looking statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management, using information currently available to our management. When we use words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "seeks," "should," "likely," "will," "would," "may," "continue," "could," or similar expressions, we are making forward-looking statements.

Forward-looking statements are not guarantees of performance. They involve risks, uncertainties, and assumptions. Our future results of operations may differ materially from those expressed in the forward-looking statements. Many of the important factors that will determine these results and values are beyond our ability to control or predict. You should not put undue reliance on any forward-looking statements. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events, or otherwise. For a discussion of important factors that may cause our actual results to differ materially from those suggested by the forward-looking statements, you should read carefully the section captioned "Risk Factors" in Part I, Item 1A, of this Report.

Item 1. Business

The terms "we," "us," "our," "Registrant," or "Company" in this Report refer to Kadant Inc. and its consolidated subsidiaries.

Description of Our Business

We are a leading global supplier of equipment used in process industries, including papermaking, paper recycling, and oriented strand board (OSB). In addition, we manufacture granules made from papermaking byproducts. We have a large customer base that includes most of the world's major paper and OSB manufacturers. We believe our large installed base provides us with a spare parts and consumables business that yields higher margins than our capital equipment business.

Our continuing operations are comprised of two reportable operating segments, Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products. Through our Papermaking Systems segment, we develop, manufacture, and market a range of equipment and products for the global papermaking, paper recycling, and process industries. Through our Wood Processing Systems segment, we design, manufacture, and market stranders and related equipment used in the production of OSB, an engineered wood panel product used primarily in home construction, and sell debarking and wood chipping equipment used in the forest products and the pulp and paper industries. Through our Fiber-based Products business, we manufacture and sell granules derived from pulp fiber for use as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Papermaking Systems Segment

Our Papermaking Systems segment has a long and well-established history of developing, manufacturing, and marketing equipment for the global papermaking and paper recycling industries. Some of our businesses or their predecessor companies have been in operation for more than 100 years. Our customer base includes major global paper manufacturers and we believe we have one of the largest installed bases of equipment in the pulp and paper industry. We manufacture our products in nine countries in Europe, North and South America, and Asia.

In 2013*, our Papermaking Systems segment acquired a long-time Brazilian licensee of our doctoring, cleaning, filtration, and stock preparation products for approximately \$8.1 million in cash and \$0.5 million in assumed liabilities owed to us. In addition, in 2013, our Papermaking Systems segment acquired certain assets of a Sweden-based developer and supplier of high-efficiency cleaners and approach flow systems for approximately \$7.1 million in cash. This acquisition expanded our product offerings in our Stock-Preparation product line, particularly for virgin pulp and approach flow applications.

Our Papermaking Systems segment consists of the following product lines: Stock-Preparation; Doctoring, Cleaning, & Filtration; and Fluid-Handling.

* Unless otherwise noted, references to 2013, 2012, and 2011 in this Annual Report on Form 10-K are for the fiscal years ended December 28, 2013, December 29, 2012, and December 31, 2011, respectively.

Stock-Preparation

We develop, manufacture, and market complete custom-engineered systems and equipment, as well as standard individual components, for pulping, de-inking, screening, cleaning, and refining primarily recycled fiber for preparation for entry into the paper machine, and recausticizing and evaporation equipment and systems used in the production of virgin pulp. Our principal stock-preparation products include:

- Recycling and approach flow systems: Our equipment includes pulping, screening, cleaning, and de-inking systems that blend pulp mixtures and remove contaminants, such as ink, glue, metals, and other impurities, to prepare them for entry into the paper machine during the production of recycled paper.
- Virgin pulping process equipment: Our equipment includes pulp washing, evaporator, recausticizing, and condensate treatment systems used to remove lignin, concentrate and recycle process chemicals, and remove condensate gases.

Doctoring, Cleaning, & Filtration

We develop, manufacture, and market a wide range of doctoring, cleaning, and filtration systems and related consumables that continuously clean rolls to keep paper machines running efficiently; doctor blades made of a variety of materials to perform functions including cleaning, creping, web removal, flaking, and the application of coatings; profiling systems that control moisture, web curl, and gloss during paper converting; and systems and equipment used to continuously clean paper machine fabrics and rolls, drain water from pulp mixtures, form the sheet or web, and filter the process water for reuse. Our principal doctoring, cleaning, and filtration products include:

- Doctor systems and holders: Our doctor systems clean papermaking rolls to maintain the efficient operation of paper machines and other equipment by placing a blade against the roll at a constant and uniform pressure. A doctor system consists of the structure supporting the blade and the blade holder. A large paper machine may have as many as 100 doctor systems.
- Profiling systems: We offer profiling systems that control moisture, web curl, and gloss during paper converting.
- Doctor blades: We manufacture doctor and scraper blades made of a variety of materials including metal, bi-metal, or synthetic materials that perform a variety of functions including cleaning, creping, web removal, flaking, and the application of coatings. A typical doctor blade has a life ranging from eight hours to two months, depending on the application.
- Shower and fabric-conditioning systems: Our shower and fabric-conditioning systems assist in the removal of contaminants that collect on paper machine fabrics used to convey the paper web through the forming, pressing, and drying sections of the paper machine. A typical paper machine has between three and 12 fabrics. These fabrics can easily become contaminated with fiber, fillers, pitch, and dirt that can have a detrimental effect on paper machine performance and paper quality. Our shower and fabric-conditioning systems assist in the removal of these contaminants.
- Formation systems: We supply structures that drain, purify, and recycle process water from the pulp mixture during paper sheet and web formation.
- Water-filtration systems: We offer a variety of filtration systems and strainers that remove contaminants from process water before reuse and recover reusable fiber for recycling back into the pulp mixture.

Fluid-Handling

We develop, manufacture and market rotary joints, precision unions, steam and condensate systems, components, and controls used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food. Our principal fluid-handling systems include:

- Rotary joints: Our mechanical devices, used with rotating shafts, allow the transfer of pressurized fluid from a stationary source into and out of rotating machinery for heating, cooling, or the transfer of fluid power.
- Syphons: Our devices, installed primarily inside the rotating cylinders of paper machines, are used to remove condensate from the drying cylinders through rotary joints located on either end of the cylinder.
- Turbulator® bars: Our steel or stainless steel axial bars, installed on the inside of cylinders, are used to induce turbulence in the condensate layer to improve the uniformity and rate of heat transfer through the cylinders.
- Engineered steam and condensate systems: Our steam systems control the flow of steam from the boiler to the paper drying cylinders, collect condensed steam, and return it to the boiler to improve energy efficiency during the paper drying process. Our systems and equipment are also used to efficiently and effectively distribute steam in a wide variety of industrial processing applications.

Wood Processing Systems Segment

On November 6, 2013, we acquired all the outstanding shares of Carmanah Design and Manufacturing Inc. (Carmanah) for \$51.6 million, subject to a post-closing adjustment. Carmanah, located in Surrey, British Columbia, Canada is a global leader in the design and manufacture of stranders and related equipment used in the production of OSB, an engineered wood panel product used primarily in home construction. Carmanah also supplies debarking and wood chipping equipment used in the forest products and the pulp and paper industries. The acquisition of Carmanah extends our presence into the forest products industry and will advance our strategy of increasing our parts and consumables business. Our principal wood-processing products include:

- Stranders: Our disc and ring stranders cut tree length or batch fed logs into strands for OSB production and are used to manage strands in real time using our patented conveying and feeding equipment.
- Rotary Debarkers: Our rotary debarkers employ a combination of mechanical abrasion and log-to-log contact to efficiently remove bark from logs of all shapes and species.
- Chippers: Our disc, drum, and veneer chippers are high quality, robust chipper systems for waste-wood and whole-log applications found in pulp woodrooms, chip plants, sawmill, and planer mill sites.

Fiber-based Products

We produce biodegradable, absorbent granules from papermaking byproducts for use primarily as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Discontinued Operation

In 2005, our Kadant Composites LLC subsidiary (Composites LLC) sold substantially all of its assets to a third party. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including the warranty obligations related to products manufactured prior to the sale date. All activity related to this business is classified in the results of the discontinued operation in the accompanying consolidated financial statements.

On October 24, 2011, we, Composites LLC, and other co-defendants entered into an agreement to settle a nationwide class action lawsuit related to allegedly defective composites decking building products manufactured by Composites LLC between April 2002 and October 2003. In 2012, we paid \$0.6 million with respect to approved claims under the class action settlement.

Research and Development

We develop a broad range of products for all facets of the markets we serve. We operate research and development facilities in Europe and the U.S., and focus our product innovations on process industry challenges and the need for improved fiber processing, heat transfer, showering, filtration, doctoring, and fluid handling. In addition to internal product development activities, our research centers allow customers to simulate their own operating conditions and applications to identify and quantify opportunities for improvement.

Our research and development expenses were \$6.7 million, \$6.0 million, and \$5.7 million in 2013, 2012, and 2011, respectively.

Raw Materials

The primary raw materials used in our Papermaking Systems segment are steel, stainless steel, ductile iron, brass, and bronze, which have generally been available through a number of suppliers. To date, we have not needed to maintain raw material inventories in excess of our current needs to ensure availability.

The primary raw materials used in our Wood Processing Systems segment are steel and stainless steel, which have generally been available through a number of suppliers.

The raw material used in the manufacture of our fiber-based granules is obtained from two paper mills. Although we believe that our relationships with the mills are good, the mills may not continue to supply sufficient raw material. From time to time, we have experienced some difficulty in obtaining sufficient raw material to operate at optimal production levels. We continue to work with the mills to ensure a stable supply of raw material. To date, we have been able to meet all of our customer delivery requirements, but there can be no assurance that we will be able to meet future delivery requirements. If the mills were unable or unwilling to supply us sufficient fiber, we would be forced to find one or more alternative suppliers for this raw material.

Patents, Licenses, and Trademarks

We protect our intellectual property rights by applying for and obtaining patents when appropriate. We also rely on technical know-how, trade secrets, and trademarks to maintain our competitive position. We also enter into license agreements with others to grant and/or receive rights to patents and know-how. No particular patent, or related group of patents, is so important that its expiration or loss would significantly affect our operations.

Papermaking Systems Segment

We have numerous U.S. and foreign patents, including foreign counterparts to our U.S. patents, expiring on various dates ranging from 2014 to 2033. From time to time, we enter into licenses of products with other companies that serve the pulp, papermaking, converting, and paper recycling industries.

Wood Processing Systems Segment

We currently hold several U.S. and Canadian patents, expiring on various dates ranging from 2014 to 2032, related to wood processing and debarking equipment.

Fiber-based Products

We currently hold several U.S. patents, expiring on various dates ranging from 2015 to 2026, related to various aspects of the processing of fiber-based granules and the use of these materials in the agricultural, professional turf, home lawn and garden, general absorption, oil and grease absorption, and catbox filler markets.

Seasonal Influences

Papermaking Systems Segment

There are no material seasonal influences on this segment's sales of products and services.

Wood Processing Systems Segment

Our newly acquired Wood Processing Systems business is subject to seasonal variations, with demand for many of our products tending to be greater during the building season, which generally occurs in the second and third quarters in North America.

Fiber-based Products

Our Fiber-based Products business experiences fluctuations in sales, usually in the third and fourth quarters, when sales decline due to the seasonality of the agricultural and home lawn and garden markets.

Working Capital Requirements

There are no special inventory requirements or credit terms extended to customers that would have a material adverse effect on our working capital.

Dependency on a Single Customer

No single customer accounted for more than 10% of our consolidated revenues in any of the past three years. In addition, revenues in our Papermaking Systems and Wood Processing Systems segments were not dependent on any one customer. During 2013, 2012, and 2011, approximately 63%, 61%, and 63%, respectively, of our sales were to customers outside the United States, principally in Europe and China.

Backlog

Our backlog of firm orders for the Papermaking Systems segment was \$84.5 million and \$77.0 million at year-end 2013 and 2012, respectively. The total consolidated backlog of firm orders was \$97.6 million and \$77.5 million at year-end 2013 and 2012, respectively. We anticipate that substantially all of the backlog at year-end 2013 will be shipped or completed during the next 12 months. Some of these orders can be canceled by the customer upon payment of a cancellation fee.

Competition

We are a leading supplier of systems and equipment in each of our product lines within our Papermaking Systems segment and there are several global and numerous local competitors in each market. In our Wood Processing Systems segment, we compete with one primary global competitor in the OSB market for stranding equipment and several global and local competitors for our other products. Because of the diversity in our products, we face many different types of competitors and competition. We compete primarily on the basis of technical expertise, product innovation, and product performance. We believe the reputation that we have established for high-performance, high-reliability products supported by our in-depth process knowledge and application expertise provides us with a competitive advantage. In addition, a significant portion of our business is generated from our worldwide customer base. To maintain this base, we have emphasized our global presence, local support, and a problem-solving relationship with our customers. Our success primarily depends on the following factors:

- Technical expertise and process knowledge;
- Product innovation;
- Product quality, reliability, and performance;
- Operating efficiency of our products;
- Customer service and support; and
- Relative price of our products.

Environmental Protection Regulations

We believe that our compliance with federal, state, and local environmental protection regulations will not have a material adverse effect on our capital expenditures, earnings, or competitive position.

Employees

As of year-end 2013, we had approximately 1,800 employees worldwide.

Financial Information

Financial information concerning our segment and product lines is summarized in Note 12 to the consolidated financial statements, which begin on page F-1 of this Report.

Financial information about exports by domestic operations and about foreign operations is summarized in Note 12 to the consolidated financial statements, which begin on page F-1 of this Report.

Available Information

We file annual, quarterly, and current reports, proxy statements, and other documents with the Securities and Exchange Commission (SEC) under the Exchange Act. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC. The public can obtain any documents that we file with the SEC at www.sec.gov. The public also may read and copy any materials that we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, we make available free of charge through our website at www.kadant.com our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and, if applicable, amendments to these Reports filed with or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after we electronically file these materials with, or furnish them to, the SEC. We are not including the information contained on our website as part of this Report nor are we incorporating the information on our website into this Report by reference.

Executive Officers of the Registrant

The following table summarizes certain information concerning individuals who are our executive officers as of March 1, 2014:

<u>Name</u>	<u>Age</u>	<u>Present Title (Fiscal Year First Became Executive Officer)</u>
Jonathan W. Painter	55	President and Chief Executive Officer (1997)
Eric T. Langevin	51	Executive Vice President and Chief Operating Officer (2006)
Thomas M. O'Brien	62	Executive Vice President and Chief Financial Officer (1994)
Jeffrey L. Powell	55	Executive Vice President (2009)
Sandra L. Lambert	58	Vice President, General Counsel, and Secretary (2001)
Michael J. McKenney	52	Vice President, Finance and Chief Accounting Officer (2002)

Mr. Painter has been our chief executive officer and a director since January 2010 and our president since September 1, 2009. Between 1997 and September 2009, Mr. Painter served as an executive vice president and from March 2007 through September 2009 had supervisory responsibility for our stock-preparation and fiber-based products businesses. He served as president of our composite building products business from 2001 until its sale in 2005. He also served as our treasurer and the treasurer of Thermo Electron from 1994 until 1997. Prior to 1994, Mr. Painter held various managerial positions with us and Thermo Electron.

Mr. Langevin has been an executive vice president and our chief operating officer since January 2010. Prior to January 2010, Mr. Langevin had been a senior vice president since March 2007 and had supervisory responsibility for our paperline business, consisting of our Fluid-Handling and our Doctoring, Cleaning, & Filtration product lines. He served as vice president, with responsibility for our Doctoring, Cleaning, & Filtration product lines, from 2006 to 2007. From 2001 to 2006, Mr. Langevin was president of Kadant Web Systems Inc. (now our Kadant Solutions division) and before that served as its senior vice president and vice president of operations. Prior to 2001, Mr. Langevin managed several product groups and departments within Kadant Web Systems after joining us in 1986 as a product development engineer.

Mr. O'Brien has been an executive vice president since 1998 and our chief financial officer since 2001. He served as our treasurer from 2001 to February 2005 and also as vice president, finance, from 1991 to 1998. Prior to joining us, Mr. O'Brien held various finance positions at Racal Interlan, Inc., Prime Computer, Compugraphic Corporation, and the General Electric Company.

Mr. Powell has been an executive vice president since March 2013 and has supervisory responsibility for our stock-preparation and fiber-based products businesses. From September 2009 to March 2013, he was a senior vice president. From January 2008 to September 2009, Mr. Powell was vice president, new ventures, with principal responsibility for acquisition-related activities.

Prior to joining us, Mr. Powell was the chairman and chief executive officer of Castion Corporation from April 2003 through December 2007.

Ms. Lambert has been a vice president and our general counsel since 2001, and our secretary since our incorporation in 1991. Prior to joining us, she was a vice president and the secretary of Thermo Electron from 1999 and 1990, respectively, to 2001 and before that was a member of Thermo Electron's legal department.

Mr. McKenney has been our vice president, finance and chief accounting officer since January 2002 and served as our corporate controller from 1997 to 2007. Mr. McKenney was controller of our Kadant AES division (now part of our Kadant Solutions division) from 1993 to 1997. Prior to 1993, Mr. McKenney held various financial positions at Albany International Corp.

Item 1A. Risk Factors

In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we wish to caution readers that the following important factors, among others, in some cases have affected, and in the future could affect, our actual results and could cause our actual results in 2014 and beyond to differ materially from those expressed in any forward-looking statements made by us, or on our behalf.

Our business is dependent on worldwide and local economic conditions as well as the condition of the pulp and paper industry.

We sell products worldwide primarily to the pulp and paper industry, which is a cyclical industry. Generally, the financial condition of the global pulp and paper industry corresponds to general worldwide economic conditions, as well as to a number of other factors, including pulp and paper production capacity relative to demand in the geographic markets in which we compete. A significant portion of our revenues are from customers based in Europe and China. Economic downturns and uncertainty in Europe, including recent uncertainties in Russia, can adversely affect our revenues and bookings in Europe. In addition, slowing economic growth rates in China can adversely affect our business. The timing for the addition of new capacity in the paper markets in China remains uncertain and is highly dependent on the markets' ability to absorb existing capacity. These uncertainties in the global and regional economic outlooks have negatively affected, and may in the future negatively affect, demand for our customers' products, and as a consequence, our products and services, especially our capital equipment systems and products, and our financial results. Also, uncertainty regarding economic conditions has caused, and may in the future cause, liquidity and credit issues for many businesses, including our customers in the pulp and paper industry as well as other industries, and may result in their inability to fund projects, capacity expansion plans, and to some extent, routine operations and capital expenditures. These conditions have resulted, and may in the future result, in a number of structural changes in the pulp and paper industry, including decreased spending, mill closures, consolidations, and bankruptcies, all of which negatively affect our business, revenue, and profitability. Financial and economic turmoil affecting the worldwide economy or the banking system and financial markets, in particular, due to political or economic developments could cause the expectations for our business to differ materially in the future.

Our financial performance will be negatively impacted if there are delays in customers securing financing or our customers become unable to secure such financing, due to any number of factors including a tightening of monetary policy. Recently, financing has become a significant problem for pulp and paper producers in Russia, which has caused us to delay the booking of some pending orders. The inability of our customers to obtain credit may affect our ability to recognize revenue and income, particularly on large capital equipment orders from new customers for which we may require letters of credit. We may also be unable to issue letters of credit to our customers, which are required in some cases to guarantee performance, during periods of economic uncertainty.

Paper producers have been, and may in the future be, negatively affected by higher operating costs. Paper companies curtail their capital and operating spending during periods of economic uncertainty and are cautious about resuming spending as market conditions improve. As paper companies consolidate operations in response to market weakness, they frequently reduce capacity, increase downtime, defer maintenance and upgrades, and postpone or even cancel capacity addition or expansion projects. It is especially difficult to accurately forecast our revenues and earnings per share during periods of economic uncertainty.

A significant portion of our international sales has, and may in the future, come from China and we operate several manufacturing facilities in China, which exposes us to political, economic, operational and other risks.

We have historically had significant revenues from China, operate significant manufacturing facilities in China, and manufacture and source equipment and components from China. As a result, we are exposed to increased risk in the event of economic slowdowns, changes in the policies of the Chinese government, political unrest, unstable economic conditions, or other developments in China or in U.S.-China relations that are adverse to trade, including enactment of protectionist legislation or trade or currency restrictions. Policies of the Chinese government to target slower economic growth to avoid inflation may negatively affect our business in China if customers are unable to expand capacity or obtain financing for expansion or improvement projects.

Our bookings activity from China tends to be more variable than in other geographic regions, as the China pulp and paper industry historically has experienced, and in the future may experience, periods of significant capacity expansion to meet demand followed by a period of stagnant activity while overcapacity is absorbed. These cycles result in periods of significant bookings activity for our capital products and increased revenues followed by a significant decrease in bookings or potential delays in shipments and order placements by our customers as they attempt to balance supply and demand. As a consequence, our bookings and revenues in

China tend to be uneven and difficult to predict. Paper companies in China have brought and are scheduled to bring online capacity additions; however, this capacity growth has been uneven and the larger paper producers have delayed, and may in the future delay, additional new capacity start-ups in reaction to softer market conditions. In general, as significant capacity additions come online and the economic growth rate slows, paper producers have deferred and could in the future defer further investments or the delivery of previously-ordered equipment until the market absorbs the new production. This has negatively affected our bookings and revenues in China in the past, and may negatively affect our bookings and revenues in China in the future.

In addition, orders from customers in China, particularly for large stock-preparation systems that have been tailored to a customer's specific requirements, have credit risks higher than we generally incur elsewhere, and some orders are subject to the receipt of financing approvals from the Chinese government or can be impacted by the availability of credit and more restrictive monetary policies. For this reason, we generally do not record signed contracts from customers in China for large stock-preparation systems as orders until we receive the down payments for such contracts. The timing of the receipt of these orders and the down payments are uncertain and there is no assurance that we will be able to recognize revenue on these contracts. Delays in the receipt of payments and letters of credit affect when revenues can be recognized on these contracts, making it difficult to accurately forecast our future financial performance. We may experience a loss if a contract is cancelled prior to the receipt of a down payment in the event we commence engineering or other work associated with the contract. We typically have inventory awaiting shipment to customers. We could incur a loss if contracts are cancelled and we cannot resell the equipment. In addition, we may experience a loss if the contract is cancelled, or the customer does not fulfill its obligations under the contract, prior to the receipt of a letter of credit or final payments covering the remaining balance of the contract, which could represent 80% or more of the total order.

A significant portion of our revenue in China is recognized upon shipment once we have secured final payment. In some cases, we will be unable to recognize any revenue on completed orders until after installation or acceptance of the equipment. Furthermore, customers in China often demand that deliveries of previously-ordered equipment be delayed to future periods for any number of reasons. As a result, our revenues recognized in China have varied, and will in the future vary, greatly from period to period and be difficult to predict.

Carmanah manufactures equipment used in the production of OSB and its financial performance may be adversely affected by lower levels of residential construction activity.

In November 2013, we acquired all the outstanding shares of Carmanah, a manufacturer of stranders and related equipment used in the production of OSB, an engineered wood panel product used primarily in home construction. Carmanah's customers produce OSB principally for new residential construction, home repair and remodeling activities. Carmanah's operating results correlate to a significant degree to the level of this residential construction activity, primarily in North America and to a lesser extent in Europe. Residential construction activity is influenced by a number of factors, including the supply of and demand for new and existing homes, new housing starts, unemployment rates, interest rate levels, availability of mortgage financing, mortgage foreclosure rates, seasonal and unusual weather conditions, general economic conditions and consumer confidence. In the U.S., the residential housing industry has been in a prolonged down cycle that began in 2006, although the housing market has shown signs of improvement beginning in the latter half of 2012. A significant increase in long-term interest rates, tightened lending standards, continued high unemployment rates and other factors that reduce levels of residential construction activity could have a material adverse effect on the financial performance of Carmanah, and in turn, on our consolidated financial results.

The OSB market is highly concentrated and the market for building products is highly competitive. The loss of a significant customer or our customers' reductions in capital spending or OSB production could have a material adverse effect on our financial performance.

The OSB market is highly concentrated and there are a limited number of OSB manufacturers. The loss of one or more of these customers to a competitor could adversely affect Carmanah's revenues and profitability. In addition, the market for building products is highly competitive. Competitive products with OSB include other wood panel products and substitutes for wood building products, such as nonfiber-based alternatives. For example, plastic, wood/plastic or composite materials may be used by builders as alternatives to OSB products. Changes in component prices, such as energy, chemicals, wood-based fibers, and nonfiber alternatives can change the competitive position of OSB relative to other available alternatives and could increase substitution. Our customers' OSB production can be adversely affected by lower-cost producers of other wood panel products and substitutes for wood building products. Lower demand for OSB products or a decline in the profitability of one or more of our customers could result in a reduction in spending on capital equipment or the shutdown or closure of an OSB mill, which could have a material adverse effect on the financial performance of Carmanah, and in turn, on our consolidated financial results.

Commodity or component price increases and significant shortages of commodities and component products may adversely impact our financial results or our ability to meet commitments to customers.

We use steel, stainless steel, brass, bronze, and other commodities to manufacture our products. We also use natural gas in the production of our fiber-based granular products. As a result, unanticipated increases in the prices of such commodities could increase our costs more than expected and negatively impact our business, results of operations and financial condition if we are unable to fully offset the effect of these increased costs through price increases, productivity improvements, or cost reduction programs.

We rely on suppliers to secure commodity and component products required for the manufacture of our products. A disruption in deliveries to or from suppliers or decreased availability of such components or commodities could have an adverse effect on our ability to meet our commitments to customers or increase our operating costs. We believe our sources of raw materials and component products will generally be sufficient for our needs in the foreseeable future. However, our business, results of operations or financial condition could be negatively impacted if supply is insufficient for our operations.

We are dependent upon certain suppliers for components and raw materials.

We are dependent on two paper mills for the fiber used in the manufacture of our fiber-based granular products. From time to time we have experienced, and may in the future experience, some difficulty obtaining sufficient raw material to operate at optimal production levels. We continue to work with the mills to ensure a stable supply of raw material. To date, we have been able to meet all of our customer delivery requirements, but there can be no assurance that we will be able to meet future delivery requirements. Although we believe our relationships with the mills are good, the mills could decide not to continue to supply sufficient papermaking byproducts, or may not agree to continue to supply such products on commercially reasonable terms. If the mills were unable or unwilling to supply us sufficient fiber, we would be forced to find one or more alternative sources of supply of this raw material. We may be unable to find alternative supplies on commercially reasonable terms or could incur excessive transportation costs if an alternative supplier were found, which would increase our manufacturing costs, and might prevent prices for our products from being competitive or require closure of this business.

Our newly-acquired Carmanah business uses a single supplier for certain components used in its stranders. Carmanah has entered into a long-term agreement with the supplier and has had no difficulty to date obtaining sufficient supplies of these components. Although we believe our relationship with the supplier to be good, if the supplier were to terminate the agreement, we would be forced to find an alternative source of supply. Alternative sources of supply could be more expensive, which could have an adverse effect on our operating results.

Our business is subject to economic, currency, political, and other risks associated with international sales and operations.

During 2013 and 2012, approximately 63% and 61%, respectively, of our sales were to customers outside the United States, principally in Europe and China. In addition, we operate several manufacturing operations worldwide, including operations in China, Europe, Mexico, and Brazil. International revenues and operations are subject to a number of risks, including the following:

- agreements may be difficult to enforce and receivables difficult to collect through a foreign country's legal system,
- foreign customers may have longer payment cycles,
- foreign countries may impose additional withholding taxes or otherwise tax our foreign income, impose tariffs, adopt other restrictions on foreign trade, impose currency restrictions or enact other protectionist or anti-trade measures,
- worsening economic conditions may result in worker unrest, labor actions, and potential work stoppages,
- political unrest may disrupt commercial activities of ours or our customers,
- it may be difficult to repatriate funds, due to unfavorable domestic and foreign tax consequences or other restrictions or limitations imposed by foreign governments, and
- the protection of intellectual property in foreign countries may be more difficult to enforce.

Our inability to successfully identify and complete acquisitions or successfully integrate any new or previous acquisitions could have a material adverse effect on our business.

Our strategy includes the acquisition of technologies and businesses that complement or augment our existing products and services. Any such acquisition involves numerous risks that may adversely affect our future financial performance and cash flows. These risks include:

- competition with other prospective buyers resulting in our inability to complete an acquisition or in us paying a substantial premium over the fair value of the net assets of the acquired business,
- inability to obtain regulatory approvals, including antitrust approvals,
- difficulty in assimilating operations, technologies, products and the key employees of the acquired business,
- inability to maintain existing customers or to sell the products and services of the acquired business to our existing customers,
- inability to retain key management of the acquired business,
- diversion of management's attention from other business concerns,
- inability to improve the revenues and profitability or realize the cost savings and synergies expected of the acquisition,
- assumption of significant liabilities, some of which may be unknown at the time,
- potential future impairment of the value of goodwill and intangible assets acquired, and
- identification of internal control deficiencies of the acquired business.

We are required to record transaction and acquisition-related costs in the period incurred. Once completed, acquisitions may involve significant integration costs. These acquisition-related costs could be significant in a reporting period and have an adverse effect on our results of operations.

Any acquisition we complete may be made at a substantial premium over the fair value of the net identifiable assets of the acquired business. We are required to assess the realizability of goodwill and indefinite-lived intangible assets annually as well as

whenever events or changes in circumstances indicate that these assets may be impaired. These events or circumstances would generally include operating losses or a significant decline in earnings associated with the acquired business or asset, and our ability to realize the value of goodwill and indefinite-lived intangible assets will depend on the future cash flows of these businesses. For example, in 2008, we recorded a \$40.3 million impairment charge to write down the goodwill associated with the stock-preparation reporting unit within our Papermaking Systems segment. We may incur additional impairment charges to write down the value of our goodwill and acquired intangible assets in the future if the assets are not deemed recoverable, which could have a material adverse effect on our operating results.

It may be difficult for us to implement our strategies for improving internal growth.

Some of the markets in which we compete are mature and have lower growth rates. We pursue a number of strategies to improve our internal growth, including:

- strengthening our presence in selected geographic markets, including emerging markets and existing markets where we see opportunities;
- focusing on parts and consumables sales;
- using low cost manufacturing bases, such as China and Mexico;
- allocating research and development funding to products with higher growth prospects;
- developing new applications for our technologies;
- combining sales and marketing operations in appropriate markets to compete more effectively;
- finding new markets for our products; and
- continuing to develop cross-selling opportunities for our products and services to take advantage of our depth of product offerings.

We may not be able to successfully implement these strategies and these strategies may not result in the expected growth of our business.

We are exposed to fluctuations in currency exchange rates, which could adversely affect our cash flows and results of operations.

As a multinational corporation, we are exposed to fluctuations in currency exchange rates that impact our business in many ways. Although we seek to charge our customers in the same currency in which our operating costs are incurred, fluctuations in currency exchange rates may affect product demand and adversely affect the profitability in U.S. dollars of products we provide in international markets. Our subsidiaries occasionally invoice third-party customers in currencies other than their functional currency. Movements in the invoiced currency relative to the functional currency could adversely impact our cash flows and results of operations. In addition, reported revenues made in non-U.S. currencies by our subsidiaries, when translated into U.S. dollars for financial reporting purposes, fluctuate due to exchange rate movements. Any of these factors could have a material adverse impact on our business and results of operations. Furthermore, while some risks can be hedged using derivatives or other financial instruments, or may be insurable, such attempts to mitigate these risks may be costly and not always successful.

We are subject to intense competition in all our markets.

We believe that the principal competitive factors affecting the markets for our products include quality, price, service, technical expertise, and product performance and innovation. Our competitors include a number of large multinational corporations that may have substantially greater financial, marketing, and other resources than we do. As a result, they may be able to adapt more quickly to new or emerging technologies and changes in customer requirements, or to devote greater resources to the promotion and sale of their services and products. Competitors' technologies may prove to be superior to ours. Our current products, those under development, and our ability to develop new technologies may not be sufficient to enable us to compete effectively. Competition, especially in China, has increased as new companies enter the market and existing competitors expand their product lines and manufacturing operations.

Adverse changes to the soundness of our suppliers and customers could affect our business and results of operations.

All of our businesses are exposed to risk associated with the creditworthiness of our key suppliers and customers, including pulp and paper manufacturers and other industrial customers, many of which may be adversely affected by volatile conditions in the financial markets, worldwide economic downturns, and difficult economic conditions. These conditions could result in financial instability, bankruptcy, or other adverse effects at any of our suppliers or customers. The consequences of such adverse effects could include the interruption of production at the facilities of our suppliers, the reduction, delay or cancellation of customer orders, delays in or the inability of customers to obtain financing to purchase our products or pay amounts due, and bankruptcy of customers or other creditors. Any adverse changes to the soundness of our suppliers or customers may adversely affect our cash flow, profitability, and financial condition.

Changes in our effective tax rate may impact our results of operations.

We derive a significant portion of our revenue and earnings from our international operations, and are subject to income and other taxes in the U.S. and numerous foreign jurisdictions. A number of factors may cause our effective tax rate to fluctuate,

including: changes in tax rates in various jurisdictions; unanticipated changes in the amount of profit in jurisdictions with low statutory tax rates; the resolution of issues arising from tax audits with various tax authorities; changes in the valuation of our deferred tax assets and liabilities; adjustments to income taxes upon finalization of various tax returns; increases in expenses not deductible for tax purposes, including impairments of goodwill in connection with acquisitions; changes in available tax credits or our ability to utilize foreign tax credits; and changes in tax laws or the interpretation of such tax laws. Any of these factors could cause us to experience an effective tax rate significantly different from that of prior periods or current expectations, which could have an adverse effect on our results of operations or cash flows.

We may be required to reorganize our operations in response to changing conditions in the worldwide economy and the pulp and paper industry, and such actions may require significant expenditures and may not be successful.

We have undertaken various restructuring measures in the past in response to changing market conditions in the countries in which we operate and in the pulp and paper industry in general, which have affected our business. We may engage in additional cost reduction programs in the future. We may not recoup the costs of programs we have already initiated, or other programs in which we may decide to engage in the future, the costs of which may be significant. In connection with any future plant closures, delays or failures in the transition of production from existing facilities to our other facilities in other geographic regions could also adversely affect our results of operations. In addition, it is difficult to accurately forecast our financial performance in periods of economic uncertainty in a region or globally, and the efforts we have made or may make to align our cost structure may not be sufficient or able to keep pace with rapidly changing business conditions. Our profitability may decline if our restructuring efforts do not sufficiently reduce our future costs and position us to maintain or increase our sales.

Adverse changes to the soundness of financial institutions could affect us.

We have relationships with many financial institutions, including lenders under our credit facilities and insurance underwriters, and from time to time, we execute transactions with counterparties in the financial industry, such as our interest rate swap arrangement and other hedging transactions. In addition, our subsidiaries in China often hold banker's acceptance drafts that are received from customers in the normal course of business. These drafts may be discounted or used to pay vendors prior to the scheduled maturity date or submitted to an acceptance bank for payment at the scheduled maturity date. These financial institutions or counterparties could be adversely affected by volatile conditions in the financial markets, economic downturns, and difficult economic conditions. These conditions could result in financial instability, bankruptcy, or other adverse effects at these financial institutions or counterparties. We may not be able to access credit facilities in the future, complete transactions as intended, or otherwise obtain the benefit of the arrangements we have entered into with such financial parties, which could adversely affect our business and results of operations.

Our debt may adversely affect our cash flow and may restrict our investment opportunities.

We entered into a five year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to \$100 million on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional \$50 million. We have borrowed amounts under the 2012 Credit Agreement and under another agreement to fund our operations. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs, which would have the effect of increasing our total leverage. Our indebtedness could have negative consequences, including:

- increasing our vulnerability to adverse economic and industry conditions,
- limiting our ability to obtain additional financing,
- limiting our ability to pay dividends on or to repurchase our capital stock,
- limiting our ability to complete a merger or an acquisition,
- limiting our ability to acquire new products and technologies through acquisitions or licensing agreements, and
- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete.

Our existing indebtedness bears interest at floating rates and as a result, our interest payment obligations on our indebtedness will increase if interest rates increase. As of December 28, 2013, a portion of our outstanding floating rate debt was hedged through an interest rate swap agreement entered into in 2006. The unrealized loss associated with this swap agreement was \$0.8 million as of December 28, 2013. This unrealized loss represents the estimated amount for which the swap agreement could be settled. The counterparty to the swap agreement could demand an early termination of the swap agreement if we were in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and we were unable to cure the default. If this swap agreement were to be terminated prior to the scheduled maturity date and if we were required to pay cash for the value of the swap, we would incur a loss, which would adversely affect our financial results.

Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive, and other factors beyond our control. Our business may not generate sufficient cash flows to meet these obligations or to successfully execute our business strategy. The 2012 Credit Agreement includes certain financial covenants, and our failure to comply with these covenants could result in an event of default under the 2012 Credit Agreement, the swap agreement, and our other credit facilities, and would have significant negative consequences for our current operations and our future

ability to fund our operations and grow our business. If we were unable to service our debt and fund our business, we could be forced to reduce or delay capital expenditures or research and development expenditures, seek additional financing or equity capital, restructure or refinance our debt, curtail or eliminate our cash dividend to stockholders, or sell assets.

Restrictions in our 2012 Credit Agreement may limit our activities.

Our 2012 Credit Agreement contains, and future debt instruments to which we may become subject may contain, restrictive covenants that limit our ability to engage in activities that could otherwise benefit us, including restrictions on our ability and the ability of our subsidiaries to:

- incur additional indebtedness,
- pay dividends on, redeem, or repurchase our capital stock,
- make investments,
- create liens,
- sell assets,
- enter into transactions with affiliates, and
- consolidate, merge, or transfer all or substantially all of our assets and the assets of our subsidiaries.

We are also required to meet specified financial covenants under the terms of our 2012 Credit Agreement. Our ability to comply with these financial restrictions and covenants is dependent on our future performance, which is subject to prevailing economic conditions and other factors, including factors that are beyond our control such as currency exchange rates, interest rates, changes in technology, and changes in the level of competition. Our failure to comply with any of these restrictions or covenants may result in an event of default under our 2012 Credit Agreement and other loan obligations, which could permit acceleration of the debt under those instruments and require us to repay the debt before its scheduled due date. If an event of default were to occur, we might not have sufficient funds available to make the payments required under our indebtedness. If we are unable to repay amounts owed under our debt agreements, those lenders may be entitled to foreclose on and sell the collateral that secures our borrowings under the agreements.

Furthermore, our 2012 Credit Agreement requires that any amounts borrowed under the facility be repaid by the maturity date in 2018. If we are unable to roll over the amounts borrowed into a new credit facility and we do not have sufficient cash in the United States to repay our borrowings, we may need to repatriate cash from our overseas operations to fund the repayment and we would be required to pay taxes on the repatriated amounts. Such repatriation would have an adverse effect on our effective tax rate and cash flows.

We have not independently verified the results of third-party research or confirmed assumptions or judgments on which they may be based, and the forecasted and other forward-looking information contained therein is subject to inherent uncertainties.

We refer in this report and other documents that we file with the SEC to historical, forecasted and other forward-looking information published by sources such as RISI, FEA (Forest Economic Advisors), and the U.S. Census Bureau that we believe to be reliable. However, we have not independently verified this information, and with respect to the forecasted and forward-looking information, have not independently confirmed the assumptions and judgments upon which such information is based. Forecasted and other forward-looking information is necessarily based on assumptions regarding future occurrences, events, conditions and circumstances and subjective judgments relating to various matters, and is subject to inherent uncertainties. Actual results may differ materially from the results expressed or implied by, or based upon, such forecasted and forward-looking information.

Our inability to protect our intellectual property or defend ourselves against the intellectual property claims of others could have a material adverse effect on our business. In addition, litigation to enforce our intellectual property and contractual rights or defend ourselves could result in significant litigation or licensing expense.

We seek patent and trade secret protection for significant new technologies, products, and processes because of the length of time and expense associated with bringing new products through the development process and into the marketplace. We own numerous U.S. and foreign patents, and we intend to file additional applications, as appropriate, for patents covering our products. Patents may not be issued for any pending or future patent applications owned by or licensed to us, and the claims allowed under any issued patents may not be sufficiently broad to protect our technology. Any issued patents owned by or licensed to us may be challenged, invalidated, or circumvented, and the rights under these patents may not provide us with competitive advantages. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture increased market share. In addition, as our patents expire, we rely on trade secrets and proprietary know-how to protect our products. We cannot be sure the steps we have taken, or will take in the future, will be adequate to deter misappropriation of our proprietary information and intellectual property. Of particular concern are developing countries, such as China, where the laws, courts, and administrative agencies may not protect our intellectual property rights as fully as in the United States or Europe.

We seek to protect trade secrets and proprietary know-how, in part, through confidentiality and noncompetition agreements with our collaborators, employees, and consultants. These agreements may be breached, we may not have adequate remedies for any

breach, and our trade secrets may otherwise become known or be independently developed by our competitors, or our competitors may otherwise gain access to our intellectual property.

We could incur substantial costs to defend ourselves in suits brought against us, including for alleged infringement of third party rights, or in suits in which we may assert our intellectual property or contractual rights against others. An unfavorable outcome of any such litigation could have a material adverse effect on our business and results of operations.

Failure of our information systems or breaches of data security could impact our business.

We operate a geographically dispersed business and rely on the electronic storage and transmission of proprietary and confidential information, including technical and financial information, among our operations, customers and suppliers. In addition, for some of our operations, we rely on information systems controlled by third parties. As part of our ongoing effort to upgrade our current information systems, we are implementing new enterprise resource planning software to manage certain of our business operations. As we implement and add functionality, problems could arise that we have not foreseen. System failures, network disruptions and breaches of data security could limit our ability to conduct business as normal, including our ability to communicate and transact business with our customers and suppliers; result in the loss or misuse of this information, the loss of business or customers, or damage to our brand or reputation; or interrupt or delay reporting our financial results. Such system failures or unauthorized access could be caused by external theft or attack, misconduct by our employees, suppliers, or competitors, or natural disasters. In addition, the cost and operational consequences of implementing further data protection measures could be significant.

Our share price fluctuates and experiences price and volume volatility.

Stock markets in general and our common stock in particular experienced significant price and volume volatility during the 2008 to 2009 economic recession and in the second half of 2011, and may experience significant price and volume volatility from time to time in the future. The market price and trading volume of our common stock may continue to be subject to significant fluctuations due not only to general stock market conditions but also to a change in sentiment in the market regarding our operations, business prospects, or future funding. Given the nature of the markets in which we participate and the volatility of orders, we may not be able to reliably predict future revenues and profitability, and unexpected changes may cause us to adjust our operations. A large proportion of our costs are fixed, due in part to our significant selling, research and development, and manufacturing costs. Thus, small declines in revenues could disproportionately affect our operating results. Other factors that could affect our share price and quarterly operating results include:

- failure of our products to pass contractually agreed upon acceptance tests, which would delay or prohibit recognition of revenues under applicable accounting guidelines,
- changes in the assumptions used for revenue recognized under the percentage-of-completion method of accounting,
- fluctuations in revenues due to customer-initiated delays in product shipments,
- failure of a customer, particularly in Asia, to comply with an order's contractual obligations or inability of a customer to provide financial assurances of performance,
- adverse changes in demand for and market acceptance of our products,
- competitive pressures resulting in lower sales prices for our products,
- adverse changes in the pulp and paper industry,
- delays or problems in our introduction of new products,
- delays or problems in the manufacture of our products,
- our competitors' announcements of new products, services, or technological innovations,
- contractual liabilities incurred by us related to guarantees of our product performance,
- increased costs of raw materials or supplies, including the cost of energy,
- changes in the timing of product orders,
- changes in the estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, or expenses,
- the impact of new acquisition accounting, including the treatment of acquisition and restructuring costs as period costs,
- fluctuations in our effective tax rate,
- the operating and share price performance of companies that investors consider to be comparable to us, and
- changes in global financial markets and global economies and general market conditions.

Anti-takeover provisions in our charter documents and under Delaware law could prevent or delay transactions that our shareholders may favor.

Provisions of our charter and bylaws may discourage, delay, or prevent a merger or acquisition that our shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares. For example, these provisions:

- authorize the issuance of "blank check" preferred stock without any need for action by shareholders,
- provide for a classified board of directors with staggered three-year terms,
- require supermajority shareholder voting to effect various amendments to our charter and bylaws,
- eliminate the ability of our shareholders to call special meetings of shareholders,
- prohibit shareholder action by written consent, and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted on by shareholders at shareholder meetings.

Prior to July 2011, we had a shareholder rights plan, which may have had anti-takeover effects under certain circumstances. This shareholder rights plan expired by its terms in July 2011 and was not renewed by our board of directors. However, our board of directors could adopt a new shareholder rights plan in the future that could have anti-takeover effects and might discourage, delay, or prevent a merger or acquisition that our board of directors does not believe is in our best interests and those of our shareholders, including transactions in which shareholders might otherwise receive a premium for their shares.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 2. Properties

We believe that our facilities are in good condition and are suitable and adequate for our present operations. We do not anticipate significant difficulty in obtaining lease renewals or alternative space as needed. The location and general character of our principal properties as of year-end 2013 are as follows:

Papermaking Systems Segment

We own approximately 1,846,000 square feet and lease approximately 166,000 square feet, under leases expiring on various dates ranging from 2014 to 2018, of manufacturing, engineering, and office space. In addition, in China, we lease the land associated with our buildings under long-term leases, which expire on dates ranging from 2049 to 2061. Our principal engineering and manufacturing facilities are located in Vitry-le-Francois, France; Jining, China; Valinhos, Brazil; Three Rivers, Michigan, U.S.A; Auburn, Massachusetts, U.S.A; Theodore, Alabama, U.S.A; Weesp, The Netherlands; Wuxi, China; Hindas, Sweden; Guadalajara, Mexico; Bury, England; Norrkoping, Sweden; Mason, Ohio, U.S.A; Huskvarna, Sweden; and Summerstown, Ontario, Canada.

Wood Processing Systems Segment

We lease approximately 56,000 square feet of manufacturing and office space located in Surrey, British Columbia, Canada.

Fiber-based Products

We own approximately 31,000 square feet of manufacturing and office space located in Green Bay, Wisconsin. We also lease approximately 50,000 square feet of manufacturing space located in Green Bay, Wisconsin, on a tenant-at-will basis.

Corporate

We lease approximately 12,000 square feet in Westford, Massachusetts, for our corporate headquarters under a lease expiring in 2017.

Item 3. Legal Proceedings

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Market Price of Common Stock

Our common stock trades on the New York Stock Exchange under the symbol "KAI". The closing market price on the New York Stock Exchange for our common stock on February 14, 2014 was \$35.90 per share.

The following table sets forth the high and low sales prices of our common stock for 2013 and 2012, as reported in the consolidated transaction reporting system.

Quarter	2013		2012	
	High	Low	High	Low
First	\$ 28.74	\$ 24.10	\$ 26.00	\$ 21.49
Second	32.20	24.15	27.10	21.00
Third	35.04	30.32	25.19	20.50
Fourth	41.95	31.11	26.97	21.59

We did not declare or pay any dividends on our common stock in 2012. The following table sets forth the per share dividends declared on our common stock for 2013.

Quarter	2013
First	\$ 0.125
Second	0.125
Third	0.125
Fourth	0.125

On March 5, 2014, our board of directors raised our quarterly cash dividend to \$0.15 per share and we expect to pay comparable cash dividends in the future. Nonetheless, the payment of dividends in the future will be at the discretion of the board of directors and will depend upon, among other factors, our earnings, capital requirements, and financial condition. The payment of cash dividends is subject to our compliance with the consolidated leverage ratio contained in our 2012 Credit Agreement.

Holders of Common Stock

As of February 14, 2014, we had approximately 3,789 holders of record of our common stock. This does not include holdings in street or nominee name.

Issuer Purchases of Equity Securities

The following table provides information about purchases by us of our common stock during the fourth quarter of 2013:

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased (1)(2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans (1)(2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans
9/29/13 – 10/31/13	–	–	–	\$ 11,826,131
11/1/13 – 11/30/13	50,000	\$ 37.73	50,000	\$ 18,113,497
12/1/13 – 12/28/13	–	\$ –	–	\$ 18,113,497
Total	50,000	\$ 37.73	50,000	

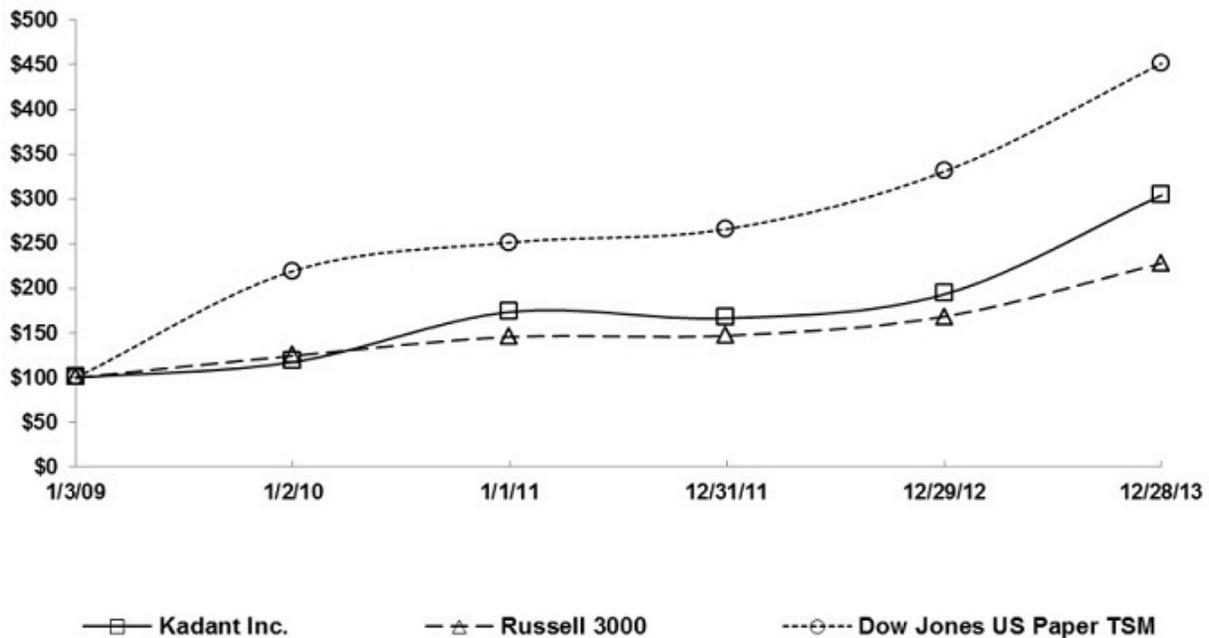
(1) On October 29, 2012, our board of directors approved the repurchase by us of up to \$20 million of our equity securities during the period from November 7, 2012 to November 7, 2013. In the fourth quarter of 2013, no shares were repurchased under this authorization.

(2) On November 4, 2013, our board of directors approved the repurchase by us of up to \$20 million of our equity securities during the period from November 8, 2013 to November 8, 2014. Repurchases may be made in public or private transactions, including under Securities Exchange Act Rule 10b-5-1 trading plans. In the fourth quarter of 2013, we repurchased 50,000 shares of our common stock for \$1.9 million under this authorization.

Performance Graph

This performance graph compares the cumulative, five-year total shareholder return assuming an investment of \$100 (and the reinvestment of dividends) in our common stock, the Russell 3000 Stock Index and the Dow Jones U.S. Paper Total Stock Market (TSM) Index. Our common stock trades on the New York Stock Exchange under the ticker symbol "KAI." Because our fiscal year ends on a Saturday, the graph values are calculated using the last trading day prior to the end of our fiscal year.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN
Among Kadant Inc., the Russell 3000 Index, and the Dow Jones US Paper TSM Index



	1/3/09	1/2/10	1/1/11	12/31/11	12/29/12	12/28/13
Kadant Inc.	100.00	117.53	173.56	166.49	193.37	304.18
Russell 3000	100.00	124.57	145.66	147.16	168.42	227.86
Dow Jones U.S. Paper Total Stock Market	100.00	219.38	251.35	266.35	330.67	451.57

Item 6. Selected Financial Data

(In thousands, except per share amounts)	2013 (a)	2012	2011 (b)	2010 (c)	2009 (d)
Statement of Operations Data					
Revenues	\$ 344,499	\$ 331,751	\$ 335,460	\$ 270,029	\$ 225,565
Operating Income (Loss)	33,303	36,444	38,710	24,949	(474)
Amounts Attributable to Kadant:					
Income (Loss) from Continuing Operations	23,481	30,880	33,584	18,409	(5,906)
(Loss) Income from Discontinued Operation	(62)	743	(9)	98	(18)
Net Income (Loss)	\$ 23,419	\$ 31,623	\$ 33,575	\$ 18,507	\$ (5,924)
Earnings (Loss) per Share for Continuing Operations:					
Basic	\$ 2.11	\$ 2.70	\$ 2.77	\$ 1.49	\$ (0.48)
Diluted	\$ 2.07	\$ 2.66	\$ 2.74	\$ 1.48	\$ (0.48)
Earnings (Loss) per Share:					
Basic	\$ 2.10	\$ 2.76	\$ 2.77	\$ 1.50	\$ (0.48)
Diluted	\$ 2.07	\$ 2.73	\$ 2.74	\$ 1.48	\$ (0.48)
Cash Dividend Declared per Common Share	\$ 0.50	\$ —	\$ —	\$ —	\$ —
Balance Sheet Data					
Working Capital (e)	\$ 106,486	\$ 100,301	\$ 78,499	\$ 79,006	\$ 66,917
Total Assets	442,168	358,948	358,398	336,772	307,656
Long-Term Obligations	38,010	6,250	11,750	17,250	22,750
Stockholders' Equity	270,421	249,967	223,630	207,301	194,031

(a) Reflects a \$1.7 million pre-tax gain on the sale of real estate and \$1.8 million of pre-tax restructuring costs.

(b) Reflects a \$2.3 million pre-tax gain on the sale of real estate and \$0.4 million of pre-tax restructuring costs.

(c) Reflects a \$1.0 million pre-tax gain on the sale of real estate, a \$0.2 million pre-tax curtailment gain, and \$0.2 million of pre-tax restructuring costs.

(d) Reflects \$4.4 million of pre-tax restructuring costs.

(e) Includes (\$0.1) million, \$0.1 million, (\$2.0) million, (\$2.0) million, and (\$1.9) million in 2013, 2012, 2011, 2010, and 2009, respectively, associated with the discontinued operation.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made throughout this Management's Discussion and Analysis of Financial Condition and Results of Operations to Notes included in our consolidated financial statements beginning on page F-1 of this Report.

Overview*Company Overview*

We are a leading global supplier of equipment used in process industries, including papermaking, paper recycling, and OSB. In addition, we manufacture granules made from papermaking byproducts. We have a large customer base that includes most of the world's major paper and OSB manufacturers. We believe our large installed base provides us with a spare parts and consumables business that yields higher margins than our capital equipment business.

Our continuing operations are comprised of two reportable operating segments: Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products. Through our Papermaking Systems segment, we develop, manufacture, and market a range of equipment and products for the global papermaking, paper recycling, and process industries. Through our Wood Processing Systems segment, we design, manufacture, and market stranders and related equipment used in the production of oriented strand board, an engineered wood panel product used primarily in home construction, and sell debarking and wood chipping equipment used in the forest products and the pulp and paper industries. The 2013 results for the Wood Processing Systems segment are included in "Other" within management's discussion and analysis of financial condition and results of operations. Through our Fiber-based Products business, we manufacture and sell granules derived from pulp fiber for use as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

2013 Acquisitions

Our Papermaking Systems segment acquired all the outstanding stock of Companhia Brasileira de Tecnologia Industrial (CBTI) for approximately \$8.1 million in cash and \$0.5 million in assumed liabilities owed to us. CBTI was a long-time licensee of our doctoring, cleaning, filtration, and stock preparation products. In addition, our Papermaking Systems segment acquired certain assets of a Sweden-based developer and supplier of high-efficiency cleaners and approach flow systems for approximately \$7.1 million in cash. This acquisition expanded our product offerings in our Stock-Preparation product line, particularly for virgin pulp and approach flow applications.

We acquired all the outstanding shares of Carmanah for \$51.6 million, subject to a post-closing adjustment. Carmanah, located in Surrey, British Columbia, Canada is a global leader in the design and manufacture of stranders and related equipment used in the production of oriented strand board. Carmanah also supplies debarking and wood chipping equipment used in the forest products and the pulp and paper industries. The results for Carmanah are included in our Wood Processing Systems segment.

International Sales

During 2013 and 2012, approximately 63% and 61%, respectively, of our sales were to customers outside the United States, principally in Europe and China. We generally seek to charge our customers in the same currency in which our operating costs are incurred. However, our financial performance and competitive position can be affected by currency exchange rate fluctuations affecting the relationship between the U.S. dollar and foreign currencies. We seek to reduce our exposure to currency fluctuations through the use of forward currency exchange contracts. We may enter into forward contracts to hedge certain firm purchase and sale commitments denominated in currencies other than our subsidiaries' functional currencies. These contracts hedge transactions principally denominated in U.S. dollars.

Application of Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of our consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Our actual results may differ from these estimates under different assumptions or conditions.

Critical accounting policies are defined as those that entail significant judgments and uncertainties, and could potentially result in materially different results under different assumptions and conditions. We believe that our most critical accounting policies upon which our financial position depends, and which involve the most complex or subjective decisions or assessments, are those described below. For a discussion on the application of these and other accounting policies, see Note 1 to the consolidated financial statements.

Revenue Recognition and Accounts Receivable. We enter into arrangements with customers that have multiple deliverables, such as equipment and installation, and we recognize revenues and profits on certain long-term contracts using the percentage-of-completion method of accounting.

- *Revenue Recognition Methods.* We recognize revenue under Accounting Standards Codification (ASC) 605, "Revenue Recognition" (ASC 605), when the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or service has been rendered, the sales price is fixed or determinable, and collectability is reasonably assured. Under ASC 605, when the terms of sale include customer acceptance provisions, and compliance with those provisions cannot be demonstrated until customer acceptance, we recognize revenues upon such acceptance. Provisions for discounts, warranties, returns, and other adjustments are provided for in the period in which the related sales are recorded.

Most of our revenue is recognized in accordance with the accounting policies in the preceding paragraph. However, when a sale arrangement involves multiple elements, such as equipment and installation, we consider the guidance in ASC 605. Such transactions are evaluated to determine whether the deliverables in the arrangement represent separate units of accounting based on the following criteria: the delivered item has value to the customer on a stand-alone basis, and if the contract includes a general right of return relative to the delivered item, delivery or performance of the undelivered item is considered probable and substantially under our control. Revenue is allocated to each unit of accounting or element based on relative selling prices. We determine relative selling prices by using either vendor-specific objective evidence (VSOE) if that exists, or third-party evidence of selling price. When neither VSOE or third-party evidence of selling price exists for a deliverable, we use our best estimate of the selling price for that deliverable. In cases in which elements cannot be treated as separate units of accounting, the elements are combined into a single unit of accounting for revenue recognition purposes.

The complexity of all issues related to the assumptions, risks, and uncertainties inherent in the application of ASC 605 affects the amounts reported as revenues in our consolidated financial statements. Under ASC 605, we may not be able to reliably predict future revenues and profitability due to the difficulty of estimating when installation will be performed or when we will meet the contractually agreed upon performance tests, which can delay or prohibit recognition of revenues. The determination of when we install the equipment or fulfill the performance guarantees is largely dependent on our customers, their willingness to allow installation of the equipment or performance of the appropriate tests in a timely manner, and their cooperation in addressing possible problems that would impede achievement of the performance guarantee criteria. Unexpected changes in the timing related to the completion of installation or performance guarantees could cause our revenues and earnings to be significantly affected.

- *Percentage-of-Completion.* Revenues recorded under the percentage-of-completion method of accounting pursuant to ASC 605 were \$19.8 million in 2013, \$42.2 million in 2012, and \$29.2 million in 2011. We determine the percentage of completion by comparing the actual costs incurred to date to an estimate of total costs to be incurred on each contract. If a loss is indicated on any contract in process, a provision is made currently for the entire loss. Our contracts generally provide for billing of customers upon the attainment of certain milestones specified in each contract. Revenues earned on contracts in process in excess of billings are classified as unbilled contract costs and fees, and amounts billed in excess of revenues are classified as billings in excess of contract costs and fees. The estimation process under the percentage-of-completion method affects the amounts reported in our consolidated financial statements. A number of internal and external factors affect our percentage-of-completion and cost of sales estimates, including labor rate and efficiency variances, estimates of warranty costs, estimated future material prices from vendors, and customer specification and testing requirements. Although we make every effort to ensure the accuracy of our estimates in the application of this accounting policy, if our actual results were to differ from our estimates, or if we were to use different assumptions, it is possible that materially different amounts could be reported as revenues in our consolidated financial statements.
- *Completed Contract Method.* For long-term contracts that do not meet the criteria under ASC 605-35 to be accounted for under the percentage-of-completion method, we recognize revenue using the completed contract method. When using the completed contract method, we recognize revenue when the contract has been substantially completed, the product has been delivered, and, if applicable, the customer acceptance criteria have been met.

We exercise judgment in determining our allowance for bad debts, which is based on our historical collection experience, current trends, credit policies, specific customer collection issues, and accounts receivable aging categories. In determining this allowance, we look at historical writeoffs of our receivables. We also look at current trends in the credit quality of our customer base as well as changes in our credit policies. We perform ongoing credit evaluations of our customers and adjust credit limits based upon payment history and each customer's current creditworthiness. We continuously monitor collections and payments from our customers. In addition, in some instances we utilize letters of credit as a way to mitigate credit exposure. While actual bad debts have historically been within our expectations and the provisions established, we cannot guarantee that we will continue to experience the same rate of bad debts that we have had in the past. A significant change in the liquidity or financial position of any of our customers could result in the uncollectibility of the related accounts receivable and could adversely affect our operating results and cash flows in that period.

Warranty Obligations. We offer warranties of various durations to our customers depending upon the specific product and terms of the customer purchase agreement. We typically negotiate terms regarding warranty coverage and length of warranty depending on the products and their applications. Our standard mechanical warranties require us to repair or replace a defective product during the warranty period at no cost to the customer. We record an estimate for warranty-related costs at the time of sale based on our actual historical occurrence rates and repair costs, as well as other analytical tools for estimating future warranty claims. These estimates are revised for variances between actual and expected claims rates. While our warranty costs have historically been within our expectations and the provisions established, we may not continue to experience the same warranty return rates or repair costs that we have in the past.

A significant increase in warranty occurrence rates or costs to repair our products would lead to an increase in the warranty provision and could have a material adverse impact on our consolidated results for the period or periods in which such returns or additional costs occur.

Income Taxes. We operate in numerous countries under many legal forms and, as a result, are subject to the jurisdiction of numerous domestic and non-U.S. tax authorities, as well as to tax agreements and treaties among these governments. Determination of taxable income in any jurisdiction requires the interpretation of the related tax laws and regulations and the use of estimates and assumptions regarding significant future events, such as the amount, timing and character of deductions, permissible revenue recognition methods under the tax law and the sources and character of income and available tax credits. Changes in tax laws, regulations, agreements and treaties, currency-exchange restrictions or our level of operations or profitability in each taxing jurisdiction could have an impact upon the amount of current and deferred tax balances and our results of operations.

We estimate the degree to which our deferred tax assets on deductible temporary differences and tax loss or credit carryforwards will result in an income tax benefit based on the expected profitability by tax jurisdiction, and provide a valuation allowance for these deferred tax assets if it is more likely than not that they will not be realized in the future. If it were to become more likely than not that these deferred tax assets would be realized, we would reverse the related valuation allowance. Our tax valuation allowance was \$13.9 million at year-end 2013. Should our actual future taxable income by tax jurisdiction vary from our estimates, additional allowances or reversals thereof may be necessary. When assessing the need for a valuation allowance in a tax jurisdiction, we evaluate the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. As part of this evaluation, we consider our cumulative three-year history of earnings before income taxes, taxable income in prior carryback years, future reversals of existing taxable temporary differences, prudent and feasible tax planning strategies, and expected future results of operations. As of year-end 2013, we continued to maintain a valuation allowance in the U.S. against our state operating loss carryforwards due to the uncertainty of future profitability in state jurisdictions in the U.S. As of year-end 2013, we maintained a full valuation allowance in certain foreign jurisdictions because of the uncertainty of future profitability. In the ordinary course of business there is inherent uncertainty in quantifying our income tax positions. It is our policy to provide for uncertain tax positions and the related interest and penalties based upon our assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At year-end 2013, we believe that we have appropriately accounted for any liability for unrecognized tax benefits. To the extent we prevail in matters for which a liability for an unrecognized tax benefit is established or are required to pay amounts in excess of the liability, our effective tax rate in a given financial statement period may be affected.

We reinvest certain earnings of our international subsidiaries indefinitely, and accordingly, we do not provide for U.S. income taxes that could result from the remittance of such foreign earnings. Through year-end 2013, we have not provided for U.S. income taxes on approximately \$145.9 million of unremitted foreign earnings. The U.S. tax cost has not been determined due to the fact that it is not practicable to estimate at this time. The related foreign tax withholding, which would be required if we were to remit these foreign earnings to the U.S., would be approximately \$2.0 million.

Valuation of Goodwill and Intangible Assets. We evaluate the recoverability of goodwill and indefinite-lived intangible assets as of the end of each fiscal year, or more frequently if events or changes in circumstances, such as a significant decline in sales, earnings, or cash flows, or material adverse changes in the business climate, indicate that the carrying value of an asset might be impaired. In 2011, we adopted an Accounting Standards Update (ASU) that allows for the goodwill impairment analysis to start with an assessment of qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. At December 28, 2013 and December 29, 2012, we performed a qualitative goodwill impairment analysis. These impairment analyses included an assessment of certain qualitative factors including, but not limited to, the results of prior fair value calculations, the movement of our share price and market capitalization, the reporting unit and overall financial performance, and macroeconomic and industry conditions. We considered the qualitative factors and weighed the evidence obtained, and we determined that it is not more likely than not that the fair value of any of the reporting units is less than its carrying amount. Although we believe the factors considered in the impairment analysis are reasonable, significant changes in any one of the assumptions used could produce a different result.

If, after assessing the qualitative factors, we were to determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then we would perform a two-step impairment test (a quantitative analysis). In the first step of the two-step impairment test, fair values are primarily established using a discounted cash flow methodology (specifically, the income approach). The determination of discounted cash flows is based on our long-range forecasts and requires assumptions related to revenue and operating income growth, asset-related expenditures, working capital levels, and other market participant assumptions. The revenue growth rates included in the forecasts are our best estimates based on current and anticipated market conditions, and the profitability assumptions are projected based on current and anticipated cost structures. Long-range forecasting involves uncertainty which increases with each successive period. Key assumptions, such as revenue growth rates and profitability, especially in the outer years involve a greater degree of uncertainty.

At December 28, 2013 and December 29, 2012, we performed a quantitative impairment analysis on our indefinite-lived intangible asset and determined that the asset was not impaired.

Intangible assets subject to amortization are evaluated for impairment if events or changes in circumstances indicate that the carrying value of an asset might be impaired. No indicators of impairment were identified in 2013 or 2012.

Our judgments and assumptions regarding the determination of the fair value of an intangible asset or goodwill associated with an acquired business could change as future events impact such fair values. A prolonged economic downturn, weakness in demand for our products, especially capital equipment products, or contraction in capital spending by paper companies or OSB manufacturers in our key markets could negatively affect the revenue and profitability assumptions used in our assessment of goodwill and intangible assets, which could result in additional impairment charges. Any future impairment loss could have a material adverse effect on our long-term assets and operating expenses in the period in which an impairment is determined to exist.

Inventories. We value our inventory at the lower of the actual cost (on a first-in, first-out; or weighted average basis) or market value and include materials, labor, and manufacturing overhead. We regularly review inventory quantities on hand and compare these amounts to historical and forecasted usage of and demand for each particular product or product line. We record a charge to cost of revenues for excess and obsolete inventory to reduce the carrying value of the inventories to net realizable value. Inventory writedowns have historically been within our expectations and the provisions established. A significant decrease in demand for our products could result in an increase in the amount of excess inventory quantities on hand, resulting in a charge for the writedown of that inventory in that period. In addition, our estimates of future product usage or demand may prove to be inaccurate, resulting in an understated or overstated provision for excess and obsolete inventory. Therefore, although we make every effort to ensure the accuracy of our forecasts of future product usage and demand, any significant unanticipated changes in demand or technological developments could have a significant impact on the value of our inventory and our reported operating results.

Pension and Other Retiree Benefits. We sponsor a noncontributory defined benefit retirement plan for the benefit of eligible employees at our Kadant Solutions division and the corporate office. Our unfunded benefit obligation related to this plan totaled \$1.7 million at year-end 2013 and the fair value of plan assets totaled \$26.1 million. In addition, several of our U.S. and non-U.S. subsidiaries sponsor defined benefit pension and other retiree benefit plans with an aggregate unfunded benefit obligation of \$5.6 million at year-end 2013.

The cost and obligations of these arrangements are calculated using many assumptions to estimate the benefits that the employee earns while working, the amount of which cannot be completely determined until the benefit payments cease. Major assumptions used in accounting for these employee benefit plans include the discount rate, expected return on plan assets and rate of increase in employee compensation levels. Assumptions are determined based on Company data and appropriate market indicators in consultation with third-party actuaries, and are evaluated each year as of the plans' measurement dates. The fair value of plan assets is determined based on quoted market prices and observable market inputs. The unrecognized actuarial loss associated with these plans totaled \$6.9 million at year-end 2013, \$0.4 million of which we expect to recognize in 2014. Should any of these assumptions change, they would have an effect on net periodic pension costs and the unfunded benefit obligation. The projected benefit obligation and expense associated with these plans are sensitive to changes in the discount rate. For the noncontributory benefit retirement plan at our Kadant Solutions division, a 50 basis point decrease in the 2013 discount rate would have resulted in an increase in pension expense of \$0.2 million and an increase in the projected benefit obligation of \$2.1 million.

Industry and Business Outlook

Our products are primarily sold in global process industries, including papermaking, paper recycling, and OSB. Our bookings were \$343 million in 2013, including \$25 million from acquisitions, compared to \$300 million in 2012. The paper industry in North America has remained relatively stable in 2013 with good performance in some grades, such as containerboard, while demand for printing, writing, and newsprint grades continues to decline. Operating rates in the relatively strong containerboard sector were 96% for 2013, while printing and writing grades in North America were 86%. The housing market in North America continues to show signs of recovery. Our bookings in North America were \$162 million in 2013, up 10% compared to 2012. The paper industry in Europe continues to be weak, but investments in upgrades to papermaking equipment are continuing, albeit at a moderate pace. Our bookings in Europe were \$84 million in 2013, up 12% compared to 2012. Our bookings in China were \$50 million in 2013, up 27% compared to 2012; however, the overall economy in China has been slowing with 2013 economic growth at 7.7% and over-capacity in the paper industry negatively impacting investments. In South America, the Brazilian economy advanced slightly in 2013 and industrial production grew only 1.2%. Despite this current slowdown, tissue and containerboard demand is expected to grow in Brazil at a rate of five to seven percent per year over the next five years based on forecasts by Resource Information Systems Inc. analysts. Our bookings in South America benefited from our acquisition of our Brazilian licensee in 2013 increasing 53% to \$28 million in 2013 compared to \$18 million in 2012.

We expect to achieve GAAP (generally accepted accounting principles) diluted earnings per share (EPS) from continuing operations of \$0.38 to \$0.40 in the first quarter of 2014 on revenues of \$94 to \$96 million. Our first quarter guidance includes estimated restructuring costs of \$0.02 per share and estimated expense of \$0.15 per share associated with acquired profit in inventory and backlog from our acquisitions in 2013. For the full year, we expect to achieve GAAP diluted EPS of \$2.60 and \$2.70 on revenues of \$405 to \$415 million. The full year guidance includes estimated restructuring costs of \$0.02 per share and estimated expense of \$0.19 per share associated with acquired profit in inventory and backlog from our acquisitions in 2013. We expect the first quarter of 2014 to be our weakest quarter of the year due to relatively lower revenues and the impact of expenses associated with acquired profit in inventory and backlog. We are projecting improved bookings in the first half of 2014 and expect an increase in revenues and earnings in the second quarter of 2014 and for the remaining quarters of the year.

Results of Operations

2013 Compared to 2012

The following table sets forth our consolidated statement of income expressed as a percentage of total revenue:

	2013	2012
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	54	56
Selling, general, and administrative expenses	34	31
Research and development expenses	2	2
Restructuring costs and other expense (income), net	—	—
	<u>90</u>	<u>89</u>
Operating Income	10	11
Interest Income (Expense), Net	—	—
Income from Continuing Operations Before Provision for Income Taxes	10	11
Provision for Income Taxes	3	2
Income from Continuing Operations	<u>7%</u>	<u>9%</u>

Revenues

Revenues for 2013 and 2012 are as follows:

(In thousands)	2013	2012
Revenues:		
Papermaking Systems	\$ 328,708	\$ 321,026
Other	15,791	10,725
	<u>\$ 344,499</u>	<u>\$ 331,751</u>

Papermaking Systems Segment. Revenues at the Papermaking Systems segment increased \$7.7 million, or 2%, to \$328.7 million in 2013 from \$321.0 million in 2012. The 2013 period included \$20.8 million in revenues from acquisitions and an increase of \$3.8 million from the favorable effects of currency translation, largely offset by decreased demand for our capital products in our Stock-Preparation product line.

Other. Revenues from our other businesses increased \$5.1 million, or 47%, to \$15.8 million in 2013 from \$10.7 million in 2012 due to the inclusion of \$4.6 million in revenues from our acquisition of Carmanah in the fourth quarter of 2013.

Papermaking Systems Segment by Product Line. The following table presents revenues for our Papermaking Systems segment by product line, the changes in revenues by product line between 2013 and 2012, and the changes in revenues by product line between 2013 and 2012 excluding the effect of currency translation. The increase (decrease) in revenues excluding the effect of currency translation represents the increase (decrease) resulting from the conversion of 2013 revenues in local currency into U.S. dollars at the 2012 exchange rates, and then comparing this result to the actual revenues in 2012. The presentation of the changes in revenues by product line excluding the effect of currency translation and acquisitions is a non-GAAP measure. We believe this non-GAAP measure helps investors gain an understanding of our underlying operations, consistent with how management measures and forecasts our performance, especially when comparing such results to prior periods or forecasts. This non-GAAP measure should not be considered superior to or a substitute for the corresponding GAAP measure.

(In millions)	2013	2012	Increase (Decrease)	Increase (Decrease) Excluding Effect of Currency Translation
Papermaking Systems Product Lines:				
Stock-Preparation	\$ 122.7	\$ 123.9	\$ (1.2)	\$ (3.6)
Doctoring, Cleaning, & Filtration	112.6	104.5	8.1	7.1
Fluid-Handling	93.4	92.6	0.8	0.4
	<u>\$ 328.7</u>	<u>\$ 321.0</u>	<u>\$ 7.7</u>	<u>\$ 3.9</u>

Revenues in our Stock-Preparation product line in 2013 included \$13.1 million in revenues from acquisitions and an increase of \$2.4 million from the favorable effect of currency translation compared to 2012. Excluding revenues from acquisitions and the favorable effect of currency translation, revenues in our Stock-Preparation product line decreased \$16.7 million, or 13%, due to lower demand for capital products at our North American, and to a lesser extent, Chinese operations. Revenues in our Doctoring, Cleaning, & Filtration product line in 2013 included \$6.4 million in revenues from acquisitions and an increase of \$1.0 million from the favorable effect of currency translation compared to 2012. Excluding revenues from acquisitions and the favorable effect of currency translation, revenues from our Doctoring, Cleaning, & Filtration product line in 2013 increased \$0.7 million, or 1%, compared to 2012 primarily due to increased demand for our parts and consumables products. Revenues in our Fluid-Handling product line increased \$0.8 million, or 1%, in 2013 compared to 2012, including \$1.3 million from acquisitions and an increase of \$0.4 million from the favorable effect of currency translation.

Gross Profit Margin

Gross profit margins for 2013 and 2012 are as follows:

	<u>2013</u>	<u>2012</u>
Gross Profit Margin:		
Papermaking Systems	46.1%	43.7%
Other	38.9%	50.1%
	<u>45.8%</u>	<u>43.9%</u>

Papermaking Systems Segment. The gross profit margin at the Papermaking Systems segment increased to 46.1% in 2013 from 43.7% in 2012 due to the sale of an increased proportion of parts and consumables products as well as higher margins achieved on our parts and consumables products.

Other. The gross profit margin at our other businesses decreased to 38.9% in 2013 from 50.1% in 2012 primarily due to the inclusion of a relatively low gross profit margin from our Carmanah acquisition in 2013 as a result of \$1.1 million of expense related to acquired profit in inventory.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues were 34% and 31% in 2013 and 2012, respectively. Selling, general, and administrative expenses increased \$14.5 million, or 14%, to \$117.6 million in 2013 from \$103.1 million in 2012, including increases of \$11.2 million from selling, general, and administrative expenses from our acquisitions as well as transaction-related expenses, and \$1.0 million from the unfavorable effect of foreign currency translation.

Total stock-based compensation expense was \$5.2 million and \$4.8 million in 2013 and 2012, respectively, and is included in selling, general, and administrative expenses.

Research and development expenses increased \$0.7 million, or 13%, to \$6.7 million in 2013 from \$6.0 million in 2012 and represented 2% of revenues in both periods. The increase in research and development expenses in 2013 primarily related to product development costs in our Stock-Preparation product line.

Restructuring Costs and Other Expense (Income), Net

Restructuring costs and other expense (income), net were costs of \$0.1 million and \$0.3 million in 2013 and 2012, respectively.

We recorded net costs of \$0.1 million in 2013, including restructuring charges of \$1.8 million, net of a pre-tax gain of \$1.7 million on the sale of assets in China. The restructuring costs included severance costs of \$1.1 million associated with the reduction of 22 employees in Brazil and severance costs of \$0.5 million associated with the reduction of 25 employees in Sweden. Also included in restructuring costs were facility-related costs of \$0.2 million. We estimate annualized savings of \$1.3 million in selling, general, and administrative expenses and \$1.7 million in cost of revenues once these restructuring actions have been completed. These actions were taken to streamline our operations as a result of our recent acquisitions. All of these items occurred in the Papermaking Systems segment.

We recorded other expense of \$0.3 million in 2012 resulting from accelerated depreciation associated with the disposal of equipment in China related to a facility consolidation.

Interest Income

Interest income increased \$0.3 million, or 95%, to \$0.6 million in 2013 from \$0.3 million in 2012 primarily due to higher average interest rates in 2013.

Interest Expense

Interest expense increased \$0.1 million, or 8%, to \$0.9 million in 2013 from \$0.8 million in 2012 primarily due to higher average outstanding borrowings in 2013.

Provision for Income Taxes

Our provision for income taxes was \$9.3 million and \$4.9 million in 2013 and 2012, respectively, and represented 28% and 14% of pre-tax income. The effective tax rate of 28% in 2013 included a recurring rate of 31%, offset in part by a 3% discrete tax benefit primarily due to the reduction of the 2012 U.S. tax cost of foreign earnings and a benefit from the 2012 U.S. research and development tax credit, both of which resulted from U.S. tax legislation enacted in January 2013. In addition, our effective tax rate in 2013 benefited from the release of valuation allowances in the U.S. and several foreign jurisdictions due to an increase in current year and projected future income. The effective tax rate of 14% in 2012 included a recurring rate of 26%, offset in part by a 12% discrete tax benefit primarily associated with the reversal of the valuation allowance related to U.S. foreign tax credits. The reversal of the valuation allowance related to a change in our judgment with respect to the future utilization of the credits due to expected profitability and foreign source income in the U.S. We expect our effective tax rate in 2014 will increase slightly compared to 2013, including increases related to the U.S. tax cost of foreign earnings and research and development tax credits, both due to the expiration of U.S. tax legislation at the end of 2013, and the reversal of valuation allowances in 2013. These increases will be partially offset by tax benefits related to the worldwide distribution of earnings, the reversal of certain tax reserves, and a decrease in nondeductible expenses.

Income from Continuing Operations

Income from continuing operations decreased \$7.4 million, or 24%, to \$23.7 million in 2013 from \$31.1 million in 2012, including a decrease in operating income of \$3.1 million and an increase in provision for income taxes of \$4.5 million (see *Revenues*, *Gross Profit Margin*, *Operating Expenses*, and *Provision for Income Taxes* discussed above).

(Loss) Income from Discontinued Operation

(Loss) income from the discontinued operation included a loss of \$0.1 million in 2013 compared to income of \$0.7 million in 2012. The 2012 period included pre-tax income of \$1.2 million from the discontinued operation primarily due to a benefit of \$1.6 million from the reduction in the estimated claims associated with the class action lawsuit, partially offset by legal and associated costs of \$0.4 million.

Recent Accounting Pronouncements

Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. In July 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2013-11. Currently, GAAP does not include explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This ASU clarifies that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except as follows: to the extent a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. This ASU applies to all entities that have unrecognized tax benefits when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists at the reporting date. This ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013, although early adoption is permitted. This ASU will be applied prospectively to all unrecognized tax benefits that exist at the effective date. We have not yet adopted this ASU and we are currently evaluating the effect it will have on our consolidated financial statements.

Derivatives and Hedging (Topic 815): Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes. In July 2013, the FASB issued ASU No. 2013-10. This ASU permits the Fed Funds Effective Swap Rate (OIS) to be used as a U.S. benchmark interest rate for hedge accounting purposes, in addition to the U.S. government treasury obligation rate and the London Interbank Offered Rate (LIBOR). This ASU also removes the restriction on using different benchmark rates for similar hedges. This ASU is effective prospectively for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013. We adopted this ASU in the third quarter of 2013 and the adoption did not have an effect on our consolidated financial statements. We will consider the guidance in this ASU for future transactions in which we elect to apply hedge accounting of the benchmark interest rate.

Foreign Currency Matters (Topic 830): Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity. In March 2013, the FASB issued ASU No. 2013-05. When a reporting entity (parent) ceases to have a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business within a foreign entity, the parent is required to apply the guidance in subtopic 830-30 to release any related cumulative translation adjustment into net income. Accordingly, the cumulative translation adjustment should be released into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided. This ASU is effective prospectively for fiscal years and interim periods beginning after December 15, 2013. This ASU will be applied prospectively to derecognition events occurring after the effective date. Early adoption is permitted. We do not expect the adoption of this ASU to have a material effect on our consolidated financial statements.

2012 Compared to 2011

The following table sets forth our consolidated statement of income expressed as a percentage of total revenue:

	2012	2011
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	56	57
Selling, general, and administrative expenses	31	31
Research and development expenses	2	2
Restructuring costs and other expense (income), net	—	(1)
	<u>89</u>	<u>89</u>
Operating Income	11	11
Interest Income (Expense), Net	—	—
Income from Continuing Operations Before Provision for Income Taxes	11	11
Provision for Income Taxes	2	1
Income from Continuing Operations	<u>9%</u>	<u>10%</u>

Revenues

Revenues for 2012 and 2011 are as follows:

(In thousands)	2012	2011
Revenues:		
Papermaking Systems	\$ 321,026	\$ 324,865
Fiber-based Products	10,725	10,595
	<u>\$ 331,751</u>	<u>\$ 335,460</u>

Papermaking Systems Segment. Revenues at the Papermaking Systems segment decreased \$3.8 million, or 1%, to \$321.0 million in 2012 from \$324.8 million in 2011, including a decrease of \$8.4 million from the unfavorable effects of currency translation. Revenues in our Doctoring, Cleaning, & Filtration product line increased \$12.2 million, or 13%, primarily due to the sale of products from M-Clean, a European-based supplier of equipment used to clean paper machine fabrics and rolls that we acquired in May 2011, and higher demand for our capital products. Offsetting this increase were decreases in revenues of \$8.0 million in our Fluid-Handling product line and \$8.0 million in our Stock-Preparation product line primarily due to decreased demand for our capital products.

Fiber-based Products. Revenues from our Fiber-based Products business increased slightly to \$10.7 million in 2012 from \$10.6 million in 2011.

Papermaking Systems Segment by Product Line. The following table presents revenues for our Papermaking Systems segment by product line, the changes in revenues by product line between 2012 and 2011, and the changes in revenues by product line between 2012 and 2011 excluding the effect of currency translation. The increase (decrease) in revenues excluding the effect of currency translation represents the increase (decrease) resulting from the conversion of 2012 revenues in local currency into U.S. dollars at the 2011 exchange rates, and then comparing this result to the actual revenues in 2011. The presentation of the changes in revenues by product line excluding the effect of currency translation is a non-GAAP measure. We believe this non-GAAP measure helps investors gain an understanding of our underlying operations, consistent with how management measures and forecasts our performance, especially when comparing such results to prior periods or forecasts. This non-GAAP measure should not be considered superior to or a substitute for the corresponding GAAP measure.

(In millions)	2012	2011	Increase (Decrease)	Increase (Decrease) Excluding Effect of Currency Translation
Papermaking Systems Product Lines:				
Stock-Preparation	\$ 123.9	\$ 131.9	\$ (8.0)	\$ (5.6)
Doctoring, Cleaning, & Filtration	104.5	92.3	12.2	14.7
Fluid-Handling	92.6	100.6	(8.0)	(4.5)
	<u>\$ 321.0</u>	<u>\$ 324.8</u>	<u>\$ (3.8)</u>	<u>\$ 4.6</u>

Revenues in our Stock-Preparation product line in 2012 decreased \$5.6 million, or 4%, excluding a \$2.4 million unfavorable effect of currency translation, compared to 2011 due to lower demand for capital products at our Chinese operations. Partially offsetting this decrease was an increase in demand for capital products at our European operations and products at our North American operations. Revenues from our Doctoring, Cleaning, & Filtration product line in 2012 increased \$14.7 million, or 16%, excluding a \$2.5 million unfavorable effect of currency translation, compared to the prior year period primarily due to the sale of products from our M-Clean business, which was acquired in May 2011, and increased demand for our capital products. In our Fluid-Handling product line, revenues in 2012 decreased \$4.5 million, or 5%, excluding a \$3.5 million unfavorable effect of currency translation, compared to 2011 primarily due to decreased demand for capital products at our European operations.

Gross Profit Margin

Gross profit margins for 2012 and 2011 are as follows:

	2012	2011
Gross Profit Margin:		
Papermaking Systems	43.7%	43.1%
Fiber-based Products	50.1%	50.2%
	<u>43.9%</u>	<u>43.3%</u>

Papermaking Systems Segment. The gross profit margin at the Papermaking Systems segment increased to 43.7% in 2012 from 43.1% in 2011. This increase resulted primarily from higher gross profit margins in our Stock-Preparation product line.

Fiber-based Products. The gross profit margin at our Fiber-based Products business decreased slightly to 50.1% in 2012 from 50.2% in 2011.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues were 31% in both 2012 and 2011. Selling, general, and administrative expenses increased \$0.4 million, or less than 1%, to \$103.1 million in 2012 from \$102.7 million in 2011. Selling, general, and administrative expenses in 2012 included an increase of \$2.1 million from our M-Clean business, which was acquired in May 2011, and an increase in compensation expense principally due to annual wage increases. Partially offsetting these increases were decreases of \$2.6 million from the favorable effect of foreign currency translation and \$1.3 million due to a lower provision for bad debts.

Total stock-based compensation expense was \$4.8 million and \$3.9 million in 2012 and 2011, respectively, and is included in selling, general, and administrative expenses.

Research and development expenses increased \$0.3 million, or 4%, to \$6.0 million in 2012 from \$5.7 million in 2011 and represented 2% of revenues in both periods.

Restructuring Costs and Other Expense (Income), Net

Restructuring costs and other expense (income), net included costs of \$0.3 million in 2012 and other income of \$1.9 million in 2011. Costs of \$0.3 million in 2012 included accelerated depreciation associated with the anticipated disposal of equipment in China related to a facility consolidation. Other income in 2011 included a gain of \$2.3 million associated with the sale of real estate in China, offset in part by restructuring costs of \$0.4 million associated with the reduction of 73 employees in China to adjust our cost structure and streamline our operations. All of these items occurred in the Papermaking Systems segment.

Interest Income

Interest income decreased \$0.2 million, or 36%, to \$0.3 million in 2012 from \$0.5 million in 2011 primarily due to lower average interest rates in 2012.

Interest Expense

Interest expense decreased \$0.3 million, or 22%, to \$0.8 million in 2012 from \$1.1 million in 2011 primarily due to lower average outstanding borrowings in 2012.

Provision for Income Taxes

Our provision for income taxes was \$4.9 million and \$4.3 million in 2012 and 2011, respectively, and represented 14% and 11% of pre-tax income. The effective tax rate of 14% in 2012 included a recurring rate of 26%, offset in part by a 12% discrete tax benefit primarily associated with the reversal of the valuation allowance related to U.S. foreign tax credits. The reversal of the valuation allowance related to a change in our judgment with respect to the future utilization of the credits due to expected profitability and foreign source income in the U.S. The effective tax rate of 11% in 2011 included a recurring rate of 27%, offset in part by a 16% discrete tax benefit primarily associated with the reversal of certain tax reserves and valuation allowances.

Income from Continuing Operations

Income from continuing operations decreased \$2.8 million, or 8%, to \$31.1 million in 2012 from \$33.9 million in 2011, including a decrease in operating income of \$2.3 million and an increase in provision for income taxes of \$0.6 million (see *Revenues, Gross Profit Margin, Operating Expenses, Restructuring Costs and Other Expense (Income), Net*, and *Provision for Income Taxes* discussed above).

Income (Loss) from Discontinued Operation

Income (loss) from the discontinued operation included income of \$0.7 million in 2012 compared to a loss of \$9 thousand in 2011. Pre-tax income of \$1.2 million from the discontinued operation in 2012 included a benefit of \$1.6 million from the reduction in the estimated claims associated with the class action lawsuit partially offset by legal and associated costs of \$0.4 million.

On October 24, 2011, we, Composites LLC, and other co-defendants entered into an agreement to settle a nationwide class action lawsuit related to allegedly defective composites decking building products manufactured by Composites LLC between April 2002 and October 2003. We paid \$0.6 million with respect to approved claims under the class action settlement in 2012.

Liquidity and Capital Resources

Consolidated working capital was \$106.5 million and \$100.3 million at year-end 2013 and year-end 2012, respectively. Included in working capital are cash and cash equivalents of \$50.0 million and \$54.6 million at year-end 2013 and year-end 2012, respectively. At year-end 2013, \$46.4 million of cash and cash equivalents was held by our foreign subsidiaries.

2013

Our operating activities provided cash of \$40.1 million in 2013, including \$39.9 million provided by our continuing operations and \$0.2 million provided by our discontinued operation. Changes in working capital provided cash of \$3.5 million in 2013, including \$5.9 million from other current liabilities and \$2.6 million from accounts payable. Cash provided by an increase in other current liabilities primarily related to customer deposits on stock-preparation contracts. Cash provided by an increase in accounts payable is primarily due to the timing of payments. These sources of cash were offset in part by increases in accounts receivable and inventory, which used cash of \$2.2 million and \$2.0 million, respectively, primarily due to the timing of payments and production in 2013.

Our investing activities used cash of \$68.2 million in 2013, including \$65.6 million for acquisitions and \$6.3 million for purchases of property, plant, and equipment. These uses of cash were offset in part by proceeds of \$3.5 million from the sale of property, plant, and equipment, primarily from the sale of real estate in China.

Our financing activities provided cash of \$22.6 million in 2013 including \$53.6 million of proceeds from borrowings under our 2012 Credit Agreement. This source of cash was offset in part by cash used for principal payments on our outstanding debt obligations of \$21.8 million, repurchases of our common stock on the open market of \$5.4 million, and the payment of \$4.2 million in cash dividends to stockholders.

2012

Our operating activities provided cash of \$29.1 million in 2012, including \$30.5 million provided by our continuing operations and \$1.4 million used by our discontinued operation. A decrease in other current liabilities used cash of \$12.8 million in 2012 largely due to decreases in billings in excess of costs and fees and customer deposits both due to timing. A decrease in accounts payable used cash of \$5.9 million in 2012 primarily due to a reduction in raw material purchases. Decreases in inventory and accounts receivable contributed cash of \$10.3 million in 2012. The decrease in inventory resulted primarily from lower inventory requirements in 2012 compared to the prior year period and the decrease in accounts receivable resulted primarily from lower revenues. A decrease in the accrued liabilities of our discontinued operation used cash of \$1.4 million in 2012. This decrease was due to the payment of claims and associated costs related to the Composites LLC class action settlement.

Our investing activities used cash of \$3.4 million in 2012, including \$4.3 million for purchases of property, plant, and equipment, offset in part by proceeds of \$0.8 million from the sale of property, plant, and equipment.

Our financing activities used cash of \$19.3 million in 2012, including \$14.5 million for the repurchase of our common stock on the open market and \$10.4 million for principal payments on our outstanding debt obligations. These uses of cash were offset in part by borrowings of \$5.0 million made under our revolving credit facility in 2012.

2011

Our operating activities provided cash of \$34.3 million in 2011 primarily from our continuing operations. Increases in accounts receivable and inventory used cash of \$16.9 million in 2011 as a result of higher sales and increased order activity compared to 2010. Increases in other current liabilities and accounts payable provided cash of \$13.8 million in 2011. The increase in other current liabilities in 2011 was largely due to increases in billings in excess of costs and fees due to the timing of billings and accrued incentive and commission expenses related to improved operating performance worldwide. The increase in accounts payable in 2011 primarily related to raw material purchases that resulted from an increase in business volume.

Our investing activities used cash of \$21.9 million in 2011. We used cash of \$15.2 million for the acquisition of M-Clean. We also used cash of \$8.0 million for purchases of property, plant, and equipment. These uses of cash were offset in part by proceeds of \$2.4 million from the sale of property, plant, and equipment in 2011.

Our financing activities used cash of \$27.0 million in 2011, including \$16.1 million for the repurchase of our common stock on the open market and \$16.0 million for principal payments on our outstanding debt obligations. These uses of cash were offset in part by borrowings of \$5.0 million made under our revolving credit facility in 2011.

Revolving Credit Facility

We entered into a five-year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to \$100 million on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement includes an uncommitted unsecured incremental borrowing facility of up to an additional \$50 million. The principal on any borrowings made under the 2012 Credit Agreement is due on November 1, 2018. Interest on any loans outstanding under the 2012 Credit Agreement accrues and is payable quarterly in arrears at one of the following rates selected by us: (i) the highest of (a) the federal funds rate plus 0.50% plus an applicable margin of 0% to 1%, (b) the prime rate, as defined, plus an applicable margin of 0% to 1%, and (c) the Eurocurrency rate, as defined, plus 0.50% plus an applicable margin of 0% to 1% or (ii) the Eurocurrency rate, as defined, plus an applicable margin of 1% to 2%. The applicable margin is determined based upon the ratio of our total debt to EBITDA, as defined in the 2012 Credit Agreement. For this purpose, total debt is defined as total debt less up to \$25 million of unrestricted U.S. cash.

In November 2013, we borrowed 28.8 million Canadian dollars, or approximately \$27.1 million, under the 2012 Credit Agreement to partially fund the acquisition of Carmanah.

Our obligations under the 2012 Credit Agreement may be accelerated upon the occurrence of an event of default under the 2012 Credit Agreement, which includes customary events of default including without limitation payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, defaults relating to such matters as the Employment Retirement Income Security Act (ERISA), unsatisfied judgments, the failure to pay certain indebtedness, and a change of control default. In addition, the 2012 Credit Agreement contains negative covenants applicable to us and our subsidiaries, including financial covenants requiring us to comply with a maximum consolidated leverage ratio of 3.5 to 1 and a minimum consolidated interest coverage ratio of 3 to 1, and restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing our fiscal year, arrangements affecting subsidiary distributions, entering into new lines of business, and certain actions related to the discontinued operation. As of December 28, 2013, we were in compliance with these covenants.

Loans under the 2012 Credit Agreement are guaranteed by certain of our domestic subsidiaries pursuant to a Guarantee Agreement, effective August 3, 2012.

Commercial Real Estate Loan

On May 4, 2006, we borrowed \$10 million under a promissory note (2006 Commercial Real Estate Loan). The 2006 Commercial Real Estate Loan is repayable in quarterly installments of \$125 thousand over a ten-year period with the remaining principal balance of \$5 million due upon maturity. As of December 28, 2013, the remaining balance on the 2006 Commercial Real Estate Loan was \$6.4 million. Interest on the 2006 Commercial Real Estate Loan accrues and is payable quarterly in arrears at one of the following rates selected by us: (a) the prime rate or (b) the three-month London Inter-Bank Offered Rate (LIBOR) plus a .75% margin.

Our obligations under the 2006 Commercial Real Estate Loan may be accelerated upon the occurrence of an event of default under the 2006 Commercial Real Estate Loan and the mortgage and security agreements, which includes customary events of default including without limitation payment defaults, defaults in the performance of covenants and obligations, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, liens on the properties or collateral and uninsured judgments. In addition, the occurrence of an event of default under the 2012 Credit Agreement or any successor credit facility would be an event of default under the 2006 Commercial Real Estate Loan.

Interest Rate Swap Agreement

We entered into a swap agreement in 2006 (2006 Swap Agreement) to convert the 2006 Commercial Real Estate Loan from a floating to a fixed rate of interest. The 2006 Swap Agreement has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the 2006 Commercial Real Estate Loan. Under the 2006 Swap Agreement, we receive a three-month LIBOR rate and pay a fixed rate of interest of 5.63%. As of December 28, 2013, the interest rate swap agreement had an unrealized loss of \$0.8 million. Our management believes that any credit risk associated with the 2006 Swap Agreement is remote based on our financial position and the creditworthiness of the financial institution issuing the swap agreement.

The counterparty to the 2006 Swap Agreement could demand an early termination of the swap agreement if we are in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and we are unable to cure the default. An event of default under the 2012 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 to 1 and a minimum consolidated interest charge coverage ratio of 3 to 1. The unrealized loss of \$0.8 million associated with the swap agreement as of December 28, 2013 represents the estimated amount that we would pay to the counterparty in the event of an early termination.

Additional Liquidity and Capital Resources

On October 29, 2012, our board of directors approved the repurchase by us of up to \$20 million of our equity securities during the period from November 7, 2012 to November 7, 2013. We repurchased 319,733 shares of our common stock for \$8.2 million under this authorization. On November 4, 2013, our board of directors approved the repurchase by us of up to \$20 million of our equity securities during the period from November 8, 2013 to November 8, 2014. Through year-end 2013, we had repurchased 50,000 shares of our common stock for \$1.9 million under this authorization.

We paid cash dividends of \$4.2 million in 2013 and on December 10, 2013, we declared a quarterly cash dividend totaling \$1.4 million, which was paid on February 6, 2014. In addition, on March 5, 2014, we declared a quarterly cash dividend totaling approximately \$1.7 million, which will be paid on May 7, 2014. Future declarations of dividends are subject to our board of directors' approval and may be adjusted as business needs or market conditions change. The payment of cash dividends is subject to our compliance with the consolidated leverage ratio contained in our 2012 Credit Agreement.

After year-end, 2013, we paid \$2.6 million for the acquisition of a European producer of creping and coating blades.

As of year-end 2013, we had cash and cash equivalents of \$50.0 million, of which \$46.4 million was held by our foreign subsidiaries. It is our intention to reinvest indefinitely the earnings of our international subsidiaries in order to support the current and future capital needs of their operations. Through year-end 2013, we have not provided for U.S. income taxes on approximately \$145.9 million of unremitted foreign earnings. The U.S. tax cost has not been determined due to the fact that it is not practicable to estimate at this time. The related foreign tax withholding, which would be required if we were to remit the foreign earnings to the U.S., would be approximately \$2.0 million.

It is our policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At December 28, 2013, we had a liability for unrecognized tax benefits and an accrual for the payment of interest and penalties totaling \$7.2 million. To the extent we prevail in matters for which a liability for an unrecognized tax benefit is established or are required to pay amounts in excess of the liability, our effective tax rate in a given financial statement period may be affected.

Although we currently have no material commitments for capital expenditures, we plan to make expenditures of approximately \$9 to \$10 million during 2014 for property, plant, and equipment.

In the future, our liquidity position will be primarily affected by the level of cash flows from operations, cash paid to satisfy debt repayments, capital projects, dividends, stock repurchases, or additional acquisitions. We believe that our existing resources, together with the cash available from our credit facilities and the cash we expect to generate from continuing operations, will be sufficient to meet the capital requirements of our current operations for the foreseeable future.

Contractual Obligations and Other Commercial Commitments

The following table summarizes our known contractual obligations and commercial commitments to make future payments or other consideration pursuant to certain contracts as of year-end 2013, as well as an estimate of the timing in which these obligations are expected to be satisfied. Detailed information concerning these obligations and commitments can be found in Notes 2, 6 and 7 to our consolidated financial statements.

(In millions)	Payments Due by Period or Expiration of Commitment				
	Less than 1 Year	2-3 Years	4-5 Years	After 5 Years	Total
Contractual Obligations and Other Commitments: (a)(b)					
Letters of credit and bank guarantees	\$ 8.6	\$ 1.9	\$ —	\$ —	\$ 10.5
Retirement obligations on balance sheet	1.3	1.3	1.2	3.5	7.3
Long-term debt obligations	0.6	5.7	32.3	—	38.6
Operating lease obligations	3.1	3.1	0.5	—	6.7
Purchase obligations	0.6	0.6	—	—	1.2
Interest (c)	1.1	2.0	1.5	—	4.6
Acquisition consideration	3.3	—	—	—	3.3
Total (d)(e)	<u>\$ 18.6</u>	<u>\$ 14.6</u>	<u>\$ 35.5</u>	<u>\$ 3.5</u>	<u>\$ 72.2</u>

- (a) We have purchase obligations related to the acquisition of raw material made in the ordinary course of business that may be terminated with minimal notice and are excluded from this table.
- (b) In the ordinary course of business, certain contracts contain limited performance guarantees, which do not require letters of credit, relating to our equipment and systems. We typically limit our liability under these guarantees to amounts that would not exceed the value of the contract. We believe that we have adequate reserves for any potential liability in connection with such guarantees. These guarantees are not included in this table.
- (c) Amounts assume interest rates on variable rate debt remain unchanged from rates as of year-end 2013.
- (d) This table excludes \$0.6 million of accrued restructuring costs. In addition, the table excludes an unrealized loss of \$0.8 million associated with our interest rate swap agreement as this amount would only be owed if the counterparty were to demand an early termination of the agreement in the event of a default under our 2012 Credit Agreement.
- (e) This table excludes a liability for unrecognized tax benefits and an accrual for the related interest and penalties totaling \$7.2 million. Due to the uncertain nature of these income tax matters, we are unable to make a reasonably reliable estimate as to if and when cash settlements with the appropriate taxing authorities will occur.

Provisions in financial guarantees or commitments, debt or lease agreements, or other arrangements could trigger a requirement for an early payment, additional collateral support, amended terms, or acceleration of maturity.

We do not have special-purpose entities nor do we use off-balance-sheet financing arrangements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk from changes in interest rates and foreign currency exchange rates, which could affect our future results of operations and financial condition. We manage our exposure to these risks through our regular operating and financing activities. We entered into "receive-variable pay-fixed" swap agreements in 2006 and 2008 to hedge our exposure to variable rate long-term debt. Additionally, we use short-term forward contracts to manage certain exposures to foreign currencies. We enter into forward currency-exchange contracts to hedge firm purchase and sale commitments denominated in currencies other than our subsidiaries' local currencies. We do not engage in extensive foreign currency hedging activities; however, the purpose of our foreign currency hedging activities is to protect our local currency cash flows related to these commitments from fluctuations in foreign exchange rates. Our forward currency-exchange contracts hedge transactions primarily denominated in U.S. dollars and euros. Gains and losses arising from forward contracts are recognized as offsets to gains and losses resulting from the transactions being hedged. We do not hold or engage in transactions involving derivative instruments for purposes other than risk management.

Interest Rates

Our cash and cash equivalents are sensitive to changes in interest rates. Interest rate changes would result in a change in interest income due to the difference between the current interest rates on cash and cash equivalents and the variable rates to which these financial instruments may adjust in the future. A 10% decrease in year-end interest rates would have resulted in an immaterial impact on net income in both 2013 and 2012.

Our outstanding debt and interest rate swap agreements are sensitive to changes in interest rates. A portion of our outstanding debt at year-end 2013 and all our outstanding debt at year-end 2012 was hedged with "receive-variable pay-fixed" swap agreements. The fair values of the swap agreements are sensitive to changes in the 3-month LIBOR forward curve. A 10% decrease in the 3-month LIBOR forward curve would have resulted in an immaterial impact on unrealized losses at year-end 2013 and 2012.

Currency Exchange Rates

We generally view our investment in foreign subsidiaries in a functional currency other than our reporting currency as long-term. Our investment in foreign subsidiaries is sensitive to fluctuations in foreign currency exchange rates. The functional currencies of our foreign subsidiaries are principally denominated in euros, British pounds sterling, Mexican pesos, Canadian dollars, Chinese renminbi, Brazilian reals, and Swedish kroner. The effect of changes in foreign exchange rates on our net investment in foreign subsidiaries is reflected in the "accumulated other comprehensive items" component of stockholders' equity. A 10% decrease in functional currencies at year-end 2013 and 2012, relative to the U.S. dollar, would have resulted in a reduction in stockholders' equity of \$21.0 million and \$18.3 million, respectively.

The fair value of forward currency-exchange contracts is sensitive to fluctuations in foreign currency exchange rates. The fair value of forward currency-exchange contracts is the estimated amount that we would pay or receive upon termination of the contracts, taking into account the change in foreign currency exchange rates. A 10% decrease in year-end 2013 and 2012 foreign currency exchange rates related to our contracts would have resulted in an increase in unrealized losses on forward currency-exchange contracts of \$0.3 million and \$0.6 million in 2013 and 2012, respectively. Since we use forward currency-exchange contracts as hedges of firm purchase and sale commitments, the unrealized gain or loss on forward currency-exchange contracts resulting from changes in foreign currency exchange rates would be offset primarily by corresponding changes in the fair value of the hedged items.

Item 8. Financial Statements and Supplementary Data

This data is submitted as a separate section to this Report. See Item 15, "Exhibits and Financial Statement Schedules."

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures*Evaluation of Disclosure Controls and Procedures*

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 28, 2013. The term "disclosure controls and procedures," as defined in Securities Exchange Act Rules 13a-15(e) and 15d-15(e), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the evaluation of our disclosure controls and procedures as of December 28, 2013, our Chief Executive Officer and Chief Financial Officer concluded that as of December 28, 2013, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Securities Exchange Act Rules 13a-15(f) and 15d-15(f). Our management assessed the effectiveness of our internal control over financial reporting as of December 28, 2013. In making this assessment, our management used the criteria set forth in "Internal Control—Integrated Framework (1992)" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our assessment, management believes that as of December 28, 2013 our internal control over financial reporting is effective based on the criteria issued by COSO.

In 2013, we acquired all the outstanding shares of CBTI and Carmanah. Our audited consolidated financial statements include the results of CBTI and Carmanah since the acquisition dates, including in aggregate total assets of \$77.9 million as of December 28, 2013 and total revenues of \$16.1 million in 2013, but management's assessment does not include an assessment of the internal controls over financial reporting of CBTI and Carmanah.

Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our independent registered public accountants, KPMG LLP, have issued an audit report on our internal control over financial reporting, which is included herein on page F-4 and incorporated into this Item 9A by reference.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during the fiscal quarter ended December 28, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Not applicable.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

This information will be included under the heading "Election of Directors" in our 2014 proxy statement for our 2014 Annual Meeting of Shareholders and is incorporated in this Report by reference, except for the information concerning executive officers, which is included under the heading "Executive Officers of the Registrant" in Item 1 of Part I of this Report.

Section 16(a) Beneficial Ownership Reporting Compliance

The information required under Item 405 of Regulation S-K will be included under the heading "Stock Ownership—Section 16(a) Beneficial Ownership Reporting Compliance" in our 2014 proxy statement and is incorporated in this Report by reference.

Corporate Governance

The information required under Items 406 and 407 of Regulation S-K will be included under the heading "Corporate Governance" in our 2014 proxy statement and is incorporated in this Report by reference.

Item 11. Executive Compensation

This information will be included under the headings "Executive Compensation", "Corporate Governance - Compensation Committee Interlocks and Insider Participation", and "Compensation Discussion and Analysis" in our 2014 proxy statement and is incorporated in this Report by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Except for the information concerning equity compensation plans, this information will be included under the heading "Stock Ownership" in our 2014 proxy statement and is incorporated in this Report by reference.

The following table provides information about the securities authorized for issuance under our equity compensation plans as of December 28, 2013:

Equity Compensation Plan Information

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants, and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants, and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in the First Column)
Equity compensation plans approved by security holders	735,476(1)	\$ 22.06(1)	386,435(2)
Equity compensation plans not approved by security holders	—	\$ —	—
Total	735,476(1)	\$ 22.06(1)	386,435(2)

(1) Excludes an aggregate of 111,514 shares of common stock issuable under our employees' stock purchase plan in connection with current and future offering periods under the plan. Excludes 2,569 shares reserved for issuance pursuant to our deferred compensation plan for directors.

(2) Includes an aggregate of 111,514 shares of common stock issuable under our employees' stock purchase plan in connection with current and future offering periods under the plan. Excludes 2,569 shares reserved for issuance pursuant to our deferred compensation plan for directors.

Item 13. Certain Relationships and Related Transactions, and Director Independence

This information will be included under the heading "Corporate Governance" in our 2014 proxy statement and is incorporated in this Report by reference.

Item 14. Principal Accountant Fees and Services

This information will be included under the heading "Independent Registered Public Accounting Firm" in our 2014 proxy statement and is incorporated in this Report by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this Report:

(1) Consolidated Financial Statements (see Index on Page F-1 of this Report):

Report of Independent Registered Public Accounting Firm

Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements and Schedule

Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting

Consolidated Balance Sheet

Consolidated Statement of Income

Consolidated Statement of Comprehensive Income

Consolidated Statement of Cash Flows

Consolidated Statement of Stockholders' Equity

Notes to Consolidated Financial Statements

(2) Consolidated Financial Statement Schedule (see Index on Page F-1 of this Report):

 Schedule II: Valuation and Qualifying Accounts

All other schedules are omitted because they are not applicable or not required, or because the required information is shown either in the consolidated financial statements or in the notes thereto.

(3) Exhibits filed herewith or incorporated in this Report by reference are set forth in the Exhibit Index beginning on page 34. This list of exhibits identifies each management contract or compensatory plan or arrangement required to be filed as an exhibit to this Report.

(b) Exhibits

See the Exhibit Index beginning on page 34.

Exhibit Index

Exhibit Number	Description of Exhibit
2.1	Purchase Agreement dated October 21, 2005, among the Registrant, its Kadant Composites LLC subsidiary, LDI Composites Co., a Minnesota corporation, and Liberty Diversified Industries, Inc., a Minnesota corporation, and parent corporation of the Buyer (filed as Exhibit 99.1 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on October 27, 2005 and incorporated in this document by reference). (1)
2.2	First Amendment dated as of October 10, 2006 to the Asset Purchase Agreement dated as of October 21, 2005, among the Registrant, its Kadant Composites LLC subsidiary, LDI Composites Co., a Minnesota corporation, and Liberty Diversified Industries, Inc., a Minnesota corporation, and parent corporation of the Buyer (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 29, 2007 [File No. 1-11406] and incorporated in this document by reference).
2.3	Second Amendment dated as of May 1, 2009 to the Asset Purchase Agreement dated as of October 21, 2005, among the Registrant, its Kadant Composites LLC subsidiary, LDI Composites Co., a Minnesota corporation, and Liberty Diversified Industries, Inc., a Minnesota corporation, and parent corporation of LDI Composites Co. (filed as Exhibit 2.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 4, 2009 [File No. 1-11406] and incorporated in this document by reference).
2.4	Share Purchase Agreement dated November 1, 2013, among Birch Hill Equity Partners II (QLP) L.P., Birch Hill Equity Partners II (Entrepreneurs) L.P., Birch Hill Equity Partners II (Barbados) L.P., TD Capital Group Limited, James Best, Robert McNicol, Ritchie McDonald, David Evans, Patrick Hinds, Michael Colwell, Stephen Lee, Birch Hill Equity Partners II Ltd., and Kadant Canada Corp. (1)
3.1	Restated Certificate of Incorporation of the Registrant (filed as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001 [File No. 1-11406] and incorporated in this document by reference).
3.2	Amended and Restated Bylaws of the Registrant (filed as Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001 [File No. 1-11406] and incorporated in this document by reference).
10.1*	Form of Indemnification Agreement between the Registrant and its directors and officers (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001 [File No. 1-11406] and incorporated in this document by reference).
10.2*	Form of Amended and Restated Executive Retention Agreement (change in control agreement) between the Company and its executive officers, as amended and restated on December 9, 2008 (filed as Exhibit 10.3 to the Registrant's Annual Report on Form 10-K for the year ended January 3, 2009 [File No. 1-11406] and incorporated in this document by reference).
10.3*	Amended and Restated Equity Incentive Plan of the Registrant (filed as Exhibit 10.5 to the Registrant's Annual Report on Form 10-K for the year ended January 3, 2009 [File No. 1-11406] and incorporated in this document by reference).
10.4*	2001 Employees Equity Incentive Plan of the Registrant (filed as Exhibit 10.6 to the Registrant's Annual Report on Form 10-K for the year ended January 3, 2009 [File No. 1-11406] and incorporated in this document by reference).
10.5*	Kadant Inc. Amended and Restated 2006 Equity Incentive Plan (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 3, 2011 [File No. 1-11406] and incorporated in this document by reference).
10.6*	Cash Incentive Plan of the Registrant (filed as Exhibit 10.10 to the Registrant's Annual Report on Form 10-K for the year ended January 3, 2009 [File No. 1-11406] and incorporated in this document by reference).
10.7*	Summary of non-employee director compensation of the Registrant (filed as Exhibit 10.8 to the Registrant's Annual Report on Form 10-K for the year ended December 29, 2012 [File No. 1-11406] and incorporated in this document by reference).

Exhibit Index

Exhibit Number	Description of Exhibit
10.8*	Form of Restricted Stock Unit Award Agreement between the Company and its non-employee directors used for change-in-control restricted stock unit awards (filed as Exhibit 10.18 to the Registrant's Annual Report on Form 10-K for the year ended January 2, 2010 [File No. 1-11406] and incorporated in this document by reference).
10.9*	Form of Performance-Based Restricted Stock Unit Award Agreement between the Company and its executive officers used for restricted stock unit awards granted in 2010 through 2013 (filed as Exhibit 10.20 to the Registrant's Annual Report on Form 10-K for the year ended January 2, 2010 [File No. 1-11406] and incorporated in this document by reference).
10.10*	Notice of Amendment to Performance-Based Restricted Stock Unit Award Agreement between the Company and its executive officers (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 28, 2013 [File No. 1-11406] and incorporated in this document by reference).
10.11*	Form of Stock Option Agreement between the Company and its executive officers used for stock option awards (filed as Exhibit 10.21 to the Registrant's Annual Report on Form 10-K for the year ended January 2, 2010 [File No. 1-11406] and incorporated in this document by reference).
10.12*	Notice of Amendment to Stock Option Agreements between the Company and its executive officers used for stock option awards (filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 28, 2013 [File No. 1-11406] and incorporated in this document by reference).
10.13	Credit Agreement dated August 3, 2012, among Kadant Inc., the Foreign Subsidiary Borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto, RBS Citizens, N.A., as Administrative Agent and Multi-currency Administrative Agent (filed as Exhibit 99.1 to the Registrant's Quarterly Report on Form 10-Q [File No. 1-11406] filed with the Commission on August 8, 2012 and incorporated in this document by reference).
10.14	First Amendment to Credit Agreement dated November 1, 2013, among Kadant Inc., the Foreign Subsidiary Borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto, RBS Citizens, N.A., as Administrative Agent and Multi-currency Administrative Agent.
10.15	Guarantee Agreement dated August 3, 2012, among Kadant Inc. and the Subsidiary Guarantors, in favor of RBS Citizens, N.A., as Administrative Agent for the several banks and other financial institutions or entities from time to time parties to the Credit Agreement dated as of August 3, 2012 (filed as Exhibit 99.2 to the Registrant's Quarterly Report on Form 10-Q [File No. 1-11406] filed with the Commission on August 8, 2012 and incorporated in this document by reference).
10.16	International Swap Dealers Association, Inc. Master Agreement dated May 13, 2005 between the Registrant and Citizens Bank of Massachusetts and Swap Confirmation dated May 18, 2005 (filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended July 2, 2005 [File No. 1-11406] and incorporated in this document by reference).
10.17	Promissory Note in the principal amount of \$10,000,000 dated May 4, 2006, between the Registrant and Citizens Bank of Massachusetts (filed as Exhibit 99.1 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on May 9, 2006 and incorporated in this document by reference).
10.18	Limited Guaranty Agreement dated May 4, 2006 between Kadant Black Clawson Inc., a Delaware corporation, and Citizens Bank of Massachusetts (filed as Exhibit 99.3 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on May 9, 2006 and incorporated in this document by reference).

Exhibit Index

Exhibit Number	Description of Exhibit
10.19	Limited Guaranty Agreement dated May 4, 2006 between Kadant Johnson Inc., a Michigan corporation, and Citizens Bank of Massachusetts (filed as Exhibit 99.4 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on May 9, 2006 and incorporated in this document by reference).
10.20	Mortgage and Security Agreement dated May 4, 2006 between Kadant Black Clawson Inc., a Delaware corporation, and Citizens Bank of Massachusetts relating to the real property and related personal property located in Theodore, Alabama (filed as Exhibit 99.7 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on May 9, 2006 and incorporated in this document by reference).
10.21	Mortgage and Security Agreement dated May 9, 2006 between Kadant Johnson Inc., a Michigan corporation, and Citizens Bank of Massachusetts relating to the real property and related personal property located in Three Rivers, Michigan (filed as Exhibit 99.8 to the Registrant's Current Report on Form 8-K [File No. 1-11406] filed with the Commission on May 9, 2006 and incorporated in this document by reference).
21	Subsidiaries of the Registrant.
23.1	Consent of KPMG LLP.
23.2	Consent of Ernst & Young LLP.
31.1	Certification of the Principal Executive Officer of the Registrant Pursuant to Rule 13a-15(e) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of the Principal Financial Officer of the Registrant Pursuant to Rule 13a-15(e) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32	Certification of the Chief Executive Officer and the Chief Financial Officer of the Registrant pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Calculation Linkbase Document.**
101.LAB	XBRL Taxonomy Label Linkbase Document.**
101.PRE	XBRL Taxonomy Presentation Linkbase Document.**
101.DEF	XBRL Taxonomy Definition Linkbase Document.**

* Management contract or compensatory plan or arrangement.

** Submitted electronically herewith.

- (1) The schedules to this document have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. The Company will furnish copies of any of the schedules to the U.S. Securities and Exchange Commission upon request.

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheet as of December 28, 2013 and December 29, 2012, (ii) Consolidated Statement of Income for the years ended December 28, 2013, December 29, 2012 and December 31, 2011, (iii) Consolidated Statement of Comprehensive Income for the years ended December 28, 2013, December 29, 2012 and December 31, 2011, (iv) Consolidated Statement of Cash Flows for the years ended December 28, 2013, December 29, 2012 and December 31, 2011, (v) Consolidated Statement of Stockholders' Equity for the years ended December 28, 2013, December 29, 2012 and December 31, 2011, and (vi) Notes to Consolidated Financial Statements.

Kadant Inc.
Annual Report on Form 10-K
Index to Consolidated Financial Statements and Schedule

The following Consolidated Financial Statements of the Registrant and its subsidiaries are required to be included in Item 8:

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements and Schedule	F-3
Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting	F-4
Consolidated Balance Sheet as of December 28, 2013 and December 29, 2012	F-5
Consolidated Statement of Income for the years ended December 28, 2013, December 29, 2012, and December 31, 2011	F-6
Consolidated Statement of Comprehensive Income for the years ended December 28, 2013, December 29, 2012, and December 31, 2011	F-7
Consolidated Statement of Cash Flows for the years ended December 28, 2013, December 29, 2012, and December 31, 2011	F-8
Consolidated Statement of Stockholders' Equity for the years ended December 28, 2013, December 29, 2012, and December 31, 2011	F-9
Notes to Consolidated Financial Statements	F-10

The following Consolidated Financial Statement Schedule of the Registrant and its subsidiaries is filed as part of this Report as required to be included in Item 15(a)(2):

	<u>Page</u>
Schedule II—Valuation and Qualifying Accounts	F-43

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Kadant Inc.:

We have audited the accompanying consolidated balance sheets of Kadant Inc. as of December 28, 2013 and December 29, 2012, and the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity for the years then ended. Our audit also included the financial statement schedule for the years ended December 28, 2013 and December 29, 2012 listed in the index at Item 15(a)(2). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Kadant Inc. as of December 28, 2013 and December 29, 2012 and the consolidated results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule for the years ended December 28, 2013 and December 29, 2012, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Kadant Inc.'s internal control over financial reporting as of December 28, 2013, based on criteria established in *Internal Control-Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 12, 2014 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

Boston, Massachusetts
March 12, 2014

**Report of Independent Registered Public Accounting Firm
on Consolidated Financial Statements and Schedule**

To the Board of Directors and Shareholders of Kadant Inc.:

We have audited the accompanying consolidated statements of income, comprehensive income, cash flows, and stockholders' equity for the fiscal year ended December 31, 2011. Our audit also included the financial statement schedule for the fiscal year ended December 31, 2011 listed in the index at Item 15(a)(2). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated results of Kadant Inc.'s operations and its cash flows for the fiscal year ended December 31, 2011, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule for the fiscal year ended December 31, 2011, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 12, 2014

**Report of Independent Registered Public Accounting Firm
on Internal Control over Financial Reporting**

To the Board of Directors and Shareholders of Kadant Inc.:

We have audited Kadant Inc.'s internal control over financial reporting as of December 28, 2013, based on criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Kadant Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Kadant Inc. maintained, in all material respects, effective internal control over financial reporting as of December 28, 2013, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Kadant Inc. acquired Companhia Brasileira de Tecnologia Industrial (CBTI) and Carmanah Design and Manufacturing Inc. (Carmanah) during 2013. Management excluded from its assessment of the effectiveness of Kadant Inc.'s internal control over financial reporting as of December 28, 2013, CBTI's and Carmanah's internal control over financial reporting associated with total assets of \$77.9 million and total revenues of \$16.1 million included in the consolidated financial statements of Kadant Inc. as of and for the year ended December 28, 2013. Our audit of internal control over financial reporting of Kadant Inc. also excluded an evaluation of the internal control over financial reporting of CBTI and Carmanah.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the 2013 consolidated financial statements of Kadant Inc. and our report dated March 12, 2014 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Boston, Massachusetts
March 12, 2014

Consolidated Balance Sheet

(In thousands, except share amounts)	2013	2012
Assets		
Current Assets:		
Cash and cash equivalents	\$ 50,032	\$ 54,553
Restricted cash	168	–
Accounts receivable, less allowances of \$2,689 and \$2,306	70,271	59,359
Inventories	62,805	42,077
Unbilled contract costs and fees	3,679	2,800
Other current assets	19,189	16,291
Assets of discontinued operation	144	513
Total Current Assets	206,288	175,593
Property, Plant, and Equipment, at Cost, Net	44,885	39,168
Other Assets	11,230	10,145
Intangible Assets	47,850	26,095
Goodwill	131,915	107,947
Total Assets	\$ 442,168	\$ 358,948
Liabilities and Stockholders' Equity		
Current Liabilities:		
Current maturities of long-term obligations (Note 6)	\$ 625	\$ 625
Accounts payable	28,388	23,124
Accrued payroll and employee benefits	19,116	16,358
Customer deposits	28,174	14,811
Accrued warranty costs	4,571	4,462
Deferred revenue	4,402	3,918
Other current liabilities	14,313	11,615
Liabilities of discontinued operation	213	379
Total Current Liabilities	99,802	75,292
Long-Term Deferred Income Taxes (Note 5)	17,457	8,793
Other Long-Term Liabilities (Note 3)	16,478	18,646
Long-Term Obligations (Note 6)	38,010	6,250
Commitments and Contingencies (Note 7)		
Stockholders' Equity (Notes 3 and 4):		
Preferred stock, \$.01 par value, 5,000,000 shares authorized; none issued	–	–
Common stock, \$.01 par value, 150,000,000 shares authorized; 14,624,159 shares issued	146	146
Capital in excess of par value	96,809	95,448
Retained earnings	248,170	230,329
Treasury stock at cost, 3,524,742 and 3,493,546 shares	(76,339)	(74,025)
Accumulated other comprehensive items (Note 14)	710	(3,315)
Total Kadant Stockholders' Equity	269,496	248,583
Noncontrolling interest	925	1,384
Total Stockholders' Equity	270,421	249,967
Total Liabilities and Stockholders' Equity	\$ 442,168	\$ 358,948

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Income

(In thousands, except per share amounts)	2013	2012	2011
Revenues (Note 12)	\$ 344,499	\$ 331,751	\$ 335,460
Costs and Operating Expenses:			
Cost of revenues	186,795	185,949	190,247
Selling, general, and administrative expenses	117,581	103,101	102,660
Research and development expenses	6,717	5,950	5,717
Restructuring and other expense (income), net (Note 8)	103	307	(1,874)
	<u>311,196</u>	<u>295,307</u>	<u>296,750</u>
Operating Income	33,303	36,444	38,710
Interest Income	623	319	499
Interest Expense	(900)	(833)	(1,066)
Income from Continuing Operations Before Provision for Income Taxes	33,026	35,930	38,143
Provision for Income Taxes (Note 5)	9,316	4,852	4,285
Income from Continuing Operations	23,710	31,078	33,858
(Loss) Income from Discontinued Operation (net of income tax benefit (expense) of \$34, \$(451), and \$1,511 in 2013, 2012, and 2011, respectively; Note 9)	(62)	743	(9)
Net Income	23,648	31,821	33,849
Net Income Attributable to Noncontrolling Interest	(229)	(198)	(274)
Net Income Attributable to Kadant	<u>\$ 23,419</u>	<u>\$ 31,623</u>	<u>\$ 33,575</u>
Amounts Attributable to Kadant:			
Income from Continuing Operations	\$ 23,481	\$ 30,880	\$ 33,584
(Loss) Income from Discontinued Operation	(62)	743	(9)
Net Income Attributable to Kadant	<u>\$ 23,419</u>	<u>\$ 31,623</u>	<u>\$ 33,575</u>
Earnings per Share from Continuing Operations Attributable to Kadant (Note 13)			
Basic	\$ 2.11	\$ 2.70	\$ 2.77
Diluted	\$ 2.07	\$ 2.66	\$ 2.74
Earnings per Share Attributable to Kadant (Note 13)			
Basic	\$ 2.10	\$ 2.76	\$ 2.77
Diluted	\$ 2.07	\$ 2.73	\$ 2.74
Weighted Average Shares (Note 13)			
Basic	<u>11,153</u>	<u>11,456</u>	<u>12,124</u>
Diluted	<u>11,340</u>	<u>11,590</u>	<u>12,261</u>
Cash Dividend Declared per Common Share	<u>\$ 0.50</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Comprehensive Income

(In thousands)	2013	2012	2011
Comprehensive Income			
Net Income	\$ 23,648	\$ 31,821	\$ 33,849
Other Comprehensive Items:			
Foreign currency translation gain (loss)	838	4,324	(1,808)
Pension and other post-retirement liability adjustments, net (net of tax of \$1,564, \$28, and \$1,331 in 2013, 2012, and 2011, respectively)	2,817	(35)	(2,374)
Deferred gain (loss) on hedging instruments (net of tax of \$1, \$206, and \$89 in 2013, 2012, and 2011, respectively)	413	387	(193)
Other Comprehensive Items	4,068	4,676	(4,375)
Comprehensive Income	27,716	36,497	29,474
Comprehensive Income Attributable to Noncontrolling Interest	(272)	(234)	(268)
Comprehensive Income Attributable to Kadant	<u>\$ 27,444</u>	<u>\$ 36,263</u>	<u>\$ 29,206</u>

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Cash Flows

(In thousands)	2013	2012	2011
Operating Activities			
Net income attributable to Kadant	\$ 23,419	\$ 31,623	\$ 33,575
Net income attributable to noncontrolling interest	229	198	274
Loss (income) from discontinued operation	62	(743)	9
Income from continuing operations	23,710	31,078	33,858
Adjustments to reconcile income from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	9,775	8,384	7,936
Stock-based compensation expense	5,216	4,766	3,934
Gain on sale of property, plant and equipment	(2,012)	(214)	(2,294)
Provision (benefit) for losses on accounts receivable	374	(14)	1,249
Deferred income tax benefit	(1,061)	(4,868)	(1,886)
Other items, net	1,485	1,107	(809)
Contributions to pension plan	(1,080)	(960)	(900)
Changes in current assets and liabilities, net of effects of acquisitions:			
Accounts receivable	(2,197)	1,157	(9,909)
Unbilled contract costs and fees	(840)	236	(1,753)
Inventories	(2,005)	9,156	(6,966)
Other current assets	113	(696)	(1,897)
Accounts payable	2,552	(5,868)	4,469
Other current liabilities	5,905	(12,808)	9,330
Net cash provided by continuing operations	39,935	30,456	34,362
Net cash provided by (used in) discontinued operation	141	(1,348)	(47)
Net cash provided by operating activities	40,076	29,108	34,315
Investing Activities			
Acquisitions, net of cash acquired	(65,594)	85	(15,694)
Purchases of property, plant, and equipment	(6,261)	(4,250)	(8,030)
Proceeds from sale of property, plant, and equipment	3,459	803	2,360
Dividend paid to noncontrolling interest	(731)	-	(579)
Other, net	971	(3)	58
Net cash used in continuing operations for investing activities	(68,156)	(3,365)	(21,885)
Financing Activities			
Proceeds from issuance of long-term obligations	53,609	5,000	5,000
Repayments of short- and long-term obligations	(21,849)	(10,375)	(16,017)
Purchases of Company common stock	(5,367)	(14,491)	(16,088)
Dividends paid	(4,189)	-	-
Change in restricted cash	(168)	700	(700)
Payment of debt issuance costs	(154)	(644)	-
Proceeds from issuance of Company common stock	337	358	390
Excess tax benefits from stock-based compensation awards	351	132	371
Net cash provided by (used in) continuing operations for financing activities	22,570	(19,320)	(27,044)
Exchange Rate Effect on Cash and Cash Equivalents from Continuing Operations	989	1,180	(241)
(Decrease) Increase in Cash and Cash Equivalents from Continuing Operations	(4,521)	7,603	(14,855)
Cash and Cash Equivalents at Beginning of Year	54,553	46,950	61,805
Cash and Cash Equivalents at End of Year	\$ 50,032	\$ 54,553	\$ 46,950

See Note 1 for supplemental cash flow information.

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Stockholders' Equity

(In thousands, except share amounts)	Common Stock		Capital in	Retained	Treasury Stock		Accumulated	Noncontrolling	Total
	Shares	Amount	Excess of Par Value	Earnings	Shares	Amount	Other Comprehensive Items	Interest	Stockholders' Equity
Balance at January 1, 2011	14,624,159	\$ 146	\$ 92,935	\$ 165,131	2,369,422	\$ (48,786)	\$ (3,586)	\$ 1,461	\$ 207,301
Net income	—	—	—	33,575	—	—	—	274	33,849
Activity under stock plans	—	—	395	—	(133,411)	2,756	—	—	3,151
Tax benefits related to employees' and directors' stock plans	—	—	371	—	—	—	—	—	371
Purchases of Company common stock	—	—	—	—	747,706	(16,088)	—	—	(16,088)
Dividend paid to noncontrolling interest	—	—	—	—	—	—	—	(579)	(579)
Other comprehensive items	—	—	—	—	—	—	(4,369)	(6)	(4,375)
Balance at December 31, 2011	14,624,159	\$ 146	\$ 93,701	\$ 198,706	2,983,717	\$ (62,118)	\$ (7,955)	\$ 1,150	\$ 223,630
Net income	—	—	—	31,623	—	—	—	198	31,821
Activity under stock plans	—	—	1,615	—	(123,752)	2,584	—	—	4,199
Tax benefits related to employees' and directors' stock plans	—	—	132	—	—	—	—	—	132
Purchases of Company common stock	—	—	—	—	633,581	(14,491)	—	—	(14,491)
Other comprehensive items	—	—	—	—	—	—	4,640	36	4,676
Balance at December 29, 2012	14,624,159	\$ 146	\$ 95,448	\$ 230,329	3,493,546	\$ (74,025)	\$ (3,315)	\$ 1,384	\$ 249,967
Net income	—	—	—	23,419	—	—	—	229	23,648
Dividends declared	—	—	—	(5,578)	—	—	—	—	(5,578)
Dividend paid to noncontrolling interest	—	—	—	—	—	—	—	(731)	(731)
Activity under stock plans	—	—	1,010	—	(143,804)	3,053	—	—	4,063
Tax benefits related to employees' and directors' stock plans	—	—	351	—	—	—	—	—	351
Purchases of Company common stock	—	—	—	—	175,000	(5,367)	—	—	(5,367)
Other comprehensive items	—	—	—	—	—	—	4,025	43	4,068
Balance at December 28, 2013	<u>14,624,159</u>	<u>\$ 146</u>	<u>\$ 96,809</u>	<u>\$ 248,170</u>	<u>3,524,742</u>	<u>\$ (76,339)</u>	<u>\$ 710</u>	<u>\$ 925</u>	<u>\$ 270,421</u>

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Kadant Inc. was incorporated in Delaware in November 1991 and currently trades on the New York Stock Exchange under the ticker symbol "KAI."

Kadant Inc. and its subsidiaries' (collectively, the Company) continuing operations include two reportable operating segments, Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products.

Through its Papermaking Systems segment, the Company develops, manufactures, and markets a range of equipment and products primarily for the global papermaking and paper recycling and process industries. The Company's principal products in this segment include custom-engineered stock-preparation systems and equipment for the preparation of wastepaper for conversion into recycled paper; fluid-handling systems used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food; doctoring systems and equipment and related consumables important to the efficient operation of paper machines; and cleaning and filtration systems essential for draining, purifying, and recycling process water and cleaning paper machine fabrics and rolls.

Through its Wood Processing Systems segment, the Company designs and manufactures stranders and related equipment used in the production of oriented strand board (OSB), an engineered wood panel product used primarily in home construction. This segment also supplies debarking and wood chipping equipment used in the forest products and the pulp and paper industries.

Through its Fiber-based Products business, the Company manufactures and sells granules derived from papermaking byproducts primarily for use as agricultural carriers and for home lawn and garden applications, as well as for oil and grease absorption.

Discontinued Operation

In 2005, the Company's Kadant Composites LLC subsidiary (Composites LLC) sold substantially all of its assets to a third party. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including the warranty obligations associated with products manufactured prior to the sale date. All activity related to this business is classified in the results of the discontinued operation in the accompanying consolidated financial statements.

On October 24, 2011, the Company, Composites LLC, and other co-defendants entered into an agreement to settle a nationwide class action lawsuit related to allegedly defective composites decking building products manufactured by Composites LLC between April 2002 and October 2003. In 2012, the Company paid \$647,000 in approved claims under the class action settlement.

Principles of Consolidation

The accompanying consolidated financial statements of the Company include the accounts of its wholly and majority-owned subsidiaries. All material intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company has adopted a fiscal year ending on the Saturday nearest to December 31. References to 2013, 2012, and 2011 are for the fiscal years ended December 28, 2013, December 29, 2012, and December 31, 2011, respectively.

Use of Estimates and Critical Accounting Policies

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.

Notes to Consolidated Financial Statements**1. Nature of Operations and Summary of Significant Accounting Policies (continued)**

Critical accounting policies are defined as those that entail significant judgments and estimates, and could potentially result in materially different results under different assumptions and conditions. The Company believes that the most critical accounting policies upon which its financial position depends, and which involve the most complex or subjective decisions or assessments, concern revenue recognition and accounts receivable, warranty obligations, income taxes, the valuation of goodwill and intangible assets, inventories, and pension obligations. A discussion on the application of these and other accounting policies is included in Notes 1 and 3.

Although the Company makes every effort to ensure the accuracy of the estimates and assumptions used in the preparation of its consolidated financial statements or in the application of accounting policies, if business conditions were different, or if the Company used different estimates and assumptions, it is possible that materially different amounts could be reported in the Company's consolidated financial statements.

Revenue Recognition and Accounts Receivable

The Company recognizes revenue under Accounting Standards Codification (ASC) 605, "Revenue Recognition," (ASC 605) when the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or service has been rendered, the sales price is fixed or determinable, and collectability is reasonably assured. When the terms of the sale include customer acceptance provisions, and compliance with those provisions cannot be demonstrated until customer acceptance, revenues are recognized upon such acceptance. The Company includes in revenue amounts invoiced for shipping and handling with the corresponding costs reflected in cost of revenues. Provisions for discounts, warranties, returns and other adjustments are provided for in the period in which the related sales are recorded.

Most of the Company's revenue is recognized in accordance with the accounting policies in the preceding paragraph. However, when a sale arrangement involves multiple elements, such as equipment and installation, the Company considers the guidance in ASC 605. Such transactions are evaluated to determine whether the deliverables in the arrangement represent separate units of accounting based on the following criteria: the delivered item has value to the customer on a stand-alone basis, and if the contract includes a general right of return relative to the delivered item, delivery or performance of the undelivered item is considered probable and substantially under the control of the Company. Revenue is allocated to each unit of accounting or element based on relative selling prices. The Company determines relative selling prices by using either vendor-specific objective evidence (VSOE) if that exists, or third-party evidence of selling price. When neither VSOE or third-party evidence of selling price exists for a deliverable, the Company uses its best estimate of the selling price for that deliverable. In cases in which elements cannot be treated as separate units of accounting, the elements are combined into a single unit of accounting for revenue recognition purposes.

In addition, revenues and profits on certain long-term contracts are recognized using the percentage-of-completion method or the completed contract method of accounting pursuant to ASC 605. Revenues recorded under the percentage-of-completion method were \$19,758,000 in 2013, \$42,190,000 in 2012, and \$29,207,000 in 2011. The percentage of completion is determined by comparing the actual costs incurred to date to an estimate of total costs to be incurred on each contract. If a loss is indicated on any contract in process, a provision is made currently for the entire estimated loss. The Company's contracts generally provide for billing of customers upon the attainment of certain milestones specified in each contract. Revenues earned on contracts in process in excess of billings are classified as unbilled contract costs and fees, and amounts billed in excess of revenues earned are classified as billings in excess of contract costs and fees, which are included in other current liabilities in the accompanying balance sheet. There are no significant amounts included in the accompanying balance sheet that are not expected to be recovered from existing contracts at current contract values, or that are not expected to be collected within one year, including amounts that are billed but not paid under retainage provisions. For long-term contracts that do not meet the criteria under ASC 605-35 to be accounted for under the percentage-of-completion method, the Company recognizes revenue using the completed contract method. When using the completed contract method, the Company recognizes revenue when the contract has been substantially completed, the product has been delivered, and, if applicable, the customer acceptance criteria have been met.

Accounts receivable are recorded at invoiced amount and do not bear interest. The Company exercises judgment in determining its allowance for bad debts, which is based on its historical collection experience, current trends, credit policies, specific customer collection issues, and accounts receivable aging categories. In determining this allowance, the Company looks at historical writeoffs of its receivables. The Company also looks at current trends in the credit quality of its customer base as well as changes in its credit policies. The Company performs ongoing credit evaluations of its customers and adjusts credit limits based upon payment history and each customer's current creditworthiness. The Company continuously monitors collections and payments from its customers. Account balances are charged off against the allowance when the Company believes it is probable the receivable will not be recovered. In some instances, the Company utilizes letters of credit as a way to mitigate its credit exposure.

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

The Company's Chinese subsidiaries may receive banker's acceptance drafts from customers as payment for their trade accounts receivable. The banker's acceptance drafts are non-interest bearing and mature within six months of the origination date. The Company has the ability to sell the drafts at a discount or transfer the drafts in settlement of current accounts payable prior to the scheduled maturity date. These drafts, which totaled \$10,765,000 and \$9,794,000 at year-end 2013 and year-end 2012, respectively, are reflected in accounts receivable in the accompanying consolidated balance sheet until the subsidiary discounts or transfers the banker's acceptance drafts in settlement of current accounts payable prior to maturity or obtains cash payment on the scheduled maturity date.

Warranty Obligations

The Company provides for the estimated cost of product warranties at the time of sale based on the actual historical occurrence rates and repair costs. The Company typically negotiates the terms regarding warranty coverage and length of warranty depending on the products and applications. While the Company engages in extensive product quality programs and processes, the Company's warranty obligation is affected by product failure rates, repair costs, service delivery costs incurred in correcting a product failure, and supplier warranties on parts delivered to the Company. Should actual product failure rates, repair costs, service delivery costs, or supplier warranties on parts differ from the Company's estimates, revisions to the estimated warranty liability would be required.

The changes in the carrying amount of accrued warranty costs are as follows:

(In thousands)	2013	2012
Balance at Beginning of Year	\$ 4,462	\$ 4,129
Provision charged to income	1,565	1,775
Usage	(2,114)	(1,544)
Acquired	567	-
Currency translation	91	102
Balance at End of Year	<u>\$ 4,571</u>	<u>\$ 4,462</u>

Income Taxes

In accordance with ASC 740, "Income Taxes," (ASC 740), the Company recognizes deferred income taxes based on the expected future tax consequences of differences between the financial statement basis and the tax basis of assets and liabilities, calculated using enacted tax rates in effect for the year in which these differences are expected to reverse. A tax valuation allowance is established, as needed, to reduce deferred tax assets to the amount expected to be realized. In the period in which it becomes more likely than not that some or all of the deferred tax assets will be realized, the valuation allowance will be adjusted.

It is the Company's policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in the provision for income taxes. At December 28, 2013, the Company believes that it has appropriately accounted for any liability for unrecognized tax benefits. To the extent the Company prevails in matters for which a liability for an unrecognized tax benefit is established, the statute of limitations expires for a tax jurisdiction year, or the Company is required to pay amounts in excess of the liability, its effective tax rate in a given financial statement period may be affected.

Earnings per Share

Basic earnings per share has been computed by dividing net income attributable to Kadant by the weighted average number of shares outstanding during the year. Diluted earnings per share was computed using the treasury stock method assuming the effect of all potentially dilutive securities, including stock options, restricted stock units and employee stock purchase plan shares, as well as their related tax effects.

Cash and Cash Equivalents

At year-end 2013 and 2012, the Company's cash equivalents included investments in money market funds and other marketable securities, which had maturities of three months or less at the date of purchase. The carrying amounts of cash equivalents approximate their fair values due to the short-term nature of these instruments.

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Restricted Cash

At year-end 2013, the Company had approximately \$168,000 of restricted cash. This cash serves as collateral for bank guarantees primarily associated with providing assurance to customers that the Company will fulfill certain customer obligations entered into in the normal course of business. All of the bank guarantees will expire in 2014.

Supplemental Cash Flow Information

(In thousands)	2013	2012	2011
Cash Paid for Interest	\$ 961	\$ 856	\$ 1,106
Cash Paid for Income Taxes	\$ 8,375	\$ 9,326	\$ 6,677
Non-Cash Investing Activities:			
Fair Value of Assets Acquired	\$ 88,398	\$ –	\$ 21,808
Cash Paid for Acquired Businesses	(67,453)	–	(16,104)
Liabilities Assumed of Acquired Businesses	<u>\$ 20,945</u>	<u>\$ –</u>	<u>\$ 5,704</u>
Non-Cash Financing Activities:			
Issuance of Company Common Stock	\$ 2,677	\$ 2,106	\$ 2,296
Dividends Declared but Unpaid	\$ 1,389	\$ –	\$ –

Inventories

Inventories are stated at the lower of cost (on a first-in, first-out; or weighted average basis) or market value and include materials, labor, and manufacturing overhead. The Company periodically reviews its quantities of inventories on hand and compares these amounts to the expected usage of each particular product or product line. The Company records as a charge to cost of revenues any amounts required to reduce the carrying value of inventories to net realizable value.

The components of inventories are as follows:

(In thousands)	2013	2012
Raw Materials and Supplies	\$ 20,836	\$ 19,561
Work in Process	21,051	8,371
Finished Goods (includes \$2,941 and \$2,310 at customer locations)	20,918	14,145
	<u>\$ 62,805</u>	<u>\$ 42,077</u>

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost. The costs of additions and improvements are capitalized, while maintenance and repairs are charged to expense as incurred. The Company provides for depreciation and amortization primarily using the straight-line method over the estimated useful lives of the property as follows: buildings, 10 to 40 years; machinery and equipment, 2 to 10 years; and leasehold improvements, the shorter of the term of the lease or the life of the asset.

Property, plant, and equipment consist of the following:

(In thousands)	2013	2012
Land	\$ 4,797	\$ 3,968
Buildings	38,363	36,823
Machinery, Equipment, and Leasehold Improvements	74,837	68,255
	117,997	109,046
Less: Accumulated Depreciation and Amortization	73,112	69,878
	<u>\$ 44,885</u>	<u>\$ 39,168</u>

Depreciation and amortization expense related to property, plant, and equipment was \$5,088,000, \$5,015,000, and \$4,953,000 in 2013, 2012, and 2011, respectively.

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Intangible Assets

Intangible assets in the accompanying balance sheet include the costs of acquired intellectual property, tradenames, patents, customer relationships, non-compete agreements and other specifically identifiable intangible assets. An intangible asset of \$8,100,000 associated with the acquisition of the Johnson tradename as part of the Company's acquisition of The Johnson Corporation in 2005 has an indefinite life and is not being amortized. The remaining intangible assets have been amortized as the underlying economic benefits are realized with a weighted-average amortization period of 11 years. The intangible asset lives have been determined based on the anticipated period over which the Company will derive future cash flow benefits from the intangible assets. The Company has considered the effects of legal, regulatory, contractual, competitive, and other economic factors in determining these useful lives.

Acquired intangible assets are as follows:

(In thousands)	Gross	Currency Translation	Accumulated Amortization	Net
December 28, 2013				
Customer relationships	\$ 37,964	\$ 1,074	\$ (11,446)	\$ 27,592
Intellectual property	20,350	(225)	(12,276)	7,849
Tradenames	10,198	(60)	(252)	9,886
Non-compete agreements	3,388	(10)	(3,203)	175
Distribution network	2,400	-	(1,238)	1,162
Licensing agreements	400	-	(173)	227
Other	2,809	(65)	(1,785)	959
	<u>\$ 77,509</u>	<u>\$ 714</u>	<u>\$ (30,373)</u>	<u>\$ 47,850</u>
December 29, 2012				
Customer relationships	\$ 19,054	\$ 1,433	\$ (9,825)	\$ 10,662
Intellectual property	15,690	(60)	(10,838)	4,792
Tradenames	8,879	(30)	(125)	8,724
Non-compete agreements	3,362	(9)	(3,159)	194
Distribution network	2,400	-	(1,094)	1,306
Licensing agreements	400	-	(153)	247
Other	689	(27)	(492)	170
	<u>\$ 50,474</u>	<u>\$ 1,307</u>	<u>\$ (25,686)</u>	<u>\$ 26,095</u>

Amortization of acquired intangible assets was \$4,687,000 in 2013, \$3,369,000 in 2012, and \$2,983,000 in 2011. The estimated future amortization expense of acquired intangible assets is \$5,513,000 in 2014; \$4,588,000 in 2015; \$4,296,000 in 2016; \$4,058,000 in 2017; \$3,979,000 in 2018; and \$17,316,000 in the aggregate thereafter.

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

Goodwill

The changes in the carrying amount of goodwill by segment are as follows:

(In thousands)	Papermaking Systems Segment	Wood Processing Systems Segment	Total
Balance as of December 31, 2011:			
Gross Balance	\$ 191,468	\$ –	\$ 191,468
Accumulated Impairment Losses	(85,509)	–	(85,509)
Net Balance	105,959	–	105,959
Increase due to acquisitions	–	–	–
Currency translation adjustment	1,988	–	1,988
Total 2012 Adjustments	1,988	–	1,988
Balance at December 29, 2012:			
Gross Balance	193,456	–	193,456
Accumulated Impairment Losses	(85,509)	–	(85,509)
Net Balance	107,947	–	107,947
Increase due to acquisitions	2,545	21,480	24,025
Currency translation adjustment	338	(395)	(57)
Total 2013 Adjustments	2,883	21,085	23,968
Balance at December 28, 2013:			
Gross Balance	196,339	21,085	217,424
Accumulated Impairment Losses	(85,509)	–	(85,509)
Net Balance	<u>\$ 110,830</u>	<u>\$ 21,085</u>	<u>\$ 131,915</u>

Impairment of Long-Lived Assets

The Company evaluates the recoverability of goodwill and intangible assets with indefinite useful lives as of the end of each fiscal year, or more frequently if events or changes in circumstances, such as a significant decline in sales, earnings, or cash flows, or material adverse changes in the business climate, indicate that the carrying value of an asset might be impaired. In 2011, the Company adopted Accounting Standards Update (ASU) No. 2011-08, *Intangibles - Goodwill and Other (Topic 350), Testing Goodwill for Impairment*, that includes the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount before performing the two-step impairment test as required in ASC 350, *Intangibles – Goodwill and Other*. At December 28, 2013 and December 29, 2012, the Company performed a qualitative goodwill impairment analysis. These impairment analyses included an assessment of certain qualitative factors including, but not limited to, the results of prior fair value calculations, the movement of the Company's share price and market capitalization, the reporting unit and overall financial performance, and macroeconomic and industry conditions. The Company considered the qualitative factors and weighed the evidence obtained, and determined that it is not more likely than not that the fair value of any of the reporting units is less than its carrying amount. Although the Company believes the factors considered in the impairment analysis are reasonable, significant changes in any one of the assumptions used could produce a different result. Additionally, at December 28, 2013 and December 29, 2012, the Company performed a quantitative impairment analysis on our indefinite-lived intangible asset, the Johnson tradename totaling \$8,100,000, and determined that the asset was not impaired.

Goodwill by reporting unit is as follows:

(In thousands)	2013	2012
Stock-Preparation	\$ 18,290	\$ 17,583
Doctoring, Cleaning, & Filtration	34,658	33,081
Fluid-Handling	57,882	57,283
Wood Processing Systems	21,085	-
	<u>\$ 131,915</u>	<u>\$ 107,947</u>

Notes to Consolidated Financial Statements**1. Nature of Operations and Summary of Significant Accounting Policies (continued)**

The Company assesses its long-lived assets, other than goodwill and indefinite-lived intangible assets, for impairment whenever facts and circumstances indicate that the carrying amounts may not be fully recoverable. To analyze recoverability, the Company projects undiscounted net future cash flows over the remaining lives of such assets. If these projected cash flows were less than the carrying amounts, an impairment loss would be recognized, resulting in a write-down of the assets with a corresponding charge to earnings. The impairment loss would be measured based upon the difference between the carrying amounts and the fair values of the assets. No indicators of impairment were identified in 2013 or 2012.

Foreign Currency Translation and Transactions

All assets and liabilities of the Company's foreign subsidiaries are translated at year-end exchange rates, and revenues and expenses are translated at average exchange rates for each quarter in accordance with ASC 830, "Foreign Currency Matters." Resulting translation adjustments are reflected in the "accumulated other comprehensive items" component of stockholders' equity (see Note 14). Foreign currency transaction gains and losses are included in the accompanying consolidated statement of income and are not material for the three years presented.

Stock-Based Compensation

The Company recognizes compensation cost for all stock-based awards granted to employees and directors based on the grant date estimate of fair value for those awards. The Company uses the grant date trading price of the Company's common stock to determine the fair value for restricted stock units (RSUs) and the Black-Scholes option-pricing model to determine the fair value for stock option grants. For stock options and time-based RSUs, compensation expense is recognized ratably over the requisite service period for the entire award net of forfeitures. For performance-based RSUs, compensation expense is recognized ratably over the requisite service period for each separately-vesting portion of the award net of forfeitures and remeasured at each reporting period until the total number of RSUs to be issued is known.

Derivatives

The Company uses derivative instruments primarily to reduce its exposure to changes in currency exchange rates and interest rates. When the Company enters into a derivative contract, the Company makes a determination as to whether the transaction is deemed to be a hedge for accounting purposes. For a contract deemed to be a hedge, the Company formally documents the relationship between the derivative instrument and the risk being hedged. In this documentation, the Company specifically identifies the asset, liability, forecasted transaction, cash flow, or net investment that has been designated as the hedged item, and evaluates whether the derivative instrument is expected to reduce the risks associated with the hedged item. To the extent these criteria are not met, the Company does not use hedge accounting for the derivative. The changes in the fair value of a derivative not deemed to be a hedge are recorded currently in earnings. The Company does not hold or engage in transactions involving derivative instruments for purposes other than risk management.

ASC 815, "Derivatives and Hedging," requires that all derivatives be recognized on the balance sheet at fair value. For derivatives designated as cash flow hedges, the related gains or losses on these contracts are deferred as a component of accumulated other comprehensive items (AOCI). These deferred gains and losses are recognized in the period in which the underlying anticipated transaction occurs. For derivatives designated as fair value hedges, the unrealized gains and losses resulting from the impact of currency exchange rate movements are recognized in earnings in the period in which the exchange rates change and offset the currency gains and losses on the underlying exposures being hedged. The Company performs an evaluation of the effectiveness of the hedge both at inception and on an ongoing basis. The ineffective portion of a hedge, if any, and changes in the fair value of a derivative not deemed to be a hedge, are recorded in the consolidated statement of income.

Recent Accounting Pronouncements

Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. In July 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2013-11. Currently, GAAP does not include explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This ASU clarifies that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except as follows: to the extent a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. This ASU applies to all entities that have unrecognized

Notes to Consolidated Financial Statements

1. Nature of Operations and Summary of Significant Accounting Policies (continued)

tax benefits when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists at the reporting date. This ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013, although early adoption is permitted. This ASU will be applied prospectively to all unrecognized tax benefits that exist at the effective date. The Company has not yet adopted this ASU and is currently evaluating the effect the adoption will have on its consolidated financial statements.

Derivatives and Hedging (Topic 815): Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes. In July 2013, the FASB issued ASU No. 2013-10. This ASU permits the Fed Funds Effective Swap Rate (OIS) to be used as a U.S. benchmark interest rate for hedge accounting purposes, in addition to the U.S. government treasury obligation rate and the London Interbank Offered Rate (LIBOR). This ASU also removes the restriction on using different benchmark rates for similar hedges. This ASU is effective prospectively for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013. The Company adopted this ASU in the third quarter of 2013 and the adoption did not have an effect on its consolidated financial statements. The Company will consider the guidance in this ASU for future transactions in which the Company elects to apply hedge accounting of the benchmark interest rate.

Foreign Currency Matters (Topic 830): Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity. In March 2013, the FASB issued ASU No. 2013-05. When a reporting entity (parent) ceases to have a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business within a foreign entity, the parent is required to apply the guidance in subtopic 830-30 to release any related cumulative translation adjustment into net income. Accordingly, the cumulative translation adjustment should be released into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided. This ASU is effective prospectively for fiscal years and interim periods beginning after December 15, 2013. This ASU will be applied prospectively to derecognition events occurring after the effective date. Prior periods should not be adjusted. Early adoption is permitted. The Company does not expect the adoption of this ASU to have a material effect on its consolidated financial statements.

2. Acquisitions

On April 12, 2013, the Company acquired all the outstanding stock of Companhia Brasileira de Tecnologia Industrial (CBTI) for approximately \$8,140,000 in cash and \$484,000 in assumed liabilities owed to Kadant. CBTI was a long-time licensee of the Company's doctoring, cleaning, filtration, and stock preparation products and is also a supplier of industrial drying systems. This acquisition furthers the Company's strategy of expanding its presence in emerging markets. At the closing date, approximately \$3,550,000 of the purchase price was deposited into an escrow fund to secure certain indemnification obligations of the sellers. Approximately \$1,248,000 of the escrow fund was released to the sellers in February 2014, and the balance will be released on various dates over a five-year period ending on the fifth anniversary of the closing date, less the amount of any claims.

On May 3, 2013, the Company acquired certain assets of the Noss Group (Noss), a Sweden-based developer and supplier of high-efficiency cleaners and approach flow systems, for approximately \$7,094,000 in cash. This acquisition expands the Company's product offerings in its Stock-Preparation product line, particularly for virgin pulp and approach flow applications. In addition, Noss has a large installed base and a high proportion of its revenues are parts and consumables products. At the closing date, approximately \$1,970,000 of the purchase price was deposited into an escrow fund to secure certain indemnification obligations of the sellers. The escrow fund, less any claims made, will be released to the sellers in two installments on the first and second anniversaries of the closing date.

On November 6, 2013, the Company acquired all the outstanding shares of Carmanah Design and Manufacturing Inc. (Carmanah) for approximately \$51,564,000 in cash and \$171,000 of assumed liabilities owed to Kadant. The purchase price is subject to a post-closing adjustment. Carmanah is a designer and manufacturer of stranders and related equipment used in the production of oriented strand board, an engineered wood panel product used primarily in home construction. At the closing date, \$6,705,000 of the purchase price was deposited into an escrow fund to secure certain tax, environmental, and other indemnification obligations of the sellers. The escrow fund, less any claims made, will be released to the sellers in two installments on the 12-month and 18-month anniversaries of the closing. The acquisition of Carmanah will extend Kadant's presence into the forest products industry and advance the Company's strategy of increasing its parts and consumables business.

Notes to Consolidated Financial Statements

2. Acquisitions (continued)

The following table summarizes the purchase method of accounting for the acquisitions made in 2013 and the estimated fair values of assets acquired and liabilities assumed (in thousands):

Cash and cash equivalents	\$ 1,966
Accounts receivable	8,523
Inventories	18,169
Other current assets	1,726
Property, plant & equipment	5,891
Other assets	1,063
Intangibles	27,035
Goodwill	24,025
Total assets acquired	<u>88,398</u>
Accounts payable	2,238
Customer deposits	7,064
Long-term deferred tax liabilities	6,062
Other liabilities	5,581
Total liabilities assumed	<u>20,945</u>
Net assets acquired	<u>\$ 67,453</u>
Consideration:	
Cash	\$ 39,717
Cash paid to seller borrowed under the 2012 Credit Agreement	27,081
Short-term obligations	655
Total consideration	<u>\$ 67,453</u>

The allocation of the purchase price for each acquisition was based on estimates of the fair value of the assets acquired and is subject to adjustment upon finalization of the purchase price allocation. Intangibles of \$27,035,000 relate primarily to customer relationships and intellectual property and are being amortized over a weighted-average period of 10 years. The excess of the purchase price for the acquisitions made in 2013 over the tangible and identifiable intangible assets was recorded as goodwill and amounted to approximately \$24,025,000, the majority of which is not deductible for tax purposes.

These acquisitions have been accounted for using the purchase method of accounting and the results have been included in the accompanying financial statements from the dates of the acquisitions. The Company recorded acquisition transaction costs of approximately \$1,802,000 in 2013 in selling, general, and administrative expenses related to acquisitions. The fair values are subject to adjustment upon finalization of the valuations, and therefore the current measurements of intangible assets, acquired goodwill, and assumed assets and liabilities are subject to change.

On May 27, 2011, a subsidiary in the Company's Papermaking Systems segment acquired all of the stock of m-clean papertech holding AB (M-Clean), a European-based supplier of equipment used to clean paper machine fabrics and rolls. The aggregate purchase price for this acquisition was \$16,072,000, net of post-closing adjustments. The purchase price included \$910,000 of cash acquired and \$517,000 of debt assumed.

This acquisition has been accounted for using the purchase method of accounting and the results of M-Clean have been included in the accompanying financial statements from the date of its acquisition. The Company recorded acquisition transaction costs of approximately \$249,000 in 2011 in selling, general, and administrative expenses. Allocation of the purchase price for the acquisition was based on estimates of the fair values of the net assets acquired. The purchase price allocation includes identifiable intangible assets acquired of \$5,777,000, which are being amortized over a weighted-average period of 8 years. The excess of the acquisition purchase price over the tangible and identifiable intangible assets was recorded as goodwill and totaled \$9,641,000, none of which is deductible for tax purposes.

The Company's acquisitions have historically been made at prices above the fair value of the acquired assets, resulting in goodwill, due to expectations of synergies from combining the businesses. The Company anticipates several synergies in connection with these acquisitions, including the use of the Company's existing distribution channels to expand sales of the products of the acquired businesses.

Pro forma disclosures of the results of operations are not required, as the acquisitions are not considered material business combinations as outlined in FASB ASC 805, "Business Combinations."

Notes to Consolidated Financial Statements

3. Employee Benefit Plans

Stock-Based Compensation Plans

The Company maintains stock-based compensation plans primarily for its key employees and directors, although the plans permit awards to others expected to make significant contributions to the future of the Company. The plans authorize the compensation committee of the Company's board of directors (the board committee) to award a variety of stock and stock-based incentives, such as restricted stock, restricted stock units, nonqualified and incentive stock options, stock bonus shares, or performance-based shares. The award recipients and the terms of awards, including price, granted under these plans are determined by the board committee. Upon a change of control, as defined in the plans, all options or other awards become fully vested and all restrictions lapse. The Company had 274,921 shares available for grant under stock-based compensation plans at year-end 2013. The Company generally issues its common stock out of treasury stock, to the extent available, for share issuances related to its stock-based compensation plans.

The Company recognizes compensation cost for all stock-based awards granted to employees based on the grant date estimate of fair value for those awards. Total stock-based compensation expense was \$5,216,000, \$4,766,000, and \$3,934,000 in 2013, 2012, and 2011, respectively, and is included in selling, general, and administrative expenses in the accompanying consolidated statement of income.

The components of pre-tax stock-based compensation expense are as follows:

(In thousands)	2013	2012	2011
Restricted Stock Unit Awards	\$ 4,102	\$ 3,731	\$ 3,212
Stock Option Awards	1,015	954	628
Employee Stock Purchase Plan Awards	99	81	94
Total	<u>\$ 5,216</u>	<u>\$ 4,766</u>	<u>\$ 3,934</u>

The Company has elected to recognize excess income tax benefits from stock option exercises and the vesting of restricted stock units in capital in excess of par value using the tax return ordering approach. The Company measures the tax benefit associated with excess tax deductions related to stock-based compensation expense by multiplying the excess tax deductions by the statutory tax rates. The Company recognized income tax benefits in capital in excess of par value of \$351,000, \$132,000, and \$371,000 in 2013, 2012, and 2011, respectively, associated with stock-based compensation.

Non-Employee Director Restricted Stock Units

In general, the Company grants 5,000 restricted stock units (RSUs) to each of its non-employee directors in the first quarter of each fiscal year. The shares vest ratably on the last day of each fiscal quarter within the year. In addition, the Company has granted 10,000 RSUs to each of its non-employee directors, which will only vest and compensation expense will only be recognized upon a change in control as defined in the Company's 2006 equity incentive plan. These RSUs, which total 50,000 outstanding in the aggregate and have a grant date fair value of \$1,009,000, will be forfeited if a change in control does not occur before the last day of the first quarter of 2015.

The Company grants restricted stock units to non-employee directors, and certain employees. Holders of restricted stock units have no voting rights and are not entitled to receive cash dividends.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

Performance-Based Restricted Stock Units

The Company grants performance-based RSUs to executive officers of the Company. Each performance-based RSU represents the right to receive one share of the Company's common stock upon vesting. The RSUs are subject to adjustment based on the achievement of a performance measure selected for the fiscal year, which is a specified target for adjusted earnings before interest, taxes, depreciation, and amortization (adjusted EBITDA) generated from continuing operations. Following adjustment, the RSUs are subject to additional time-based vesting, and vest in three equal annual installments, provided that the executive officer is employed by the Company on the applicable vesting dates.

The Company recognizes compensation expense associated with performance-based RSUs ratably over the requisite service period for each separately-vesting portion of the award based on the grant date fair value. Compensation expense recognized is net of forfeitures and remeasured each reporting period until the total number of RSUs to be issued is known. Unrecognized compensation expense related to the unvested performance-based RSUs totaled approximately \$1,441,000 at year-end 2013, and will be recognized over a weighted average period of 1.4 years.

The performance-based RSU agreements provide for forfeiture in certain events, such as voluntary or involuntary termination of employment, and for acceleration of vesting in certain events, such as death, disability or a change in control of the Company. If death, disability, or a change in control occurs prior to the end of the performance period, the officer will receive the target RSU amount; otherwise, the officer will receive the number of deliverable RSUs based on the achievement of the performance goal, as stated in the RSU agreements.

Time-Based Restricted Stock Units

The Company grants time-based RSUs to certain employees of the Company. Each time-based RSU represents the right to receive one share of the Company's common stock upon vesting. The Company is recognizing compensation expense associated with these time-based RSUs ratably over the requisite service period for the entire award based on the grant date fair value and net of forfeitures. The time-based RSU agreement provides for forfeiture in certain events, such as voluntary or involuntary termination of employment, and for acceleration of vesting in certain events, such as death, disability, or a change in control of the Company. Unrecognized compensation expense related to the time-based RSUs totaled approximately \$1,760,000 at year-end 2013, and will be recognized over a weighted average period of 1.7 years.

A summary of the activity of the Company's unvested restricted stock units for 2011, 2012, and 2013 is as follows:

Unvested Restricted Stock Units	Units (In thousands)	Weighted Average Grant- Date Fair Value
Unvested RSUs at January 1, 2011	312	\$ 16.77
Granted	184	\$ 24.91
Vested	(159)	\$ 19.90
Forfeited / Expired	(8)	\$ 8.81
Unvested RSUs at December 31, 2011	329	\$ 20.02
Granted	179	\$ 21.95
Vested	(144)	\$ 19.97
Forfeited / Expired	(1)	\$ 27.74
Unvested RSUs at December 29, 2012	363	\$ 20.98
Granted	176	\$ 25.53
Vested	(182)	\$ 22.84
Forfeited / Expired	(14)	\$ 16.97
Unvested RSUs at December 28, 2013	343	\$ 22.50

The total fair value of shares vested was \$4,997,000, \$3,321,000, and \$4,071,000 in 2013, 2012, and 2011, respectively.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

Stock Options

Options granted from 2011 through 2013 have been nonqualified options that vest over three years and are not exercisable until vested. To date, all options have been granted at an exercise price equal to the fair market value of the Company's common stock on the date of grant. The stock options vest in three equal annual installments beginning on the first anniversary of the grant date, provided that the recipient remains employed by the Company on the applicable vesting dates. The Company is recognizing compensation expense associated with these stock options ratably over the requisite service period for the entire award based on the grant date fair value and net of forfeitures. Unrecognized compensation expense related to these stock options totaled approximately \$1,219,000 at December 28, 2013, and will be recognized over a weighted average period of 1.8 years.

The fair value of each option grant was estimated on the grant date using the Black-Scholes option-pricing model with the following assumptions:

	2013	2012	2011
Weighted-average Exercise Price	\$ 25.98	\$ 21.91	\$ 24.90
Weighted-average Grant Date Fair Value	\$ 11.33	\$ 11.69	\$ 12.85
Volatility	51%	50%	45%
Expected Annual Dividend	1.92%	—	—
Risk-Free Interest Rate	1.25%	1.38%	2.86%
Expected Life of Options	7.6 years	7.6 years	7.4 years

The Black-Scholes option-pricing model was developed for use in estimating the fair value of traded options, which have no vesting restrictions and are fully transferable. In addition, option-pricing models require the input of highly subjective assumptions, including expected stock price volatility. Expected stock price volatility was calculated based on a review of the Company's actual historic stock prices commensurate with the expected life of the award. The expected option life was derived based on a review of the Company's historic option holding periods, including consideration of the holding period inherent in currently vested but unexercised options. The expected annual dividend rate was calculated by dividing the Company's annual dividend by the closing stock price on the grant date. The risk-free interest rate is based on the yield on zero-coupon U.S. Treasury securities for a period that is commensurate with the expected term of the option. The compensation expense recognized for all equity-based awards is net of estimated forfeitures. Forfeitures are estimated based on an analysis of actual option forfeitures.

A summary of the Company's stock option activity for 2011, 2012, and 2013 is as follows:

(In thousands, except per share amounts)	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value (a)
Options Outstanding at January 1, 2011	161	\$ 14.82		
Granted	82	\$ 24.90		
Exercised	(8)	\$ 20.01		
Options Outstanding at December 31, 2011	235	\$ 18.15		
Granted	83	\$ 21.91		
Exercised	(18)	\$ 17.54		
Options Outstanding at December 29, 2012	300	\$ 19.23		
Granted	93	\$ 25.98		
Options Outstanding at December 28, 2013	393	\$ 20.82	7.5 years	\$ 7,841
Vested and Unvested Expected to Vest, End of Year	393	\$ 20.82	7.5 years	\$ 7,841
Options Exercisable, End of Year	217	\$ 17.84	6.7 years	\$ 4,992

(a) The closing price per share on the last trading day prior to December 28, 2013 was \$40.79.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

A summary of the Company's stock option exercises in 2013, 2012, and 2011 is as follows.

(In thousands)	2013	2012	2011
Total intrinsic value of options exercised	\$ -	\$ 119	\$ 39
Cash received from options exercised	\$ -	\$ 319	\$ 150

Employee Stock Purchase Plan

The Company's eligible U.S. employees may elect to participate in its employee stock purchase plan. Under the plan, shares of the Company's common stock may be purchased at a 15% discount from the fair market value at the beginning or end of the purchase period, whichever is lower. Shares purchased under the plan are subject to a one-year resale restriction and are purchased through payroll deductions of up to 10% of each participating employee's gross wages. For the 2013, 2012, and 2011 plan years, the Company issued 16,325, 17,490, and 12,509 shares, respectively, of its common stock under this plan.

401(k) Savings and Other Defined Contribution Plans

The Company's U.S. subsidiaries participate in the Kadant Inc. 401(k) Retirement Savings Plan sponsored by the Company. Contributions to the plan are made by both the employee and the Company and are immediately vested. Company contributions are based upon the level of employee contributions.

Certain of the Company's subsidiaries offer other retirement plans, the majority of which are defined contribution plans. Company contributions to these plans are based on formulas determined by the Company.

For these plans, the Company contributed and charged to expense approximately \$2,607,000, \$2,466,000, and \$2,294,000 in 2013, 2012, and 2011, respectively.

Defined Benefit Pension Plan and Post-Retirement Welfare Benefits Plans

The Company sponsors a noncontributory defined benefit retirement plan for the benefit of eligible employees at its Kadant Solutions division and the corporate office. Benefits under the plan are based on years of service and employee compensation. Funds are contributed to a trustee as necessary to provide for current service and for any unfunded projected benefit obligation over a reasonable period. Effective December 31, 2005, this plan was closed to new participants. The Company also has a post-retirement welfare benefits plan for the benefit of eligible employees at its Kadant Solutions division (included in the table below in "Other Benefits"). No future retirees are eligible for this post-retirement welfare benefits plan, and the plans include limits on the employer's contributions.

In March 2011, the Company approved a Restoration Plan (included in the table below in "Other Benefits") for the benefit of certain executive officers who are also participants of the noncontributory defined benefit retirement plan. This plan provides a benefit equal to the benefits lost under the noncontributory defined benefit retirement plan as a consequence of applicable Internal Revenue Service limits on the levels of contributions and benefits.

The Company's Kadant Lamort subsidiary sponsors a defined benefit pension plan (included in the table below in "Other Benefits"). Benefits under this plan are based on years of service and projected employee compensation.

The Company's Kadant Johnson subsidiary also offers a post-retirement welfare benefits plan (included in the table below in "Other Benefits") to its U.S. employees upon attainment of eligible retirement age. This plan was closed to employees who did not meet its retirement eligibility requirements on January 1, 2012.

In accordance with ASC 715, "Compensation—Retirement Benefits," (ASC 715), an employer is required to recognize the overfunded or underfunded status of a defined benefit post-retirement plan as an asset or liability in its balance sheet and to recognize changes in that funded status in the year in which the changes occur through comprehensive income. These amounts will be subsequently recognized as net periodic pension cost pursuant to the Company's historical accounting policy for amortizing such amounts. Further, actuarial gains and losses that arise in subsequent periods and are not recognized as net periodic pension cost in the same periods will be recognized as a component of accumulated other comprehensive items. The actuarial loss and prior service loss included in accumulated other comprehensive items and expected to be recognized in net periodic pension cost in 2014 are \$368,000 and \$142,000, respectively.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

The following table summarizes the change in benefit obligation; the change in plan assets; the unfunded status; and the amounts recognized in the balance sheet for the Company's pension benefits and other benefits plans. The measurement date for all items set forth below is the last day of the fiscal year presented.

(In thousands)	Pension Benefits		Other Benefits	
	2013	2012	2013	2012
Change in Benefit Obligation:				
Benefit obligation at beginning of year	\$ 31,743	\$ 31,594	\$ 5,968	\$ 5,402
Service cost	892	991	171	143
Interest cost	1,167	1,313	207	225
Actuarial (gain) loss	(4,617)	1,046	(551)	425
Benefits paid	(1,394)	(3,201)	(299)	(275)
Effect of currency translation	—	—	87	48
Benefit obligation at end of year	\$ 27,791	\$ 31,743	\$ 5,583	\$ 5,968
Change in Plan Assets:				
Fair value of plan assets at beginning of year	\$ 26,728	\$ 26,393	\$ —	\$ —
Actual return on plan assets	(358)	2,576	—	—
Employer contribution	1,080	960	299	275
Benefits paid	(1,394)	(3,201)	(299)	(275)
Fair value of plan assets at end of year	\$ 26,056	\$ 26,728	\$ —	\$ —
Unfunded status	\$ (1,735)	\$ (5,015)	\$ (5,583)	\$ (5,968)
Accumulated benefit obligation as of year-end	\$ 23,494	\$ 26,270	\$ 1,876	\$ 1,777
Amounts Recognized in the Balance Sheet Consist of:				
Current liability	\$ —	\$ —	\$ (233)	\$ (251)
Non-current liability	\$ (1,735)	\$ (5,015)	\$ (5,350)	\$ (5,717)
Amounts Recognized in Accumulated Other Comprehensive Items Before Tax Consist of:				
Unrecognized net actuarial loss	\$ (6,264)	\$ (9,656)	\$ (662)	\$ (1,251)
Unrecognized prior service cost	(218)	(273)	(799)	(882)
Total	\$ (6,482)	\$ (9,929)	\$ (1,461)	\$ (2,133)
Changes in Amounts Recognized in Accumulated Other Comprehensive Items Before Tax:				
Current year unrecognized net actuarial gain (loss)	\$ 2,859	\$ (85)	\$ 551	\$ (425)
Amortization of unrecognized prior service cost	55	56	85	28
Amortization of unrecognized net actuarial loss	533	634	62	36
Effect of currency translation	—	—	(26)	(7)
Total	\$ 3,447	\$ 605	\$ 672	\$ (368)

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

The weighted-average assumptions used to determine the benefit obligation as of year-end were as follows:

	Pension Benefits		Other Benefits	
	2013	2012	2013	2012
Discount rate	4.79%	3.89%	4.04%	3.52%
Rate of compensation increase	3.50%	3.50%	3.00%	3.15%

The projected benefit obligations and fair value of plan assets for the Company's pension plans with projected benefit obligations in excess of plan assets were as follows:

(In thousands)	Pension Benefits		Other Benefits	
	2013	2012	2013	2012
Pension Plans with Projected Benefit Obligations in Excess of Plan Assets:				
Projected benefit obligation	\$ 27,791	\$ 31,743	\$ 2,469	\$ 2,456
Fair value of plan assets	\$ 26,056	\$ 26,728	\$ –	\$ –

The accumulated benefit obligations and fair values of plan assets for the Company's pension plans with accumulated benefit obligations in excess of plan assets were as follows:

(In thousands)	Pension Benefits		Other Benefits	
	2013	2012	2013	2012
Pension Plans with Accumulated Benefit Obligations in Excess of Plan Assets:				
Accumulated benefit obligation	\$ –	\$ –	\$ 1,876	\$ 1,777
Fair value of plan assets	\$ –	\$ –	\$ –	\$ –

The components of net periodic benefit cost were as follows:

(In thousands)	Pension Benefits			Other Benefits		
	2013	2012	2011	2013	2012	2011
Components of Net Periodic Benefit Cost:						
Service cost	\$ 998	\$ 991	\$ 855	\$ 171	\$ 143	\$ 187
Interest cost	1,167	1,313	1,298	207	225	237
Expected return on plan assets	(1,506)	(1,616)	(1,429)	–	–	–
Recognized net actuarial loss	533	634	433	62	36	28
Amortization of prior service cost	55	56	55	85	28	15
Net periodic benefit cost	\$ 1,247	\$ 1,378	\$ 1,212	\$ 525	\$ 432	\$ 467

The weighted-average assumptions used to determine net periodic benefit cost were as follows:

	Pension Benefits			Other Benefits		
	2013	2012	2011	2013	2012	2011
Discount rate	3.89%	4.28%	5.25%	3.53%	4.44%	5.04%
Expected long-term return on plan assets	5.75%	6.25%	6.25%	–	–	–
Rate of compensation increase	3.50%	4.00%	4.00%	3.25%	3.57%	3.28%

In developing the overall expected long-term return on plan assets assumption, a building block approach was used in which rates of return in excess of inflation were considered separately for equity securities, debt securities, and other assets. The excess returns were weighted by the representative target allocation and added along with an appropriate rate of inflation to develop the overall expected long-term return on plan assets assumption. The Company believes this determination is consistent with ASC 715.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

Assumed weighted-average healthcare cost trend rates as of year-end were as follows:

	2013	2012
Healthcare cost trend rate assumed for next year	8.00%	8.00%
Ultimate healthcare cost trend rate	0.00%	0.00%
Year assumed rate reaches ultimate rate	2018	2018

A one-percentage point increase or decrease in assumed healthcare cost trend rates would have had an immaterial effect on service and interest cost components in 2013 and the post-retirement obligation at year-end 2013.

Plan Assets

The fair values of the Company's noncontributory defined benefit retirement plan assets at year-end 2013 and 2012 by asset category are as follows:

(In thousands)	2013			Total
	Fair Value Measurement			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Asset Category:				
Mutual Funds:				
U.S. Equity (a)	\$ 3,205	\$ —	\$ —	\$ 3,205
International Equity (a)	817	—	—	817
Fixed Income (b)	14,374	7,660	—	22,034
Total Assets	<u>\$ 18,396</u>	<u>\$ 7,660</u>	<u>\$ —</u>	<u>\$ 26,056</u>

(In thousands)	2012			Total
	Fair Value Measurement			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Asset Category:				
Mutual Funds:				
U.S. Equity (a)	\$ 3,331	\$ —	\$ —	\$ 3,331
International Equity (a)	848	—	—	848
Fixed Income (b)	14,641	7,908	—	22,549
Total Assets	<u>\$ 18,820</u>	<u>\$ 7,908</u>	<u>\$ —</u>	<u>\$ 26,728</u>

(a) Common stock index funds.

(b) Investments in commingled funds that invest in a diversified blend of investment and non-investment grade fixed income securities.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

Description of Fair Value Measurements

Level 1 – Quoted, active market prices for identical assets. Share prices of the funds, referred to as a fund's Net Asset Value (NAV), are calculated daily based on the closing market prices and accruals of securities in the fund's total portfolio (total value of the fund) divided by the number of fund shares currently issued and outstanding. Redemptions of the mutual funds occur by contract at the respective fund's redemption date NAV.

Level 2 – Observable inputs other than Level 1 prices, based on model-derived valuations in which all significant inputs are observable in active markets. The NAVs of the funds are calculated monthly based on the closing market prices and accruals of securities in the fund's total portfolio (total value of the fund) divided by the number of fund shares currently issued and outstanding. Redemptions of the mutual funds occur by contract at the respective fund's redemption date NAV.

Level 3 – Unobservable inputs based on the Company's own assumptions.

The Company has developed an investment policy for its noncontributory defined benefit retirement plan. The investment strategy is to emphasize total return, that is, the aggregate return from capital appreciation and dividend and interest income. The primary objective of the investment management for the plan's assets is the emphasis on consistent growth, specifically, growth in a manner that protects the plan's assets from excessive volatility in market value from year to year. The investment policy takes into consideration the benefit obligations, including timing of distributions.

The primary objective for the noncontributory defined benefit retirement plan is to provide long-term capital appreciation through investment in equity and debt securities. The following target asset allocation has been established for the plan:

Asset Category	Minimum	Neutral	Maximum
Equity securities	10%	15%	20%
Debt securities	80%	85%	90%
Total		100%	

All equity securities must be drawn from recognized securities exchanges. Debt securities must be weighted to reflect a portfolio average maturity of not more than ten years, with average benchmark duration of five years. The credit quality must equal or exceed high investment grade quality ("Baa" or better).

Cash Flows

Contributions

The Company expects to make cash contributions of \$1,080,000 to its noncontributory defined benefit retirement plan in 2014. For the remaining pension and post-retirement welfare benefits plans, no cash contributions other than to fund current benefit payments are expected in 2014.

Estimated Future Benefit Payments

The following benefit payments, which reflect future service as appropriate, are expected to be paid. The benefit payments are based on the same assumptions used to measure the Company's benefit obligation at year-end 2013.

(In thousands)	Pension Benefits	Other Benefits
2014	\$ 1,143	\$ 234
2015	1,237	425
2016	1,286	202
2017	2,668	753
2018	2,034	433
2019-2023	11,269	1,977

Information and Assumptions for the Post-Retirement Welfare Benefits Plan

All eligible retirees of the Company's Kadant Solutions division are currently participating in a post-retirement welfare benefits plan, with no future retirees eligible to participate. Effective September 1, 2003, the monthly contribution to the plan was capped at \$358 per participant. For the majority of the retirees in the plan, no healthcare cost trend rate is assumed, as the Company cap applies. For the remainder, the healthcare cost trend rate is assumed to be 8% in 2014 and an ultimate rate of 0% in 2018, at which time the plan caps on benefits are expected to apply to all benefits.

Notes to Consolidated Financial Statements

3. Employee Benefit Plans (continued)

All eligible retirees of the Company's Kadant Johnson Inc. subsidiary are currently participating in a post-retirement welfare benefits plan. Kadant Johnson pays 75% of all plan costs for retirees with a retirement date prior to January 1, 2005, and 50% of all plan costs for retirees with a retirement date after January 1, 2005, with no limits on its contributions up to annual employee and plan stop loss limitations. This plan was closed to employees who did not meet its retirement eligibility requirements on January 1, 2012. The medical healthcare cost trend rate no longer affects the amounts reported for the health care benefits in this plan.

4. Stockholders' Equity

Preferred Stock

The Company's Certificate of Incorporation authorizes up to 5,000,000 shares of preferred stock, \$.01 par value per share, for issuance by the Company's board of directors without further shareholder approval.

Common Stock

At year-end 2013, the Company had reserved 1,124,480 unissued shares of its common stock for possible issuance under its stock-based compensation plans.

5. Income Taxes

The components of income from continuing operations before provision for income taxes are as follows:

(In thousands)	2013	2012	2011
Domestic	\$ 8,913	\$ 11,445	\$ 9,823
Foreign	24,113	24,485	28,320
	<u>\$ 33,026</u>	<u>\$ 35,930</u>	<u>\$ 38,143</u>

The components of the provision for income taxes from continuing operations are as follows:

(In thousands)	2013	2012	2011
Current Provision:			
Federal	\$ 1,986	\$ 1,798	\$ 123
Foreign	7,955	7,363	5,575
State	436	559	473
	<u>10,377</u>	<u>9,720</u>	<u>6,171</u>
Deferred (Benefit) Provision:			
Federal	1,325	(3,980)	(317)
Foreign	(2,354)	(782)	(1,309)
State	(32)	(106)	(260)
	<u>(1,061)</u>	<u>(4,868)</u>	<u>(1,886)</u>
	<u>\$ 9,316</u>	<u>\$ 4,852</u>	<u>\$ 4,285</u>

The provision for income taxes included in the accompanying statement of income is as follows:

(In thousands)	2013	2012	2011
Continuing Operations	\$ 9,316	\$ 4,852	\$ 4,285
Discontinued Operation	(34)	451	(1,511)
	<u>\$ 9,282</u>	<u>\$ 5,303</u>	<u>\$ 2,774</u>

Notes to Consolidated Financial Statements

5. Income Taxes (continued)

The Company receives a tax deduction upon the exercise of nonqualified stock options and the vesting of restricted stock units. The current provision for income taxes in the consolidated statement of income does not reflect \$351,000, \$132,000, and \$371,000 of such excess tax benefits in 2013, 2012, and 2011, respectively, from the exercise of stock options and vesting of restricted stock units.

The provision for income taxes from continuing operations in the accompanying statement of income differs from the provision calculated by applying the statutory federal income tax rate of 35% to income from continuing operations before provision for income taxes due to the following:

(In thousands)	2013	2012	2011
Provision for Income Taxes at Statutory Rate	\$ 11,559	\$ 12,576	\$ 13,350
Increases (Decreases) Resulting From:			
State income taxes, net of federal tax	304	295	(140)
U.S. tax (benefit) cost of foreign earnings	(119)	791	(53)
Foreign tax rate differential	(2,681)	(2,298)	(3,094)
Provision (reversal) of tax benefit reserves, net	853	624	(1,596)
Change in valuation allowance	(968)	(7,051)	(4,183)
Nondeductible expenses	1,580	775	746
Research and development tax credits	(638)	(623)	(324)
Other	(574)	(237)	(421)
	<u>\$ 9,316</u>	<u>\$ 4,852</u>	<u>\$ 4,285</u>

Net deferred tax (liability) asset in the accompanying consolidated balance sheet consists of the following:

(In thousands)	2013	2012
Deferred Tax Asset:		
Foreign and alternative minimum tax credit carryforwards	\$ 3,819	\$ 5,659
Reserves and accruals	5,125	6,493
Net operating loss carryforwards	16,452	15,147
Inventory basis difference	2,797	2,468
Research and development	1,017	1,193
Employee compensation	3,199	2,229
Allowance for doubtful accounts	595	486
Revenue recognition	253	286
Other	209	88
Deferred Tax Asset, Gross	33,466	34,049
Less: Valuation Allowance	(13,905)	(14,315)
Deferred Tax Asset, Net	<u>19,561</u>	<u>19,734</u>
Deferred Tax Liability:		
Goodwill and intangible assets	(20,923)	(15,393)
Fixed asset basis difference	(3,619)	(2,974)
Reserves and accruals	(207)	(342)
Other	(65)	(107)
Deferred Tax Liability	<u>(24,814)</u>	<u>(18,816)</u>
Net Deferred Tax (Liability) Asset	<u>\$ (5,253)</u>	<u>\$ 918</u>

The deferred tax assets and liabilities are presented in the accompanying balance sheet within other current assets, other assets, other current liabilities and long-term deferred income taxes based on when the tax benefits are expected to be realized and on a net basis by tax jurisdiction.

Notes to Consolidated Financial Statements

5. Income Taxes (continued)

The Company has established valuation allowances related to certain domestic and foreign deferred tax assets on deductible temporary differences, tax losses, and tax credit carryforwards. The valuation allowance at year-end 2013 was \$13,905,000, consisting of \$950,000 in the U.S. and \$12,955,000 in foreign jurisdictions. The decrease in the valuation allowance in 2013 of \$410,000 related primarily to the release of valuation allowances in the U.S. and several foreign jurisdictions due to an increase in current year income and expected future income. Compliance with ASC 740 requires the Company to periodically evaluate the necessity of establishing or adjusting a valuation allowance for deferred tax assets depending on whether it is more likely than not that a related tax benefit will be realized in future periods. When assessing the need for a valuation allowance in a tax jurisdiction, the Company evaluates the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. As part of this evaluation, the Company considers its cumulative three-year history of earnings before income taxes, taxable income in prior carryback years, future reversals of existing taxable temporary differences, prudent and feasible tax planning strategies, and expected future results of operations. As of year-end 2013, the Company continued to maintain a valuation allowance in the U.S. against its state operating loss carryforwards due to the uncertainty of future profitability in state jurisdictions. As of year-end 2013, the Company maintained valuation allowances in certain foreign jurisdictions because of the uncertainty of future profitability.

At year-end 2013, the Company had domestic state and foreign net operating loss carryforwards of \$28,963,000 and \$59,708,000, respectively, U.S. foreign tax credit carryforwards of \$2,182,000, U.S. research and development tax credits of \$467,000, and U.S. alternative minimum tax credits of \$1,154,000. The domestic state loss carryforwards will expire in the years 2014 through 2032. Their utilization is limited to future taxable income from the Company's domestic subsidiaries. Of the foreign net operating loss carryforwards, \$11,790,000 will expire in the years 2014 through 2032, and the remainder do not expire. The U.S. foreign tax credits will expire in the years 2018 through 2019. The research and development tax credits will expire in the years 2030 through 2033 and the alternative minimum tax credits may be carried forward indefinitely.

The Company has not recognized a deferred tax liability for the difference between the book basis and the tax basis of its investment in the stock of its domestic subsidiaries, related primarily to unremitted earnings of subsidiaries, because it does not expect this basis difference to become subject to tax at the parent level. The Company believes it can implement certain tax strategies to recover its investment in its domestic subsidiaries tax-free. It is the Company's intention to reinvest indefinitely the earnings of its international subsidiaries in order to support the current and future capital needs of their operations in the foreign jurisdictions. Through year-end 2013, the Company has not provided for U.S. income taxes on approximately \$145,926,000 of unremitted foreign earnings. The U.S. tax cost has not been determined due to the fact that it is not practicable to estimate at this time. The related foreign tax withholding, which would be required if the Company were to remit these foreign earnings to the U.S., would be approximately \$2,000,000.

The Company operates within multiple tax jurisdictions and could be subject to audit in those jurisdictions. Such audits can involve complex income tax issues, which may require an extended period of time to resolve and may cover multiple years. In management's opinion, adequate provisions for income taxes have been made for all years subject to audit.

Notes to Consolidated Financial Statements

5. Income Taxes (continued)

As of year-end 2013, the Company had \$5,423,000 of unrecognized tax benefits which, if recognized, would reduce the effective tax rate. A tabular reconciliation of the beginning and ending amount of unrecognized tax benefits at year-end 2013 and 2012 is as follows:

(In thousands)	2013	2012
Unrecognized tax benefits, beginning of year	\$ 4,194	\$ 3,308
Gross increases—tax positions in prior periods	449	185
Gross decreases—tax positions in prior periods	-	(41)
Gross increases—current-period tax positions	1,086	1,231
Settlements	(6)	(182)
Lapses of statutes of limitations	(158)	(367)
Currency translation	(142)	60
Unrecognized tax benefits, end of year	<u>\$ 5,423</u>	<u>\$ 4,194</u>

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in the provision for income taxes. The Company has accrued \$1,776,000 and \$1,196,000 for the potential payment of interest and penalties at year-end 2013 and 2012, respectively. The interest and penalties included in the consolidated statement of income was an expense (benefit) of \$205,000 and \$(6,000) in 2013 and 2012, respectively.

The Company is currently under audit in certain non-U.S. taxing jurisdictions. It is reasonably possible that over the next fiscal year the amount of liability for unrecognized tax benefits may be reduced by up to \$842,000 due to the re-evaluation of current uncertain tax positions as a result of examinations or from the expiration of tax statutes of limitations.

The Company remains subject to U.S. Federal income tax examinations for the tax years 2010 through 2013, and to non-U.S. income tax examinations for the tax years 2006 through 2013. In addition, the Company remains subject to state and local income tax examinations in the U.S. for the tax years 2002 through 2013.

6. Long-Term Obligations

Long-term obligations at year-end 2013 and 2012 are as follows:

(In thousands)	2013	2012
Revolving Credit Facility, due 2018	\$ 32,260	\$ —
Variable Rate Term Loan, due from 2014 to 2016	6,375	6,875
Total Long-Term Obligations	38,635	6,875
Less: Current Maturities	(625)	(625)
Long-Term Obligations, less Current Maturities	<u>\$ 38,010</u>	<u>\$ 6,250</u>

The annual payment requirements for long-term obligations are as follows:

(In thousands)	
2014	\$ 625
2015	500
2016	5,250
2017	-
2018	32,260

The weighted average interest rate for long-term obligations was 2.74% and 6.38% at year-end 2013 and 2012, respectively. See Note 11 for the fair value information related to the Company's long-term obligations.

Notes to Consolidated Financial Statements

6. Long-Term Obligations (continued)*Revolving Credit Facility*

The Company entered into a five-year unsecured revolving credit facility (2012 Credit Agreement) in the aggregate principal amount of up to \$100,000,000 on August 3, 2012 and amended it on November 1, 2013. The 2012 Credit Agreement also includes an uncommitted unsecured incremental borrowing facility of up to an additional \$50,000,000. The principal on any borrowings made under the 2012 Credit Agreement is due on November 1, 2018. Interest on any loans outstanding under the 2012 Credit Agreement accrues and is payable quarterly in arrears at one of the following rates selected by the Company: (i) the highest of (a) the federal funds rate plus 0.50% plus an applicable margin of 0% to 1%, (b) the prime rate, as defined, plus an applicable margin of 0% to 1% and (c) the Eurocurrency rate, as defined, plus 0.50% plus an applicable margin of 0% to 1% or (ii) the Eurocurrency rate, as defined, plus an applicable margin of 1% to 2%. The applicable margin is determined based upon the ratio of the Company's total debt to EBITDA, as defined in the 2012 Credit Agreement. For this purpose, total debt is defined as total debt less up to \$25,000,000 of unrestricted U.S. cash.

The obligations of the Company under the 2012 Credit Agreement may be accelerated upon the occurrence of an event of default under the 2012 Credit Agreement, which includes customary events of default including without limitation payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, defaults relating to such matters as the Employment Retirement Income Security Act (ERISA), unsatisfied judgments, the failure to pay certain indebtedness, and a change of control default. In addition, the 2012 Credit Agreement contains negative covenants applicable to the Company and its subsidiaries, including financial covenants requiring the Company to comply with a maximum consolidated leverage ratio of 3.5 to 1, a minimum consolidated interest coverage ratio of 3 to 1, and restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing its fiscal year, arrangements affecting subsidiary distributions, entering into new lines of business, and certain actions related to the discontinued operation. As of December 28, 2013, the Company was in compliance with these covenants.

Loans under the 2012 Credit Agreement are guaranteed by certain domestic subsidiaries of the Company pursuant to a Guarantee Agreement, effective August 3, 2012.

As of year-end 2013, the outstanding balance on the 2012 Credit Agreement was \$32,260,000, which was primarily used to fund the acquisition of Carmanah. As of December 28, 2013, the Company had \$66,911,000 of borrowing capacity available under the committed portion of its 2012 Credit Agreement. The amount the Company is able to borrow under the 2012 Credit Agreement is the total borrowing capacity of \$100,000,000 less any outstanding borrowings, letters of credit and multi-currency borrowings issued under the 2012 Credit Agreement.

2006 Commercial Real Estate Loan

On May 4, 2006, the Company borrowed \$10,000,000 under a promissory note (2006 Commercial Real Estate Loan), which is repayable in quarterly installments of \$125,000 over a ten-year period with the remaining principal balance of \$5,000,000 due upon maturity. Interest on the 2006 Commercial Real Estate Loan accrues and is payable quarterly in arrears at one of the following rates selected by the Company: (a) the prime rate or (b) the three-month London Inter-Bank Offered Rate (LIBOR) plus a .75% margin. The 2006 Commercial Real Estate Loan is guaranteed and secured by real estate and related personal property of the Company and certain of its domestic subsidiaries, located in Theodore, Alabama; Auburn, Massachusetts; and Three Rivers, Michigan; pursuant to mortgage and security agreements dated May 4, 2006 (Mortgage and Security Agreements). As of year-end 2013, the outstanding balance on the 2006 Commercial Real Estate Loan was \$6,375,000.

The Company's obligations under the 2006 Commercial Real Estate Loan may be accelerated upon the occurrence of an event of default under the 2006 Commercial Real Estate Loan and the Mortgage and Security Agreements, which include customary events of default including without limitation payment defaults, defaults in the performance of covenants and obligations, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, liens on the properties or collateral and uninsured judgments. In addition, the occurrence of an event of default under the 2012 Credit Agreement or any successor credit facility would be an event of default under the 2006 Commercial Real Estate Loan.

Debt Issuance Costs

Debt issuance costs are being amortized to interest expense over the corresponding debt term based on the effective-interest method. As of year-end 2013, unamortized debt issuance costs, included in other assets in the accompanying consolidated balance sheet, were approximately \$668,000.

Notes to Consolidated Financial Statements

7. Commitments and Contingencies**Operating Leases**

The Company occupies office and operating facilities under various operating leases. The accompanying consolidated statement of income includes expenses from operating leases of \$2,545,000, \$2,137,000, and \$2,043,000 in 2013, 2012, and 2011, respectively. The future minimum payments due under noncancelable operating leases at year-end 2013 are \$3,058,000 in 2014; \$2,015,000 in 2015; \$1,116,000 in 2016; \$396,000 in 2017; \$113,000 in 2018 and \$20,000 thereafter. Total future minimum lease payments are \$6,718,000.

Letters of Credit and Bank Guarantees

Outstanding letters of credit and bank guarantees issued on behalf of the Company as applicant, principally relating to performance obligations and customer deposit guarantees, totaled \$10,533,000 at year-end 2013. Certain of the Company's contracts, particularly for stock-preparation and systems orders, require the Company to provide a standby letter of credit or bank guarantee to a customer as beneficiary, limited in amount to a negotiated percentage of the total contract value, in order to guarantee warranty and performance obligations of the Company under the contract. Typically, these standby letters of credit and bank guarantees expire without being drawn by the beneficiary.

Right of Recourse

In the ordinary course of business, the Company's subsidiaries in China may receive banker's acceptance drafts from customers in payment of outstanding accounts receivable. These banker's acceptance drafts are non-interest bearing and mature within six months of the origination date. The Company's subsidiaries in China may use these banker's acceptance drafts prior to the scheduled maturity date to settle outstanding accounts payable with vendors. Banker's acceptance drafts transferred to vendors are subject to customary right of recourse provisions prior to their scheduled maturity date. At year-end 2013, the Company had \$5,688,000 of banker's acceptance drafts subject to recourse, which were transferred to vendors and had not reached their scheduled maturity date. Historically, the banker's acceptance drafts have settled upon maturity without any claim of recourse against the Company.

Purchase Obligations

The Company has entered into an unconditional purchase obligation, in the ordinary course of business, for business network services, which includes minimum purchase obligations of \$600,000 in each of 2014 and 2015.

Contingencies

In the ordinary course of business, the Company is, at times, required to issue limited performance guarantees, some of which do not require the issuance of letters of credit to customers in support of these guarantees, relating to its equipment and systems. The Company typically limits its liability under these guarantees to amounts that would not exceed the value of the contract. The Company believes that it has adequate reserves for any potential liability in connection with such guarantees.

Litigation

From time to time, the Company is subject to various claims and legal proceedings covering a range of matters that arise in the ordinary course of business. Such litigation may include claims and counterclaims by and against the Company for breach of contract or warranty, canceled contracts, product liability, or bankruptcy-related claims. For legal proceedings in which a loss is probable and estimable, the Company accrues a loss based on the low end of the range of estimated loss when there is no better estimate within the range. If the Company were found to be liable for any of the claims or counterclaims against it, the Company would incur a charge against earnings for amounts in excess of legal accruals.

8. Restructuring Costs and Other Expense (Income), Net

Other Expense (Income)

In 2013, other income consisted of a pre-tax gain of \$1,740,000 from the sale of real estate in China.

In 2012, other expense consisted of accelerated depreciation of \$307,000 associated with the disposal of equipment in China related to a facility consolidation.

In 2011, other income consisted of a pre-tax gain of \$2,282,000 from the sale of real estate in China.

2013 Restructuring Plan

The Company recorded restructuring costs of \$1,843,000, including severance costs of \$1,158,000 associated with the reduction of 22 employees in Brazil and severance costs of \$508,000 associated with the reduction of 25 employees in Sweden. Also included in restructuring costs were facility-related costs of \$177,000. These actions were taken to streamline the Company's operations as a result of the CBTI and Noss acquisitions. All of these items occurred in the Papermaking Systems segment.

2011 Restructuring Plan

The Company recorded restructuring costs of \$408,000 in 2011 in its Papermaking Systems segment consisting of severance and associated costs related to the reduction of 73 employees in China to adjust our cost structure and streamline our operations.

2008 Restructuring Plan

The Company recorded total restructuring costs of \$4,507,000 in 2008 through 2012 associated with its 2008 Restructuring Plan. These restructuring costs included facility-related costs of \$385,000 and severance and associated costs of \$4,122,000 related to the reduction of 329 employees in China, North America, Latin America, and Europe, all in its Papermaking Systems segment. The Company took these actions to adjust its cost structure and streamline its operations in response to the weak economic environment at the time.

Notes to Consolidated Financial Statements

8. Restructuring Costs and Other Expense (Income), Net (continued)

A summary of the changes in accrued restructuring costs are as follows:

(In thousands)	Severance Costs	Other Costs	Total Costs
2013 Restructuring Plan			
Provision	\$ 1,666	\$ 177	\$ 1,843
Usage	(1,038)	(177)	(1,215)
Currency translation	(161)	–	(161)
Balance at December 28, 2013	<u>\$ 467</u>	<u>\$ –</u>	<u>\$ 467</u>
2011 Restructuring Plan			
Balance at January 1, 2011	\$ –	\$ –	\$ –
Provision	408	–	408
Balance at December 31, 2011	\$ 408	\$ –	\$ 408
Provision reversal	(67)	–	(67)
Usage	(256)	–	(256)
Currency translation	3	–	3
Balance at December 29, 2012	\$ 88	\$ –	\$ 88
Usage	(38)	–	(38)
Currency translation	2	–	2
Balance at December 28, 2013	<u>\$ 52</u>	<u>\$ –</u>	<u>\$ 52</u>
2008 Restructuring Plan			
Balance at January 1, 2011	\$ 433	\$ –	\$ 433
Usage	(94)	–	(94)
Currency translation	15	–	15
Balance at December 31, 2011	\$ 354	\$ –	\$ 354
Provision reversal	(8)	–	(8)
Usage	(182)	–	(182)
Currency translation	2	–	2
Balance at December 29, 2012	\$ 166	\$ –	\$ 166
Usage	(141)	–	(141)
Currency translation	6	–	6
Balance at December 28, 2013	<u>\$ 31</u>	<u>\$ –</u>	<u>\$ 31</u>

The Company expects to pay the remaining accrued restructuring costs from 2014 to 2016.

9. Discontinued Operation

In 2005, the Company's Kadant Composites LLC subsidiary (Composites LLC) sold substantially all of its assets to a third party. Through the sale date of October 21, 2005, Composites LLC offered a standard limited warranty to the owner of its decking and roofing products, limited to repair or replacement of the defective product or a refund of the original purchase price. Under the terms of the asset purchase agreement, Composites LLC retained certain liabilities associated with the operation of the business prior to the sale, including the warranty obligations associated with products manufactured prior to the sale date. All activity related to this business is classified in the results of the discontinued operation in the accompanying consolidated financial statements.

Notes to Consolidated Financial Statements

9. Discontinued Operation (continued)

On October 24, 2011, the Company, Composites LLC, and other co-defendants entered into an agreement to settle a nationwide class action lawsuit related to allegedly defective composites decking building products manufactured by Composites LLC between April 2002 and October 2003. As of December 31, 2011, the Company had accrued \$2,577,000 for the estimated payment of claims, which was reduced by \$1,574,000 in 2012. In 2012, the Company paid \$647,000 in approved claims under the class action settlement.

The discontinued operation had a pre-tax operating loss of \$96,000 in 2013, pre-tax operating income of \$1,194,000 in 2012 and a pre-tax operating loss of \$1,520,000 in 2011.

10. Derivatives*Interest Rate Swaps*

The Company entered into interest rate swap agreements in 2008 and 2006 to hedge its exposure to variable-rate debt and has designated these agreements as cash flow hedges. On February 13, 2008, the Company entered into a swap agreement (2008 Swap Agreement) to hedge the exposure to movements in the three-month LIBOR rate on future outstanding debt. The 2008 Swap Agreement had a five-year term and a \$15,000,000 notional value, which decreased to \$10,000,000 on December 31, 2010, and to \$5,000,000 on December 30, 2011. Under the 2008 Swap Agreement, on a quarterly basis the Company received a three-month LIBOR rate and paid a fixed rate of interest of 3.265% plus the applicable margin. The 2008 Swap Agreement expired on February 13, 2013.

The Company entered into a swap agreement in 2006 (the 2006 Swap Agreement) to convert a portion of the Company's outstanding debt from a floating to a fixed rate of interest. The swap agreement has the same terms and quarterly payment dates as the corresponding debt, and reduces proportionately in line with the amortization of the debt. Under the 2006 Swap Agreement, the Company receives a three-month LIBOR rate and pays a fixed rate of interest of 5.63% plus an applicable margin. The fair value of the 2006 Swap Agreement as of December 28, 2013 is included in other liabilities, with an offset to accumulated other comprehensive items (net of tax) in the accompanying consolidated balance sheet.

The Company has structured the interest rate swap agreements to be 100% effective, and as a result, there is no current impact to earnings resulting from hedge ineffectiveness. Management believes that any credit risk associated with the swap agreement is remote based on the Company's financial position and the creditworthiness of the financial institution issuing the swap agreement.

The counterparty to the swap agreement could demand an early termination of the swap agreement if the Company is in default under the 2012 Credit Agreement, or any agreement that amends or replaces the 2012 Credit Agreement in which the counterparty is a member, and the Company is unable to cure the default. An event of default under the 2012 Credit Agreement includes customary events of default and failure to comply with financial covenants, including a maximum consolidated leverage ratio of 3.5 to 1 and a minimum consolidated interest charge coverage ratio of 3 to 1. As of December 28, 2013, the Company was in compliance with these covenants. The unrealized loss associated with the swap agreement was \$773,000 as of December 28, 2013, which represents the estimated amount that the Company would pay to the counterparty in the event of an early termination.

Forward Currency-Exchange Contracts

The Company uses forward currency-exchange contracts primarily to hedge exposures resulting from fluctuations in currency exchange rates. Such exposures result primarily from portions of the Company's operations and assets and liabilities that are denominated in currencies other than the functional currencies of the businesses conducting the operations or holding the assets and liabilities. The Company typically manages its level of exposure to the risk of currency-exchange fluctuations by hedging a portion of its currency exposures anticipated over the ensuing 12-month period, using forward currency-exchange contracts that have maturities of 12 months or less.

Forward currency-exchange contracts that hedge forecasted accounts receivable or accounts payable are designated as cash flow hedges. The fair values for these instruments are included in other current assets for unrecognized gains and in other current liabilities for unrecognized losses, with an offset in accumulated other comprehensive items (net of tax). For forward currency-exchange contracts that are designated as fair value hedges, the gain or loss on the derivative, as well as the offsetting loss or gain on the hedged item are recognized currently in earnings. The fair values of forward currency-exchange contracts that are not designated as hedges are recorded currently in earnings. The Company recognized gains of \$146,000, \$12,000 and \$4,000 in 2013, 2012 and 2011, respectively, included in selling, general, and administrative expenses associated with forward currency-exchange contracts that were not designated as hedges. Management believes that any credit risk associated with forward currency-exchange contracts is remote based on the Company's financial position and the creditworthiness of the financial institutions issuing the contracts.

Notes to Consolidated Financial Statements

10. Derivatives (continued)

The following table summarizes the fair value of the Company's derivative instruments designated and not designated as hedging instruments, the notional values of the associated derivative contracts, and the location of these instruments in the consolidated balance sheet:

(In thousands)	Balance Sheet Location	2013		2012	
		Asset (Liability) (a)	Notional Amount (b)	Asset (Liability) (a)	Notional Amount (b)
Derivatives Designated as Hedging Instruments:					
Derivatives in an Asset Position:					
Forward currency-exchange contracts	Other Current Assets	\$ -	\$ -	\$ 5	\$ 269
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	\$ (22)	\$ 1,340	\$ (161)	\$ 3,180
Interest rate swap agreement	Other Current Liabilities	\$ -	\$ -	\$ (19)	\$ 5,000
Interest rate swap agreement	Other Long-Term Liabilities	\$ (773)	\$ 6,375	\$ (1,029)	\$ 6,875
Derivatives Not Designated as Hedging Instruments:					
Derivatives in an Asset Position:					
Forward currency-exchange contracts	Other Current Assets	\$ 97	\$ 1,419	\$ 24	\$ 1,013
Derivatives in a Liability Position:					
Forward currency-exchange contracts	Other Current Liabilities	\$ (1)	\$ 288	\$ (12)	\$ 815

(a) See Note 11 for the fair value measurements relating to these financial instruments.

(b) The total notional amount is indicative of the level of the Company's derivative activity during 2013 and 2012.

The following table summarizes the activity in accumulated other comprehensive items (OCI) associated with the Company's derivative instruments designated as cash flow hedges as of and for the period ended December 28, 2013:

(In thousands)	Interest Rate Swap Agreements	Forward Currency-Exchange Contracts	Total
Unrealized loss, net of tax, at December 29, 2012	\$ 939	\$ 107	\$ 1,046
Loss reclassified to earnings (a)	(383)	(102)	(485)
Loss recognized in OCI	62	10	72
Unrealized loss, net of tax, at December 28, 2013	<u>\$ 618</u>	<u>\$ 15</u>	<u>\$ 633</u>

(a) Included in interest expense for interest rate swap agreements and in revenues for forward currency-exchange contracts in the accompanying consolidated statement of income.

As of December 28, 2013, \$281,000 of the net unrealized loss included in OCI is expected to be reclassified to earnings over the next twelve months.

11. Fair Value Measurements and Fair Value of Financial Instruments

Fair value measurement is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. A fair value hierarchy is established, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs, other than quoted prices in active markets, that are observable either directly or indirectly.
- Level 3—Unobservable inputs based on the Company's own assumptions.

The following table presents the fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis:

(In thousands)	Fair Value as of December 28, 2013			
	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	\$ 17,090	\$ —	\$ —	\$ 17,090
Forward currency-exchange contracts	\$ —	\$ 97	\$ —	\$ 97
Banker's acceptance drafts (a)	\$ —	\$ 10,765	\$ —	\$ 10,765
Liabilities:				
Forward currency-exchange contracts	\$ —	\$ 23	\$ —	\$ 23
Interest rate swap agreement	\$ —	\$ 773	\$ —	\$ 773

(In thousands)	Fair Value as of December 29, 2012			
	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds and time deposits	\$ 19,768	\$ —	\$ —	\$ 19,768
Forward currency-exchange contracts	\$ —	\$ 29	\$ —	\$ 29
Banker's acceptance drafts (a)	\$ —	\$ 9,794	\$ —	\$ 9,794
Liabilities:				
Forward currency-exchange contracts	\$ —	\$ 173	\$ —	\$ 173
Interest rate swap agreements	\$ —	\$ 1,048	\$ —	\$ 1,048

(a) Included in accounts receivable in the accompanying consolidated balance sheet.

The Company uses the market approach technique to value its financial assets and liabilities, and there were no changes in valuation techniques during 2013. The Company's financial assets and liabilities carried at fair value comprise cash equivalents, banker's acceptance drafts, and derivative instruments used to hedge the Company's foreign currency and interest rate risks. The Company's cash equivalents include money market funds and bank deposits which are highly liquid and easily tradable. These investments are valued using inputs observable in active markets for identical securities. The carrying value of banker's acceptance drafts approximates their fair value due to the short-term nature of the negotiable instrument. The fair values of the Company's interest rate swap agreements are based on LIBOR yield curves at the reporting date. The fair values of the Company's forward currency-exchange contracts are based on quoted forward foreign exchange rates at the reporting date. The forward currency-exchange contracts and interest rate swap agreements are hedges of either recorded assets or liabilities or anticipated transactions. Changes in values of the underlying hedged assets and liabilities or anticipated transactions are not reflected in the table above.

The carrying amount and fair value of the Company's debt obligations are as follows:

(In thousands)	2013		2012	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt obligations	\$ 38,010	\$ 38,010	\$ 6,250	\$ 6,250

The carrying amounts of long-term debt obligations approximate fair value as the obligations bear variable rates of interest, which adjust quarterly based on prevailing market rates.

Notes to Consolidated Financial Statements

12. Business Segment and Geographical Information

The Company has combined its operating entities into two reportable operating segments, Papermaking Systems and Wood Processing Systems, and a separate product line, Fiber-based Products. In classifying operational entities into a particular segment, the Company aggregated businesses with similar economic characteristics, products and services, production processes, customers, and methods of distribution.

The Company's Papermaking Systems segment develops, manufactures, and markets stock-preparation systems and equipment; fluid-handling systems; and doctoring, cleaning, and filtration systems and related consumables for the pulp and paper industry worldwide. Principal products manufactured by this segment include: custom-engineered systems and equipment for the preparation of wastepaper for conversion into recycled paper; fluid-handling systems used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, textiles, chemicals, and food; doctoring systems and equipment and related consumables important to the efficient operation of paper machines; and cleaning and filtration systems essential for draining, purifying, and recycling process water and cleaning paper machine fabrics and rolls. The Wood Processing Systems segment designs and manufactures stranders and related equipment used in the production of oriented strand board, an engineered wood panel product used primarily in home construction. This segment also supplies debarking and wood chipping equipment used in the forest products and the pulp and paper industries. The Fiber-based Products business produces biodegradable absorbent granules from papermaking byproducts. These granules are primarily used as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

(In thousands)	2013	2012	2011
Business Segment Information			
Revenues by Product Line:			
Papermaking Systems:			
Stock-Preparation	\$ 122,704	\$ 123,952	\$ 131,914
Doctoring, Cleaning, & Filtration	112,600	104,493	92,333
Fluid-Handling	93,404	92,581	100,618
Papermaking Systems	\$ 328,708	\$ 321,026	\$ 324,865
Wood Processing Systems	4,573	-	-
Fiber-based Products	11,218	10,725	10,595
	<u>\$ 344,499</u>	<u>\$ 331,751</u>	<u>\$ 335,460</u>
Income from Continuing Operations Before Provision for Income Taxes:			
Papermaking Systems (a)	\$ 47,144	\$ 48,618	\$ 50,869
Wood Processing Systems	(382)	-	-
Corporate and Fiber-based Products	(13,459)	(12,174)	(12,159)
Total operating income	33,303	36,444	38,710
Interest expense, net	(277)	(514)	(567)
	<u>\$ 33,026</u>	<u>\$ 35,930</u>	<u>\$ 38,143</u>

Notes to Consolidated Financial Statements

12. Business Segment and Geographical Information (continued)

(In thousands)	2013	2012	2011
Total Assets:			
Papermaking Systems	\$ 364,102	\$ 347,540	\$ 340,227
Wood Processing Systems	63,493	-	-
Corporate and Fiber-based Products (b)	14,429	10,895	16,496
Total Assets from Continuing Operations	442,024	358,435	356,723
Total Assets from Discontinued Operation	144	513	1,675
	<u>\$ 442,168</u>	<u>\$ 358,948</u>	<u>\$ 358,398</u>
Depreciation and Amortization:			
Papermaking Systems	\$ 8,434	\$ 7,903	\$ 7,455
Other	1,341	481	481
	<u>\$ 9,775</u>	<u>\$ 8,384</u>	<u>\$ 7,936</u>
Capital Expenditures:			
Papermaking Systems	\$ 5,843	\$ 3,982	\$ 7,751
Other	418	268	279
	<u>\$ 6,261</u>	<u>\$ 4,250</u>	<u>\$ 8,030</u>
Geographical Information			
Revenues (c):			
United States	\$ 129,131	\$ 128,663	\$ 123,614
China	50,678	53,242	62,615
Other	164,690	149,846	149,231
	<u>\$ 344,499</u>	<u>\$ 331,751</u>	<u>\$ 335,460</u>
Long-lived Assets (d):			
United States	\$ 14,118	\$ 13,702	\$ 14,578
China	14,603	15,136	15,789
Other	16,164	10,330	9,728
	<u>\$ 44,885</u>	<u>\$ 39,168</u>	<u>\$ 40,095</u>
Export Revenues Included in United States Revenues Above (e)	<u>\$ 9,685</u>	<u>\$ 20,871</u>	<u>\$ 16,512</u>

- (a) Includes restructuring costs and other expense (income), net, including costs of \$0.1 million and \$0.3 million in 2013 and 2012, respectively, and income of \$1.9 million in 2011 (see Note 8).
- (b) Primarily includes cash and cash equivalents and property, plant, and equipment.
- (c) Revenues are attributed to countries based on customer location.
- (d) Represents property, plant, and equipment, net.
- (e) In general, export revenues are denominated in U.S. dollars.

13. Earnings per Share

Basic and diluted earnings per share were calculated as follows:

(In thousands, except per share amounts)	2013	2012	2011
Amounts Attributable to Kadant:			
Income from Continuing Operations	\$ 23,481	\$ 30,880	\$ 33,584
(Loss) Income from Discontinued Operation	(62)	743	(9)
Net Income	<u>\$ 23,419</u>	<u>\$ 31,623</u>	<u>\$ 33,575</u>
Basic Weighted Average Shares	11,153	11,456	12,124
Effect of Stock Options, Restricted Stock Units and Employee Stock Purchase Plan	187	134	137
Diluted Weighted Average Shares	<u>11,340</u>	<u>11,590</u>	<u>12,261</u>
Basic Earnings per Share:			
Continuing Operations	\$ 2.11	\$ 2.70	\$ 2.77
Discontinued Operation	\$ (0.01)	\$ 0.06	\$ —
Net Income per Basic Share	\$ 2.10	\$ 2.76	\$ 2.77
Diluted Earnings per Share:			
Continuing Operations	\$ 2.07	\$ 2.66	\$ 2.74
Discontinued Operation	\$ (0.01)	\$ 0.06	\$ —
Net Income per Diluted Share	\$ 2.07	\$ 2.73	\$ 2.74

Options to purchase 74,300 shares, 150,000 shares, and 67,500 shares of common stock were not included in the computation of diluted earnings per share for 2013, 2012, and 2011, respectively, because the options' exercise prices were greater than the average market price for the common stock and the effect would have been antidilutive. In addition, the dilutive effect of restricted stock units totaling 20,400, 28,500, and 45,700 shares of common stock was not included in the computation of diluted earnings per share in 2013, 2012, and 2011, respectively, as the effect would have been antidilutive or, for unvested performance-based restricted stock units, the performance conditions had not been met as of the end of the reporting periods during the year.

14. Accumulated Other Comprehensive Items

Comprehensive income combines net income and other comprehensive items, which represent certain amounts that are reported as components of stockholders' equity in the accompanying consolidated balance sheet, including foreign currency translation adjustments, deferred losses and unrecognized prior service cost associated with pension and other post-retirement plans, and deferred losses on hedging instruments.

Changes in each component of accumulated other comprehensive items, net of tax are as follows:

(In thousands)	Foreign Currency Translation Adjustment	Unrecognized Prior Service Cost	Deferred Loss on Pension and Other Post- Retirement Plans	Deferred Loss on Hedging Instruments	Accumulated Other Comprehensive Items
Balance at December 29, 2012	\$ 8,124	\$ (748)	\$ (9,645)	\$ (1,046)	\$ (3,315)
Other comprehensive income (loss) before reclassifications	795	-	2,320	(72)	3,043
Reclassifications from AOCI	-	91	406	485	982
Net current period other comprehensive income	795	91	2,726	413	4,025
Balance at December 28, 2013	<u>\$ 8,919</u>	<u>\$ (657)</u>	<u>\$ (6,919)</u>	<u>\$ (633)</u>	<u>\$ 710</u>

Notes to Consolidated Financial Statements

14. Accumulated Other Comprehensive Items (continued)

Amounts reclassified out of accumulated other comprehensive items were as follows:

(In thousands)	2013	2012	2011	Income Statement Line Item
Pension and Other Post-retirement Plans				
Amortization of prior service costs (1)	\$ (141)	\$ (85)	\$ (72)	Selling, General and Administrative
Amortization of actuarial losses (1)	(620)	(683)	(467)	Selling, General and Administrative
Total expense before income taxes	(761)	(768)	(539)	
Income tax benefit	264	274	192	Provision for income taxes
	(497)	(494)	(347)	
Cash Flow Hedges				
Interest rate swap agreements (2)	(374)	(513)	(706)	Interest expense
Forward currency-exchange contracts (2)	(153)	(396)	253	Revenues
Total expense before income taxes	(527)	(909)	(453)	
Income tax benefit	42	317	36	Provision for income taxes
	(485)	(592)	(417)	
Total Reclassifications	<u>\$ (982)</u>	<u>\$ (1,086)</u>	<u>\$ (764)</u>	

(1) Included in the computation of net periodic pension costs. See Note 3 for additional information.

(2) See Note 10 for additional information.

Notes to Consolidated Financial Statements

15. Unaudited Quarterly Information

2013 (In thousands, except per share amounts)	First	Second	Third	Fourth
Revenues	\$ 76,204	\$ 82,165	\$ 91,315	\$ 94,815
Gross Profit	36,026	39,940	40,121	41,617
Amounts Attributable to Kadant:				
Income from Continuing Operations	5,313	5,772	6,461	5,935
Loss from Discontinued Operation	(29)	(12)	(14)	(7)
Net Income Attributable to Kadant	\$ 5,284	\$ 5,760	\$ 6,447	\$ 5,928
Basic Earnings per Share:				
Continuing Operations	\$ 0.48	\$ 0.52	\$ 0.58	\$ 0.53
Net Income Attributable to Kadant	\$ 0.47	\$ 0.52	\$ 0.58	\$ 0.53
Diluted Earnings per Share:				
Continuing Operations	\$ 0.47	\$ 0.51	\$ 0.57	\$ 0.52
Net Income Attributable to Kadant	\$ 0.47	\$ 0.51	\$ 0.57	\$ 0.52
Cash Dividend Declared per Common Share	\$ 0.125	\$ 0.125	\$ 0.125	\$ 0.125
2012 (In thousands, except per share amounts)	First	Second	Third	Fourth
Revenues	\$ 84,113	\$ 82,982	\$ 86,601	\$ 78,055
Gross Profit	38,372	36,298	37,596	33,536
Amounts Attributable to Kadant:				
Income from Continuing Operations	7,114	6,546	7,617	9,603
(Loss) Income from Discontinued Operation (a)	(61)	(3)	844	(37)
Net Income Attributable to Kadant	\$ 7,053	\$ 6,543	\$ 8,461	\$ 9,566
Basic Earnings per Share:				
Continuing Operations	\$ 0.61	\$ 0.57	\$ 0.67	\$ 0.85
Net Income Attributable to Kadant	\$ 0.61	\$ 0.57	\$ 0.75	\$ 0.85
Diluted Earnings per Share:				
Continuing Operations	\$ 0.61	\$ 0.56	\$ 0.66	\$ 0.84
Net Income Attributable to Kadant	\$ 0.60	\$ 0.56	\$ 0.74	\$ 0.83

(a) Includes a \$1.5 million reduction to the estimated liability for the claims under the class action lawsuit in the third quarter of 2012.

16. Subsequent Event

On December 30, 2013, the Company acquired all of the outstanding shares of a European producer of creping and coating blades for approximately \$2,627,000. An additional 1,000,000 euros, or approximately \$1,369,000, of contingent consideration is due to the sellers within two years of the closing date if certain conditions are met, as defined in the purchase agreement.

Kadant Inc.
Schedule II
Valuation and Qualifying Accounts
(In thousands)

Description	Balance at Beginning of Year	Provision Charged to Expense (Income)	Accounts Recovered	Accounts Written Off	Currency Translation	Balance at End of Year
Allowance for Doubtful Accounts						
Year Ended December 28, 2013	\$ 2,306	\$ 374	\$ 109	\$ (152)	\$ 52	\$ 2,689
Year Ended December 29, 2012	\$ 2,308	\$ (14)	\$ 30	\$ (56)	\$ 38	\$ 2,306
Year Ended December 31, 2011	\$ 2,185	\$ 1,249	\$ 92	\$ (1,213)	\$ (5)	\$ 2,308

Description	Balance at Beginning of Year	Provision Charged to Expense (Income)	Activity Charged to Reserve	Currency Translation	Balance at End of Year	
Accrued Restructuring Costs (a)						
Year Ended December 28, 2013		\$ 254	\$ 1,843	\$ (1,394)	\$ (153)	\$ 550
Year Ended December 29, 2012		\$ 762	\$ (75)	\$ (438)	\$ 5	\$ 254
Year Ended December 31, 2011		\$ 433	\$ 408	\$ (94)	\$ 15	\$ 762

(a) The nature of the activity in this account is described in Note 8 to the consolidated financial statements.

CARMANAH DESIGN AND MANUFACTURING INC.

SHARE PURCHASE AGREEMENT

November 1, 2013

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THIS AGREEMENT is made as of the 1st day of November, 2013,

A M O N G:

BIRCH HILL EQUITY PARTNERS II (QLP) L.P.,

a limited partnership organized under the laws of Ontario

(hereinafter referred to as "**QLP**"),

- and -

BIRCH HILL EQUITY PARTNERS II (ENTREPRENEURS) L.P.,

a limited partnership organized under the laws of Ontario

(hereinafter referred to as "**ELP**"),

- and -

BIRCH HILL EQUITY PARTNERS II (BARBADOS) L.P.,

a limited partnership organized under the laws of Barbados

(hereinafter referred to as "**BLP**"),

- and -

TD CAPITAL GROUP LIMITED,

a corporation organized under the laws of Canada

(hereinafter referred to as "**TD Capital**" and, together with QLP, ELP and BLP, the "**Birch Hill Sellers**"),

- and -

JAMES BEST,

an individual residing in Surrey, British Columbia,

- and -

ROBERT MCNICOL,

an individual residing in Mission, British Columbia,

- and -

RITCHIE MCDONALD,

an individual residing in Qualicum Beach, British Columbia,

- and -

DAVID EVANS

an individual residing in New Westminster, British Columbia,

- and -

PATRICK HINDS,

an individual residing in Red Deer, Alberta,

- and -

MICHAEL COLWELL,
an individual residing in Surrey, British Columbia,

- and -

STEPHEN LEE,
an individual residing in Irvine, California

(together with James Best, Robert McNicol, Ritchie McDonald, David Evans, Patrick Hinds and Michael Colwell, the "**Management Shareholders**"),

- and -

BIRCH HILL EQUITY PARTNERS II LTD.,
a corporation organized under the laws of Ontario, as Sellers' Representative

(hereinafter referred to as "**Sellers' Representative**"),

- and -

KADANT CANADA CORP.,
an unlimited liability company organized under the laws of Nova Scotia

(hereinafter referred to as "**Purchaser**").

WHEREAS the Birch Hill Sellers and the Management Shareholders (collectively, the "**Sellers**") own all of the Shares (defined below) in the capital of Carmanah Design and Manufacturing Inc. (the "**Corporation**");

WHEREAS the Sellers wish to sell to Purchaser, and Purchaser wishes to purchase from the Sellers, the Purchased Shares (defined below) on the terms hereinafter set forth;

AND WHEREAS Kadant Inc., a corporation organized under the laws of Delaware ("**Parent**"), has agreed to guarantee the obligations of Purchaser under this Agreement and is entering into a guarantee in connection therewith in favour of the Sellers as of the date hereof;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged by each Party, the Parties covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Defined Terms.

For the purpose of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Action**" means any action, claim, suit (whether in contract or tort or otherwise), litigation, arbitration, hearing or other proceeding, whether civil or criminal, at law or in equity, to, from, by or before any Governmental Body;

"**Affiliate**" means, with respect to any Person (the "**first entity**"), any other Person (the "**second entity**") that directly or indirectly controls or is directly or indirectly controlled by the first entity, or a second entity that is directly or indirectly controlled by the same Person that directly or indirectly controls the first entity, and for these purposes "**control**" is the power, whether by contract, ownership of equity interests or otherwise, to select a majority of the board of directors or other supervisory management authority of an entity, whether directly or indirectly through a chain of entities that are controlled within the foregoing meaning;

"**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, rule, municipal by-law, Order or other requirement having the force of law (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter;

"**Arbitrator**" has the meaning set out in Section [3.6\(b\)](#);

"**Birch Hill Sellers**" has the meaning set out in the preamble to this Agreement;

"**BLP**" has the meaning set out in the preamble to this Agreement;

"**Business**" has the meaning set out in Section [5.6](#);

"**Business Day**" means any day, other than a Saturday or a Sunday, on which chartered banks are open for business in Boston, Massachusetts, Toronto, Ontario and Vancouver, British Columbia;

"**Cap**" has the meaning set out in Section [9.4\(a\)](#);

"**Claim**" has the meaning set out in Section [9.6\(a\)](#);

"**Claim Notice**" has the meaning set out in Section [9.6\(a\)](#);

"**Closing**" has the meaning set out in Section [3.1](#);

"**Closing Date**" has the meaning set out in Section [3.1](#);

"**Closing Date Share Purchase Price Consideration**" has the meaning set out in Section [2.2\(b\)](#);

"**Closing Date Statement**" has the meaning set out in Section [3.6](#);

"**Competitive Business**" has the meaning set out in Section [8.9\(b\)](#);

"**Computer Systems**" means all computer hardware and software used by the Corporation to receive, store, process or transmit data to carry on the Business;

"**Confidentiality Agreement**" has the meaning set out in Section [8.1](#);

"**Contract**" means any written (including via electronic mail) agreement, indenture, contract, lease, sublease, deed, mortgage, accepted purchase order, promise, deed of trust, licence, option, instrument, indenture, undertaking, arrangement, understanding or other commitment that is legally binding;

"**Corporation**" has the meaning set out in the recitals to this Agreement;

"**Corporation Licences**" has the meaning set out in Section [5.10\(c\)](#);

"**Current Assets**" means, at any time, the (a) cash and cash equivalents, (b) accounts receivable – trade, (c) accounts receivable – other, (d) inventory (other than the Surplus Inventory), (e) prepaid expenses and (f) prepaid Taxes, in each case of the Corporation on a consolidated basis, excluding, for the avoidance of doubt, (i) future tax assets and (ii) overdraft, in each case determined in accordance with GAAP applied on a basis consistent with the Financial Statements and calculated in a manner consistent with the Working Capital Methodology (which shall control in the event of any discrepancy);

"**Current Liabilities**" means, at any time, the (a) accounts payable – trade, (b) accrued liabilities, (c) taxes payable and (d) Customer Deposits, in each case of the Corporation on a consolidated basis, and excludes, for the avoidance of doubt, any indebtedness for borrowed money that would otherwise be classified as a current liability, in each case determined in accordance with GAAP applied on a basis consistent with the Financial Statements and calculated in a manner consistent with the Working Capital Methodology (which shall control in the event of any discrepancy);

"**Customer Deposits**" means cash received from customers and recorded by the Corporation upon receipt of such funds either as a customer deposit or a progress payment for goods that have not shipped or services that have not yet been performed by the Closing Date, valued in accordance with the Working Capital Methodology (and, for the avoidance of doubt, Customer Deposits shall not be recorded for this purpose until such funds have been received by the Corporation);

"**Deducted Indebtedness**" means the portion of the Indebtedness of the Corporation or the Subsidiary as of the Effective Time calculated in accordance with the line items set forth under the heading "Indebtedness to remain outstanding after the Closing but deducted from the Share Purchase Price" on Schedule [1.1\(a\)](#) of the Disclosure Letter;

"**Deposit and Voting Agreement**" means the agreement dated May 6, 2003 among TD Capital Canadian Private Equity

Partners Ltd. (now the Sellers' Representative), the Corporation and the Management Shareholders governing the exercise of voting rights for the securities held from time to time by the Management Shareholders;

"**Direct Claim**" has the meaning set out in Section [9.6\(a\)](#);

"**Disclosure Letter**" means the letter dated the date of this Agreement from the Sellers to Purchaser delivered concurrently with this Agreement;

"**Dispute Notice**" has the meaning set out in Section [3.6\(b\)](#);

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Closing Date;

"**ELP**" has the meaning set out in the preamble to this Agreement;

"**Employee Plans**" means all written bonus, profit sharing, deferred compensation, stock compensation, stock option, stock purchase, stock appreciation, phantom stock option, savings, pension, retirement, supplementary retirement, severance, supplemental unemployment benefit, welfare, health or other medical, dental, life, legal, hospitalization, disability or other insurance (whether insured or self-insured) plans or policies maintained or contributed to by the Corporation with respect to any of the Employees, directors or officers of the Corporation, excluding Statutory Plans and excluding employment Contracts with Employees which are currently maintained;

"**Employees**" has the meaning set out in Section [5.23\(a\)](#);

"**Encumbrance**" means any security interest, lien, charge, hypothec, pledge, mortgage, prior assignment, option, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of conflicting ownership interest or otherwise, the right, title or interest in or to any particular property;

"**Environmental Law**" means any federal, provincial, state, municipal or local Law or Order, in each case in effect as of the date of this Agreement relating to public or occupational health and safety, Hazardous Substances, pollution or protection of the environment, including with respect to: (a) on-site or off-site contamination, (b) release, spill, emission or discharging of pollutants, contaminants, chemicals or other industrial, toxic or radioactive substances or Hazardous Substances into the environment and (c) the manufacture, importation, processing, distribution, use, treatment, storage, transport, packaging, labelling, sale, recycling, disposal, destruction, incineration, burial or handling of Hazardous Substances;

"**Environmental Permits**" means any Licence or identification number required under or issued pursuant to any applicable Environmental Law;

"**Escrow Agent**" means Computershare Trust Company of Canada;

"**Escrow Agreement**" means the escrow agreement to be entered into among the Sellers' Representative, Purchaser and the Escrow Agent at the Closing, substantially in the form of Exhibit A attached hereto;

"**Estimated Deducted Indebtedness**" has the meaning set out in Section [2.3](#);

"**Estimated Net Working Capital**" has the meaning set out in Section [2.3](#);

"**Estimated Paid-Out Indebtedness**" has the meaning set out in Section [2.3](#);

"**Estimated Share Purchase Price**" means the Share Purchase Price as estimated in accordance with Section [2.3](#);

"**Final Compulsory Payment Amount**" has the meaning set out in Section [9.10\(b\)](#);

"**Final Compulsory Payment Indemnification Event**" means a Final Determination having been made regarding a liability requiring payment under Applicable Law or any Order;

"**Final Determination**" means a determination made by a Governmental Body (including pursuant to a settlement) where all rights to object to or appeal from the determination (including any right to obtain relief under a competent authority or similar process) have been exhausted or have expired;

"**Financial Statements**" means the consolidated audited financial statements of the Corporation as at and for the financial years ended March 31, 2013 and March 31, 2012, together with the notes thereto and the auditor's report thereon, copies of which are included as Schedule [1.1\(b\)](#) of the Disclosure Letter;

"**GAAP**" means generally accepted accounting principles recognized in Canada, including those approved from time to time by the Canadian Institute of Chartered Accountants or any successor body thereto, as applied to private enterprises, applicable as at the date on which such principles are to be applied or on which any calculation or determination is required to be made in accordance with generally accepted accounting principles;

"**Governmental Body**" means (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise); (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government; and (c) any court, tribunal, commission, arbitrator, arbitration panel or other similar body having regulatory, judicial, quasi-judicial, administrative or similar functions;

"**Guarantee**" means the guarantee of Parent in favour of the Sellers in the form of Exhibit B attached hereto;

"**Hazardous Substance**" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual and includes any substance, material or waste regulated by, prohibited by or reportable pursuant to Environmental Law, including any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous and any other pollutants, contaminants, deleterious substances, dangerous goods, hazardous wastes, radioactive materials, polychlorinated biphenyls, chlorinated solvents and asbestos;

"**Indebtedness**" means, with respect to any Person, without duplication, all obligations (including all obligations in respect of principal, accrued interest, penalties, fees and premiums) of such Person (a) for borrowed money (including amounts borrowed under overdraft facilities), (b) evidenced by bonds, debentures, trust indentures, mortgages, notes or loan agreements, (c) for the deferred purchase price of property, goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business, but including any deferred purchase price liabilities, earn-outs, contingency payments, installment payments, seller notes, promissory notes or similar liabilities, in each case, related to past acquisitions by the Corporation and, for the avoidance of doubt, in each case, whether or not contingent), (d) under capital leases (in accordance with GAAP), (e) in respect of letters of credit and bankers' acceptances (in each case whether or not drawn, contingent or otherwise), (f) for contractual obligations relating to interest rate protection, swap agreements and collar agreements and (g) in the nature of guarantees of any of the obligations described in the immediately preceding clauses (a) through (f) of any other Person;

"**Indemnified Party**" has the meaning set out in Section [9.6\(a\)](#);

"**Indemnified Taxes**" has the meaning set out in Section [9.3\(a\)](#);

"**Indemnifying Party**" has the meaning set out in Section [9.6\(a\)](#);

"**Intellectual Property**" means all rights to and interests in:

- (a) all business names, trade names, corporate names, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses;
- (b) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application);
- (c) all industrial designs and applications for and registration of industrial designs, design patents and industrial design registrations;
- (d) all trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks) and registrations and applications for registration of trade-marks and all trade dress, logos, slogans and brand names;
- (e) all copyright in all works (including software programs and databases) and database rights and registrations and applications for registrations of copyright; and
- (f) all rights and interests in and to processes, customer lists, trade secrets, designs, know-how, product formulae,

manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports, technical information, engineering data, design and engineering specifications;

"Interim Financial Statements" means the unaudited consolidated financial statements of the Corporation as at and for the period ended September 30, 2013, copies of which are included as Schedule [1.1\(c\)](#) of the Disclosure Letter;

"IP Licence Agreements" has the meaning set out in the definition of "Material Contract";

"ITA" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement);

"Knowledge of the Sellers" means the actual knowledge of James Best, Michael Colwell, David Pais, Robert McNicol, Eric Gerrebos or Todd Macey, in each case, after having made reasonable inquiry of the appropriate directors, officers, members of the senior management and other key employees of the Corporation;

"Law" has the meaning set out in the definition of "Applicable Law";

"Leased Property" has the meaning set out in Section [5.7\(c\)](#);

"Leases" has the meaning set out in Section [5.7\(c\)](#);

"Legal Requirements" has the meaning set out in Section [5.10\(a\)](#);

"Licence" means any licence, permit, authorization, approval, consent, certificate, registration or other evidence of authority issued or granted to, conferred upon or otherwise created for the Corporation or the Subsidiary by any Governmental Body;

"Losses" means all claims, demands, Actions, fines, losses, damages, liabilities, Taxes, deficiencies, costs and expenses (including all reasonable legal and other professional fees and disbursements, interest, penalties, judgments and amounts paid in settlement);

"Management Shareholders" has the meaning set out in the preamble to this Agreement;

"Material Adverse Effect" means any event, circumstance, change or state of facts that, when considered individually or in the aggregate, has, or is reasonably likely to have, a material adverse effect on the business, results of operations or financial condition of the Corporation or the Business; provided, however, that the effect of any event, circumstance, change or state of facts arising out of any of the following shall not be considered in determining whether there has been or whether it is reasonably likely for there to be a Material Adverse Effect:

- (a) any failure, in and of itself, by the Corporation to meet any internal or published projections, forecasts or revenue or earnings predictions for any period;
- (b) the breach by Purchaser of its obligations under this Agreement or by the Parent of its obligations under the Guarantee;
- (c) any communication by Purchaser regarding the plans or intentions of Purchaser with respect to the Corporation or the Business;
- (d) conditions affecting (i) the industries in which the Corporation participates, (ii) the Canadian, U.S. or world economy as a whole or (iii) securities markets to the extent that such conditions do not impact the Corporation or the Business in a manner that is materially disproportionate relative to other participants in the same industry and in substantially the same markets as the Corporation;
- (e) terrorist activities, hostilities or acts of war (whether or not declared) occurring after the date of this Agreement to the extent that such activities, hostilities or acts do not impact the Corporation or the Business in a manner that is materially disproportionate relative to other participants in the same industry and substantially the same markets as the Corporation;
- (f) reductions of prices in response to reduction in prices offered by competitors of the Business to the extent that such reductions are not materially disproportionate relative to such reductions offered by other participants in the same

industry and in substantially the same markets as the Corporation;

- (g) the taking of any action specifically required by this Agreement or the taking of any action or omission to take any action requested by Purchaser;
- (h) any change in accounting requirements or principles or any change in Applicable Laws or the interpretation or enforcement thereof to the extent that such changes do not impact the Corporation or the Business in a manner that is materially disproportionate relative to other participants in the same industry and in substantially the same markets as the Corporation; or
- (i) any actions required to be taken under Orders or Contracts;

"Material Contract" means:

- (a) any customer Contract that involves the sale or delivery of goods, products, equipment or materials or the provision of services by the Corporation having a value in excess of \$250,000;
- (b) any Contract to which the Corporation is a party requiring payments by the Corporation in excess of \$250,000 in the aggregate over the remaining term of the Contract that cannot be cancelled without penalty, cost, further payment or other liability and without more than 60 days' notice;
- (c) any licence, distributor, sales agency, advertising or manufacturer's representative Contract that is material to the Business;
- (d) any Contract to which the Corporation is a party evidencing Indebtedness in an outstanding principal amount in excess of \$50,000;
- (e) any Contract that limits or purports to limit the ability of the Corporation to compete in any line of business or with any Person or in any geographic area;
- (f) any Contract to which the Corporation is a party for the provision of supplies or services to the Corporation from Persons not party hereto for consideration in excess of \$250,000 annually;
- (g) any Contract entered into by the Corporation other than in the Ordinary Course of Business that is material to the Corporation, other than Contracts with Purchaser or Parent relating to the transactions contemplated by this Agreement and the Confidentiality Agreement;
- (h) any partnership or joint venture Contract;
- (i) any employment, consulting or similar Contract requiring payment by the Corporation to any Person who is or shall be an employee or consultant of, or is or shall be bound by a similar type of contractual relationship to, the Corporation of base annual compensation in excess of \$75,000 (other than employment offer letters the terms of which are no longer in effect);
- (j) any Contract providing for capital expenditures or the acquisition or construction of fixed assets for the benefit and use of the Corporation, requiring payments by the Corporation in excess of \$100,000 in any year;
- (k) any Contract relating primarily to confidentiality, other than (i) Contracts with customers, suppliers, vendors or Employees and (ii) Transaction NDAs;

- (l) any Contract pursuant to which the Corporation (i) has acquired the right to use any material Intellectual Property, other than off-the-shelf software (the "**IP Licence Agreements**"), currently used in carrying on the Business, or (ii) has granted to any third party any right with respect to any Intellectual Property, other than any such grants that are incidental to the sale of the Corporation's products and services to its customers;
- (m) any Contract relating to any future acquisition (or, to the extent that the Corporation has any surviving indemnification, payment or other liabilities or other obligations or any material rights thereunder, relating to any past acquisition) by the Corporation of any operating business or the assets or share capital of any other Person;
- (n) any Contract for the sale or other transfer of any tangible assets (other than pursuant to any customer Contract) having a fair market value in excess of \$50,000;
- (o) any Contract under which the Corporation has made material advances or loans to any other Person other than (i) customer-related trade receivables and (ii) advances made to an Employee in the Ordinary Course of Business;
- (p) any Contract with a customer of the Corporation providing for "master" terms and conditions of sale applicable to all sales of goods or provision of services to such customer; or
- (q) any written commitment to enter into any agreement of the type described in the immediately preceding clauses [\(a\)](#) through [\(p\)](#);

"**Mini-Basket**" has the meaning set out in Section [9.4\(a\)](#);

"**Net Working Capital**" means, as of a given time, the sum of the Current Assets minus the sum of the Current Liabilities determined on a basis consistent with the Working Capital Methodology;

"**Non-Competition Agreements**" means the non-competition agreements by and between each of James Best, Michael Colwell and Robert McNicol, on the one hand, and the Corporation, on the other hand, in the forms of Exhibit C-1, Exhibit C-2 and Exhibit C-3 attached hereto, respectively;

"**Noteholders**" means, collectively, James Best, Robert McNicol, Ritchie McDonald, David Evans, Patrick Hinds, Michael Colwell, QLP, ELP, BLP and TD Capital;

"**Notes**" means the 15% subordinated convertible secured notes issued by the Corporation in favour of the 15% Noteholders as set forth in Schedule [2.2](#) of the Disclosure Letter, being the only issued and outstanding 15% subordinated convertible secured notes issued by the Corporation, but, for greater certainty, does not include the Subco Note;

"**Order**" means any order, directive, judgment, decree, injunction, decision, stipulation, ruling, determination, award or writ of or entered by any Governmental Body having the force of Law;

"**Ordinary Course of Business**", when used in relation to the taking of any action by a Person, means that the action: (a) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of normal day-to-day operations of such Person; (b) is similar in nature, scope and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person; and (c) does not require the authorization of the shareholders of such Person;

"**Paid-Out Indebtedness**" means the amount of the aggregate Indebtedness of the Corporation and the Subsidiary (including the Notes and the Subco Note) as of the Effective Time, minus the Deducted Indebtedness;

"**Parent**" has the meaning set out in the recitals to this Agreement;

"**Permitted Encumbrances**" means:

- (a) Encumbrances for Taxes, assessments and governmental charges or public utility charges due and payable, which are being contested in good faith and diligently by appropriate proceedings and in respect of which adequate provision has

been made in the Financial Statements or Interim Financial Statements in accordance with GAAP;

- (b) Encumbrances or inchoate liens for Taxes, assessments and governmental charges or public utility charges either not due and payable or not delinquent;
- (c) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any lease and liens or rights reserved in any lease or available to landlords at law for rent or for compliance with the terms of such lease, provided the same are not of such nature as to materially adversely affect the use of the property subject thereto by the Corporation;
- (d) servitudes, easements, restrictions, rights-of-way and other similar rights in real property or any interest therein, provided the same are complied with and do not materially adversely affect the use of the property subject thereto by the Corporation;
- (e) security given in the Ordinary Course of Business to any public utility, municipality or Governmental Body, other than security for borrowed money, provided the same are complied with or adequate security has been furnished to secure such compliance and do not materially adversely affect the use of the property subject thereto by the Corporation;
- (f) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like liens arising in the Ordinary Course of Business in respect of liabilities not yet due or that are due but are being contested in good faith, if adequate provision has been made therefor and if individually or in the aggregate they are not material to the Business;
- (g) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business; and
- (h) the Encumbrances described in Schedule [1.1\(d\)](#) of the Disclosure Letter;

"Person" means an individual, a partnership, a limited partnership, a corporation, an association, a limited liability company, an unlimited liability company, a trust, a joint venture, an unincorporated organization or any other entity, including a Governmental Body;

"Personal Information" means information about an identifiable individual as defined in Privacy Law;

"Pre-Closing Tax Period" has the meaning set out in Section [8.7\(a\)](#);

"Preliminary Compulsory Payment Amount" has the meaning set out in Section [9.10\(a\)](#);

"Privacy Law" means the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Personal Information Protection Act* (British Columbia);

"Pro Rata Share" means, with respect to each Seller, the percentage set forth opposite such Seller's name in Schedule [2.2](#) of the Disclosure Letter (as such schedule shall be amended pursuant to Section 8.11(b));

"Purchased Shares" means all of the issued and outstanding shares in the capital of the Corporation as of the Time of Closing, including, for greater certainty, the Shares and the shares to be issued prior to the Time of Closing upon completion of the Reorganization;

"Purchaser" has the meaning set out in the preamble to this Agreement;

"Purchaser Indemnified Parties" has the meaning set out in Section [9.1](#);

"QLP" has the meaning set out in the preamble to this Agreement;

"Reference Working Capital Amount" means \$6,303,000;

"**Reorganization**" means the transactions described in Schedule [1.1\(e\)](#) of the Disclosure Letter;

"**Representatives**" means the directors, officers, employees, consultants, agents and advisors of a Person;

"**Seller Releases**" means the releases and discharges by and among each Seller, the Corporation and the Subsidiary, each in the form of Exhibit D attached hereto;

"**Sellers**" has the meaning set out in the recitals to this Agreement;

"**Sellers' Representative**" has the meaning set out in the preamble to this Agreement;

"**Share Purchase Price**" has the meaning set out in Section [2.2\(a\)](#);

"**Shareholders' Agreements**" means, collectively, (i) the shareholders' agreement dated May 6, 2003, among the Corporation, the Management Shareholders, TD Capital Canadian Private Equity Partners Ltd. (now the Sellers' Representative), TD Capital Canadian Private Equity Partners (QLP) L.P. (now QLP) and TD Capital Canadian Private Equity Partners (Barbados) L.P. (now BLP) and (ii) the Deposit and Voting Agreement;

"**Shares**" means the shares in the capital of the Corporation indicated to be issued and outstanding as of the date of this Agreement on Schedule [2.2](#) of the Disclosure Letter, being the only issued and outstanding equity securities in the capital of the Corporation as of the date of this Agreement;

"**Statutory Plans**" means statutory benefit plans that the Corporation is required to participate in or comply with, including the plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

"**Stub Period Returns**" has the meaning set out in Section [8.7\(a\)](#);

"**Subco Note**" means the 15% subordinated convertible secured note issued by the Corporation in favour of the Subsidiary on May 6, 2003;

"**Subsidiary**" means 4142918 Canada Inc.;

"**Surplus Inventory**" means the inventory described in Schedule [1.1\(f\)](#) of the Disclosure Letter;

"**Surplus Inventory Amount**" means \$313,247;

"**Taxes**" means any federal, provincial, territorial, foreign, state or local income, branch, profits, capital gains, gross receipts, ad valorem, property, net worth, production, franchise, transfer, payroll, employment, employee health, stamp, occupation, premium, alternative, add-on minimum, goods and services, value added, corporation, land transfer, licence, payroll, excise, sales, use, capital, withholding or other tax, levy, duty, assessment, reassessment or other charges of any kind whatsoever, whether direct or indirect, including any interest or penalty on any of the foregoing, whether disputed or not, and includes Canada Pension Plan premiums and employment insurance premiums imposed by any Governmental Body and any instalments in respect thereof;

"**Tax Loss Carry-forwards**" means the amount of non-capital losses (for purposes of the ITA) arising from the carrying on of the Business of the Corporation;

"**Tax Matters**" has the meaning set out in Section [9.7\(a\)](#);

"**Tax Returns**" means all reports, elections, returns and other documents required or permitted to be filed with any Governmental Body in respect of or relating to Taxes;

"**TD Capital**" has the meaning set out in the preamble to this Agreement;

"**Third Party**" has the meaning set out in Section [9.9\(b\)](#);

"**Third Party Claim**" has the meaning set out in Section [9.6\(a\)](#);

"**Threshold Amount**" has the meaning set out in Section [9.4\(a\)](#);

"**Time of Closing**" means 10:00 a.m. (Toronto time) on the Closing Date;

"**Transaction Costs**" has the meaning set out in Section [11.5](#);

"**Transaction NDAs**" means all confidentiality, non-disclosure and similar contracts entered into by the Corporation or, if in connection with confidential information of the Corporation or the Subsidiary, by any Seller, any Affiliate of any Seller or any financial advisor on behalf of the Corporation, any Seller or any Affiliate of any Seller, in each case in connection with the process relating to the sale of the Corporation that preceded the entering into of this Agreement;

"**Vancouver Property**" means the property located at 3550 Lougheed Highway, Vancouver, British Columbia; and

"**Working Capital Methodology**" means the methodology described in Schedule [1.1\(g\)](#) of the Disclosure Letter.

1.2 **Rules of Construction.**

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms "**Agreement**", "**this Agreement**", "**the Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereby**", "**hereunder**" and similar expressions refer to this Agreement (as amended, modified, replaced or supplemented from time to time) in its entirety and not to any particular provision hereof;
- (b) references to an "**Article**", "**Section**", "**Schedule**" or "**Exhibit**" followed by a number or letter refer to the specified Article or Section of or Schedule or Exhibit to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;
- (e) the word "**including**" is deemed to mean "including without limitation" (and grammatical variations thereof have corresponding meanings);
- (f) the terms "**Party**" and "**the Parties**" refer to a party or the parties to this Agreement;
- (g) all dollar amounts refer to Canadian dollars unless otherwise specified;
- (h) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends;
- (i) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day; and
- (j) a reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute, regulation or rule.

1.3 **Entire Agreement.**

This Agreement (including the Disclosure Letter and the Schedules and Exhibits to this Agreement) (together with the Confidentiality Agreement) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes

all prior agreements, understandings, negotiations and discussions, whether written or oral, among the parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided (or provided in the Confidentiality Agreement). The Parties have participated collectively in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavoursing any Party by virtue of the authorship of any provisions of this Agreement.

1.4 Time of Essence.

Time shall be of the essence of this Agreement.

1.5 Applicable Law.

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.

1.6 Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by binding arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Vancouver, British Columbia. The language of the arbitration shall be English. Judgment upon any award rendered by the arbitrator pursuant to this Section [1.6](#) may be entered in any court of competent jurisdiction.

1.7 Severability.

If any provision of this Agreement is determined pursuant to Section [1.6](#) or by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

1.8 Amendment and Waivers.

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by the Sellers' Representative and Purchaser, except that (a) the Sellers' Representative may, in its sole discretion, waive in writing the application of all or any part of Section [3.4](#); and (b) Purchaser may, in its sole discretion, waive in writing the application of all or any part of Section [3.5](#). No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided.

1.9 Exhibits and Disclosure Letter.

- (a) The following Exhibits are attached to and form part of this Agreement:
- Exhibit A - Form of Escrow Agreement
 - Exhibit B - Form of Guarantee
 - Exhibit C-1 - Form of James Best Non-Competition Agreement
 - Exhibit C-2 - Form of Michael Colwell Non-Competition Agreement
 - Exhibit C-3 - Form of Robert McNicol Non-Competition Agreement
 - Exhibit D - Form of Seller Release

(b) Notwithstanding anything to the contrary contained in this Agreement, the information and disclosure contained in any schedule of the Disclosure Letter relate to and qualify, and shall be deemed to be disclosed in connection with, any representation or warranty made herein to the extent that the applicability of such information or disclosure to such representation or warranty is reasonably apparent on its face.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED SHARES

2.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions hereof, at the Time of Closing, each Seller shall sell, assign and transfer to Purchaser and Purchaser shall purchase from such Seller all, but not less than all, of the Purchased Shares held by such Seller.

2.2 Purchase Price.

(a) The aggregate purchase price payable by Purchaser to the Sellers for the Purchased Shares shall be \$52,200,000 plus the Surplus Inventory Amount (the "**Share Purchase Price**"). The Share Purchase Price shall be adjusted if and as required by the terms of Section [3.6](#).

(b) At the Time of Closing, Purchaser shall (i) first, pay an aggregate amount equal to the Estimated Paid-Out Indebtedness, on behalf of the Corporation, to the accounts designated by Davies Ward Phillips & Vineberg LLP to Purchaser (which accounts shall be so designated not later than five Business Days prior to the Closing Date); (ii) second, pay \$7,000,000 to the Escrow Agent, on behalf of the Sellers, for deposit pursuant to the Escrow Agreement; and (iii) third, pay the difference between (A) the Estimated Share Purchase Price minus (B) the Estimated Deducted Indebtedness minus (C) the amounts paid pursuant to the immediately preceding clauses (i) and (ii) (such difference, the "**Closing Date Share Purchase Price Consideration**") to Davies Ward Phillips & Vineberg LLP, in trust on behalf of the Sellers, to the account designated by Davies Ward Phillips & Vineberg LLP (which account shall be as designated not later than five Business Days prior to the Closing Date).

(c) Each Seller shall be entitled to receive such Seller's Pro Rata Share of the Closing Date Share Purchase Price Consideration, less such Seller's Pro Rata Share of the Transaction Costs.

2.3 Estimated Share Purchase Price.

Not later than five Business Days prior to the Closing Date, the Chief Financial Officer of the Corporation shall deliver to Purchaser a good faith written estimate of (a) the Net Working Capital as of the Effective Time (such estimate, as approved by Purchaser, the "**Estimated Net Working Capital**"), (b) the Paid-Out Indebtedness as of the Effective Time (such estimate, as approved by Purchaser, the "**Estimated Paid-Out Indebtedness**") and (c) the Deducted Indebtedness as of the Effective Time (such estimate, as approved by Purchaser, which approval shall not be unreasonably withheld or delayed, the "**Estimated Deducted Indebtedness**"). If the Estimated Net Working Capital is greater than the Reference Working Capital Amount, the Estimated Share Purchase Price shall be the Share Purchase Price plus the amount of such difference. If the Estimated Net Working Capital is less than the Reference Working Capital Amount, the Estimated Share Purchase Price shall be the Share Purchase Price less the amount of such difference.

ARTICLE 3
CLOSING

3.1 Closing.

The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur at the Time of Closing (a) on or prior to November 7, 2013 (as determined by the Sellers' Representative and Purchaser), (b) if all conditions to Closing set forth in Sections [3.4](#) and [3.5](#) have not been satisfied on or prior to November 7, 2013, on the fifth Business Day following delivery of notice of the satisfaction (and/or the waiver by the Party or Parties entitled to the benefit thereof) of all conditions to Closing set forth in Sections [3.4](#) and [3.5](#) (other than conditions that by their nature can be satisfied only at the Closing, which shall be satisfied at the Closing), or (c) on such other date as may otherwise be agreed to by the Sellers' Representative and Purchaser (the "**Closing Date**"). The Closing shall be held at the offices of Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, Toronto, Ontario, or such other place or places as the Sellers' Representative and Purchaser may agree. Unless otherwise agreed, all Closing transactions shall be deemed to have occurred simultaneously.

3.2 Closing Deliveries by the Sellers.

At the Closing, each Seller will deliver or cause others, as applicable, to deliver the following documents, duly executed by the Sellers or others, as applicable, to Purchaser:

(a) a certificate executed on behalf of such Seller by the Seller or an officer of the Seller, as the case may be, dated the

Closing Date, representing and certifying that the conditions set forth in Sections [3.5\(a\)](#) and [\(b\)](#) have been fulfilled in respect of such Seller;

- (b) assignments or other instruments of transfer duly endorsed in blank, or accompanied by share powers or other instruments of transfer duly executed in blank, and otherwise in form and substance acceptable to Purchaser, acting reasonably, for transfer of the Purchased Shares held by such Seller to Purchaser;
- (c) the minute books and share transfer records of the Corporation and the Subsidiary;
- (d) written resignations effective as of the Time of Closing from such directors and officers of the Corporation and the Subsidiary as Purchaser may designate by notice in writing given to the Sellers at least three Business Days prior to the Closing Date;
- (e) evidence of approvals from the Persons specified in Schedule [5.3](#) of the Disclosure Letter in form and substance acceptable to Purchaser, acting reasonably;
- (f) a copy of the Escrow Agreement, duly executed by the Sellers' Representative;
- (g) a copy of the Seller Releases, duly executed by each of the Sellers;
- (h) a copy of the Non-Competition Agreements, duly executed by each of James Best, Michael Colwell and Robert McNicol;
- (i) evidence of the termination of each of the Shareholders' Agreements, in each case effective as of or prior to the Closing, in form and substance acceptable to Purchaser, acting reasonably;
- (j) a copy of the amendment to the employment agreement referred to in Section [3.5\(g\)](#), duly executed by the Corporation and Michael Colwell;
- (k) pay-off letter(s) in connection with the Paid-Out Indebtedness (other than the Notes or the Subco Note), which pay-off letter(s) shall include a process for the release of any related Encumbrances, in form and substance acceptable to Purchaser, acting reasonably;
- (l) evidence of the consummation of the Reorganization effective prior to the Closing, in form and substance acceptable to Purchaser, acting reasonably;
- (m) evidence of the payment to the applicable Employees of all bonuses owing to them in connection with the consummation of the transactions contemplated hereby and any deferred compensation owed to Employees as of the Closing;
- (n) a certificate of the secretary of each of the Corporation, the Subsidiary and each Seller that is an entity that is customary in connection with transactions of the type contemplated hereby (including in connection with constating documents and all corporate and other proceedings in connection with the transactions contemplated hereby);
- (o) a legal opinion of counsel to the Sellers, in form and substance acceptable to Purchaser, acting reasonably; and
- (p) copies of all Transaction NDAs.

3.3 Closing Deliveries by Purchaser.

At the Closing, Purchaser shall deliver the following documents, duly executed by Purchaser or others, as applicable, to the Sellers' Representative:

- (a) a certificate executed by an officer of Purchaser, dated the Closing Date, representing and certifying that the conditions set forth in Sections [3.4\(a\)](#) and [\(b\)](#) have been fulfilled;
- (b) a copy of the Escrow Agreement, duly executed by Purchaser; and
- (c) a copy of the Guarantee, duly executed by Parent.

3.4 Conditions to Closing in Favour of Sellers.

The obligations of the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment as of the Closing Date of each of the following conditions, which are for the exclusive benefit of the Sellers and may be waived in whole or in part in writing by the Sellers' Representative:

- (a) all representations and warranties of Purchaser contained in this Agreement that are qualified as to materiality or Material Adverse Effect shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all respects at and as of the Closing Date, and those not so qualified shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all material respects (except to the extent such representations and warranties expressly relate to an earlier date, and, in such case, shall be true and correct in all respects or in all material respects, as applicable, on and as of such earlier date);
- (b) Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and all deliveries and payments contemplated by Section [3.3](#) shall have been made;
- (c) no preliminary or permanent injunction or other Order, and no Law, which restrains, enjoins, prohibits or otherwise prohibits the consummation of the transactions contemplated hereby shall be in effect; and
- (d) there shall not be any Actions pending against any of the Parties by (i) a Governmental Body or (ii) a Person that is not an Affiliate of any Seller, in each case which, if adversely determined, (A) would prohibit the consummation of the transactions contemplated hereby or (B) would result in any of the transactions contemplated hereby being rescinded following consummation.

3.5 Conditions to Closing in Favour of Purchaser.

The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment as of the Closing Date of each of the following conditions, which are for the exclusive benefit of, and may be waived in whole or in part in writing by, Purchaser:

- (a) all representations and warranties of each Seller contained in this Agreement that are qualified as to materiality or Material Adverse Effect shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all respects at and as of the Closing Date, and those not so qualified shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all material respects (except to the extent such representations and warranties expressly relate to an earlier date, and, in such case, shall be true and correct in all respects or in all material respects, as applicable, on and as of such earlier date);
- (b) each Seller shall have performed and complied in all material respects with all covenants and agreements required by

this Agreement to be performed or complied with by him or it on or prior to the Closing Date, and all deliveries contemplated by Section [3.2](#) shall have been tabled;

- (c) no preliminary or permanent injunction or other Order, and no Law, which restrains, enjoins or prohibits the consummation of the transactions contemplated hereby shall be in effect;
- (d) there shall not be any Actions pending against any of the Parties by (i) a Governmental Body or (ii) a Person that is not an Affiliate of Purchaser, in each case which, if adversely determined, (A) would prohibit the consummation of the transactions contemplated hereby or (B) would result in any of the transactions contemplated hereby being rescinded following consummation;
- (e) there shall have been obtained the approvals from Persons specified on Schedule [5.3](#) of the Disclosure Letter;
- (f) no Material Adverse Effect shall have occurred since the date of this Agreement; and
- (g) Michael Colwell shall have entered into an amendment to his employment agreement with the Corporation in form and substance satisfactory to Purchaser, acting reasonably.

3.6 Post-Closing Adjustment.

The Share Purchase Price shall be subject to adjustment after the Closing as specified in this Section [3.6](#):

- (a) As soon as practicable, but in any event within 90 days following the Closing Date, Purchaser shall cause management of the Corporation to prepare and submit to the Sellers' Representative a statement of Net Working Capital as of the Effective Time, of the Paid-Out Indebtedness as of the Effective Time, of the Deducted Indebtedness as of the Effective Time and of the Tax Loss Carry-forwards as of the Effective Time (the "**Closing Date Statement**"). The Closing Date Statement will be prepared in accordance with GAAP on a basis consistent with the Financial Statements. Purchaser agrees to permit reasonable access to the books and records of the Corporation, during normal business hours and upon reasonable prior notice, to the Sellers' Representative (and its advisors and/or agents) from the Closing Date through the earlier of (i) the date on which the Closing Date Statement is approved by the Sellers' Representative and (ii) the date on which all disputes between the Sellers' Representative and Purchaser in respect of the Closing Date Statement are finally settled in accordance with Section [3.6\(b\)](#), but only for purposes of this Section [3.6](#).
- (b) The Sellers' Representative shall have 60 days following receipt of the Closing Date Statement to review the Closing Date Statement. The Sellers shall be deemed to have accepted the Closing Date Statement unless the Sellers' Representative notifies Purchaser in writing no later than the 60th day after receipt of the Closing Date Statement that it disputes the amount of Net Working Capital, Paid-Out Indebtedness, Deducted Indebtedness or Tax Loss Carry-forwards as of the Effective Time set forth in the Closing Statement (the "**Dispute Notice**"), which notice shall specify (i) the reasons therefor in reasonable detail and (ii) the alternative amount of Net Working Capital, Paid-Out Indebtedness, Deducted Indebtedness or Tax Loss Carry-forwards as of the Effective Time proposed by the Sellers' Representative. If the Sellers' Representative has delivered a Dispute Notice to Purchaser within the period referred to in the immediately preceding sentence, Purchaser and the Sellers' Representative shall cooperate in good faith to attempt to resolve such dispute as promptly as practicable and, upon such resolution, if any, any adjustments to the calculation of Net Working Capital, Paid-Out Indebtedness, Deducted Indebtedness or Tax Loss Carry-forwards as of the Effective Time shall be made in accordance with the agreement of Purchaser and the Sellers' Representative. If the Sellers' Representative and Purchaser are unable to resolve any such dispute within 20 Business Days of the delivery of the Dispute Notice, then either the Sellers' Representative or Purchaser may issue a written notice of to the other that it elects to submit the disputed items for resolution by a nationally recognized Canadian accounting firm, which shall be jointly selected by Purchaser and the Sellers' Representative (and which shall not be the Sellers', the Corporation's or Purchaser's attest accountants); provided, however, that if Purchaser and the Sellers' Representative are unable to agree on an accounting firm within 15 Business Days, such firm (the "**Arbitrator**") shall be designated by KPMG LLP. The Arbitrator shall be instructed to make a decision within 30 days of being appointed and shall be given access to all materials and information requested by it for such purpose. The procedures to be followed by the Arbitrator shall be

determined by the Arbitrator in its discretion but shall include an opportunity for each of the Sellers' Representative and Purchaser to submit evidence and argument and to respond to the other Party's evidence and argument. Each of the Parties agrees to use its commercially reasonable best efforts to cooperate with the Arbitrator. The decision of the Arbitrator with respect to any matter in dispute (including as to all procedural matters and any decisions as to costs) shall be final and binding on each Seller and Purchaser and shall not be subject to appeal by any Party. Upon a decision of the Arbitrator with respect to all matters in dispute, such amendments shall be made to the Closing Date Statement as may be necessary to give effect to such decision. The Arbitrator's fees and disbursements shall be paid by the Party or Parties and in such proportion as are determined by the Arbitrator.

(c) (w) To the extent the Net Working Capital as of the Effective Time (as set out on the Closing Date Statement, as finalized pursuant to Section [3.6\(b\)](#)) is greater or less than the Estimated Net Working Capital, the Share Purchase Price shall be increased or reduced, as the case may be, dollar for dollar by the amount of such difference; (x) to the extent that the Paid-Out Indebtedness as of the Effective Time (as set out on the Closing Date Statement, as finalized pursuant to Section [3.6\(b\)](#)) is greater or less than the Estimated Paid-Out Indebtedness, the Share Purchase Price shall be increased or reduced, as the case may be, dollar for dollar by the amount of such difference; (y) to the extent that the Deducted Indebtedness as of the Effective Time (as set out on the Closing Date Statement, as finalized pursuant to Section [3.6\(b\)](#)) is greater or less than the Estimated Deducted Indebtedness, the Share Purchase Price shall be increased or reduced, as the case may be, dollar for dollar by the amount of such difference; and (z) to the extent that the Tax Loss Carry-forwards as of the Effective Time (as set out on the Closing Date Statement, as finalized pursuant to Section [3.6\(b\)](#)) are greater or less than \$1,000,000, the Share Purchase Price shall be increased or reduced, as the case may be, by \$0.25 for every dollar of such difference, which net aggregate difference in the Share Purchase Price as calculated pursuant to the immediately preceding clauses (w), (x), (y) and (z) shall be paid within five Business Days after the Closing Date Statement is finalized pursuant to Section [3.6\(b\)](#) as follows:

- (i) if the net aggregate difference in the Share Purchase Price is a positive number, Purchaser shall pay to Davies Ward Phillips & Vineberg LLP, in trust for the Sellers, the amount of such difference and each Seller shall be entitled to receive its Pro Rata Share of such difference; and
- (ii) if the net aggregate difference in the Share Purchase Price is a negative number, the Sellers' Representative, for and on behalf of the Sellers, shall pay to Purchaser such difference.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, individually on his or its own behalf (and neither jointly nor jointly and severally with any other Seller), represents and warrants to Purchaser as follows and acknowledges that Purchaser is relying on such representations and warranties in connection with the transactions contemplated hereby:

4.1 Existence.

Each Seller that is not an individual is a corporation or limited partnership duly incorporated or formed, as applicable, and validly existing under the Laws of its jurisdiction of incorporation or formation and has all necessary corporate or other power, authority and capacity to own its assets and its property as now owned and to carry on its business as it is now being conducted.

4.2 Ownership of Shares.

As of (a) the date of this Agreement, each Seller is the sole beneficial owner of the number of Shares set forth opposite his or its name in Schedule [2.2](#) of the Disclosure Letter, and (b) immediately prior to the Closing, each Seller shall be the sole beneficial owner of the number of Purchased Shares set forth opposite his or its name in Schedule [2.2](#) of the Disclosure Letter (as such schedule shall be amended pursuant to Section 8.11(b)), in each case with good and marketable title thereto, free and clear of all Encumbrances. None of such Shares is as of the date of this Agreement and none of such Purchased Shares shall be as of immediately prior to the Closing subject to any voting trust, shareholders' agreement, proxy, voting agreement or similar arrangement other than the Shareholders' Agreements. Each Seller has full right, power and authority to transfer and deliver to Purchaser good and marketable title to such Shares and Purchased Shares, free and clear of all Encumbrances. Upon completion of the transactions contemplated by this Agreement, all of the Purchased Shares will be owned by Purchaser as the registered and beneficial owner with good and

marketable title thereto, free and clear of all Encumbrances, except for such Encumbrances as may have been granted by Purchaser.

4.3 Authorization and Enforceability.

Each Seller that is not an individual has all necessary corporate or other power and authority, and each Seller that is an individual has legal capacity, to execute and deliver this Agreement, its Seller Release and, if applicable, its Non-Competition Agreement and to perform his or its obligations hereunder and thereunder. This Agreement has been duly authorized, executed and delivered by such Seller and is a legal, valid and binding obligation of such Seller, and at the Closing its Seller Release and, if applicable, its Non-Competition Agreement shall be duly authorized, executed and delivered by such Seller and shall be a legal, valid and binding obligation of such Seller, in each case enforceable against such Seller by Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4.4 No Violation by Seller.

None of the execution, delivery or performance of this Agreement by each Seller, compliance by each Seller with any of the provisions hereof or the consummation by each Seller of the transactions contemplated herein will:

- (a) conflict with or result in any breach of any provision of the operating document or organizational documents, if any, of such Seller;
- (b) violate any Applicable Law;
- (c) require any filing with or consent of any Governmental Body; or
- (d) require the consent of or notice to a Person not party hereto or constitute (with or without due notice or lapse of time or both) a default under, or result in a violation or breach of, any of the terms of any Contract to which such Seller is a party or by which such Seller may be bound which relates to the Corporation or to the ownership of the Purchased Shares,

excluding from the immediately foregoing clauses (c) and (d) such violations, breaches or defaults that would not, individually or in the aggregate, have an adverse effect on such Seller's ability to consummate the transactions contemplated herein.

4.5 No Other Agreements to Purchase.

No Person other than Purchaser has any written or oral agreement or option or any right or privilege, whether by Law, pre-emptive or contractual, capable of becoming an agreement or option for the purchase or acquisition from each Seller of any of the Shares held by such Seller or Purchased Shares to be held by such Seller immediately prior to the Closing.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES RELATING TO THE CORPORATION

The Sellers jointly and severally represent and warrant to Purchaser as follows, and acknowledge that Purchaser is relying on such representations and warranties in connection with the transactions contemplated hereby:

5.1 Share Capital.

The authorized share capital of the Corporation consists of an unlimited number of Class A shares, an unlimited number of Class B shares, an unlimited number of Class A preference shares and an unlimited number of Class B preference shares of which (a) as of the date of this Agreement, the only shares outstanding are the Shares, all of which are validly issued, fully paid and non-assessable, and (b) upon the completion of the Reorganization and immediately prior to the Closing, the only shares outstanding shall be the Purchased Shares, all of which shall be validly issued, fully paid and non-assessable. Schedule 2.2 of the Disclosure Letter (i) sets forth the name of each beneficial owner (and, if different, the registered owner) of the Shares and the class and number of Shares

beneficially owned by each such owner, in each case, as of the date of this Agreement, (ii) as such Schedule shall be amended pursuant to Section 8.11(b), shall set forth the name of each beneficial owner (and, if different, the registered owner) of the Purchased Shares and the class and number of Purchased Shares beneficially owned by each such owner, in each case, upon completion of the Reorganization and immediately prior to the Closing.

5.2 Organization.

Each of the Corporation and the Subsidiary is incorporated, organized and validly existing under the federal Laws of Canada and has all necessary corporate power to own or lease its property and to carry on the business as now being conducted by it. Each of the Corporation and the Subsidiary is duly registered to do business in each jurisdiction in which the nature or conduct of its business or the property and assets owned or leased by it makes such registration necessary. The Sellers have delivered to Purchaser (a) copies of the organizational documents of each of the Corporation and the Subsidiary, as amended to date, and (b) the minute books of each of the Corporation and the Subsidiary which contain records of all meetings held by, and other corporate actions taken by, its shareholders, board of directors and any committees appointed by its board of directors. No Person that has ever amalgamated with or into the Corporation or the Subsidiary. Neither the Corporation nor the Subsidiary has any prior names.

5.3 No Violation by the Corporation or the Subsidiary.

Other than as disclosed in Schedule 5.3 of the Disclosure Letter, neither the sale of the Purchased Shares nor the entering into or performance of this Agreement, the Escrow Agreement will (a) contravene, violate, breach, offend against, result in any default or acceleration of any obligation under, or give rise to any Encumbrance in favour of any Person on (or any forfeiture of) the Purchased Shares or the assets of the Corporation under, (i) any provision of the constating documents, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Corporation or the Subsidiary, or (ii) Material Contract, Applicable Law or Order to which the Corporation or the Subsidiary is a party or by which it is bound or (b) require any filing with or consent of any Governmental Body. Other than as disclosed in Schedule 5.3 of the Disclosure Letter, no Material Contract may be modified or terminated, or by its terms require the approval of or giving notice to any Person not party hereto, in connection with the entering into of this Agreement or the consummation of the transactions contemplated hereby.

5.4 No Options.

Except for the Notes, the Subco Note and except as disclosed in Schedule 5.4 of the Disclosure Letter, there are no (whether by Law, pre-emptive or contractual) (a) outstanding obligations, options, preferred shares, notes, bonds, calls, warrants, convertible securities or other rights, agreements or commitments relating to the capital of the Corporation or the Subsidiary or obligating the Corporation or the Subsidiary to issue or sell or otherwise transfer shares in the capital of the Corporation or the Subsidiary, or (b) outstanding obligations of the Corporation or the Subsidiary to repurchase, redeem or otherwise acquire shares in the capital of the Corporation or the Subsidiary.

5.5 Subsidiary.

The Corporation does not own, directly or indirectly, any shares or other securities or other equity interests in the capital of, or other equity or proprietary interests in, any Person other than the Subsidiary and neither the Corporation nor the Subsidiary has any agreements or other obligations to acquire any equity or proprietary interests in any Person. The authorized share capital of the Subsidiary consists of an unlimited number of common shares and an unlimited number of redeemable, retractable non-voting special shares, of which the only shares outstanding are one common share and one special share, of which the Corporation is the sole registered and beneficial owner, and all of which are validly issued, fully paid and non-assessable. The Subsidiary does not carry on any business and has no assets or liabilities other than the Subco Note. The Subsidiary is a special purpose entity which has issued a special share to the Corporation which is redeemable and retractable on demand for the fair market value of the Subco Note, which is used to determine the value of the deferred share units of the Corporation issued to James Best.

5.6 Business of the Corporation.

The only business operation carried on by the Corporation is the design, manufacture and sale of equipment and parts for the forest products and engineered wood industries, such as stranders, debarkers and chippers, the supply of related equipment and parts and the servicing and repair of such equipment, and the repair and servicing of machinery used in the pulp manufacturing process or forest products industry (collectively, the "**Business**"). None of the Sellers and the Corporation conducts the Business through any entities other than the Corporation.

5.7 Ownership and Location of Assets.

(a) The Corporation owns, possesses and has a good and marketable legal title to all of its property and assets, free and clear of all Encumbrances, except for Permitted Encumbrances. The property and assets currently owned or leased by the Corporation (i) constitute all of the property and assets used or held for use in connection with the Business, (ii) are sufficient to permit the continued operation of the Business in substantially the same manner as currently conducted and (iii) to the Knowledge of the Sellers: (A) are in reasonable operating condition and repair, subject to normal wear and tear and having regard to their use and age, and (B) are adequate for the use to which they are being put. There is no agreement, option or other right or privilege outstanding in favour of any Person for the purchase from the Corporation of the Business or any part thereof or of any of the property or assets of the Corporation, other than the purchase of inventory in the Ordinary Course of Business.

(b) The Corporation does not own, nor is it party to any Contract pursuant to which it has agreed to acquire, any real property or premises.

(c) The complete municipal address of the real property leased by the Corporation (the "**Leased Property**") is set out in Schedule [5.7](#) of the Disclosure Letter. The Corporation does not lease, sublease, license or occupy nor has it agreed to lease, sublease, license or occupy any real property or interest in real property other than the Leased Property and the premises described in, and leased under the leases referred to in, Schedule [5.7](#) of the Disclosure Letter (collectively, the "**Leases**").

(d) Each Lease is valid and subsisting, in full force and effect, unamended by oral or written agreement. Each Lease is in good standing and there has not been any material default by the Corporation and, to the Knowledge of the Sellers, by any landlord under any Lease, nor is there any dispute between the Corporation and any landlord under any Lease.

(e) A full copy of each Lease has been delivered to Purchaser.

(f) None of the Leases has been assigned by the Corporation in favour of any Person.

(g) All the tangible assets currently owned, leased, subleased or licensed by the Corporation are situated at the locations set out in Schedule [5.7](#) of the Disclosure Letter.

5.8 Intellectual Property.

(a) Schedule [5.8](#) of the Disclosure Letter contains a complete and accurate list of all (i) registrations and applications for registration of the Intellectual Property owned by the Corporation, (ii) all common law trade-marks owned by the Corporation, and (iii) all material Intellectual Property used by the Corporation pursuant to a licence agreement, other than commercial off-the-shelf software licensed to the Corporation. The Intellectual Property listed in Schedule [5.8](#) of the Disclosure Letter contains all material Intellectual Property necessary to conduct the Business as currently conducted, except for trade secrets, know-how and goodwill which resides within the Corporation. All of the registrations and applications for registration of the Intellectual Property owned by the Corporation and listed on Schedule [5.8](#) of the Disclosure Letter are valid and subsisting, in good standing, and are recorded in the name of the Corporation. No application for registration of any Intellectual Property owned by the Corporation and listed on Schedule [5.8](#) of the Disclosure Letter has been rejected, withdrawn or opposed. There are no pending or, to the Knowledge of the Sellers, threatened re-examinations, office actions, oppositions, cancellation proceedings or any equivalent proceedings involving any patents or trade-marks included in the Intellectual Property owned by the Corporation and listed on Schedule [5.8](#) of the Disclosure Letter. Except as disclosed in Schedule [5.8](#) of the Disclosure Letter, there have been no patents or trade-marks owned by the Corporation (which are currently used in the Business) and listed on Schedule [5.8](#) of the Disclosure Letter that have expired, lapsed or been abandoned or deemed withdrawn according to the applicable patent and trade-mark offices.

(b) Except as disclosed in Schedule [5.8](#) of the Disclosure Letter, the Corporation is the exclusive owner of, or has a valid and subsisting licence to use, such Intellectual Property necessary to conduct the Business, free and clear of all Encumbrances, other than Permitted Encumbrances. Except as disclosed in Schedule [5.8](#) of the Disclosure Letter, the Corporation is entitled to the use of the Intellectual Property used by the Corporation without payment of royalties or other fees, other than in connection with commercial off-the-shelf software licensed to the Corporation. Except as disclosed in Schedule [5.8](#) of the Disclosure Letter and except for the IP Licence Agreements, the Corporation is not a party to or bound by any Contract that limits, impairs or restricts its ability to sell, transfer, assign or convey its right, title and interest in or to use any Intellectual Property owned by the Corporation.

(c) There are no Actions pending or, to the Knowledge of the Sellers, threatened (including before the Canadian Intellectual Property Office, the United States Patent & Trademark Office or an equivalent authority anywhere in the world) (i) related to any Intellectual Property owned by the Corporation or (ii) to which the Corporation is a party and that challenge or otherwise question the Corporation's right to use any Intellectual Property that it uses to carry on the Business. The Corporation is not party to any Order that limits, impairs or restricts in any way the Intellectual Property that the Corporation owns or uses to conduct the Business.

(d) Neither the Intellectual Property owned by the Corporation nor, to the knowledge of the Sellers, the Intellectual Property used by the Corporation to carry on the Business misappropriates, infringes upon or otherwise violates any intellectual property rights of any third party. To the Knowledge of the Sellers, there is no unauthorized use, infringement or misappropriation of any of the Intellectual Property owned by the Corporation.

5.9 Material Contracts.

A true and complete list of the Material Contracts is set forth at Schedule [5.9](#) of the Disclosure Letter. Except as disclosed in Schedule [5.9](#) of the Disclosure Letter:

- (a) each Material Contract is in full force and effect and constitutes (i) a valid and binding obligation of the Corporation and (ii) to the Knowledge of the Sellers, is a valid and binding obligation of and enforceable against the other parties thereto, in each case except as enforcement may be limited by bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (b) the Corporation has performed in all material respects all of the obligations required to be performed by it and is not in default or in breach or violation of, or has repudiated any provision of, or is alleged to be in default, breach or violation in any material respect with respect to, the Material Contracts; and
- (c) to the Knowledge of the Sellers, no event, condition or occurrence exists which (with or without notice or lapse of time) would constitute a default under any of the Material Contracts.

The Sellers have delivered to Purchaser true, accurate and complete copies of each written Material Contract, in each case, as amended or otherwise modified and in effect. Schedule 5.9 of the Disclosure Letter contains a complete list of all outstanding quotations delivered to customers or potential customers in connection with the potential sale or delivery of goods, products, equipment or materials or the provision of services by the Corporation having a value in excess of \$250,000.

5.10 Compliance with Laws; Licences.

(a) Except as disclosed in Schedule [5.10](#) of the Disclosure Letter, the Corporation has complied in all material respects with all Laws and Orders applicable to the Business and the Corporation (collectively, "**Legal Requirements**"). Except as disclosed in Schedule [5.10](#) of the Disclosure Letter, (i) to the Knowledge of the Sellers, no event has occurred and no circumstance exists that is reasonably likely to constitute or result in (with or without notice or lapse of time) a violation of or a failure to comply with any Legal Requirements material to the Business, and (ii) neither the Sellers nor the Corporation has received any written notice from any Governmental Body regarding any actual or alleged violation of, or failure to comply with, any Legal Requirement material to the Business.

(b) Neither the Corporation nor any of its directors, officers, employees or, to the Knowledge of the Sellers, agents or other Persons acting on behalf of any of the foregoing has violated the *Corruption of Foreign Public Officials Act* (Canada) or similar Law of any other jurisdiction or otherwise, directly or indirectly, corruptly given or agreed to give, payment or similar benefit to any foreign governmental official or employee, any foreign political party or official thereof, any candidate for foreign political office or any official or employee of a public international organization for the purpose of influencing any act or decision of such Person in order to obtain or retain business or obtain an improper commercial advantage; provided, however, that reasonable and *bona fide* expenditures for business entertainment, modest expenditures for gifts and modest non-discretionary facilitating payments are not included herein.

(c) Except as disclosed in Schedule [5.10](#) of the Disclosure Letter, the Corporation has obtained all Licences (but excluding licences within the subject matter of Schedule [5.8](#)) (the "**Corporation Licences**") necessary to carry on the Business as currently conducted. Each Corporation Licence is valid, subsisting and in good standing and the Corporation is not in default or breach of any Corporation Licence in any material respect.

5.11 Insurance.

(a) Schedule [5.11](#) of the Disclosure Letter lists all insurance policies currently maintained by the Corporation on, or covering, the property and assets or personnel of the Corporation (specifying insurer, amount of coverage, type of insurance, policy numbers and any pending claims thereunder). The Corporation is not in default of any such insurance policy and the Corporation has not, in the immediately preceding three years, failed to give any notice or present any claim under any such insurance policy in a due and timely fashion.

(b) Schedule [5.11](#) of the Disclosure Letter sets forth and describes all pending claims under any of such insurance policies and identifies the most recent inspection reports, if any, received from insurance underwriters as to the condition or insurance value of the insured property and assets, copies of which have been made available to Purchaser.

(c) No notice of cancellation or non-renewal with respect to, nor disallowance of any claim under, any of such insurance policies has been received by the Corporation or any Seller within the immediately preceding year.

5.12 Financial Statements and Interim Financial Statements.

The Financial Statements and the Interim Financial Statements have been prepared in accordance with GAAP, applied on a basis consistent with prior periods, are correct and complete in all material respects and present fairly the consolidated assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial position of the Corporation as at their respective dates and the consolidated sales, earnings and results of operations of the Corporation for the respective periods covered by the respective Financial Statements and Interim Financial Statements. Other than the deferred share units of the Corporation issued to James Best (which shall no longer be outstanding as of the Closing), the Corporation has no so-called "off balance sheet" assets, liabilities, obligations or transactions that are not recorded and presented in the Financial Statements or Interim Financial Statements.

5.13 Books and Records.

The books of account and records of account of the Corporation and the Subsidiary in all material respects fairly and correctly set out and disclose the financial position of the Corporation and the Subsidiary, as the case may be, as at the date hereof and all material financial transactions of the Corporation and the Subsidiary have been accurately recorded in such books and records. All such books and records are in the full possession and exclusive control of, and are owned exclusively by, the Corporation or the Subsidiary, as the case may be.

5.14 Absence of Changes.

Since March 31, 2013, the Corporation has carried on the Business and conducted its operations and affairs in the Ordinary Course of Business and, except as disclosed in Schedule 5.14 of the Disclosure Letter and except as contemplated by the Reorganization, there has not occurred any Material Adverse Effect, and neither the Corporation nor the Subsidiary has:

- (a) issued or sold, or entered into any Contract for the issuance or sale, of any shares, or securities convertible into or exercisable for shares, in the capital of the Corporation or the Subsidiary;
- (b) granted or permitted any Encumbrance on or over any material property or assets, other than Permitted Encumbrances;
- (c) elected or changed any of its accounting or tax principles or practices, except as may be required as a result of a change in Law or in GAAP;
- (d) amended its constating documents, by-laws or other organizational documents;
- (e) adopted a plan or agreement of liquidation, dissolution, restructuring, amalgamation, merger, consolidation, restructuring, recapitalization or other reorganization;
- (f) issued any note, bond or other debt security or incurred or guaranteed any Indebtedness, other than in the Ordinary Course of Business;
- (g) adopted, terminated, amended or increased the compensation or benefits under any Employee Plan;
- (h) increased the compensation (in any form, including severance compensation and compensation payable in connection with a change of control) payable or paid, whether conditionally or otherwise, (i) to any director, officer or member of the senior management of the Corporation or (ii) other than in the Ordinary Course of Business, to any other Employee;
- (i) entered into or consummated any transaction involving the acquisition of the business, shares, assets or other properties of any other Person for consideration in excess of \$100,000;
- (j) sold, leased, licensed or otherwise disposed of any material amount of assets or property for consideration in excess of \$100,000, other than to customers of the Business in the Ordinary Course of Business;

- (k) has been subject to any loss, destruction, damage or eminent domain taking (in each case, whether or not insured) affecting itself or its property or assets in excess of \$10,000 in the aggregate;
- (l) changed in any material respect, terminated or discontinued any operations;
- (m) except as may be required as a result of a change in Law or in GAAP, written up or written down any assets; or
- (n) entered into any Contract to do any of the things referred to elsewhere in this Section [5.14](#).

5.15 Taxes.

(a) Each of the Corporation and the Subsidiary has duly filed or caused to be filed on a timely basis (taking into account any extension to file) with the appropriate Governmental Body all Tax Returns required to be filed by it. All such Tax Returns were correct and complete in all material respects. Each of the Corporation and the Subsidiary has paid all Taxes due and payable by it within the time required by applicable Legal Requirements, except such Taxes as are listed in Schedule [5.15](#) of the Disclosure Letter which are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the most recent balance sheet of the Corporation or the Subsidiary, as applicable. No Governmental Body has asserted that the Corporation or the Subsidiary is required to file Tax Returns or pay any Taxes in any jurisdiction where it does not do so. Adequate provision has been made in the books and records of the Corporation for all Taxes payable by it for all taxable periods ending on or before the Closing Date, and where no taxable period ends or is deemed to end on or immediately prior to the Closing Date, for all Taxes payable by it in respect of any period prior to the Closing Date.

(b) The federal and provincial income tax liability of the Corporation and of the Subsidiary has been assessed by the appropriate tax authorities for all financial years up to and including the financial year ended March 31, 2013 and, except as disclosed in Schedule [5.15](#) of the Disclosure Letter, there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax Return or the payment of any Taxes by the Corporation or by the Subsidiary or the examination of any Tax Return or the levying of any assessment by any jurisdiction or authority with which the Corporation or the Subsidiary has filed any Tax Return.

(c) Each of the Corporation and the Subsidiary has withheld from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has duly and timely paid or remitted the same to the proper tax or other receiving authorities.

(d) Each of the Corporation and the Subsidiary has charged and collected all amounts required to be so charged or collected by it on account of Taxes and has remitted all such amounts to the appropriate tax authority when required by Law to do so.

(e) Except as disclosed in Schedule [5.15](#) of the Disclosure Letter, there are no Actions pending or, to the Knowledge of the Sellers, threatened against the Corporation or the Subsidiary in respect of Taxes.

(f) The Sellers have provided to Purchaser a true copy of all Tax Returns filed by the Corporation in respect of the fiscal years of the Corporation and the Subsidiary ended March 31, 2012 and March 31, 2013.

(g) None of the Shares derives, and none of them has at any time within the immediately preceding 60 months derived, more than 50% of its fair market value directly or indirectly from or from any combination of (i) real or immovable property situated in Canada, (ii) Canadian resource properties (as defined in the ITA), (iii) timber resource properties (as defined in the ITA) and (iv) options in respect of, or interests in (or under civil law, a right in), property described in any of the immediately preceding clauses (i) to (iii), whether or not the property exists.

(h) Neither the Corporation nor the Subsidiary has incurred any deductible outlay or expense owing to a Person not dealing at arm's length (for purposes of the ITA) with the Corporation or the Subsidiary, as the case may be, the amount of which would, in the absence of an agreement filed under paragraph 78(1)(b) of the ITA, be included in the income of the Corporation or the Subsidiary for Canadian income tax purposes, as the case may be, for any taxation year beginning on or after the Closing Date under paragraph 78(1)(a) of the ITA or any analogous provision of any comparable Law of any province or territory of Canada.

(i) Neither the Corporation nor the Subsidiary has acquired property from a Person not dealing at arm's length (for purposes of the ITA) with it in circumstances that would result in the Corporation or the Subsidiary, as the case may be, becoming liable to pay Taxes of such Person under subsection 160(1) of the ITA or any analogous provision of any comparable Law of any province or territory of Canada.

(j) The terms and conditions made or imposed in respect of every transaction (or series of transactions) between the Corporation or the Subsidiary and any Person that is (i) a non-resident of Canada for purposes of the ITA and (ii) not dealing at arm's length with the Corporation or the Subsidiary, as the case may be, for purposes of the ITA, do not differ from those that would have been made between persons dealing at arm's length for purposes of the ITA.

(k) Neither the Corporation nor the Subsidiary has ever made an "excessive eligible dividend designation" for purposes of the ITA.

(l) Neither the Corporation nor the Subsidiary has elected under subsection 83(2) of the ITA in respect of the amount of any dividend payable by it on the shares of any class of its share capital in circumstances where the amount of such dividend exceeded the amount of its "capital dividend account" for purposes of the ITA immediately before the dividend became payable.

5.16 GST Registration.

The Corporation is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada) and its registration number is 89139 0809 RT0001.

5.17 Litigation.

Except for the matters disclosed in Schedule [5.17](#) of the Disclosure Letter, there are no Actions pending or, to the Knowledge of the Sellers, threatened against the Corporation, the Subsidiary or the Business at law or in equity or before or by any Governmental Body or by or before an arbitrator or arbitration board. Except as set forth in Schedule [5.17](#) of the Disclosure Letter, (a) any such Actions are fully insured against (subject to any applicable insurance deductible or premium) or fully accrued for (as required by GAAP), (b) the applicable insurers have been notified thereof and (c) no denial of coverage or reservation of rights by any such insurers has occurred. To the Knowledge of the Sellers, no material event has occurred that is reasonably likely (with or without notice or lapse of time) to lead to an Action relating to or affecting the Corporation or the Subsidiary as a defendant that would reasonably likely result in a Material Adverse Effect. Except as set forth in Schedule [5.17](#) of the Disclosure Letter, none of the Sellers, the Corporation and the Subsidiary is the subject of any Order relating to or affecting adversely the Corporation, the Subsidiary or the Business.

5.18 Bank Accounts and Attorneys.

Schedule [5.18](#) of the Disclosure Letter sets forth a true and complete list showing (a) the name of each bank, trust company or similar institution in which the Corporation has accounts or safe deposit boxes and the number or designation of each such account and safety deposit box and (b) the name of each Person holding a power of attorney granted by the Corporation or the Subsidiary.

5.19 Non-Arm's Length Transactions.

Since March 31, 2013, the Corporation has not made any payment or loan to or borrowed any monies from, and the Corporation has not been otherwise indebted to, any officer, director, employee, shareholder or any other Person not dealing at arm's length (within the meaning of the ITA) with the Corporation, except (a) as set out in the Financial Statements or Interim Financial Statements, (b) for usual employee and director reimbursements and compensation paid in the Ordinary Course of Business, (c) pursuant to the Notes and (d) as otherwise disclosed in Schedule [5.19](#) of the Disclosure Letter. Except as disclosed in Schedule [5.19](#) of the Disclosure Letter and except for Contracts of employment disclosed in Schedule [5.22](#) of the Disclosure Letter, stock option agreements disclosed in Schedule [5.4](#) of the Disclosure Letter, as contemplated by the Reorganization and the Shareholders' Agreements, the Corporation is not a party to any Contract with any officer, director, employee, shareholder, Affiliate or any other Person not dealing at arm's length with the Corporation (within the meaning of the ITA). Except as disclosed in Schedule [5.19](#) of the Disclosure Letter, (i) there are no Contracts, arrangements or understandings, written or otherwise, providing for the provision or sharing of services or tangible or intangible assets between the Corporation, on the one hand, and any Seller or any Affiliate of a Seller or officer or director of any such Persons, on the other hand, (ii) neither the Sellers nor any Affiliate of any Seller (other than any portfolio company of the Birch Hill Sellers) nor any officer or director of any such Persons is an officer, director, employee, consultant, competitor, creditor (other than as a holder of Notes), debtor, customer, distributor, supplier or vendor of, or is a party to any Material Contract with, the Corporation, and (iii) neither the Sellers nor any Affiliate of any Seller nor any officer or director of any such Person owns any asset used in, or necessary to, the Business (other than any such assets being acquired by Purchaser hereunder).

5.20 Environmental Matters.

Except as disclosed in Schedule [5.20](#) of the Disclosure Letter:

- (a) the Corporation and the Business are in compliance in all material respects with all applicable Environmental Laws;
- (b) there are no material notices, Orders or directions from any Governmental Body relating to environmental matters requiring, or notifying the Corporation that it is responsible for, any containment, clean-up, remediation or corrective action or any work, repairs, construction or capital expenditures to be made under Environmental Laws;

- (c) except in compliance in all material respects with Environmental Laws, the Corporation has not caused any spill or discharge of any Hazardous Substance on or in the Leased Property since the date the Corporation first occupied the Leased Property, and the Corporation has not used any of its property or assets, or permitted them to be used, to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance except in compliance in all material respects with all Environmental Laws; in particular, to the Knowledge of the Sellers, no part of the Leased Property contains a Hazardous Substance that exceeds in any material respect an applicable soil, vapour or groundwater standard prescribed by Environmental Laws;
- (d) true and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to the Leased Property that are in the possession or control of the Corporation or the Sellers have been provided to Purchaser;
- (e) the Environmental Permits listed in Schedule [5.20](#) of the Disclosure Letter constitute all material Environmental Permits held by the Corporation and are the only material Environmental Permits required for the operation of the Business as currently conducted; the material Environmental Permits presently held by the Corporation are valid and in full force and effect, and no violations thereof have been experienced, noted or recorded, and no Actions are pending or, to the Knowledge of the Sellers, threatened, to revoke or limit any of them;
- (f) there are no material Actions in progress, pending or, to the Knowledge of the Sellers, threatened in which it is alleged that the Corporation or any Employee or any director or officer or former Employee or former director or officer of the Corporation or agent or any other Person for whom the Corporation is responsible is liable for a domestic or foreign federal, provincial, state, municipal or local clean-up or remediation of lands contaminated with Hazardous Substances or for any other remedial or corrective action under an Environmental Law nor, to the Knowledge of the Sellers, is there any factual or legal basis on which any such Actions might be commenced with any reasonable likelihood of success;
- (g) all Hazardous Substances disposed of, treated or stored on lands owned or occupied by the Corporation or off-site of such lands have been disposed of, treated and stored in compliance in all material respects with all Environmental Laws;
- (h) there are no underground storage tanks, pits, lagoons, waste disposal sites, above-ground storage tanks or materials or other assets containing asbestos or polychlorinated biphenyls located on the Leased Property; and
- (i) none of the products currently manufactured by the Corporation or contracted to be manufactured by the Corporation contains asbestos or any asbestos-containing materials.

5.21 Employee Plans.

- (a) Schedule [5.21](#) of the Disclosure Letter lists each Employee Plan, including each qualified or nonqualified defined contribution or defined benefit plan or arrangement which is an employee pension benefit plan. Current and complete copies of all written Employee Plans as amended to date or, where oral, written summaries of the terms thereof have been delivered or made available to Purchaser.
- (b) Except as disclosed in Schedule [5.21](#) of the Disclosure Letter:
 - (i) the Corporation is in compliance in all material respects with the terms of each Employee Plan and all Applicable Laws applicable to such Employee Plans and there are no pending or, to the Knowledge of the Sellers, threatened claims (other than routine claims for payment of benefits in the Ordinary Course of Business) by or on behalf of any Person alleging non-compliance with any Employee Plan;
 - (ii) none of the Employee Plans provides post-retirement benefits to or in respect of the Employees or any former Employees or to or in respect of the beneficiaries of such Employees and former Employees;
 - (iii) none of the Employee Plans is a multi-employer pension plan as defined under the provisions of Applicable Laws, regulations or orders applicable to pension plans;

- (iv) no Employee Plan is a registered pension plan, employees profit sharing plan, deferred profit sharing plan, group registered retirement savings plan or group tax free savings account within the meanings prescribed by the ITA or administrative policies issued by the Canada Revenue Agency; and
- (v) no amendments have been made to any Employee Plan and no improvements to any Employee Plan have been promised and no amendments or improvements to any Employee Plan will be made or promised by the Corporation prior to the Closing.

(c) The sole obligation of the Corporation with respect to any Employee Plan which is a multi-employer pension plan is to make the negotiated contribution set out in the applicable collective agreement(s) and, to the Knowledge of the Sellers, the Corporation does not have any additional liability in respect of any such Employee Plan, other than such negotiated contributions.

(d) The execution of this Agreement and the completion of the transactions contemplated hereby will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan or any other Contract or otherwise that will or may result in any payment (whether of severance pay, special compensation, change of control payments, stay bonuses, success bonuses or otherwise), acceleration of payment or vesting of benefits, forgiveness of Indebtedness, vesting, distribution, restriction on funds, increase in benefits or obligation to fund benefits with respect to any Employee.

(e) To the Knowledge of the Sellers, there exists no liability in connection with any former benefit plan relating to the Employees or former Employees or their beneficiaries that has terminated, and all procedures for termination of each such former benefit plan have been properly followed in accordance with the terms of such former benefit plans and Applicable Law.

5.22 Employment Agreements; Collective Agreements.

(a) Other than as set out in Schedule [5.22](#) of the Disclosure Letter, the Corporation has not entered into any employment or consulting Contract or other Contract with any officer, executive employee, senior manager or consultant, other than (i) oral Contracts of indefinite hire terminable by the Corporation without cause on reasonable notice; and (ii) employment offer letters the terms of which are no longer in effect.

(b) Except as disclosed in Schedule [5.22](#) of the Disclosure Letter, the Corporation has not made any Contract with any labour union or employee association nor made commitments to or conducted negotiations with any labour union or employee association with respect to any future agreements. Other than disciplinary grievances brought in the Ordinary Course of Business, none of which could, individually or collectively with other such grievances, be material to the Business, there are no pending or threatened grievances or arbitration proceedings against the Corporation.

(c) There is no strike, labour dispute, work slowdown or stoppage pending or, to the Knowledge of the Sellers, threatened against the Corporation nor has there been any such strike, labour dispute, work slowdown or stoppage within the immediately preceding three years.

5.23 Employees; Employment Legislation.

(a) Schedule [5.23\(a\)](#) of the Disclosure Letter contains a complete and accurate list of the names, age, position, status, length of service and compensation of all individuals who are full-time, part-time or casual employees or individuals engaged on contract to provide employment services or sales or other agents or representatives of the Corporation as of the date of this Agreement (the "**Employees**").

(b) The Corporation is in compliance in all material respects with all Laws applicable to Employees and there are no claims, complaints, grievances, unfair labour practices, or charges outstanding or, to the Knowledge of the Sellers, anticipated, nor are there any Orders currently registered or outstanding by Governmental Body against or in respect of the Corporation under or in respect of any Laws applicable to Employees.

(c) All accruals for premiums and contributions for Statutory Plans, accrued wages including accrued salaries, vacation pay, overtime pay, commissions and Employee Plan payments have been reflected in all material respects in the books and records of the Corporation.

(d) Except as disclosed in Schedule [5.23\(d\)](#) of the Disclosure Letter, the Corporation has not paid nor will it be required to pay any bonus, fee, distribution, remuneration change of control payment or other compensation to any Person, other than salaries, wages or bonuses paid or payable to Employees in the Ordinary Course of Business in accordance with current compensation levels and practices as a result of the transactions contemplated by this Agreement.

(e) All current assessments under the *Workers Compensation Act* (British Columbia) that relate to the Corporation have been paid or accrued, and the Corporation has not been subject to any specialty or penalty assessment with respect to the Business under such legislation which has not been paid. There have been no fatal or critical accidents which have occurred in the course of the operation of the Business which might lead to charges under the *Workers Compensation Act* (British Columbia).

(f) The Corporation has provided to Purchaser a copy of its standard employee confidentiality and non-disclosure agreement. To the Knowledge of the Sellers, no current or former employee of the Corporation is currently in violation of any duty or obligation of

confidentiality owed to the Corporation under such agreement.

5.24 Customers and Suppliers

Schedule [5.24](#) of the Disclosure Letter sets out a list of customers of the Corporation representing in the aggregate 80% of the revenues of the Corporation for each of the year ended March 31, 2013 and the year ended March 31, 2012 and for the period from and after April 1, 2013 to and until September 30, 2013. Schedule [5.24](#) of the Disclosure Letter sets out a list of suppliers of the Corporation representing in the aggregate 50% of the cost of goods sold of the Corporation for each of the year ended March 31, 2013 and March 31, 2012 and for the period from and after April 1, 2013 to and until September 30, 2013. There are no unresolved disputes with any of the Corporation's principal suppliers or shippers. To the Knowledge of the Sellers, no customer or supplier of the Corporation has expressed an intention to cease doing business with the Corporation or to modify or change in any material manner any existing Contract with the Corporation for the purchase or supply of any products or services, nor has the Corporation received notice from any customer or supplier of any of the foregoing.

5.25 Indebtedness; Security; Guarantees.

(a) Except for the Notes (which shall no longer be outstanding at the Time of Closing), the Subco Note (which shall no longer be outstanding at the Time of Closing) and as otherwise disclosed in Schedule [5.25\(a\)](#) of the Disclosure Letter, neither the Corporation nor the Subsidiary has outstanding any Indebtedness, any liabilities in connection with Indebtedness or any foreign exchange or interest rate hedging contract.

(b) Except for Permitted Encumbrances and except as disclosed in Schedule [5.25\(b\)](#) of the Disclosure Letter (which Encumbrances disclosed in Schedule [5.25\(b\)](#) of the Disclosure Letter shall be extinguished prior to the Time of Closing), no Person has been granted an Encumbrance on any of the property or assets of the Corporation or the Subsidiary.

(c) No Seller nor any Affiliate of any Seller (nor any officer or director of any such Persons) has given any guarantees in respect of the performance and payment obligations of the Corporation arising under letters of credit, indemnities, bonds, comfort letters or similar financial or operational arrangements in support of the Business.

(d) Schedule [5.25\(d\)](#) of the Disclosure Letter sets forth an accurate list of the guarantees given by the Corporation under letters of credit, indemnities, performance bonds, comfort letters and similar financial or operational arrangements in support of the Business or in support of any Person.

5.26 Financial Advisor.

Except as disclosed in Schedule [5.26](#) of the Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission, or to the reimbursement of any of its expenses, in connection with the transactions contemplated hereunder.

5.27 Computer Systems.

Except as disclosed in Schedule [5.27](#) of the Disclosure Letter, the Computer Systems adequately meet the data processing and other computing needs of the Business and operations of the Corporation as presently conducted.

5.28 Privacy.

The Corporation has complied at all times in all material respects with all Privacy Laws in connection with the collection, use and disclosure of Personal Information by the Corporation; and all Personal Information has been collected, used and disclosed with the consent of each individual to whom such Personal Information relates and has been used only for the purposes for which it was initially collected.

5.29 Accounts Receivable.

Except with respect to amounts that have been reserved or provided for, the accounts receivable of the Business reflected in the balance sheet included in the most recent Financial Statements, in the Estimated Net Working Capital and in the books and records of the Corporation are bona fide, have been properly recorded, represent amounts due for goods or services duly sold or rendered in the Ordinary Course of Business.

5.30 Products and Services.

(a) Except as set forth in Schedule [5.30](#) of the Disclosure Letter, there are no Actions pending or, to the Knowledge of the Sellers, threatened against the Corporation pursuant to any product warranty or with respect to the production, distribution or sale of defective, improper or inferior (or allegedly defective, improper or inferior) products or with respect to any warnings or instructions concerning such products. The Corporation is not in material breach of the terms of any Contract relating to the supply of products or services.

(b) Schedule [5.30](#) of the Disclosure Letter sets forth a description of each express performance guarantee, warranty or right of return in effect as of the Closing Date which has been given by the Corporation with respect to any of its products and services, excluding: (i) any such guarantee, warranty or right of return arising solely by operation of Law; (ii) any such guarantee, warranty or right of return relating to products and services which have been sold for a price of less than \$10,000; (iii) third-party manufacturers' warranties for which the Corporation has no liability; and (iv) any such guarantee, warranty or right of return that conforms to the Corporation's standard express limited warranty, a copy of which is included in Schedule [5.30](#) of the Disclosure Letter.

5.31 Undisclosed Liabilities.

Except for liabilities which are reflected in the balance sheet in the most recent Financial Statements (or reflected in the notes thereto) and liabilities incurred since the date thereof in the Ordinary Course of Business, neither the Corporation nor the Subsidiary has any Indebtedness, liabilities or other obligations required to be accounted for on a consolidated balance sheet of the Corporation or disclosed in the notes thereto prepared in accordance with GAAP.

5.32 No Other Representations and Warranties.

Notwithstanding anything contained in this [Article 5](#) or any other provision of this Agreement, it is the explicit intent of each Party that the Sellers are not making any representation or warranty whatsoever, express or implied, beyond those expressly given in this Agreement. Any cost estimates, forecasts, projections or other predictions contained or referred to in this Agreement and all other information or materials that have been or shall hereafter be provided to Purchaser or any of its Affiliates, agents or representatives (including the presentation materials prepared by management of the Corporation or its representatives, agents or advisors) are not and shall not be deemed to be representations and warranties of the Sellers or any of their Affiliates, agents, employees or representatives unless expressly made as a representation and warranty hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Sellers as follows and acknowledge and confirm that the Sellers are relying on such representations and warranties in connection with the sale by the Sellers of the Purchased Shares:

6.1 Organization.

Purchaser is an unlimited liability company validly existing under the Laws of Nova Scotia and has the power to execute and deliver and perform its obligations pursuant to this Agreement. Parent is a corporation validly existing under the Laws of Delaware and has the power to enter into and perform its obligations pursuant to the Guarantee. Purchaser is a "WTO Investor" within the meaning of the *Investment Canada Act*.

6.2 Authorization and Enforceability.

This Agreement has been duly authorized, executed and delivered by Purchaser, and the Guarantee has been duly authorized, executed and delivered by Parent, and each is a legal, valid and binding obligation of Purchaser and Parent, as the case may be, enforceable against each of them by the Sellers in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

6.3 Consents and Approvals.

None of the execution, delivery or performance of this Agreement by Purchaser, compliance by Purchaser with any of the provisions hereof, the consummation by Purchaser of the transactions contemplated herein or the guarantee by Parent of Purchaser's obligations hereunder in accordance with the Guarantee will:

(a) conflict with or result in any breach of any provision of the operating document or organizational documents of

Purchaser or Parent, as the case may be;

- (b) violate any Applicable Law;
- (c) require any filing with or consent of any Governmental Body; or
- (d) require the consent of a Person not party hereto that has not yet been obtained or constitute (with or without due notice or lapse of time or both) a default under, or result in a violation or breach of, any of the terms of any Contract to which Purchaser or Parent, as the case may be, is a party or by which it may be bound,

excluding from the foregoing clauses (c) and (d) such violations, breaches or defaults that would not, individually or in the aggregate, have an adverse effect on Purchaser's ability to consummate the transactions contemplated herein or Parent's ability to satisfy Purchaser's obligations hereunder in accordance with the Guarantee.

6.4 Financing.

Parent has, and as of the Closing Date Purchaser shall have, sufficient funds to pay the Estimated Share Purchase Price.

6.5 Control of Purchaser.

Parent is, indirectly via wholly owned subsidiaries, the sole voting shareholder of Purchaser and as such controls and directs Purchaser and has the power to cause Purchaser to perform its obligations under this Agreement.

6.6 Litigation.

There is no Action pending or, to the knowledge of Purchaser, threatened against Purchaser or Parent or any of their Affiliates by or before any court or Governmental Body or by or before an arbitrator or arbitration board that, individually or in the aggregate, would or would reasonably be expected to impede the ability of Purchaser to consummate the transactions contemplated herein in all respects or for Parent to satisfy all of the obligations of Purchaser hereunder in accordance with the Guarantee.

ARTICLE 7 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Survival of Representations, Warranties and Covenants of the Sellers.

(a) The representations and warranties of the Sellers contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered at Closing shall survive the Closing until the date that is 18 months from the Closing Date and shall continue in full force and effect for the benefit of Purchaser during such period, except that:

- (i) to the extent a notice shall have been given no later than such date (or, in connection with a Third Party Claim, no later than 10 Business Days after such date) (or, in the case of the representations and warranties referred to in the immediately following paragraph (iv), no later than the date referred to in such paragraph (or, in connection with a Third Party Claim, no later than 10 Business Days after such date)) in accordance with Section 9.6 by the Indemnified Party to the Indemnifying Party, in which case the representation or warranty alleged in such notice to have been breached shall survive to the extent of the claim set forth in such notice only, until such claim is resolved;
- (ii) the representations and warranties set out in Article 4 and Sections 5.1 and 5.4 shall survive and continue in full force and effect without limitation of time;
- (iii) the representations and warranties set out in Section 5.15 shall survive as described in Section 9.3(b);
- (iv) the representations and warranties set out in Section 5.20 shall survive until the date that is 36 months

from the Closing Date; and

- (v) a claim for any breach of the representations and warranties made by any of the Sellers contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered at the Closing involving fraud, fraudulent misrepresentation or willful misrepresentation may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Applicable Law.

(b) All covenants and agreements of the Sellers contained herein that by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing Date, shall survive the Closing in accordance with their terms. All other covenants and agreements contained herein shall survive the Closing in accordance with their terms for a period of 18 months after the Closing and shall thereupon terminate, except to the extent a notice shall have been given no later than such date (or, in connection with a Third Party Claim, no later than 10 Business Days after such date) in accordance with Section 9.6 by the Indemnified Party to the Indemnifying Party, in which case the covenant or agreement alleged in such notice to have been breached shall survive to the extent of the claim set forth in such notice only, until such claim is resolved.

7.2 Survival of Representations, Warranties and Covenants of Purchaser.

(a) The representations and warranties of Purchaser contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered at Closing shall survive the Closing until the date that is 18 months from the Closing Date and shall continue in full force and effect for the benefit of the Sellers during such period, except that:

- (i) to the extent a notice shall have been given no later than such date (or, in connection with a Third Party Claim, no later than 10 Business Days after such date) in accordance with Section 9.6 by the Indemnified Party to the Indemnifying Party, in which case the representation or warranty alleged in such notice to have been breached shall survive to the extent of the claim set forth in such notice only, until such claim is resolved;
- (ii) the representations and warranties set forth in Sections 6.1 and 6.2 shall survive and continue in full force and effect without limitation of time; and
- (iii) a claim for any breach of the representations and warranties made by Purchaser contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered at the Closing involving fraud, fraudulent misrepresentation or willful misrepresentation may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Applicable Law.

(b) All covenants and agreements of Purchaser contained herein that by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing Date, shall survive the Closing in accordance with their terms. All other covenants and agreements contained herein shall survive the Closing in accordance with their terms for a period of 18 months after the Closing and shall thereupon terminate, except to the extent a notice shall have been given no later than such date (or, in connection with a Third Party Claim, no later than 10 Business Days after such date) in accordance with Section 9.6 by the Indemnified Party to the Indemnifying Party, in which case the covenant or agreement alleged in such notice to have been breached shall survive to the extent of the claim set forth in such notice only, until such claim is resolved.

ARTICLE 8 COVENANTS

8.1 Confidentiality Agreement.

(a) The terms of the confidentiality agreement dated May 8, 2013 (the "**Confidentiality Agreement**") between the Corporation and Parent are incorporated by reference into this Agreement and shall continue in full force and effect until the Closing, at which time the Confidentiality Agreement and the obligations of Purchaser under this Section 8.1 shall terminate; provided, however, that the Confidentiality Agreement shall terminate only in respect of that portion of the confidential information relating to the Corporation, the Subsidiary, the Business and the transactions contemplated by this Agreement. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

(b) Nothing provided to Purchaser or Parent under this Agreement shall in any way amend or diminish Purchaser's and Parent's obligations under the Confidentiality Agreement, except as provided in Section 8.1(a). Purchaser acknowledges and agrees that any confidential information provided or made available to Purchaser or Parent prior to the Closing by the Sellers or the Corporation or

any officer, director, employee, agent, representative, accountant or counsel thereof shall be subject to the terms and conditions of the Confidentiality Agreement.

(c) Each Seller hereby agrees that such Seller shall not, and that such Seller shall cause its Affiliates and its Representatives not to, at any time at or after the Closing, directly or indirectly, without the prior written consent of Purchaser, disclose or use, any confidential or proprietary information involving or relating to the Corporation, the Subsidiary or the Business. The obligations of each Seller under this Section 8.1(c) shall not apply (i) to information which is readily available to the general public, (ii) to information which is lawfully obtained by any Seller, any Affiliate of a Seller or their respective Representatives after the Closing from a third party that is not bound by confidentiality obligations in favour of the Corporation or any of its Affiliates or (iii) if any Seller, any Affiliate of the Seller or any of their respective Representatives are required to disclose such information pursuant to an order of a commission, self-regulatory organization, securities exchange or any Government Body so long as such Seller shall have first provided Purchaser a reasonable opportunity to contest the necessity of disclosing such information; provided that each Seller shall use its commercially reasonable efforts (at Purchaser's sole expense) to ensure that any such disclosure shall be afforded confidential treatment.

8.2 Access to the Corporation and the Subsidiary.

The Sellers shall, as soon as reasonably practicable and subject to Applicable Law, make available to Purchaser and its authorized Representatives and, if requested by Purchaser, acting reasonably, provide a copy to Purchaser of, all title documents, Contracts, financial statements, minute books, share certificate books, share registers, books of account, accounting records and constating documents relating to the Corporation, the Subsidiary and the Business that are reasonably necessary for Purchaser's transition planning purposes. Subject to Applicable Law, the Sellers shall cause the Corporation and the Subsidiary to afford Purchaser and its authorized representatives reasonable access during business hours on two Business Days' notice, for transition planning purposes, to the Business and the property, assets, undertaking, records, personnel and documents of the Corporation and the Subsidiary, which access shall not include the right to conduct any intrusive investigations or disrupt the Business.

8.3 Conduct Prior to Closing.

From and after the date of this Agreement, each Seller shall cause the Corporation to (x) conduct the Business only in the Ordinary Course of Business (except as contemplated by the Reorganization), (y) use its commercially reasonable efforts to maintain in all material respects the Corporation's and the Business' relationships with third parties (including lessors, licensors, suppliers, distributors and customers) and employees, consultants and independent contractors and (z) consult with Purchaser prior to taking any action or entering into any transaction of material and strategic importance to the Corporation or the Business. Without limiting the generality of the foregoing, except (1) as otherwise expressly contemplated by this Agreement, (2) for actions approved by Purchaser (which approval shall not be unreasonably withheld, conditioned or delayed), (3) as required to comply with Applicable Law, (4) that the Corporation may distribute to its shareholders any or all of the cash held by it at any time prior to the Time of Closing, whether by way of dividend, return of capital or other form of distribution or payment, and (5) for the consummation of the Reorganization, from and after the date of this Agreement, each Seller shall cause the Corporation and the Subsidiary not to take any of the following actions with respect to itself or the Business:

- (a) amend its constating documents, by-laws or other organizational documents;
- (b) adopt a plan or agreement of liquidation, dissolution, restructuring, amalgamation, merger, consolidation, recapitalization or other reorganization;
- (c) (i) issue, sell, transfer, pledge, dispose of or suffer any Encumbrance on any shares of its capital or any material asset (except for the sale of the Corporation's goods and products to customers in the Ordinary Course of Business), (ii) grant any options, warrants or other rights to purchase or obtain any shares of its capital, (iii) split, combine, subdivide or reclassify any shares of its capital, (iv) declare, set aside or pay any dividend or other distribution, other than any dividend or distribution payable in cash or in any shares of its capital, with respect to any shares of its capital or (v) redeem, purchase or otherwise acquire any shares of its capital;
- (d) issue any note, bond or other debt security, incur, assume or guarantee any Indebtedness or performance bond, surety bond or similar obligation, permit any assets to become subject to an Encumbrance other than a Permitted Encumbrance, or forgive, waive or agree to extend repayment on any Indebtedness or other obligation owed to the Corporation or the Subsidiary, except for standby letters of credit issued in the Ordinary Course of Business to customers of the Business in connection with the receipt of Customer Deposits or as a performance warranty pursuant to written Contracts which do not exceed \$10,000 in each case or \$50,000 in the aggregate;

- (e) (i) increase or commit to any increase in the benefits under any Employee Plan or the compensation (in any form, including severance compensation and compensation payable in connection with a change of control or change in position or responsibilities) payable, whether conditional or otherwise, to any officer or director of the Corporation; (ii) except in the Ordinary Course of Business, increase or commit to increase the compensation (in any form, including severance compensation and compensation payable in connection with a change of control or change in position or responsibilities) payable to any employee or independent contractor (other than an officer or director) of the Corporation or with respect to the Business; (iii) adopt, amend or terminate any Employee Plan; or (iv) grant or pay any bonuses (other than the bonuses described in Section 3.2(m));
- (f) enter into or amend any Contract relating to employment or compensation of any director, officer or member of the senior management of the Corporation, including any extension, renewal or new collective bargaining agreement, severance agreement or change in control agreement;
- (g) enter into or consummate any transaction involving the acquisition of the business, shares, assets or other properties of any other Person for consideration in excess of \$50,000;
- (h) sell, lease, license or otherwise dispose of any material amount of assets or property in excess of \$50,000, except pursuant to existing Contracts and except in the Ordinary Course of Business;
- (i) except as may be required as a result of a change in Law or in GAAP, elect or change any of its accounting principles or practices;
- (j) change or revoke any material election for Taxes, settle any material Action in respect of Taxes or enter into any Contract in respect of Taxes with any Governmental Body;
- (k) except as may be required as a result of a change in Law or in GAAP, write up or write down any of its material assets or revalue its inventory;
- (l) terminate, extend or fail to extend any of the Leases;
- (m) agree or otherwise commit to take any of the actions set forth in the immediately preceding clauses [\(a\)](#) through [\(l\)](#).

8.4 Letters of Credit.

On or prior to the Closing Date, Purchaser shall deposit to an account designated by the Corporation maintained with the Toronto-Dominion Bank an amount equal to the aggregate face amount of the existing letters of credit listed in Schedule [5.25\(d\)](#) of the Disclosure Letter; provided that, if the Closing fails to occur and this Agreement is terminated, the Sellers shall cause the Corporation to promptly, and in any event within three Business Days after the termination of this Agreement, return such amount to Purchaser. Purchaser shall, promptly after the Closing Date, provide to the Corporation letters of credit to replace the existing letters of credit listed in Schedule [5.25\(d\)](#) of the Disclosure Letter. Such replacement letters of credit shall be issued by a bank in favour of the customer of the Corporation named therein, in substantially the same form as currently issued, and shall become effective upon the return by such customers to the Corporation of such existing letters of credit.

8.5 Books and Records.

Purchaser covenants to use reasonable care to preserve the books and records of the Corporation and the Subsidiary delivered to it for a period of six years from the Closing Date, or for such longer period as is required by any Applicable Law, and will permit the Sellers or their authorized representatives reasonable access thereto, upon reasonable written notice and during normal business hours, in connection with the affairs of the Sellers.

8.6 **Monthly Financials.**

The Sellers shall cause the Corporation to prepare and furnish to Purchaser, promptly after becoming available and in any event within thirty (30) days after the end of each calendar month, monthly unaudited consolidated financial statements of the Corporation for each month following the date of this Agreement through the Closing Date in the form customarily prepared by management of the Corporation for internal use.

8.7 **Tax Return.**

(a) Purchaser shall, at its own cost, cause the Corporation's and the Subsidiary's accountants to duly and timely make or prepare (i) all Tax Returns required to be made or prepared by the Corporation and the Subsidiary and to duly and timely file all Tax Returns (and other returns customarily prepared by the accountants of the Corporation and the Subsidiary in the past) required to be filed by the Corporation and the Subsidiary for any period which ends on or before the Closing Date (the "**Pre-Closing Tax Period**") and for which Tax Returns have not been required to be filed or otherwise filed as of such date and (ii) if applicable, all Tax Returns required to be made or prepared by the Corporation and the Subsidiary and to duly and timely file all Tax Returns required to be filed by the Corporation and the Subsidiary for periods beginning before and ending after the Closing Date (each, a "**Straddle Period**") (all Tax Returns referred to in the immediately preceding clauses (i) and (ii) collectively, the "**Stub Period Returns**"). All such Tax Returns shall be prepared on a basis consistent with the past practice of the Corporation or the Subsidiary except to the extent otherwise required by Applicable Law. Purchaser shall cause the Corporation to elect in accordance with subsection 110(1.1) of the ITA that neither it nor any Person with whom the Corporation does not deal at arm's length will deduct any amount (other than an amount described in subsection 110(1.2) of the ITA) in respect of payments made by the Corporation to or for the benefit of any option holder in respect of his disposition of rights under the applicable options.

(b) The Sellers and Purchaser shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of any Stub Period Return and shall preserve such data and other information until the expiration of any applicable limitation period under any Applicable Law with respect to Taxes.

(c) The Stub Period Returns required to be prepared by the Corporation or the Subsidiary shall be submitted in draft form to the Sellers' Representative at least 60 days before the date on which such Tax Returns are required by Law to be filed with the relevant taxing authority (provided that such 60-day period may be abridged by Purchaser as necessary in order for such Tax Returns to be filed within the time required by Applicable Law). The Sellers' Representative shall have the right to review such filings and shall communicate any reasonable comments in writing to Purchaser at least 15 days before the date on which such Tax Return is required to be filed with the relevant taxing authority. Purchaser shall make, or cause to be made, such reasonable changes (which reasonable changes shall not, among other things, increase the liability of the Corporation, Purchaser or their respective Affiliates or require the Corporation or Purchaser to take a position that Purchaser, in its reasonable judgment, believes would be inconsistent with its or its Affiliates' tax reporting obligations, taken as a whole, or would limit Purchaser, the Corporation or any of their respective Affiliates from or to taking a position with respect to future transactions except to the extent the change requested is consistent with the Corporation's past practice or is required by Applicable Law) required by the Sellers' Representative (unless contrary to Applicable Law) and file any such Tax Return on or before the date on which it is required to be filed with the relevant taxing authority.

8.8 **Exclusivity.**

For the period from the date of this Agreement to and until the Closing, each Seller shall not, and shall cause its Representatives and Affiliates (including the Corporation and the Subsidiary) not to, directly or indirectly, (x) solicit, initiate or encourage the submission of any proposal or offer from any Person relating to, (y) pursue, consummate or enter into any agreements or arrangements with respect to or (z) participate in any discussions or negotiations regarding, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek, a (a) reorganization, dissolution, liquidation or recapitalization of the Corporation or the Subsidiary or involving the Corporation or the Subsidiary, (b) amalgamation, merger, consolidation, share exchange or acquisition of the Corporation or the Subsidiary, (c) sale of any material amount of assets of the Business outside the Ordinary Course of Business, (d) direct or indirect acquisition or purchase of any shares or other equity interests of the Corporation or the Subsidiary, (e) any similar transaction or business combination involving the Corporation, the Subsidiary or the Business, the shares of the Corporation or the Subsidiary or the property or assets of the Corporation or the Subsidiary or (f) other similar transaction the consummation of which would prevent, impede or delay the consummation of the transactions contemplated by this Agreement.

8.9 **Non-Solicitation.**

(a) For a period of five years from and after the Closing Date, each Seller shall not, and shall cause each of its Affiliates not to, (i) solicit any current or former client of the Corporation or the Business (other than a client that, as of the time of the relevant solicitation, has not conducted business with the Corporation during the 12-month period preceding such time) for the purpose of carrying on a Competitive Business or (ii) induce, entice or solicit any person to terminate his or her employment with the Corporation

or hire any such person (other than a person who, as of the time of the relevant inducement, enticement or solicitation, had not been employed by the Corporation during the six-month period preceding such time). No Seller or any Affiliate of a Seller shall be in breach of its non-solicitation obligations contained in Section 8.9(a)(ii) if (A) it issues a general solicitation of employment through public media provided that the persons described in Section 8.9(a)(ii) are not specifically targeted or (B) it hires a person described in Section 8.9(a)(ii) after such person's employment has been terminated by the Corporation.

(b) As used in this Agreement, "**Competitive Business**" means any Person or business that is a competitor of, or competitive with, the Business as currently conducted anywhere in Canada, the United States, the European Union, Russia, China or anywhere else in the world in which the Business has been conducted.

8.10 Filings, Authorizations and Consents; Commercially Reasonable Efforts.

(a) Purchaser and each Seller shall cooperate with one another in determining whether any action, consent, approval or waiver from any party to any Material Contract is required or reasonably appropriate, in connection with the consummation of the transactions contemplated hereby. Subject to the terms and conditions of this Agreement and the Confidentiality Agreement, in taking such actions, the Parties shall furnish such information as may be required in connection therewith, and the Parties shall timely seek to obtain any such actions, consents, approvals or waivers.

(b) Upon the terms and subject to the conditions herein provided, except as otherwise provided in this Agreement and without limiting the application of the provisions of the immediately preceding clause (a), each Party agrees to use its commercially reasonable efforts to take or cause to be taken all action, to do or cause to be done and to assist and cooperate with the other party in doing all things necessary, proper or advisable under Applicable Laws to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including: (i) the satisfaction of the conditions precedent to the obligations of the Parties hereunder, (ii) the obtaining of applicable consents, waivers or approvals of any third parties and (iii) the execution and delivery of such instruments, and the taking of such other actions, as the other Parties may reasonably require in order to carry out the intent of this Agreement.

8.11 Update to Disclosure Letter.

On or prior to the Closing Date, the Sellers' Representative (a) may, by written notice delivered to Purchaser, update the Disclosure Letter but solely to reflect the addition to Schedule 5.9 of any outstanding quotations in connection with the potential sale or delivery of goods, products, equipment or materials or the provision of services by the Corporation having a value in excess of \$250,000 that were issued or provided by the Corporation from and after the date of this Agreement in accordance with Section 8.3; and (b) shall, by written notice delivered to Purchaser, amend, acting reasonably, the portion of Schedule 2.2 of the Disclosure Letter that describes the number of issued and outstanding Purchased Shares as of immediately prior to the Closing and the Pro Rata Share of each Seller in order to reflect the Reorganization. Upon the delivery of such written notice, the Disclosure Letter shall be treated as being amended with respect to the matters set forth on such notice, and such notice shall be deemed to have cured any breach of, or any inaccuracy or untruthfulness in, the representation contained in (i) the final sentence of Section 5.9, (ii) Section 4.2(b) or (iii) Section 5.1(ii), as the case may be, as of the Closing Date that might have otherwise existed hereunder but for such notice.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by Sellers.

The Sellers shall jointly and severally indemnify and save harmless Purchaser, Parent and, following the Closing, the Corporation and the Subsidiary (collectively, the "**Purchaser Indemnified Parties**") from and against all Losses suffered or incurred as a result of or arising directly or indirectly out of or in connection with:

- (a) any breach of, or inaccuracy or untruthfulness in, any representation or warranty of any Seller contained in this Agreement or in any agreement, certificate or other document delivered by any Seller in connection with the Closing;
- (b) any breach or non-performance by any Seller of any covenant or other agreement to be performed by any Seller which is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto;
- (c) 75% of the amount of any accounts receivable of the Corporation that are unpaid and outstanding as of the Closing Date that have not been paid to the Corporation on or prior to the date that is six months after the date the same are due and payable in accordance with the terms of the invoices issued by the Corporation in respect thereof (it being understood and agreed that if, after the Sellers indemnify Purchaser for any amount of uncollected accounts receivable under this paragraph (c), any such accounts receivable are ultimately paid to the Corporation, Purchaser shall promptly reimburse

to the Sellers' Representative the applicable portion of such indemnified amount); and

- (d) any Action made or brought by any Governmental Body or any other Person (other than Purchaser and its Affiliates) pursuant to any Environmental Law in respect of the Vancouver Property if such Action is made or brought on or prior to the date that is 36 months after the Closing Date (it being understood and agreed that indemnification pursuant to this paragraph [\(d\)](#) constitutes a private agreement for the purpose of *The Environmental Management Act*, SBC, s. 48(4)(a));

provided, however, that no Seller shall be required to indemnify or save harmless any Purchaser Indemnified Party unless (i) with respect to Sections [9.1\(a\)](#) and [9.1\(b\)](#), Purchaser shall have provided notice to such Seller in accordance with Section [11.1](#) on or prior to the expiration of the applicable time period (if any) for the provision of notice set out in Section [7.1](#), (ii) with respect to Section [9.1\(c\)](#), Purchaser shall have provided notice to such Seller in accordance with Section [11.1](#) on or prior to the date that is 30 days following the expiry of the six-month period referred to in Section [9.1\(c\)](#), and (iii) with respect to Section [9.1\(d\)](#), Purchaser shall have provided notice to such Seller in accordance with Section [11.1](#) on or prior to the date that is 36 months after the Closing Date.

9.2 Indemnification by Purchaser.

Purchaser shall indemnify and save harmless the Sellers from and against all Losses suffered or incurred as a result of or arising directly or indirectly out of or in connection with:

- (a) any breach of, or inaccuracy or untruthfulness in, any representation or warranty of Purchaser contained in this Agreement or in any agreement, certificate or other document delivered by Purchaser in connection with the Closing;
- (b) any breach or non-performance by Purchaser of any covenant or other agreement to be performed by it which is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto;

provided, however, that Purchaser shall not be required to indemnify or save harmless any Seller unless any Seller shall have provided notice to Purchaser in accordance with Section [11.1](#) on or prior to the expiration of the applicable time period (if any) for the provision set out in Section [7.2](#).

9.3 Tax Indemnity.

(a) In addition to and without limiting the generality of Section [9.1](#), the Sellers shall indemnify the Purchaser Indemnified Parties (other than Parent) and save them harmless against any Taxes and other Losses which may be suffered or incurred by any of the Purchaser Indemnified Parties (other than Parent) ("**Indemnified Taxes**") as a result of, or arising out of or in connection with or related in any manner whatever to any Taxes required to be paid by the Corporation or the Subsidiary (and in each case any successor thereto) (i) in respect of a Pre-Closing Tax Period; (ii) in respect of the portion of a Straddle Period ending immediately prior to the Closing Date (as determined under Section [9.3\(d\)](#)); and (iii) in connection with the completion of the transactions that constitute the Reorganization; and, in each case, except to the extent such Taxes were specifically taken into account in computing the Net Working Capital as of the Effective Time in the Closing Date Statement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the right of the Purchaser Indemnified Parties (other than Parent) to commence any claim for indemnification for Taxes under this Section [9.3](#) and the representations and warranties in Section [5.15](#) shall survive the Closing and continue until 45 days after the relevant Governmental Bodies are no longer entitled to assess or reassess the Corporation or the Subsidiary in respect of the Taxes in question, having regard, without limitation, to any waiver given by the Corporation or the Subsidiary, as applicable, before the Closing Date in respect of such Taxes.

(c) If written notice of any bona fide claim for indemnification under this Section [9.3](#) shall have been given in accordance with this Agreement within the applicable survival period, the rights and obligations that are the subject of such claim for indemnification shall survive with respect to such claim until such time as such claim is fully and finally resolved.

(d) In the case of any Straddle Period, the amount of Taxes allocable to the portion of the Straddle Period ending immediately prior to the Closing Date shall be:

- (i) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of calendar days in the Straddle Period prior to the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and

- (ii) in the case of Taxes not described in the immediately preceding clause (i) (such as franchise Taxes, Taxes that are based upon or related to income or receipts or Taxes that are based upon occupancy or imposed in connection with any sale or other transfer or assignment of property), the amount of such Taxes determined as if such tax period ended immediately prior to the Closing Date.

(e) If the Corporation or the Subsidiary (or any successor to either of them) receives a refund of Taxes in respect of a Pre-Closing Tax Period, Purchaser shall pay or cause to be paid to the Sellers' Representative the amount of such refund except to the extent it was specifically taken into account in computing the Net Working Capital as of the Effective Time in the Closing Date Statement, and net of any costs and expenses to the recipient of such refund of receiving such refund (including Taxes payable as a consequence of receiving such refund).

9.4 Limitation of Liability.

(a) A Purchaser Indemnified Party shall not be entitled to require payment by a Seller of any amount on the indemnities contained in Section [9.1\(a\)](#) until the aggregate of all such amounts for which it would otherwise be entitled to require payment exceeds \$250,000 (the "**Threshold Amount**"); provided that no Seller shall have any liability hereunder for any such individual matter where the Losses related to such matter (or series of related matters) are less than \$10,000 (the "**Mini-Basket**"), and such matters shall not be aggregated for purposes of determining whether the Losses exceed the Threshold Amount. Once the Threshold Amount has been exceeded, Purchaser shall be entitled to require payment on the indemnities contained in Section [9.1\(a\)](#) after deducting the Threshold Amount from the amount of the aggregate Claims under Section [9.1\(a\)](#). The aggregate liability of the Sellers to the Purchaser Indemnified Parties in respect of the indemnities contained in Section [9.1\(a\)](#), [9.1\(c\)](#) or [9.1\(d\)](#) shall not exceed, and shall be limited to an amount equal to, 20% of the Share Purchase Price (the "**Cap**");

(b) The aggregate liability of any Party in respect of any of the indemnities contained in this Agreement shall not exceed, and shall be limited to an amount equal to, 100% of the Share Purchase Price.

(c) (i) The Birch Hill Sellers shall be jointly and severally liable to the Purchaser Indemnified Parties for any Claim or Losses hereunder and (ii) (A) each Management Shareholder shall only be liable to a Purchaser Indemnified Party for such Management Shareholder's Pro Rata Share of any Claim or Losses, except for any Claim or Losses arising from a breach by such Management Shareholder of (1) any representation or warranty contained in [Article 4](#) or (2) any covenant to be performed by him under this Agreement, in which case the breaching Management Shareholder shall bear sole liability for any such Claim or Losses, and (B) the aggregate liability of each Management Shareholder to the Purchaser Indemnified Parties in respect of the indemnities contained in Sections [9.1\(a\)](#), [9.1\(c\)](#), [9.1\(d\)](#) and [9.3](#) shall not exceed, and shall be limited to, an amount equal to 20% of the portion of the Share Purchase Price payable to such Management Shareholder (except for Claims arising out of fraud or willful misrepresentation or any breach of any representation or warranty set forth in [Article 4](#) or in Sections [5.1](#), [5.4](#) or [5.15](#), in which case such aggregate liability shall not exceed, and shall be limited to, an amount equal to 100% of the portion of the Share Purchase Price payable to such Management Shareholder).

(d) Notwithstanding anything to the contrary contained in this Agreement, (i) the Mini-Basket, the Threshold Amount and the Cap shall not apply to (A) Claims arising out of fraud or willful misrepresentation or (B) any breach of any representation or warranty set forth in [Article 4](#) or in Sections [5.1](#), [5.4](#) or [5.15](#); and (ii) no limitation of liability contained in this Section [9.4](#) shall be construed to apply to any of the indemnities contained in Section [9.3](#) (except for the limitations of liability described in immediately preceding clauses [\(b\)](#) and [\(c\)\(ii\)](#), which shall apply to the indemnities contained in Section [9.3](#)).

9.5 Determination of Losses.

For all purposes of this [Article 9](#), "Losses" shall be net of (i) any insurance or other recoveries actually paid to the Indemnified Party or its Affiliates in connection with the matters, circumstances, events or facts giving rise to the right of indemnification hereunder (net of any deductibles or self-insured or co-insurance payments made by the Indemnified Party or its Affiliates), and (ii) any Tax benefit actually received by a Purchaser Indemnified Party (other than Parent) or a Seller, as the case may be, in the form of a reduction of cash Taxes otherwise payable or a refund of Taxes to the extent that such benefit is received by such Purchaser Indemnified Parties or such Seller, as the case may be, as a direct consequence of the accrual, incurrence or payment of any such Losses, and, for purposes of this Section 9.5, "Losses" shall include the Tax cost to a Purchaser Indemnified Party (other than Parent) or a Seller of receiving any indemnity payment. Purchaser agrees that it and the other Purchaser Indemnified Parties shall take such steps as are reasonable to reduce any such Tax cost, including, where possible, by making an election under subsection 13(7.4), 12(2.2) or 53(2.1) of the ITA.

9.6 Notice of Claim.

(a) If a Party (the "**Indemnified Party**") shall become aware of any claim, Action or other matter (a "**Claim**") in respect of which another Party (the "**Indemnifying Party**") agreed to indemnify the Indemnified Party (or to indemnify the Purchaser

Indemnified Parties, if the Indemnified Party is Purchaser) pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party (the "**Claim Notice**"). The Claim Notice shall specify whether the Claim arises as a result of a claim by a Person not party hereto (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall specify with reasonable particularity, to the extent that the information is available, the factual basis for the Claim and the amount of the Claim.

(b) If, through the fault of the Indemnified Party, the Indemnifying Party does not receive the Claim Notice in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any Losses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give the Claim Notice on a timely basis.

(c) In respect of any Claim Notice concerning Indemnified Taxes, a Purchaser Indemnified Party shall deliver with its Claim Notice a copy of any assessment, reassessment, notice of confirmation thereof, proposal to assess or reassess, appeal or notification of a similar proceeding, together with all correspondence related to such documents.

9.7 Cooperation Respecting Tax Matters.

Each Party shall provide reasonable cooperation to the other Parties and their respective counsel in respect of Tax matters arising under this Agreement ("**Tax Matters**"), including:

- (a) providing prompt notice to the other Parties in writing of any pending or threatened Tax audits or assessments of the Corporation or the Subsidiary for tax periods for which the other Parties may have a liability under this Agreement;
- (b) keeping the other Parties and their respective counsel advised on a prompt and ongoing basis of the status of Tax Matter and any material changes or developments with respect thereto and promptly and fully responding to all requests for information, questions and comments of the other Parties and their respective counsel from time to time as are reasonably required to be provided, answered or made.
- (c) making available to the other Parties in a prompt fashion such data, documents and other information as may reasonably be required for the preparation and filing of all Stub Period Returns, or for the conduct of any Tax Matter, and preserving all such data, documents and information until the expiry of the limitation period under Applicable Law with respect to the taxation years or periods covered by such Stub Period Returns, or until a Final Determination has been made in respect of such Tax Matter, as the case may be; and
- (d) promptly signing and delivering such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce) Taxes, or an exemption from (or an extension in respect of) an obligation to file Tax Returns;

it being understood and agreed that for purposes of this Section [9.7](#), any notice or other information provided by Purchaser to the Sellers' Representative shall be deemed to have been given to all of the Sellers.

9.8 Direct Claims.

With respect to any Direct Claim, following receipt of the applicable Claim Notice, the Indemnifying Party shall have 45 days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 45-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed-upon amount of the Claim. If the validity and amount of such Claim cannot be agreed upon during the 45-day investigation period (or any mutually agreed upon extension thereof), the matter shall be determined in accordance with Section [1.6](#).

9.9 Third Party Claims.

(a) The Indemnifying Party shall have the right to participate in the negotiation, settlement or defence of any Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnifying Party. Subject to its ongoing compliance with Section [9.10](#), the Indemnifying Party shall have the right, at its expense, to

assume control of the negotiation, settlement or defence of any Third Party Claim so long as: (i) the Third-Party Claim involves principally money damages and does not seek an injunction or other equitable relief against the Indemnified Party, (ii) the Indemnified Party has not been advised in writing by counsel that representation of both the Indemnifying Party and the Indemnified Party by the same counsel in connection with the defence of the Third Party Claim would be inappropriate due to actual or potential differing interests between them (such as the availability of different defences), (iii) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action, (iv) settlement of or an adverse judgment with respect to the Third Party Claim would reasonably be expected to have a materially adverse impact on the operations of the business or the public image and goodwill of the Indemnified Party or any of its Affiliates and (v) the Indemnifying Party conducts the defence of the Third Party Claim actively and diligently; and, if the Indemnifying Party assumes control, it shall reimburse the Indemnified Party for all of the Indemnified Party's reasonable out-of-pocket expenses prior to the time the Indemnifying Party assumed control. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the named parties to any Action include both the Indemnifying Party and the Indemnified Party and representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defences), in which case the Indemnifying Party shall be responsible for the reasonable fees and disbursements of the Indemnified Party's counsel.

(b) If the Indemnifying Party, having assumed control of a Third Party Claim in accordance with Section 9.9(a), thereafter fails to defend the Third Party Claim actively and diligently, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to the Third Party Claim (including the consenting by the Indemnified Party to the entry of any judgment or the entering into by the Indemnified Party of any settlement or compromise in connection therewith). If any of the conditions listed in Section 9.9(a) are not satisfied, the Indemnified Party shall be entitled to control the applicable Third Party Claim from its outset, and if the Indemnifying Party is entitled to control the applicable Third Party Claim in accordance with Section 9.9(a) and conducts the defence of such Third Party Claim actively and diligently but any of the other conditions listed in Section 9.9(a) becomes unsatisfied, the Indemnified Party shall be entitled to assume control of such Third Party Claim, and, in each case, the Indemnifying Party shall pay for the reasonable fees and disbursements of counsel of, and other reasonable fees and expenses of, the Indemnified Party, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim (including the consenting by the Indemnified Party to the entry of any judgment or the entering into by the Indemnified Party of any settlement or compromise in connection therewith); provided, however, that the Indemnifying Party shall not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent shall not be unreasonably withheld or delayed). The Indemnified Party and the Indemnifying Party agree to make available to each other, their respective counsel and other respective Representatives all information and documents available to them which relate to a Third Party Claim.

(c) If any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to incur Losses or make a payment to any Person not party hereto (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related Actions, the Indemnified Party may incur such Losses or make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such Losses or payment. If the amount of any liability of the Indemnified Party under such Third Party Claim, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the Third Party, pay the amount of such difference, together with any interest thereon paid by the Third Party to the Indemnified Party, to the Indemnifying Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including for purposes of enabling the Indemnifying Party to contest any Third Party Claim.

(d) The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

9.10 Compulsory Payments Prior to Settlement.

(a) In the case of a Third Party Claim concerning an amount of damages (i) required to be paid by an Indemnified Party under Applicable Law or any Order or (ii) in respect of which any amount is garnished by a Governmental Body (each such amount a "**Preliminary Compulsory Payment Amount**"), the Indemnifying Party shall, within 10 Business Days of receipt of the Third Party Claim or of notice of such garnishment, pay the Indemnified Party an amount equal to the Preliminary Compulsory Payment Amount.

(b) Upon the occurrence of a Final Compulsory Payment Indemnification Event (if any), (i) if the aggregate of all Preliminary Compulsory Payment Amounts is less than the amount so determined under the Final Determination to be the amount owing (the "**Final Compulsory Payment Amount**"), the Indemnifying Party shall, within 10 Business Days of the time that the Indemnified Party notifies the Indemnifying Party of the occurrence of the Final Compulsory Payment Indemnification Event, pay to the Indemnified Party an amount equal to the difference between the aggregate of all Preliminary Compulsory Payment Amounts and the Final Compulsory Payment Amount, and (ii) if the aggregate of all Preliminary Compulsory Payment Amounts exceeds the Final Compulsory Payment Amount, the Indemnified Party shall within 10 Business Days of the receipt of any related refund or credit, pay to the Indemnifying Party the amount of such refund or credit (including any interest paid or credited with respect thereto but net of any Taxes payable by the Indemnified Party in respect of such refund, credit or interest).

9.11 Calculation of Losses.

For purposes of calculating any Losses in connection a breach of any representation or warranty herein (and, for the avoidance of doubt, not for purposes of determining whether a representation or warranty herein has been breached), each of the representations and warranties made by any Party herein or in any agreement, certificate or other document delivered by a Party in connection herewith shall be deemed to have been made without the inclusion of qualifications as to materiality, such as the words "material", "immaterial", "in all material respects" and "Material Adverse Effect" or words or phrases of similar import.

9.12 Exclusivity.

The provisions of this [Article 9](#) shall apply to any Claim (other than a claim for specific performance or injunctive relief) for breach of any covenant, representation, warranty or other provision of this Agreement or any agreement, certificate or other document delivered pursuant hereto, so that all such Claims shall be subject to the applicable limitations and other provisions contained in this [Article 9](#). Notwithstanding anything to the contrary contained in the immediately preceding sentence, this Section [9.12](#) shall not operate to (a) interfere with or impede the operation of the provisions of Section [3.6](#) providing for the resolution of certain disputes relating to the determination of adjustment to the Share Purchase Price between the Parties or by the Arbitrator, or (b) limit, restrict or impair the Sellers' right to enforce the Guarantee against the Parent or to exercise any other legal rights or remedies the Sellers may have against the Parent.

ARTICLE 10 TERMINATION

10.1 Termination of Agreement.

This Agreement may be terminated at any time prior to the Closing Date as follows:

- (a) by mutual written consent of Purchaser and the Sellers' Representative;
- (b) by the written notice of either the Sellers' Representative to Purchaser or Purchaser to the Sellers' Representative if the Closing shall not have occurred on or prior to December 6, 2013; provided, however, that the right to terminate this Agreement under this Section [10.1\(b\)](#) shall not be available to the Party providing such notice if the failure of such Party to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date; or
- (c) by the written notice of either Purchaser or the Sellers' Representative if a final non-appealable Order permanently enjoining, restraining or otherwise prohibiting the Closing shall have been issued by a Governmental Body of competent jurisdiction.

10.2 Effect of Termination.

If this Agreement is terminated by Purchaser or the Sellers' Representative pursuant to Section [10.1](#), written notice thereof shall forthwith be given by the terminating Party to the other Party, and this Agreement shall thereupon terminate and become void and have no effect, and the transactions contemplated hereby shall be abandoned without further action by the Parties, except that the provisions of Sections [1.3](#), [1.5](#), [1.6](#), [8.1\(a\)](#) and [\(b\)](#), [Article 9](#), this Section 10.2 and Sections [11.3](#), [11.4](#), [11.5](#) and [11.7](#) shall survive the termination of this Agreement; provided, however, that (a) such termination shall not relieve any Party of any liability for any breach of this Agreement on or prior to the date of termination and (b) upon such termination, the Parties shall comply with all of the provisions of the Confidentiality Agreement applicable to them.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered

in person, transmitted by telecopy or sent by registered mail or courier, charges prepaid, addressed as follows:

(i) if to any of the Birch Hill Sellers or to the Sellers' Representative:

c/o Birch Hill Equity Partners Management Inc.
100 Wellington Street West
CP Tower, Suite 2300, P.O. Box 22
Toronto, ON M5K 1A1

Attention: General Counsel
Fax: (416) 775-3859

(ii) if to the Management Shareholders:

c/o Carmanah Design and Manufacturing Inc.
Unit #8 – 15050 – 54A Avenue
Surrey, BC V3S 5X7

Attention: James Best
Fax: (604) 299-4927

(iii) if to Purchaser:

c/o Kadant Inc.
One Technology Park Drive
Westford, MA 01886

Attention: General Counsel
Fax: (978) 635-1593

with a copy to:

Blake, Cassels & Graydon LLP
600 de Maisonneuve Blvd. West, Suite 2200
Montreal, QC H3A 3J2

Attention: Patrick M. Shea
Fax: (514) 982-4099

(b) Any such notice or other communication, if delivered: (i) by telecopy, shall be deemed to have been given on the day on which it was transmitted if transmitted on a Business Day prior to 5:00 p.m. at the place of receipt or, otherwise, on the next following Business Day; and (ii) by personal delivery, registered mail or courier service, shall be deemed to have been given on the date on which it was delivered to the address provided herein if delivered on a Business Day prior to 5:00 p.m. at the place of delivery or, otherwise, on the next following Business Day, it being understood and agreed that, in addition to the methods referred to in this paragraph (b), such notice or other communication may also be sent by electronic mail as a courtesy, but any such notice or other communication sent by electronic mail shall not, without the consent of the recipient, be deemed to have been delivered for purposes of this paragraph (b) unless and until delivered pursuant to the other methods of communication referred to on this paragraph (b).

(c) Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section [11.1](#).

11.2 Sellers' Representative.

(a) The Sellers' Representative is constituted and appointed as agent and attorney for and on behalf of the Sellers to: (i) give and receive notices and communications with respect to Claims; (ii) agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to, Claims; (iii) retain such portion of the Share Purchase Price otherwise payable to the Sellers, as determined by the Sellers' Representative in its sole discretion, to cover any possible adjustments to the Share Purchase Price and to cover all Transaction Costs, and to negotiate and settle the Closing Date Statement and the Share Purchase Price pursuant to Section [3.6](#); (iv) make all decisions and take all actions in connection with any interpretation of this Agreement; and (v) take all actions necessary or appropriate in the judgment of the Sellers' Representative for the

accomplishment of the foregoing. No bond shall be required of the Sellers' Representative, and the Sellers' Representative shall receive no compensation for its services. Notices or communications to or from the Sellers' Representative shall constitute notice to or from each Seller, as the case may be. In connection with this Agreement and any instrument, agreement or document relating hereto, and in exercising or failing to exercise all or any of the powers conferred upon the Sellers' Representative hereunder or thereunder, the Sellers' Representative shall incur no responsibility whatsoever to any Seller by reason of any error in judgment or other act or omission performed or omitted hereunder or thereunder or any other agreement, instrument or document, excepting only responsibility for any act or failure to act which represents wilful misconduct. The Sellers' Representative shall be indemnified by the Sellers against all Losses of any nature whatsoever arising out of or in connection with any Actions relating to the acts or omissions of the Sellers' Representative hereunder in its capacity as agent and attorney.

(b) The execution by the Sellers of this Agreement shall be deemed to be approval of the terms of this Section [11.2](#), including the appointment of the Sellers' Representative as agent and attorney in respect of Claims.

(c) A decision, act, consent or instruction of the Sellers' Representative acting in accordance with this Section [11.2](#) shall constitute a decision of all of the Sellers and shall be final, binding and conclusive upon each Seller. Purchaser may rely upon any such decision, act, consent or instruction of the Sellers' Representative as being the decision, act, consent or instruction of each Seller. Purchaser is relieved from any liability to any Seller for any acts done by it in accordance with such decision, act, consent or instruction of the Sellers' Representative.

(d) Each Seller shall pay its Pro Rata Share of the costs and expenses incurred by the Sellers' Representative in connection with acting in such capacity.

(e) The Sellers' Representative hereby represents and warrants to Purchaser that it has all necessary corporate or other power and authority to execute and deliver this Agreement and the Escrow Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly authorized, executed and delivered by the Seller's Representative and is a legal, valid and binding obligation of the Seller's Representative, and at the Closing the Escrow Agreement shall be duly authorized, executed and delivered by the Seller's Representative and shall be a legal, valid and binding obligation of the Seller's Representative, in each case enforceable against the Seller's Representative by Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

11.3 Consultation.

Purchaser and the Sellers' Representative shall consult with and obtain the consent (not to be unreasonably withheld) of each other before Purchaser or its Affiliates, on the one hand, or any Seller or any of his or its Affiliates, on the other hand, issues any press release or makes any other public announcement with respect to this Agreement or the transactions contemplated hereby, except as such release or announcement may be required by Law or the rules and regulations of any stock exchange upon which the securities of any Party or any of its Affiliates are listed (including the New York Stock Exchange), in which case Purchaser or the Sellers' Representative, as the case may be, shall consult with the other Party about and allow the other Party reasonable time to comment on such release or announcement in advance of such issuance, which comments shall be duly considered and, if reasonable, accepted by the Party required to make such release or announcement; provided, however, that the Sellers and Purchaser are permitted to report and disclose the status of this Agreement and the transactions contemplated hereby in the Ordinary Course of Business to their respective Affiliates and Representatives; provided further that after the Closing, the Parties and their respective Affiliates are freely permitted to make any such press releases or similar public announcements or communications about the transactions contemplated hereby without consulting with the other Parties and without the other Parties' consent so long as any such release or announcement does not disclose the Share Purchase Price (unless such disclosure of the Share Purchase Price is required by Law or the rules and regulations of any stock exchange upon which the securities of any Party or any of its Affiliates are listed (including the New York Stock exchange)).

11.4 Enurement; Assignment.

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns or heirs and personal representatives. This Agreement may not be assigned by any Party without the prior written consent of the other Parties, except that Purchaser may (a) assign any or all of its rights and interests hereunder to an Affiliate and (b) designate an Affiliate to perform its obligations hereunder, in each case, so long as Purchaser is not relieved of any liability hereunder and so long as such assignment does not affect the validity or enforceability of the Guarantee.

11.5 Fees and Expenses.

Except as otherwise expressly provided in this Agreement, all legal and other counsel's fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees, costs or expenses. Purchaser shall promptly reimburse the Sellers' Representative for 50% of the amount invoiced by KPMG LLP in connection with the interest-deductibility studies conducted by KPMG LLP on behalf of the Sellers. Without limiting the generality of

the foregoing, each of the Sellers shall pay its Pro Rata Share of all expenses, including any advisory, brokerage or agency fees, legal, accounting or auditing fees and any other costs and expenses incurred by the Sellers and the Corporation in connection with the transactions contemplated by this Agreement (the "**Transaction Costs**").

11.6 **Further Assurances.**

Each of the Parties shall, at all times after the Closing Date and upon any reasonable request of any other Party, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting party, all further acts documents and things as may be required or necessary for the purposes of giving effect to this Agreement, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Purchased Shares and to effectuate the transactions contemplated hereby.

11.7 **Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns or heirs and personal representatives and, except as provided in Article 9, nothing herein express or implied shall give or be construed to give to any Person, other than the Parties and such successors, permitted assigns, heirs and personal representatives, any legal or equitable rights hereunder.

11.8 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

BIRCH HILL EQUITY PARTNERS II (QLP) L.P., by its general partner, Birch Hill Management L.P., by its general partner, Birch Hill Equity Partners II Ltd.

by /s/Michael Mazan
Name: Michael Mazan
Title: Senior Vice President
by /s/Stephen J. Dent
Name: Stephen J. Dent
Title: Chair

BIRCH HILL EQUITY PARTNERS II (ENTREPRENEURS) L.P., by its general partner, Birch Hill Equity Partners II Ltd.

by /s/Michael Mazan
Name: Michael Mazan
Title: Senior Vice President
by /s/Stephen J. Dent
Name: Stephen J. Dent
Title: Chair

BIRCH HILL EQUITY PARTNERS II (BARBADOS) L.P., by its general partner, Birch Hill Equity Partners II Ltd.

by /s/Michael Mazan
Name: Michael Mazan
Title: Senior Vice President
by /s/Stephen J. Dent
Name: Stephen J. Dent
Title: Chair

TD CAPITAL GROUP LIMITED

by /s/Robert Linklater
Name: Robert Linklater
Title: CFO
by /s/William J. O'Connor
Name: William J. O'Connor
Title: Director

SIGNED, SEALED & DELIVERED
in the presence of:
Witness

/s/James Best
James Best

SIGNED, SEALED & DELIVERED
in the presence of:

/s/Witnessed

Witness

/s/Robert McNicol
Robert McNicol

SIGNED, SEALED & DELIVERED

in the presence of:

/s/Witnessed

Witness

/s/Ritchie McDonald

Ritchie McDonald

SIGNED, SEALED & DELIVERED

in the presence of:

/s/Witnessed

Witness

/s/David Evans

David Evans

SIGNED, SEALED & DELIVERED

in the presence of:

/s/Witnessed

Witness

/s/Patrick Hinds

Patrick Hinds

SIGNED, SEALED & DELIVERED

in the presence of:

/s/Witnessed

Witness

/s/Michael Colwell

Michael Colwell

SIGNED, SEALED & DELIVERED

in the presence of:

/s/Witnessed

Witness

/s/Stephen Lee

Stephen Lee

BIRCH HILL EQUITY PARTNERS II LTD.

by /s/Michael Mazan

Name: Michael Mazan

Title: Senior Vice President

by /s/Stephen J. Dent

Name: Stephen J. Dent

Title: Chair

KADANT CANADA CORP.

by /s/Jonathan W. Painter

Name: Jonathan W. Painter

Title: Director

FIRST AMENDMENT TO CREDIT AGREEMENT AND LIMITED CONSENT

This FIRST AMENDMENT TO CREDIT AGREEMENT AND LIMITED CONSENT (this "First Amendment"), dated as of November 1, 2013 and, made by and among KADANT INC., a Delaware corporation (the "Borrower"), the Foreign Subsidiary Borrowers parties hereto, the several banks and other financial institutions or entities parties hereto (the "Lenders"), RBS CITIZENS, N.A., as administrative agent (the "Administrative Agent") and RBS CITIZENS, N.A., as multicurrency administrative agent (the "Multicurrency Administrative Agent"; together with the Administrative Agent, the "Agents").

Background

The Borrower, the Foreign Subsidiary Borrowers, the Agents and the Lenders, RBS Citizens, N.A., as Joint Lead Arranger and Joint Bookrunner, Wells Fargo Securities, LLC, as Joint Lead Arranger and Joint Bookrunner and Wells Fargo Bank, N.A., as Syndication Agent, entered into a Credit Agreement dated as of August 3, 2012 (the "Original Credit Agreement").

The Borrower has informed the Agents and the Lenders that it intends to acquire all of the Capital Stock of Carmanah Design and Manufacturing Inc. (the "Canadian Acquisition Target") through its wholly-owned subsidiary Kadant Canada Corp. ("Kadant Canada") and such transaction, the "Canadian Acquisition") which Canadian Acquisition shall be funded, in part, with Loans to be advanced under the Credit Agreement (such extension of credit by the Lenders, the "Canadian Acquisition Advance").

The Borrower has requested that the Agents and the Lenders (a) consent to certain amendments to the Original Credit Agreement including (x) the joinder of Kadant Canada as a Foreign Subsidiary Borrower and Canadian Dollars as a Foreign Currency under the Original Credit Agreement, (y) the extension of the maturity date, and (z) the deletion of the Capital Expenditures financial covenant, and (b) agree that the conditions to each extension of credit to a Foreign Subsidiary Borrower set forth in Sections 5.2 and 5.4 of the Credit Agreement shall be limited as set forth herein with respect to the Canadian Acquisition Advance.

Capitalized terms not defined herein shall have the meanings given such terms in the Original Credit Agreement. The Original Credit Agreement, as amended by this First Amendment and as further amended, modified or supplemented from time to time, the "Credit Agreement". This First Amendment constitutes a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Borrower, the Foreign Subsidiary Borrowers, the Agents and the Lenders hereby agree as follows:

1. Limited Consent. Subject to the terms and conditions herein contained and in reliance upon the representations and warranties of the Borrower herein contained, effective upon satisfaction of the conditions precedent contained in Section 4 below, the Agents and the Lenders hereby agree that the conditions to each extension of credit to a Foreign Subsidiary Borrower set forth in Sections 5.2 and 5.4 of the Credit Agreement shall be limited as set forth below with respect to the Canadian Acquisition Advance to the extent that the Canadian Acquisition is consummated in connection therewith and the Revolving Commitments have not otherwise terminated prior to the date of the Canadian Acquisition in accordance with the terms of the Credit Agreement (other than a termination resulting from a Disregarded Default) (the conditions to the Canadian Acquisition Advance being referred to herein as the "Limited Funding Conditions"):

(A) The representations and warranties referenced in Section 5.2(a) of the Credit Agreement shall be limited to (x) those representations and warranties set forth in Sections 4.3(a), 4.3(e), 4.4, 4.5, 4.11, 4.14, 4.19 and 4.21 of the Credit Agreement as those representations and warranties relate to the Borrower and Kadant Canada, and (y) (limited to the best of Kadant Canada's knowledge) those representations and warranties made by or with respect to the Canadian Acquisition Target in the acquisition agreement entered into in connection with the Canadian Acquisition as are material to the interests of the Lenders, but only to the extent Kadant Canada is entitled to terminate such acquisition agreement on the basis of such representations and warranties.

(B) The Defaults and Events of Default referred to in Section 5.2(b) of the Credit Agreement shall be limited to those Events of Default set forth in Sections 8(a), 8(c) as it relates to a violation of Section 7.1 of the Credit Agreement, 8(f), 8(i) and 8(j) of the Credit Agreement. Any Default or Event of Default not referenced in the previous sentence is referred to herein as a "Disregarded Default."

The parties hereto acknowledge and agree to the following in connection with the consent granted pursuant to this Section 1:

(i) The Limited Funding Conditions apply solely to the Canadian Acquisition Funding to the extent consummated on or before December 31, 2013 and not to any other funding under the Credit Agreement.

(ii) The Canadian Acquisition Funding shall also be subject to the following conditions: (x) the Canadian Acquisition shall constitute a "Permitted Acquisition" under (and as defined in) the Credit Agreement except that the occurrence of a Disregarded Default shall be disregarded for the purposes of determining compliance with clause (c) of the definition of "Permitted Acquisition," and (y) on the date of the Canadian Acquisition Funding, the Borrower shall (I) certify that no Default or Event of Default (based on the Borrower's knowledge with respect to the Canadian Acquisition Target) has occurred or is continuing both before and after giving effect to the Canadian Acquisition Funding and the Canadian Acquisition, or (II) certify that no Default or Event of Default other than a Disregarded Default has occurred or is continuing both before and after giving effect to the Canadian Acquisition Funding and the Canadian Acquisition and provide a list of all Disregarded Defaults (based on the Borrower's knowledge with respect to the Canadian Acquisition Target) that have occurred and are continuing as of such date.

(iii) The Lenders' agreement to fund the Canadian Acquisition Advance subject to the Limited Funding Conditions is not intended (and should not be construed) as a waiver of any Disregarded Default existing at the time of such Canadian Acquisition Advance or of any of the Agents' or the Lenders' rights and remedies with respect thereto, all of which are hereby reserved and preserved in their entirety by the Agents and the Lenders.

The foregoing limited consent and limited waiver is limited to the Canadian Acquisition as set forth herein and is not a commitment or agreement to grant any consent or waiver in the future.

2. Amendments to the Original Credit Agreement. Subject to the terms and conditions herein contained and in reliance on the representations and warranties of the Borrower herein contained, effective upon satisfaction of the conditions precedent contained in Section 4 below, the following amendments are incorporated into the Original Credit Agreement:

(A) Section 1.1 of the Original Credit Agreement is hereby amended to delete the text in the definition of "Eurocurrency Base Rate" and to insert the following in lieu thereof:

"Eurocurrency Base Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, the rate per annum determined on the basis of the rate for deposits in Dollars or the relevant Foreign Currency, as the case may be, for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on a Reuters Screen LIBOR01 Page (or other relevant page) as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period (or in the case of a Eurocurrency Loan in Pounds Sterling, on the first day of such Interest Period) ; provided, that (a) in the event that such rate does not appear on the Reuters Screen LIBOR01 Page (or otherwise on such screen), the "Eurocurrency Base Rate" shall be determined by reference to such other comparable publicly available service for displaying eurocurrency rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered Dollars or the relevant Foreign Currency, as the case may be, deposits at or about 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period (or in the case of a Eurocurrency Loan in Pounds Sterling, on the first day of such Interest Period) in the interbank eurocurrency market where its eurocurrency, foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein; (b) in the case of any Eurocurrency Loan denominated in Pounds Sterling and Euros, such rate shall be increased to provide for the Mandatory Costs as determined by the Administrative Agent in accordance with its normal practices; and (c) in the case of any Eurocurrency Loan denominated in Canadian Dollars, the "Eurocurrency Base Rate" shall be determined by reference to the CDOR Rate.

(B) Section 1.1 of the Original Credit Agreement is hereby amended to delete the text in the definition of "Foreign Currency" and to insert the following in lieu thereof:

"Foreign Currency": Pounds Sterling, Euros, Canadian Dollars and such other currency as consented to by the Multicurrency Administrative Agent, so long as such Currency is freely traded and convertible into Dollars in the London interbank market and a Dollar Equivalent thereof can be calculated.

(C) Section 1.1 of the Original Credit Agreement is hereby amended to delete the text in the definition of "Foreign Subsidiary Borrowers" and to insert the following in lieu thereof:

"Foreign Subsidiary Borrowers": each Foreign Subsidiary of the Borrower that becomes a party hereto as of the date hereof or hereafter; provided that, without the prior written consent of the Administrative Agent and each of the Lenders, the only Foreign Subsidiaries of the Borrower permitted to become parties hereto shall be Kadant U.K. Limited, Kadant Lamort S.A.S. Kadant Johnson Europe B.V and Kadant Canada Corp.

(D) Section 1.1 of the Original Credit Agreement is hereby amended to delete the "." at the end of the definition of "Lenders" and to insert the following in lieu thereof: "and the Canadian Lending Branch of any Lender (subject to the definition of Canadian Lending Branch)."

(E) Section 1.1 of the Original Credit Agreement is hereby amended to delete the text in the definition of "Revolving Termination Date" and to insert the following in lieu thereof:

"Revolving Termination Date": November 1, 2018, unless sooner terminated in accordance with the terms hereof.

(F) Section 1.1 of the Original Credit Agreement is hereby amended to add the following new definitions in the applicable alphabetical order.

"Canadian Dollars": means the lawful currency of Canada.

"Canadian Lending Branch" means, with respect to any Lender, any office, branch, subsidiary or Affiliate of such Lender that is designated in writing by such Lender to the Administrative Agent and the Multicurrency Administrative Agent as being responsible for funding or maintaining the portion of the Revolving Commitment, Loans or other extensions of credit of such Lender hereunder to a Foreign Subsidiary Borrower domiciled in Canada which Canadian Lending Branch shall deliver a joinder to this Agreement in form and substance acceptable to the Agents and the Borrower; provided, that if any portion of a Revolving Commitment, Loan or other extension of credit hereunder is being provided by a Canadian Lending Branch of any Lender, then, except as specifically set forth in this Agreement, (i) such Lender and its Canadian Lending Branch shall constitute a single "Lender" and "Multicurrency Lender" under this Agreement and the other Loan Documents, (ii) the commitments of such Lender and its Canadian Lending Branch shall constitute a single "Revolving Commitment" and "Multicurrency Revolving Subcommitment" under this Agreement and the other Loan Documents and (iii) any consent given by such Lender with respect to any amendment, waiver or other modification of any term of this Agreement or any other Loan Document shall be deemed given on behalf of itself and the Canadian Lending Branch.

"CDOR Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan denominated in Canadian Dollars, is a rate per annum equal to the average of the annual yield rates applicable to Canadian Dollar banker's acceptances at or about 10:00 a.m. (Toronto, Ontario time) two Business Days prior to the beginning of such Interest Period as reported on the "CDOR page" (or any display substituted therefor) of Reuters Monitor Money Rates Service (or such other page or commercially available source displaying Canadian interbank bid rates for Canadian Dollar bankers' acceptances as may be designed by the Multicurrency Administrative Agent from time to time) for a term equivalent to such Interest Period (or if such Interest Period is not equal to a number of months, for a term equivalent to the number of months closest to such Interest Period).

(G) Section 2.12 (Computation of Interest and Fees) of the Original Credit Agreement is hereby amended by inserting the following clause (c) at the end thereof:

"(c) For purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or fee to be paid by a Foreign Subsidiary Borrower domiciled in Canada hereunder or under any other Loan Document is to be calculated on the basis of a 360-day year or any other period of time less than a calendar year, the yearly rate of interest or fees to which the rate used in such calculation is equivalent, is the rate so used (x) multiplied by the actual number of days in the applicable calendar year and (y) divided by 360 or such other period of time."

(H) Section 2.16(a), (Taxes) of the Original Credit Agreement is hereby amended to delete the last sentence thereof and to insert the following in lieu thereof:

"If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement; provided that neither the Borrower nor any Foreign Subsidiary Borrower shall be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's failure to comply with the requirements of paragraph (d), (e) or (g) of this Section, (ii) that are United States, French, Netherlands, United Kingdom, or Canadian federal or provincial withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, except to the extent that such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Borrower or any Foreign Subsidiary Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph or (iii) United States federal withholding taxes imposed under FATCA."

(I) Section 7.1(c) (Financial Condition Covenants, Capital Expenditures) of the Original Credit Agreement is hereby deleted.

(J) Section 7.4 (Fundamental Changes) of the Original Credit Agreement is hereby amended by (x) deleting the "and" set forth at the end of clause (d) thereof, (y) deleting the "." set forth at the end of clause (e) thereof and replacing it with "; and" and (z) inserting the following clause (f) at the end thereof:

"(f) any Subsidiary of the Borrower that is organized under the laws of Canada may amalgamate with another Subsidiary of the Borrower that is organized under the laws of Canada; provided, that if one of the Subsidiaries participating in the applicable amalgamation is a Foreign Subsidiary Borrower, the entity formed as a result of such amalgamation ("Amalco") shall continue to be a Foreign Subsidiary Borrower and shall provide the Agents with such documentation, including legal opinions, as the Agents shall reasonably require to confirm that this Agreement and the other Loan Documents are enforceable against Amalco."

(K) Schedule 1.1 (Commitments) of the Credit Agreement is hereby amended to delete the text thereof in its entirety and to insert the text of the Schedule 1.1 attached as Annex A hereof in place thereof.

3. Amendment Fee. The Borrower will pay to the Administrative Agent, for the benefit of any Lender who executes this First Amendment, an amendment fee (the "Amendment Fee") equal to five (5) basis points on the amount of such Lender's commitment. Such Amendment Fee will be fully earned upon the execution by such Lender of this First Amendment and shall be nonrefundable for any reason.

4. Conditions Precedent.

The provisions of this First Amendment shall be effective as of the date on which all of the following conditions shall be satisfied:

- (a) the Borrower and each Foreign Subsidiary Borrower shall have delivered to the Agents a fully executed counterpart of this First Amendment;
- (b) Kadant Canada shall have delivered to the Agents a joinder agreement in form and substance satisfactory to the Agents along with (i) such certificates or resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of Kadant Canada as the Agents may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this First Amendment, the Credit Agreement and the other Loan Documents to which Kadant Canada is a party or is to be a party, (ii) such documents and certifications as the Agents may reasonably require to evidence that Kadant Canada is duly organized or formed, and that Kadant Canada is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, in each case to the extent applicable, except where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and including certified copies of the Organization Documents of Kadant Canada, and (iii) a favorable legal opinion of counsel to Kadant Canada as to organization, good standing, authorization and execution, in form and substance reasonably acceptable to the Agents.
- (c) the Borrower shall have paid to the Agents all reasonable fees, costs and expenses owing to the Agents and their counsel on or before the date hereof including the Amendment Fee; and
- (d) the Lenders shall have indicated their consent and agreement by executing this First Amendment.

5. Miscellaneous.

(a) Ratification. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Original Credit Agreement and except as expressly modified and superseded by this First Amendment, the terms and provisions of the Original Credit Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. The Borrower, the Foreign Subsidiary Borrowers, the Agents and the Lenders agree that the Original Credit Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms. For all matters arising prior to the effective date of this First Amendment, the Original Credit Agreement (as unmodified by this First Amendment) shall control.

(b) Representations and Warranties. The Borrower hereby represents and warrants to the Agents that the representations and warranties set forth in the Loan Documents, after giving effect to this First Amendment, are true and correct in all material respects (or all respects to the extent already qualified by materiality or the occurrence of a Material Adverse Effect) on and as

of the date hereof, with the same effect as though made on and as of such date except with respect to any representations and warranties limited by their terms to a specific date. The Borrower further represents and warrants to the Agents and the Lenders that the execution and delivery of this First Amendment (i) are within the Borrower's and each Foreign Subsidiary Borrower's organizational power and authority; (ii) have been duly authorized by all necessary organizational action of the Borrower and each Foreign Subsidiary Borrower; (iii) is not in contravention of any provision of the Borrower's or any Foreign Subsidiary Borrower's organizational documents; (iv) do not violate any law or regulation, or any order or decree of any Governmental Authority; (v) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any material indenture, mortgage, deed of trust, lease, agreement or other material instrument to which either the Borrower or any Foreign Subsidiary Borrower is a party or by which Borrower, any Foreign Subsidiary Borrower or any of their property is bound. All representations and warranties made in this First Amendment shall survive the execution and delivery of this First Amendment.

(c) Expenses of the Agent. As provided in the Credit Agreement, the Borrower agrees to pay all reasonable costs and expenses incurred by the Agents in connection with the preparation, negotiation, and execution of this First Amendment, including without limitation, the reasonable costs and fees of the Agents' legal counsel.

(d) Severability. Any provision of this First Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this First Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

(e) Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York.

(f) Successors and Assigns. This First Amendment is binding upon and shall inure to the benefit of the Agents, the Lenders and the Borrower, the Foreign Subsidiary Borrowers and their respective successors and assigns.

(g) Counterparts. This First Amendment may be executed in one or more counterparts and on facsimile counterparts or other electronic transmission, as permitted under the Original Credit Agreement, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

(h) Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this First Amendment.

(i) ENTIRE AGREEMENT. THIS FIRST AMENDMENT EMBODIES THE ENTIRE AGREEMENT AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER THEREOF, AND SUPERSEDES ANY AND ALL PRIOR REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF.

(j) Acknowledgement and Reaffirmation. Each of the Borrower, as a guarantor, and Kadant Black Clawson, Inc., Kadant Johnson China – WX Holding Inc., Kadant International Holdings Inc. and Kadant Johnson Inc. (collectively, the "Subsidiary Guarantors") and together with the Borrower, the "Guarantors"), hereby acknowledges the consents granted, and amendments effected, pursuant to this First Amendment and reaffirms its guaranty of the Borrower Obligations and the Foreign Subsidiary Borrower Obligations (each as defined in the Guarantee) pursuant to that certain Guarantee Agreement, dated as of August 3, 2012 (as amended, supplemented or otherwise modified from time to time, the "Guarantee"), among the Guarantors and the Administrative Agent.

(k) French Effective Global Rate (Taux Effectif Global). To comply with the provisions of Articles L.313-4 and R.313-1 of the French Monetary and Financial Code, as amended, and Articles L.313-1, L.313-2 and R.313-1 to R.313-6 of the French Consumer Code, as amended, each French Party Borrower and the French Party Lenders declare and agree that the effective global interest rate for each of the French Party Revolving Loans extended to such French Party Borrower cannot be calculated, as of the date of this Joinder Agreement relating to such French Party Borrower, for the total duration of the Credit Agreement primarily because of the floating rate of interest applicable thereto and the French Party Borrowers' option to select the duration of interest periods. However, a letter which sets forth a sample calculation of interest on such French Party Revolving Loans shall be provided to each French Party Borrower by the French Party Lender prior to the making of the initial French Party Revolving Loan to such French Party Borrower.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

KADANT INC., as the Borrower

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

KADANT U.K. LIMITED, as a Foreign Subsidiary Borrower

By: /s/Ronald A. Chambers
Name: Ronald A. Chambers
Title: Chairman

KADANT LAMORT SAS, as a Foreign Subsidiary Borrower

By: /s/Alain Serres
Name: Alain Serres
Title: President

KADANT JOHNSON EUROPE B.V., as a Foreign Subsidiary Borrower

By: /s/Fredrik H. Westerhout
Name: Fredrik H. Westerhout
Title: Managing Director

KADANT CANADA CORP., as a Foreign Subsidiary Borrower

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

RBS CITIZENS, N.A., as Administrative Agent

By: /s/William E. Lingard
Name: William E. Lingard
Title: Senior Vice President

RBS CITIZENS, N.A., as Multicurrency Administrative Agent

By: /s/William E. Lingard
Name: William E. Lingard
Title: Senior Vice President

RBS CITIZENS, N.A., as a Lender

By: /s/William E. Lingard
Name: William E. Lingard
Title: Senior Vice President

WELLS FARGO BANK, N.A., as a Lender

By: /s/Paul B. Forester
Name: Paul B. Forester
Title: Senior Vice President

U.S. BANK, N.A., as a Lender

By: /s/Kenneth R. Fieler _____
Name: Kenneth R. Fieler
Title: Vice President

[Signature Page-First Amendment to Credit Agreement and Limited Consent]
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U.S. BANK NATIONAL ASSOCIATION (CANADA BRANCH), as a Lender

By: /s/Joseph Rauhala
Name: Joseph Rauhala
Title: Principal Officer

HSBC France, as a French Party Lender

By: /s/Philippe Abonneau
Name: Philippe Abonneau
Title: Head of Transaction
Management Unit

[Signature Page-First Amendment to Credit Agreement and Limited Consent]
(S-7)

HSBC Bank USA, National Association, as a Lender

By: /s/KerryAnne O'Callaghan
Name: KerryAnne O'Callaghan
Title: Senior Assistant Vice President

[Signature Page-First Amendment to Credit Agreement and Limited Consent]

SOVEREIGN BANK, N.A., as a Lender

By: /s/Karen Ng
Name: Karen Ng
Title: Senior Vice President

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTION 5(j) :

KADANT INC., as a Guarantor

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

KADANT BLACK CLAWSON INC., as a Subsidiary Guarantor

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

KADANT JOHNSON CHINA – WX HOLDING INC., as a Subsidiary Guarantor

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

KADANT INTERNATIONAL HOLDINGS INC., as a Subsidiary Guarantor

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

KADANT JOHNSON INC., as a Subsidiary Guarantor

By: /s/Daniel J. Walsh
Name: Daniel J. Walsh
Title: Treasurer

Schedule 1.1 to the Credit Agreement

Commitments

Lender	Total Revolving Commitment	French Party Commitment
RBS Citizens, N.A.	\$ 25,000,000	
Wells Fargo Bank, N.A.	\$ 25,000,000	
HSBC Bank USA, National Association	\$ 20,000,000	
HSBC France		\$ 5,000,000
U.S. Bank, N.A. and U.S. Bank, N.A. (Canada Branch)	\$ 15,000,000	
Sovereign Bank, N.A.	\$ 10,000,000	
Total Allocation	\$ 95,000,000	\$ 5,000,000

Kadant Inc.
Subsidiaries of the Registrant

At March 1, 2014, the Registrant owned the following companies:

Name	State or Jurisdiction of Incorporation	Percent of Ownership
ArcLine Products LLC	New York	100
Kadant Black Clawson Inc.	Delaware	100
Kadant Japan KK	Japan	100
Kadant Fibergen Inc.	Delaware	100
Kadant GranTek Inc.	Delaware	100
Kadant Composites LLC	Delaware	100
Kadant International Holdings Inc.	Delaware	100
Kadant Asia Holdings Inc.	Mauritius	100
Kadant Fiberline (China) Co., Ltd.	China	100
Kadant Pulp & Paper Equipment (Yanzhou) Co. Ltd.	China	100
Kadant International Luxembourg SCS (62.3% owned directly by Kadant International Holdings Inc.; and 37.7% owned by Kadant Johnson Inc.)	Luxembourg	100
Kadant Luxembourg SarL	Luxembourg	100
Kadant (Cyprus) Limited	Cyprus	100
Kadant Johnson Europe B.V.	Netherlands	100
Kadant Canada Corp.	Nova Scotia, Canada	100
Carmanah Design and Manufacturing Inc.	Canada	100
Kadant Cyprus (Canada) Limited	Cyprus	100
Kadant U.K. Holdings Limited	England	100
Fibertek U.K. Limited	England	100
Kadant U.K. Limited	England	100
D.S.T. Pattern Engineering Company Limited	England	100
Vickers Limited	England	100
Winterburn Limited	England	100
Radiance SAS	France	100
Kadant Mexico LLC	Delaware	100
Kadant Mexico, S.A. de C.V.	Mexico	100
Kadant Fiberline Commercial (Beijing) Co., Ltd.	China	100
Kadant Johnson Deutschland GmbH	Germany	100
Kadant Johnson France B.V.	Netherlands	100
Kadant Johnson Scandinavia AB	Sweden	100
Kadant Johnson Systems International Ltd.	England	100
Kadant Johnson Systems International S.r.l.	Italy	100
Prats Holding SAS	France	100
Techmo Systems SAS (20% owned by Kadant Johnson Systems International S.r.l.)	France	100
Kadant Noss AB	Sweden	100
Johnson Corporation (JoCo) Limited	England	100
Johnson-Fluiten S.r.l.	Italy	50

Name	State or Jurisdiction of Incorporation	Percent of Ownership
Kadant Lamort SAS	France	100
Kadant BC Lamort UK Ltd.	England	100
Kadant Cyclotech AB	Sweden	100
Kadant Lamort AB	Sweden	100
Kadant Lamort S.A.	Spain	100
Kadant Lamort S.r.l.	Italy	100
Kadant M-Clean Holdings AB	Sweden	100
Kadant M-Clean AB	Sweden	100
M-Clean Papertech Investments	Malta	100
M-Clean Papertech Patent Ltd.	Malta	100
Kadant Johnson Inc.	Michigan	100
Kadant Australia Pty. Ltd.	Australia	100
Kadant Johnson Australia Pty. Limited	Australia	100
Kadant Johnson Corporation Asia Pacific Pty. Ltd.	Australia	100
Kadant Johnson Argentina S.r.l.	Argentina	100
Kadant Johnson China-TZ Holding Inc.	Michigan	100
Tengzhou Feixuan Rotary Joint Manufacturing Co., Ltd.	China	100
Kadant Johnson China-WX Holding Inc.	Michigan	100
Kadant Johnson (Wuxi) Technology Co., Ltd.	China	100
Kadant Johnson Latin America Holding Inc.	Michigan	100
Kadant South America Ltda.	Brazil	100
Kadant Johnson Holdings Inc.	Michigan	100
The Johnson Corporation Mexico S.A. de C.V.	Mexico	100
Fiberprep Inc. (31.05% of which shares are owned directly by Kadant Lamort SAS)	Delaware	100

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements (Forms S-8 Nos. 033-67190, 333-48498, 333-102223, 333-142247 and 333-176371) of Kadant Inc. of our reports dated March 12, 2014, with respect to the consolidated financial statements and schedule of Kadant Inc. and the effectiveness of internal control over financial reporting of Kadant Inc., included in the Annual Report (Form 10-K) for the year ended December 28, 2013.

/s/ KPMG LLP

Boston, Massachusetts
March 12, 2014

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements (Forms S-8 Nos. 033-67190, 333-48498, 333-102223, 333-142247 and 333-176371) of Kadant Inc. of our report dated March 12, 2014, with respect to the consolidated financial statements and schedule of Kadant Inc. for the fiscal year ended December 31, 2011, included in this Annual Report (Form 10-K) as of December 28, 2013.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 12, 2014

CERTIFICATION

I, Jonathan W. Painter, certify that:

1. I have reviewed this Annual Report on Form 10-K for the period ended December 28, 2013 of Kadant Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 12, 2014

/s/ Jonathan W. Painter

Jonathan W. Painter
Chief Executive Officer

CERTIFICATION

I, Thomas M. O'Brien, certify that:

1. I have reviewed this Annual Report on Form 10-K for the period ended December 28, 2013 of Kadant Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 12, 2014

/s/ Thomas M. O'Brien

Thomas M. O'Brien
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, the undersigned, Jonathan W. Painter, Chief Executive Officer, and Thomas M. O'Brien, Chief Financial Officer, of Kadant Inc., a Delaware corporation (the "Company"), do hereby certify, to our best knowledge and belief, that:

The Annual Report on Form 10-K for the period ended December 28, 2013 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in this Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 12, 2014

/s/ Jonathan W. Painter

Jonathan W. Painter
Chief Executive Officer

/s/ Thomas M. O'Brien

Thomas M. O'Brien
Chief Financial Officer

This certification accompanies this Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

