

*This document is important and requires your immediate attention. If you are in any doubt as to how to deal with it, you should consult your investment dealer, stock broker, bank manager, lawyer or other professional advisor. None of the U.S. Securities and Exchange Commission (the "SEC"), any Canadian territorial or provincial securities commission or regulatory authority or any state or foreign securities commission or authority has passed upon the merits or fairness of the Tender Offer (as defined below), or passed upon the accuracy or adequacy of the disclosure in this Offer to Purchase (as defined below). Any representation to the contrary is unlawful and may be a criminal offense.*



**Offer to Purchase for Cash Any and All of Its Outstanding 5.750%  
Senior Notes due 2023  
(144A CUSIP/ISIN Nos. 146900AQ8 / US146900AQ85)  
(Regulation S CUSIP/ISIN Nos.: C2174EAH5 / USC2174EAH56)**

**The Tender Offer, on the terms and subject to the conditions set forth in this Offer to Purchase, will expire at 5:00 p.m., New York City time, on August 14, 2020, unless extended by us in our sole discretion (such time and date, as the same may be extended, the "Expiration Time"). In order to receive the Tender Offer Consideration for your Notes that is shown in the table below, you must tender your Notes, or deliver a properly completed and duly executed Notice of Guaranteed Delivery, at or prior to the Expiration Time. The Tender Offer is subject to certain conditions, including the Financing Condition described under "Conditions to Consummation of the Tender Offer."**

Cascades Inc., a corporation organized under the laws of the Province of Québec, Canada ("Cascades," "we," "our," "us" or the "Company") hereby offers to holders (each a "Holder" and collectively the "Holders") of our outstanding 5.750% Senior Notes due 2023 (the "Notes") to purchase for cash, using funds provided by the Financing Transaction (as defined below), any and all Notes on the terms and subject to the conditions set forth in this Offer to Purchase (as amended or supplemented from time to time, this "Offer to Purchase"), including the Financing Condition (as defined herein). We refer to this offer to purchase the Notes as the "Tender Offer."

The following table summarizes the material pricing terms for the Tender Offer Consideration (as defined below) for each US\$1,000 principal amount of Notes.

<b>CUSIP / ISIN Nos.</b>	<b>Aggregate Outstanding Principal Amount</b>	<b>Title of Security</b>	<b>Expiration Time</b>	<b>Per US\$1,000 Principal Amount Tender Offer Consideration</b>
144A: 146900AQ8 / US146900AQ85 Regulation S: C2174EAH5 / USC2174EAH56	US\$200,000,000	5.750% Senior Notes due 2023	5:00 p.m., New York City time, on August 14, 2020	US\$1,018.00

The consideration for the Notes tendered pursuant to this Offer to Purchase (the "Tender Offer Consideration") is US\$1,018.00 per US\$1,000 principal amount of the Notes. Holders who tender (and do not validly withdraw) their Notes prior to the Expiration Time will be entitled to receive the Tender Offer Consideration on the Settlement Date or Guaranteed Delivery Settlement Date (each as defined below), as applicable. In addition to the Tender Offer Consideration, Holders will receive accrued and unpaid interest from July 15, 2020, the last interest payment date on their Notes, up to, but not including, the Settlement Date ("Accrued Interest") for all of their Notes that we accept for purchase in the Tender Offer.

The "Settlement Date" for the Tender Offer will be a business day we choose promptly following the Expiration Time and the satisfaction or waiver of the conditions to consummation of the Tender Offer, and is expected to be August 17, 2020. The settlement date in respect of Notes with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time (to the extent that such Notes are not delivered prior to the Expiration Time) that are accepted by the Company for purchase in the Tender Offer is expected to be August 19, 2020 the third business day following the scheduled Expiration Time (the "Guaranteed Delivery Settlement Date").

*The Dealer Manager for the Tender Offer is:*

**Wells Fargo Securities**

**August 10, 2020**

The purpose of the Tender Offer is to acquire all outstanding Notes. The Tender Offer is being made in connection with, and is conditioned upon, among other things, satisfaction or waiver of the Financing Condition.

Notes tendered prior to the Expiration Time may be validly withdrawn and revoked at any time prior to the Expiration Time, but not thereafter (except in certain limited circumstances where additional withdrawal rights are required by law).

Holders who validly tender their Notes to the Tender Agent and Information Agent identified on the back cover page of this Offer to Purchase prior to the Expiration Time, and do not validly withdraw their Notes prior to the Expiration Time, will receive the Tender Offer Consideration, subject to our acceptance of their Notes for purchase. If the Tender Offer is terminated or otherwise not completed, the Tender Offer Consideration will not be paid or become payable to Holders of the Notes who have validly tendered their Notes in connection with the Tender Offer, and all tendered Notes will be returned promptly.

Notwithstanding any other provision of the Tender Offer, the Company's obligation to accept for purchase, and to pay for, Notes validly tendered or with respect to which a properly completed and duly executed Notice of Guaranteed Delivery has been submitted (and not validly withdrawn) pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction of or, where applicable, its waiver of the conditions set forth under "Conditions to Consummation of the Tender Offer," including the Financing Condition.

Subject to applicable law, the Tender Offer may be amended, extended or terminated with respect to the Notes. The Tender Offer is subject to the satisfaction or waiver of certain conditions to the Tender Offer set forth herein. We expressly reserve the right, at any time or at various times, to waive any of the conditions of the Tender Offer, in whole or in part, subject to applicable law.

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offer. See "Available Information."

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THE TENDER OFFER IS NOT BEING MADE TO, NOR WILL NOTES BE ACCEPTED FOR PURCHASE FROM OR ON BEHALF OF, HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE TENDER OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

**This Offer to Purchase contains important information that Holders are urged to read before any decision is made with respect to the Tender Offer.**

## NOTICE TO HOLDERS

All of the outstanding Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”). Consequently, if you desire to tender your Notes in the Tender Offer, you must use one of two alternative procedures described below:

- at or prior to the Expiration Time, tender through DTC’s Automated Tender Offer Program (“ATOP”), for which the Tender Offer will be eligible, and follow the procedures for book-entry transfer described under “Procedures for Tendering Notes.” By using the ATOP procedures to tender Notes, you will not be required to deliver a letter of transmittal to the Tender Agent and Information Agent; or
- if time will not permit you to complete your tender by using the procedures described above before the Expiration Time, comply with the guaranteed delivery procedures described under “Procedures for Tendering Notes—Guaranteed Delivery Procedures”.

You should rely only upon the information contained in this document. None of the Company, Wells Fargo Securities, LLC (the “*Dealer Manager*”) or D.F. King & Co., Inc. (the “*Tender Agent and Information Agent*”) has authorized any other person to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. Neither we nor the Dealer Manager is making an offer to purchase these securities in any jurisdiction where the offer or purchase is not permitted. You should assume the information appearing in this Offer to Purchase is accurate only as of the date on the front cover page. Our business, financial condition, results of operations and prospects may have changed since that date.

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offer.

This Offer to Purchase is based on information provided by us and other sources we believe to be reliable. Neither the Tender Agent and Information Agent nor the Dealer Manager makes any representation or warranty that this information is accurate or complete, and none of them is responsible for this information. The Trustee is not responsible for and makes no representation as to the validity, accuracy or adequacy of this Offer to Purchase or any of its contents, and is not responsible for any statement of any person in this Offer to Purchase or in any document issued or used in connection with it. We have summarized portions of the Indenture (as defined below) and other information in a manner we believe to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this document. In making a decision whether or not to participate in the Tender Offer, you must rely on your own examination of our business and the terms of the Tender Offer as well as the Notes, including the merits and risks involved.

The CUSIP and ISIN numbers referenced in this Offer to Purchase have been assigned by Standard & Poor’s Corporation and are included solely for the convenience of the Holders. None of the Company, the Dealer Manager, the Tender Agent and Information Agent or the Trustee is responsible for the selection or use of the referenced CUSIP and ISIN numbers, and no representation is made as to the correctness of any CUSIP or ISIN number on the Notes or as indicated in this Offer to Purchase or any other document.

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. Requests for additional copies of documentation related to the Tender Offer (including this Offer to Purchase and the Notice of Guaranteed Delivery), requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Tender Agent and Information Agent. Their respective contact information appears on the back cover page of this Offer to Purchase. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

We reserve the right to terminate or extend the Tender Offer if any condition of the Tender Offer is not satisfied or waived by us and otherwise to amend the Tender Offer in any respect. If we amend a condition to the Tender Offer, we will give notice of the amendment as may be required by applicable law.

This document has not been filed with or reviewed by the SEC, any Canadian territorial or provincial securities commission or any state securities commission or any other regulatory authority, nor has the SEC or any such other commission or authority passed upon the accuracy or adequacy of this document. Any representation to the contrary is a criminal offense.

This Offer to Purchase does not constitute an offer to purchase in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer under applicable securities or “blue sky” laws. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof, or that there has been no change in the information set forth herein or in our or any of our subsidiaries or affiliates since the date hereof.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Subsidiary Guarantors, the Dealer Manager or the Tender Agent and Information Agent.

**This Offer to Purchase contains or incorporate by reference important information that should be read before any decision is made with respect to the Offer. See “Incorporation of Documents by Reference.”**

**We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. We intend to issue a notice of redemption for the Notes that are not accepted for purchase in the Tender Offer. We expect the redemption date for all such Notes to be on or about September 16, 2020 at a redemption price equal to 101.438% of their principal amount, which is less than the Tender Offer Consideration. This statement of intent does not constitute a notice of redemption under the Indenture or an obligation to issue a notice of redemption and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions of Notes.”**

**NONE OF THE COMPANY, ITS BOARD OF DIRECTORS, THE SUBSIDIARY GUARANTORS, THE DEALER MANAGER, THE TENDER AGENT AND THE INFORMATION AGENT, THE TRUSTEE OR THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION IN CONNECTION WITH THE TENDER OFFER.**

Holders of the Notes should take note of the following dates:

<b>Date</b>	<b>Calendar Date and Time</b>	<b>Event</b>
Expiration Time.....	5:00 p.m., New York City time, on August 14, 2020 in respect of the Tender Offer, unless extended by the Company.	The last day and time for Holders to tender Notes or deliver a properly completed and duly executed Notice of Guaranteed Delivery in order to qualify for the payment of the Tender Offer Consideration on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, and the last day and time for Holders to validly withdraw tenders of Notes. If a tender is validly withdrawn, the Holder will no longer be eligible to receive the Tender Offer Consideration on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable (unless such Holder validly re-tenders such Notes before the Expiration Time).
Settlement Date.....	Promptly after the Expiration Time for the Tender Offer. The Settlement Date is currently expected to be August 17, 2020.	The Company will deposit the amount of cash necessary to pay each tendering Holder the Tender Offer Consideration and Accrued Interest for all of its Notes tendered and accepted for purchase in the Tender Offer.
Guaranteed Delivery Settlement Date .....	The Guaranteed Delivery Settlement Date is currently expected to be August 19, 2020, the third business day following the Expiration Time.	The date the Company will deposit with DTC the Tender Offer Consideration payable to Holders with respect to Notes accepted for purchase pursuant to the guaranteed delivery procedures, if any, plus Accrued Interest.

## AVAILABLE INFORMATION

The Company is a reporting issuer in Canada and, as such, is subject to continuous disclosure and other obligations applicable to Canadian reporting issuers under applicable Canadian securities laws. The Company files annual information forms, annual and quarterly financial statements, management's discussion and analysis, management information circulars and other information with applicable Canadian securities regulatory authorities ("CSA"), including the Autorité des marchés financiers in Québec.

The filings that the Company makes with the CSA may be retrieved, accessed and printed, free of charge, through the System for Electronic Document Analysis and Retrieval ("SEDAR"), the internet website maintained on behalf of the CSA. The URL of that website is [www.sedar.com](http://www.sedar.com). The Company also makes certain of this information accessible on its website at <http://www.cascades.com>. The information found on or accessed via the Company's corporate website and filings that the Company makes on SEDAR do not, however, form part of this Statement and are not incorporated by reference herein except as expressly noted below. No information is incorporated by reference in this Offer to Purchase.

Upon your oral or written request, the Company will provide you with a copy of any of these filings at no cost. Requests should be directed to Cascades Inc., 404 Marie-Victorin Boulevard, Kingsey Falls, Québec, Canada JOA 1B0, Telephone No. 1 (819) 363-5100.

## STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Offer to Purchase or in the documents incorporated by reference, including information concerning possible or assumed future results of operations, capital expenditures, the outcome of pending legal proceedings and claims, goals and objectives for future operations, including descriptions of the Company's business strategies and purchase commitments from customers, among other things, constitute forward-looking statements. These statements are typically identified by words such as "believe," "anticipate," "expect," "plan," "intend," "estimate" and similar expressions. The Company bases these statements on particular assumptions that the Company has made in light of the Company's industry experience, as well as the Company's perception of historical trends, current conditions, expected future developments and other factors that the Company believes are appropriate under the circumstances. As you read and consider the information in this Offer to Purchase, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties and assumptions. Factors that could cause future results to differ from results contemplated by forward-looking statements include, but are not limited to, the following:

- the impact of COVID-19 on the Company's operations;
- the effect of general economic conditions;
- decreases in demand and cyclical markets for the Company's products, the prices and availability of raw materials and energy costs;
- the Company's exposure to significant competition, including competition with firms that may enjoy cost advantages or economies of scale;
- political, social and exchange rate risks due to the Company's international operations;
- compliance costs associated with environmental laws and regulations, including unforeseen expenditures as a result of environmental liabilities;
- casualty or other losses that are not fully covered by insurance, labor disputes, work stoppages or increased labor costs;
- difficulty recouping the Company's investments in joint ventures or other companies that the Company does not control;
- difficulties associated with acquiring companies, or integrating acquired companies, as part of the Company's growth strategy;

- the impairment of the Company's goodwill or other intangible assets;
- changes in the control of the Company's equity capital;
- changes in strategy or management brought about by the Company's existing shareholders or similar changes relating to the Company's control and management;
- the Company's inability to retain key personnel or attract and retain other talented employees;
- the Company's significant amount of outstanding indebtedness and the Company's ability to incur additional debt in the future;
- the potential for climate change to cause damage to the Company's facilities or disrupt operations;
- the Company's reliance on information technology and maintaining effective cybersecurity; and
- fluctuations in currency exchange rates and market interest rates.

Although the Company believes that the Company's forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect the Company's actual financial condition or results of operations and could cause actual results to differ materially from those expressed in the forward-looking statements. In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in this Offer to Purchase will in fact transpire. All forward-looking statements in this Offer to Purchase apply as of the date of this Offer to Purchase or as of the date they were made and, except as required by applicable law, the Company disclaims any obligation to update or revise any forward-looking statement to reflect changes in underlying assumptions or factors of new information, data or methods, future events or other changes. For a further discussion of these and other factors that could impact the Company's future results, performance or transactions, see the section entitled "Risk Factors" in the Company's Annual Information Form for the year ended December 31, 2019 incorporated by reference into this Offer to Purchase. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

## SUMMARY

The following summary highlights selected information from this Offer to Purchase and may not contain all of the information that is important to you. For a more complete understanding of the Tender Offer, we encourage you to read this entire document, including the documents that are incorporated by reference.

The Company ..... Cascades Inc., a corporation organized under the laws of the Province of Québec, Canada.

The Notes..... The following outstanding notes of the Company:

<b>Title of Security</b>	<b>Outstanding Principal Amount</b>
5.750% Senior Notes due 2023 (144A CUSIP/ISIN Nos. 146900AQ8 / US146900AQ85) (Regulation S CUSIP/ISIN Nos.: C2174EAH5 / USC2174EAH56)	US\$200,000,000

The Notes were issued under an Indenture dated as of May 19, 2015 (as amended, supplemented or otherwise modified to the date hereof, the “*Indenture*”), among Cascades Inc., the subsidiary guarantors party thereto (the “*Subsidiary Guarantors*”) and Wells Fargo Bank, National Association, as Trustee (the “*Trustee*”).

The Notes are not listed on any national securities exchange. There is no established public reporting or trading system for the Notes, and trading in the Notes has been limited.

Purpose of the Tender Offer ..... The purpose of the Tender Offer is to acquire all of the outstanding Notes. See “Purpose and Background of the Tender Offer.”

We will deliver the Notes that we repurchase in the Tender Offer to the Trustee for cancellation and those Notes will cease to be outstanding.

The Tender Offer ..... We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the outstanding Notes validly tendered and not validly withdrawn prior to the Expiration Time. Each Holder should read the discussion in the section entitled “The Tender Offer” for further information regarding the Tender Offer.

None of the Company, its Board of Directors, its employees, the Dealer Manager, the Tender Agent and Information Agent or the Trustee is making any recommendation as to whether or not you should tender your Notes pursuant to the Tender Offer. You should determine whether or not to tender your Notes pursuant to the Tender Offer based upon, among other things, your own assessment of the current market value of the Notes, liquidity needs and

investment objectives.

**HOLDERS ARE URGED TO OBTAIN  
CURRENT MARKET QUOTATIONS  
FOR THE NOTES PRIOR TO MAKING ANY  
DECISION WITH RESPECT  
TO THE TENDER OFFER.**

Expiration Time .....	The Tender Offer will expire at 5:00 p.m., New York City time, on August 14, 2020. We have the right to extend the Expiration Time one or more times in our sole discretion.
Tender Offer Consideration .....	The Tender Offer Consideration for each US\$1,000 principal amount of Notes validly tendered (and not validly withdrawn) prior to the Expiration Time and accepted for payment pursuant to the Tender Offer, or for which a properly completed and duly executed Notice of Guaranteed Delivery has been delivered at or prior to the Expiration Time, is US\$1,018.00.
Accrued Interest .....	In addition to the Tender Offer Consideration, tendering Holders will also receive Accrued Interest on all of their Notes accepted for purchase in the Tender Offer from the last interest payment date on such Notes (which was July 15, 2020) up to, but not including, the Settlement Date. Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.
Conditions to the Tender Offer .....	Our obligation to complete the Tender Offer is subject to and conditioned upon satisfaction of (i) the Financing Condition and (ii) the General Conditions (each as described under “Conditions to Consummation of the Tender Offer”), although we may waive any of these conditions in our sole discretion. We also reserve the right to terminate or extend the Tender Offer if any condition to the Tender Offer is not satisfied (or otherwise in our sole discretion) and to amend the Tender Offer in any respect.
Source of Funds .....	The Tender Offer Consideration, Accrued Interest and the costs and expenses of the Tender Offer are expected to be paid with funds provided by the Financing Transaction, together with borrowings under our revolving credit facility. See “Description of the Financing Transaction.”
Procedures for Tendering Notes .....	Each Holder who wishes to accept the Tender Offer must comply with the procedures for tendering Notes described under “Procedures for Tendering Notes.”

For help with tendering Notes, you should contact the Tender Agent and Information Agent at one of its telephone numbers set forth on the back cover page of

	this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
Withdrawal Rights.....	Tendered Notes may be validly withdrawn from the Tender Offer at any time (i) at or prior to the earlier of (x) the Expiration Time and (y) in the event that the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement. To validly withdraw Notes from the Tender Offer, Holders must deliver a written or facsimile notice of withdrawal and revocation, with the required information (as set forth below under “Withdrawal of Tenders”) within the times stipulated in the preceding sentence.
Settlement Date.....	With respect to Notes that are validly tendered (and not validly withdrawn) prior to the Expiration Time, payment of the Tender Offer Consideration and Accrued Interest will be made on the Settlement Date. The Settlement Date will be the business day we select promptly following the Expiration Time and the satisfaction or waiver of the conditions to the Tender Offer. The Settlement Date is currently expected to be August 17, 2020.
Guaranteed Delivery Settlement Date .....	The settlement date in respect of Notes with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time (to the extent that such Notes are not delivered prior to the Expiration Time) and which accepted for purchase by the Company will be on the Guaranteed Delivery Settlement Date, which is expected to be August 19, 2020, the third business day following the scheduled Expiration Time.
Acceptance of Notes and Delivery of Cash Payment.....	On the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, subject to the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer, we will (i) accept for purchase Notes validly tendered and not validly withdrawn, and (ii) promptly pay the Tender Offer Consideration, plus Accrued Interest, with respect to Notes that are validly tendered (and not validly withdrawn) at or prior to the Expiration Time or with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time, as applicable, and accepted for purchase.
Guaranteed Delivery Procedures .....	If time will not permit you to validly tender your Notes at or prior to the Expiration Time as described in “Procedures for Tendering Notes,” you may tender your Notes by complying with the guaranteed delivery procedures described under “Procedures for Tendering

	Notes—Guaranteed Delivery Procedures.”
U.S. Federal Income Tax Considerations.....	For a discussion of certain U.S. federal income tax consequences of the Tender Offer to beneficial owners of the Notes, see “Certain U.S. Federal Income Tax Considerations.”
Canadian Federal Income Tax Considerations.....	For a discussion of certain Canadian federal income tax consequences of the Tender Offer to beneficial owners of the Notes, see “Certain Canadian Federal Income Tax Considerations.”
Certain Considerations.....	For a discussion of certain factors that each Holder should consider in connection with the Tender Offer, see “Certain Considerations.”
Dealer Manager .....	Wells Fargo Securities, LLC is serving as Dealer Manager for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Tender Agent and Information Agent.....	D.F. King & Co., Inc. is acting as Tender Agent and Information Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Trustee .....	Wells Fargo Bank, National Association, is the Trustee under the Indenture.
Fees and Expenses.....	Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Company, the Dealer Manager or the Tender Agent and Information Agent or to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.
Consequences of Failing to Tender .....	Consummation of the Tender Offer may have adverse consequences for Holders of Notes that elect not to tender Notes pursuant to the Tender Offer. There is no established public reporting or trading system for the Notes, and trading in the Notes has been limited. Notes not tendered or otherwise not purchased pursuant to the Tender Offer will remain outstanding. To the extent that Notes are purchased pursuant to the Tender Offer, the trading market for Notes that remain outstanding will become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes not purchased pursuant to the Tender Offer may be adversely affected to the extent the amount of Notes purchased pursuant to the Tender Offer reduces the float of that series of Notes. The reduced float may also tend to make the trading price more volatile. We cannot assure Holders that if the Tender Offer is consummated that any trading market will exist for Notes that remain outstanding. The extent of the trading market for the Notes following consummation of

the Tender Offer would depend upon the number of Holders in the Notes on the part of securities firms and other factors. Subject to applicable securities laws, we expressly reserve the absolute right, in our sole discretion from time to time in the future, to purchase any of the Notes, whether or not any Notes are purchased pursuant to the Tender Offer, that remain outstanding following termination or expiration of the Tender Offer, through open market purchases, privately negotiated transactions, pursuant to redemption rights, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration.

Additional Documentation; Further Information ..... Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. Requests for additional copies of documentation related to the Tender Offer, requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Tender Agent and Information Agent. Their respective contact information appears on the back cover page of this Offer to Purchase. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

## **THE COMPANY**

The Company is a diversified producer, converter and marketer of packaging and tissue paper products produced mainly from recycled fibers in Canada, the United States and Europe. The Company has leading market positions for many of its products. The Company believes that it benefits from product and geographic diversification and the relative demand stability of a number of its end markets. The Company has also integrated manufacturing capabilities that focus on the collection and processing of recycled papers and the manufacturing and converting of corrugated packaging containers, specialty paper products and tissue papers. The Company is committed to growing its environmentally sustainable products and developing new products for its customers through its research and development efforts. As of June 30, 2020, the Company had close to 90 operating units located in Canada, the United States and Europe and employed approximately 12,000 employees. For the twelve months ended June 30, 2020, the Company's consolidated sales and adjusted operating income before depreciation and amortization were approximately Cdn\$5,089 million and Cdn\$660 million, respectively.

The Company is a corporation domiciled in the Province of Québec, Canada and operates under the Business Corporations Act (Québec). The Company's head office and corporate offices are located at 404 Marie-Victorin Boulevard, Kingsley Falls, Québec, Canada J0A 1B0, and its telephone number is (819) 363-5100. The Company also has executive offices located at 772 Sherbrooke Street West, Suite 100, Montréal, Québec, Canada H3A 1G1.

## **THE TENDER OFFER**

We hereby offer, upon the terms and subject to the conditions set forth in this Offer to Purchase, to purchase for cash any and all of the outstanding Notes that are validly tendered (and not validly withdrawn) to the Tender Agent and Information Agent prior to the Expiration Time, for the consideration described below.

### **Tender Offer Consideration**

The Tender Offer Consideration for each US\$1,000 principal amount of Notes validly tendered (and not validly withdrawn) and accepted for payment pursuant to the Tender Offer prior to the Expiration Time is US\$1,018.00. Holders of Notes validly tendered (and not validly withdrawn) or with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time, and accepted for purchase pursuant to the Tender Offer, (i) will receive the Tender Offer Consideration for the Notes. Holders will also receive Accrued Interest on all of their Notes that we accept for purchase in the Tender Offer. Tenders and Notices of Guaranteed Delivery may be submitted only in principal amounts equal to minimum denominations of US\$2,000 and integral multiples of US\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of US\$2,000 principal amount. Our obligation to accept Notes that are tendered is subject to the conditions described below under “Conditions to Consummation of the Tender Offer.”

The Settlement Date for Notes validly tendered (and not validly withdrawn) at or prior to the Expiration Time and accepted for purchase by the Company will be the date on which the Company deposits with DTC the amount of cash necessary to pay the Tender Offer Consideration plus Accrued Interest with respect to such Notes. The Settlement Date is expected to occur promptly following the Expiration Time, subject to all conditions to the Tender Offer having been satisfied or waived by us. The expected Settlement Date is August 17, 2020, assuming all conditions to the Tender Offer have been satisfied or waived by us.

The Guaranteed Delivery Settlement Date for Notes with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time (to the extent that such Notes are not delivered prior to the Expiration Time) and accepted for purchase by the Company will be the date on which the Company deposits with DTC the amount of cash necessary to pay the Tender Offer Consideration plus Accrued Interest with respect to such Notes. The expected Guaranteed Delivery Settlement Date is August 19, 2020, the third business day following the scheduled Expiration Time, assuming all conditions to the Tender Offer have been satisfied or waived by us.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Company, the Dealer Manager or the Tender Agent and Information Agent or to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.

We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. The Company intends to issue a notice of redemption for the Notes that are not accepted for purchase in the Tender Offer. We expect the redemption date for all such Notes to be on or about September 16, 2020 at a redemption price equal to 101.438% of their principal amount, which is less than the Tender Offer Consideration. This statement of intent does not constitute a notice of redemption under the Indenture or an obligation to issue a notice of redemption and the selection of any particular redemption date is in our discretion. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. See “Certain Considerations — Subsequent Acquisitions of Notes.”

### **Expiration Time; Extensions; Termination; Amendments**

The Tender Offer will expire at 5:00 p.m., New York City time, on August 14, 2020, unless we extend the Expiration Time in our sole discretion. In the event that we extend the Tender Offer, the term “Expiration Time” with respect to such extended Tender Offer shall mean the time and date on which the Tender Offer, as so extended, will expire. We expressly reserve the right to extend the Tender Offer from time to time or for such period or periods as we may determine in our sole discretion by giving oral (to be confirmed in writing) or written notice of such extension to the Tender Agent and Information Agent and by making a public announcement by press release

through a widely disseminated news or wire service no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Time.

During any extension of the Tender Offer, all Notes previously tendered and not accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by us.

To the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time (i) to waive any condition to the Tender Offer, (ii) to amend any of the terms of the Tender Offer, (iii) to terminate the Tender Offer or (iv) to modify the Tender Offer Consideration, provided that in the event we modify the Tender Offer Consideration, the Tender Offer will be extended, if necessary, such that the Expiration Time is at least five business days from the date of such modification. Any waiver, amendment, modification or termination of the Tender Offer will apply to all Notes tendered pursuant to the Tender Offer. If we make a material change in the terms of the Tender Offer or waive a material condition of the Tender Offer, we will give oral (to be confirmed in writing) or written notice of such amendment or such waiver to the Tender Agent and Information Agent and will disseminate additional offer documents and extend the Tender Offer to the extent required by law.

We also reserve the right to terminate the Tender Offer if any condition of the Tender Offer is not satisfied or for any other reason as determined by us in our sole discretion. If the Tender Offer is terminated or otherwise not completed, no Tender Offer Consideration will be paid or become payable.

#### **No Appraisal or Similar Rights**

The Notes are debt obligations of the Company and are governed by the Indenture. Neither the Indenture nor applicable law gives the Holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer.

## **CERTAIN CONSIDERATIONS**

*You should consider carefully the following considerations, in addition to the other information in this Offer to Purchase and the documents that we incorporate by reference into this Offer to Purchase, before deciding whether to participate in the Tender Offer.*

### **Limited Trading Market**

The Notes are not listed on any national or regional securities exchange. To the extent that Notes are traded, prices for the Notes may fluctuate greatly depending on the trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results and the market for similar securities. In addition, quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Notes that are tendered and accepted in the Tender Offer will cease to be outstanding and will be cancelled. To the extent that fewer than all of the Notes are purchased in the Tender Offer, the trading market for the Notes would become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security with a greater float. Therefore, market prices for Notes that are not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make market prices more volatile. Holders of Notes not purchased in the Tender Offer may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Tender Offer. The extent of the public market for the Notes following consummation of the Tender Offer will depend upon, among other things, the remaining outstanding principal amount of Notes after the Tender Offer, the number of beneficial owners remaining at such time and the interest in maintaining a market in such Notes on the part of securities firms and other factors. We cannot assure you that a market for any Notes that remain outstanding following consummation of the Tender Offer will exist or be sustained.

### **Subsequent Acquisitions of Notes**

Whether or not the Tender Offer is consummated, the Company or its affiliates may from time to time acquire Notes, other than pursuant to the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers, by redemptions under the Indenture or otherwise, upon such terms and conditions and at such prices as the Company or such affiliates may determine, which may be more or less than the prices to be paid pursuant to the Tender Offer and could be for cash or other consideration.

The Indenture permits us to redeem all or a portion of the Notes at any time on or after July 15, 2020, upon at least 30 days but not more than 60 days' notice to the Holders, at a redemption price equal to 101.438% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest to the redemption date.

The Company intends to issue a notice of redemption for the Notes that are not accepted for purchase in the Tender Offer. We expect the redemption date for all such Notes to be on or about September 16, 2020 at a redemption price equal to 101.438% of their principal amount, which is less than the Tender Offer Consideration. This statement of intent does not constitute a notice of redemption under the Indenture or an obligation to issue a notice of redemption and the selection of any particular redemption date is in our discretion. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

### **Tax Matters**

See "Certain U.S. Federal Income Tax Considerations" for a discussion of certain U.S. federal income tax consequences of the Tender Offer and see "Certain Canadian Federal Income Tax Considerations" for a discussion of certain Canadian federal income tax consequences of the Tender Offer.

### **Conditions to the Consummation of the Tender Offer**

The closing of the Tender Offer is subject to the satisfaction or waiver of certain conditions, including the Financing Condition. See below "Conditions to Consummation of the Tender Offer." There can be no assurance that either the Tender Offer will be consummated or that any failure to consummate the Tender Offer will not have a negative effect on the market price and liquidity of the Notes.

### **Consideration**

The consideration offered to purchase the Notes does not reflect any independent valuation of such Notes and does not take into account the events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If you tender your Notes, you may or may not receive more than, or as much value as, if you choose not to tender your Notes.

## **PURPOSE AND BACKGROUND OF THE TENDER OFFER**

The purpose of the Tender Offer is to acquire all of the outstanding Notes. We intend to obtain funds to consummate the Tender Offer from the Financing Transaction together with borrowings under our revolving credit facility. See “Conditions to Consummation of the Tender Offer.”

We will deliver the Notes that we purchase in the Tender Offer to the Trustee for cancellation, and those Notes will cease to be outstanding. Any Notes that remain outstanding after the Tender Offer will continue to be our obligations. Holders of those outstanding Notes will continue to have all the rights associated with those Notes. We are not seeking the approval of Holders for any amendment to the Notes or the Indenture.

None of the Company, its board of directors, the Subsidiary Guarantors, the Dealer Manager, the Tender Agent and Information Agent, or the Trustee, or any of their respective affiliates, is making any recommendation to Holders as to whether to tender or refrain from tendering all or any portion of Notes. You must decide whether to tender Notes, and if tendering, the amount of Notes to tender. You are urged to review carefully all of the information contained in this Offer to Purchase before making a decision as to whether to tender Notes.

## DESCRIPTION OF THE FINANCING TRANSACTION

In order to satisfy the Financing Condition, we intend to complete a debt financing transaction on terms satisfactory to us so that we will have sufficient funds, together with borrowings under our revolving credit facility, (i) to pay the Tender Offer Consideration for all tendered Notes, Accrued Interest and all related fees and expenses and (ii) to redeem any outstanding Notes that are not purchased in the Tender Offer (collectively, the “*Financing Transaction*”). The terms of any such debt financing transaction will be determined by market conditions and other factors at the time of any such transaction.

No assurances can be given that we will in fact complete the Financing Transaction, including the proposed offering of debt for which we commenced marketing on the date of this Offer to Purchase. Consummation of the Tender Offer is expressly contingent upon, among other things, our obtaining financing on terms satisfactory to us. See “Conditions to Consummation of the Tender Offer.” This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the Financing Transaction.

## PROCEDURES FOR TENDERING NOTES

In order to participate in the Tender Offer, you must validly tender your Notes to the Tender Agent and Information Agent as described below. It is your responsibility to validly tender your Notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

If you need help in tendering your Notes, please contact the Tender Agent and Information Agent, whose address and telephone numbers are listed on the back cover page of this Offer to Purchase.

***Book-Entry Delivery of the Notes; Tender through ATOP.*** Within two business days after the date of this Offer to Purchase, the Tender Agent and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offer. Any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent and Information Agent's account in accordance with DTC's procedures for such transfer. Although delivery of the Notes will be effected through book-entry at DTC, an Agent's Message (as defined below), and any other required documents, must be transmitted to and received by the Tender Agent and Information Agent at or prior to the Expiration Time, in order to be eligible to receive the Tender Offer Consideration, at its address set forth on the back cover of this Offer to Purchase. Delivery of such documents to DTC does not constitute delivery to the Tender Agent and Information Agent.

The term "*Agent's Message*" means a message transmitted by DTC to, and received by the Tender Agent and Information Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received this Offer to Purchase and agrees to be bound by its tender of Notes in the Tender Offer as described in this Offer to Purchase and (iii) that the Company may enforce such agreement against such participant.

Holders who are tendering by book-entry transfer to the Tender Agent and Information Agent's account at DTC may execute their tender through DTC's ATOP system by transmitting their acceptance to DTC in accordance with DTC's ATOP procedures; DTC will then verify the acceptance, execute a book-entry delivery to the Tender Agent and Information Agent's account at DTC and send an Agent's Message to the Tender Agent and Information Agent.

***Guaranteed Delivery Procedures.*** If you are a holder of Notes and desire to tender your Notes, and (1) these Notes are not immediately available, (2) time will not permit your Notes or other required documents to reach the Tender Agent and Information Agent before the Expiration Time or (3) the procedures for book-entry transfer cannot be completed on a timely basis, you may still tender your Notes in this Tender Offer if:

- you tender through a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States, or an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act;
- before the Expiration Time, the Tender Agent and Information Agent receives a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by us, with your name and address as holder of the Notes and the amount of Notes tendered, stating that the tender is being made by that letter and notice and guaranteeing that by 5:00 p.m., New York City Time, on August 18, 2020, the second business day after the scheduled Expiration Time, the certificates for all the Notes tendered, in proper form for transfer, or a book-entry confirmation with an Agent's Message, as the case may be, will be deposited by the eligible institution with the Tender Agent and Information Agent; and
- the certificates for all your tendered Notes in proper form for transfer or a book-entry confirmation, as the case may be, are received by the Tender Agent and Information Agent by 5:00 p.m., New York City Time, on August 18, 2020, the second business day after the scheduled Expiration Time.

If DTC's ATOP is used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, each Holder will be bound by the terms of the Tender Offer.

**FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 18, 2020, THE SECOND BUSINESS DAY AFTER THE SCHEDULED EXPIRATION TIME; PROVIDED THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE TENDER OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST OR ADDITIONAL CONSIDERATION BE PAID AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.**

***Tender of Notes Held in “Street Name.”*** A beneficial owner of Notes held in “street name” should contact the broker, dealer, commercial bank, trust company or other nominee in whose name the Notes are registered to instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes on the beneficial owner’s behalf.

Please note that if Notes are held in “street name,” the broker, dealer, commercial bank, trust company or other nominee in whose name such Notes are registered may have an earlier deadline for tendering Notes pursuant to the Tender Offer than the Expiration Time.

***Backup Withholding.*** To prevent U.S. federal backup withholding (currently at a rate of 24%), each tendering Holder of Notes that is a “United States person” for U.S. federal income tax purposes must (1) provide such Holder’s correct taxpayer identification number (“**TIN**”) and certify that such Holder is not subject to U.S. federal backup withholding by properly completing and submitting a properly executed Internal Revenue Service (“**IRS**”) Form W-9, or (2) otherwise establish a basis for exemption from backup withholding. Each tendering Holder that is not a “United States person” for U.S. federal income tax purposes generally must certify its non-U.S. person status by submitting a properly executed applicable IRS Form W-8 (generally IRS Form W-8BEN or IRS Form W-8BEN-E (or other appropriate IRS Form W-8)) to prevent backup withholding. See “Certain U.S. Federal Income Tax Considerations.”

***General.*** The valid tender of Notes pursuant to the Tender Offer by one of the procedures set forth above will constitute an agreement between the tendering Holder and the Company in accordance with the terms and subject to the conditions of the Tender Offer. For the purposes of this Offer to Purchase, use of the term “valid tender” or any derivative thereof of the Notes shall include valid tender by any of the above procedures.

By tendering Notes through book-entry transfer as described in this Offer to Purchase, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder (a) irrevocably sells, assigns and transfers to or upon the order of the Company all right, title and interest in and to all the Notes tendered thereby, (b) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder’s waiver of any existing or past defaults and their consequences in respect of the Indenture and the Notes), (c) releases and discharges the Company from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes and (d) irrevocably constitutes and appoints the Tender Agent and Information Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent and Information Agent also acts as an agent of the Company) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (1) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to the Company, (2) present such Notes for transfer on the relevant security register and (3) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent and Information Agent will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the Tender Offer Consideration, for any tendered Notes that are purchased by the Company).

A Holder, by tendering its Notes, represents and warrants that (a) the Holder has received this Offer to Purchase, agrees to the terms and conditions contained herein and, if the Tender Offer is consummated, agrees that the purchase of Notes in the Tender Offer shall be on the terms and conditions of this Offer to Purchase and (b) when such Notes are accepted for purchase and payment by the Company, the Company will acquire good title

thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The Holder will, upon request, execute and deliver any additional documents deemed by the Tender Agent and Information Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered. All authority conferred or agreed to be conferred by tendering the Notes through book-entry transfer shall survive the death or incapacity of the tendering Holder and every obligation of such Holder incurred in connection with its tender of its Notes shall be binding upon such Holder's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for purchase and withdrawal of tendered Notes will be determined by the Company in its sole discretion, and its determination will be final and binding. The Company reserves the absolute right, in its sole discretion, to reject any and all tenders of Notes that it determines are not in proper form or for which the acceptance for purchase or payment may, in the opinion of its counsel, be unlawful. The Company also reserves the absolute right, in its sole discretion and subject to applicable law, to waive any of the conditions of the Tender Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Tender Offer will be final and binding. None of the Company, its board of directors, the Dealer Manager, the Tender Agent and Information Agent or the Trustee, or their respective affiliates, will be under any duty to give notice of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notice.

***Compliance with "Short Tendering" Rule.*** It is a violation of Rule 14e-4 under the Exchange Act for a person acting alone or in concert with others, directly or indirectly, to tender securities in a partial tender offer for such person's own account unless the person so tendering (a) has a net long position equal to or greater than the aggregate principal amount of the securities being tendered and (b) will cause such securities to be delivered in accordance with the terms of the partial tender offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Notes in the Tender Offer under any of the procedures described above will constitute a binding agreement between the tendering Holder and us upon the terms and subject to the conditions of the Tender Offer, including the tendering Holder's acceptance of the terms and conditions of the Tender Offer, as well as the tendering Holder's representation and warranty that (a) such Holder has a net long position in the Notes being tendered pursuant to the Tender Offer within the meaning of Rule 14e-4 and (b) the tender of such Notes complies with Rule 14e-4.

## **ACCEPTANCE OF OUTSTANDING NOTES FOR PURCHASE; PAYMENT FOR NOTES**

If the conditions to the Tender Offer are satisfied, or if we waive all of the conditions that have not been satisfied, pursuant to the Tender Offer we will accept, after the Expiration Time, all Notes that, at such time, have been validly tendered (or defectively tendered if we waive such defect), or for which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time, and not validly withdrawn. We will accept the Notes for purchase by notifying the Tender Agent and Information Agent of our acceptance. The notice may be oral if we promptly confirm it in writing.

Notes may be tendered only in principal amounts equal to minimum denominations of US\$2,000 and integral multiples of US\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of US\$2,000 principal amount.

If any tendered Notes are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be returned to the tendering Holder via a credit to an account maintained at DTC, designated by the DTC participant who so delivered such Notes to the Tender Agent and Information Agent, promptly following the Expiration Time or the earlier termination of the Tender Offer.

We will pay for Notes that we have accepted for purchase by wiring to DTC on the Settlement Date and/or Guaranteed Delivery Settlement Date, as applicable, funds sufficient to pay the full amount of the Tender Offer Consideration that we then owe to the Holders, plus Accrued Interest on all Notes accepted for purchase in the Tender Offer. We will not be responsible for any mistakes or delays made by DTC or its participants in distributing the Tender Offer Consideration or Accrued Interest on the Notes to the persons entitled to them, and no additional interest will be payable because of any such mistake or delay.

We intend to accept for purchase on the Settlement Date and/or Guaranteed Delivery Settlement Date, as applicable, any and all Notes validly tendered or with respect to which a properly completed and duly executed Notice of Guaranteed Delivery has been submitted (and not validly withdrawn) pursuant to the Tender Offer prior to the Expiration Time. However, if the conditions to the consummation of the Tender Offer are not satisfied, we have the right to retain such Notes without accepting them or without paying for them until the conditions are satisfied. If we cause the Tender Agent and Information Agent to hold such Notes, we must comply with Rule 14c-1 under the Exchange Act, which requires us to pay for all tendered Notes or return the Notes promptly after termination or withdrawal of the Tender Offer.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our wholly-owned subsidiaries, the right to purchase any Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering Holders to receive the Tender Offer Consideration pursuant to the Tender Offer.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Company, the Dealer Manager or the Tender Agent and Information Agent or to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents. Notwithstanding anything herein to the contrary, the payments to Holders will be made net of any withholding tax or backup withholding that is required to be imposed pursuant to applicable law, subject to any rights of such Holders to additional amounts in respect of such withholding. See “Certain U.S. Federal Income Tax Considerations” and “Certain Canadian Federal Income Tax Considerations.”

## WITHDRAWAL OF TENDERS

Tendered Notes may be validly withdrawn from the Tender Offer at any time (i) at or prior to the earlier of (x) the Expiration Time and (y) in the event that the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement thereof. If we amend the Tender Offer in a manner materially adverse to you as a tendering Holder, withdrawal rights will be extended, as we determine appropriate and in accordance with applicable law, to allow tendering Holders a reasonable opportunity to respond to such amendment. If we terminate the Tender Offer, the Notes tendered pursuant to the Tender Offer will be promptly returned to the Holder thereof without cost to such Holder, and will remain outstanding.

For a withdrawal of Notes to be effective, a written facsimile transmission notice of withdrawal or revocation must be timely received by the Tender Agent and Information Agent at its address set forth on the back cover of this Offer to Purchase, or a validly transmitted “Request Message” must be delivered pursuant to DTC’s ATOP. The withdrawal notice must (a) specify the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the DTC participant for whose account such Notes were tendered, along with the number of the account at DTC to be credited with the withdrawn Notes; (b) contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); (c) contain a statement that such Holder is withdrawing its Notes; and (d) be signed by such participant in the same manner as the participant’s name is listed on the applicable Agent’s Message. The signature on the notice of withdrawal must be guaranteed by a Medallion Signature Guarantor unless such Notes have been tendered for the account of an Eligible Institution.

To validly withdraw Notes held in “street name,” a beneficial owner should contact the broker, dealer, commercial bank, trust company or other nominee in whose name the Notes are registered to instruct such broker, dealer, commercial bank, trust company or other nominee to withdraw the Notes on the beneficial owner’s behalf.

Valid withdrawals of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Validly withdrawn Notes may, however, be retendered following one of the procedures described under “Procedures for Tendering Notes” at any time at or prior to the Expiration Time.

Valid withdrawals of Notes can only be accomplished in accordance with the foregoing procedures. All questions as to the validity (including time of receipt) of notices of withdrawal will be determined by the Company in its sole discretion, and its determination shall be final and binding. None of the Company, its board of directors, the Dealer Manager, the Tender Agent and Information Agent, the Trustee, their respective affiliates or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or revocation, or incur any liability for failure to give any such notification.

## CONDITIONS TO CONSUMMATION OF THE TENDER OFFER

Notwithstanding any other provision of the Tender Offer, our obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is conditioned upon the following having occurred or having been satisfied or having been waived by us:

(i) we shall have available funds, including gross proceeds of at least US\$200 million from the Financing Transaction (see “Description of the Financing Transaction” above), sufficient to pay the Tender Offer Consideration with respect to all Notes (regardless of the amount of Notes tendered pursuant to the Tender Offer), Accrued Interest and all related fees and expenses, on terms and conditions acceptable to us, in our sole discretion (the “*Financing Condition*”); and

(ii) the following shall not have occurred, or if we have become aware of any of the following or if any of the following exists on the date of this Offer to Purchase, we shall not have become aware of a material worsening thereof (the “*General Conditions*”):

- any instituted, threatened or pending legal or administrative proceeding or investigation (whether formal or informal) (or there shall have been any material adverse development with respect to any action or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Tender Offer that could, in our reasonable judgment, adversely affect our ability to close the Tender Offer;
- any event that, in our reasonable judgment, adversely affects our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or our ability to consummate the Tender Offer or to realize the contemplated benefits from the Tender Offer;
- the enactment of any law, rule or court order that (a) prohibits, prevents, restricts or delays the Tender Offer or that places material restrictions on the Tender Offer or (b) is, or is likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;
- the Trustee under the Indenture objects to the terms of the Tender Offer, or the Trustee takes any other action that could, in our sole judgment, adversely affect the consummation of the Tender Offer, or takes any action that challenges the validity or effectiveness of the procedures we use in the making of the Tender Offer or in the acceptance of, or payment for, the Notes;
- any suspension of trading in securities in the U.S. or Canadian financial or capital markets, or any adverse change in the price of securities in the United States, Canada or other major securities or financial markets;
- any material change in the trading price of the Notes or the market for the Notes;
- any moratorium or other suspension or limitation that, in our reasonable judgment, will affect the ability of banks to extend credit or receive payments;
- any limitation or action (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in our reasonable judgment, might affect the extension of credit by banks or other lending institutions;
- the commencement or escalation of a war or armed hostilities involving the United States or Canada (including acts of terrorism, but excluding hostilities in Syria, Iraq and Afghanistan existing as of the date of this Offer to Purchase, provided that a material escalation or worsening of hostilities in Syria, Iraq or Afghanistan shall not be excluded from this condition), or other national or international calamity directly or indirectly involving the United States or Canada; or
- in the case of any of the foregoing existing on the date hereof, in our reasonable judgment, a material acceleration or worsening thereof.

The foregoing conditions are for our sole benefit and may be asserted by us, in our sole discretion, in

relation to the Tender Offer, regardless of the circumstances giving rise to any such condition (including any action or inaction on our part). We will have the right (but not the obligation) to waive any of the preceding conditions and to consummate the Tender Offer. Neither you nor any other person who tenders Notes for purchase will have the ability to prevent us from waiving a condition or will have the ability to withdraw Notes tendered if we waive any of the foregoing conditions. We also have the right to determine whether or not any of the conditions were satisfied and to terminate or extend the Tender Offer if any condition of the Tender Offer was not satisfied. Our decision as to whether or not a condition was satisfied will be final and binding, and you will have no right to disagree with our conclusions.

Notwithstanding any other provisions of the Tender Offer, we have the right, in our sole discretion, to terminate the Tender Offer, at any time and for any reason. In such event, we will provide notice by public announcement.

## CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following summary addresses certain U.S. federal income tax considerations relating to the Tender Offer. This discussion deals only with a Note held as a “capital asset” within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”) (generally, property held for investment) and does not address tax consequences to taxpayers that may be subject to special tax rules, such as banks or other financial institutions, tax-exempt entities, retirement plans, regulated investment companies, real estate investment trusts, partnerships or other pass-through entities for U.S. federal income tax purposes and investors therein, non-U.S. estates or trusts with one or more U.S. beneficiaries, controlled foreign corporations, passive foreign investment companies, small business investment companies, personal holding companies, insurance companies, broker/dealers, dealers or traders in securities or currencies, Holders who hold Notes as part of a hedge, straddle, synthetic security, conversion transaction or other risk reduction transaction, Holders that own, actually or constructively, 10% or more of our voting stock, U.S. Holders (as defined below) whose “functional currency” is not the U.S. dollar, former citizens or residents of the United States, or taxpayers subject to the alternative minimum tax. In addition, this discussion does not address the effects of Section 451(b) of the Code which, in some cases, conforms the timing of certain income accruals to financial statements. Moreover, this discussion does not address any applicable state, local or non-U.S. taxes or U.S. federal taxes other than income taxes (such as estate or gift taxes).

This discussion is based on the provisions of the Code, the Treasury regulations promulgated or proposed thereunder, judicial authority, published administrative positions of the Internal Revenue Service (the “IRS”) and other applicable authorities, all as in effect on the date of this document, and all of which are subject to change or differing interpretations, possibly on a retroactive basis. We have not sought any ruling from the IRS with respect to the tax consequences discussed herein, and there can be no assurance that the IRS or a court will agree with our statements and conclusions.

THE FOLLOWING DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE. A HOLDER OF A NOTE SHOULD CONSULT THE HOLDER’S OWN TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE TENDER OFFER IN LIGHT OF THE HOLDER’S PARTICULAR SITUATION.

For purposes of this summary, the term “U.S. Holder” means a beneficial owner of a Note that is (or is treated as), for U.S. federal income tax purposes:

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

For purposes of this summary, the term “Non-U.S. Holder” means a beneficial owner of a Note that is (or is treated as), for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partners and partnerships holding Notes should consult their own tax advisors regarding the tax consequences of the Tender Offer that would apply to them.

### U.S. Holders

*Sale of a Note Pursuant to the Tender Offer.* In general, a U.S. Holder’s receipt of cash in exchange for Notes pursuant to the Tender Offer will be a taxable transaction. A U.S. Holder will recognize gain or loss in an

amount equal to the difference, if any, between the amount of cash received (excluding amounts received that are attributable to accrued but unpaid interest, which will be taxed as described below) and the U.S. Holder's adjusted tax basis in the Note at the time of the sale. A U.S. Holder's adjusted tax basis in a Note generally will be its cost to such Holder, increased by the amount of any market discount (as defined below) the U.S. Holder has previously included in gross income with respect to the Note, and decreased (but not below zero) by any bond premium previously amortized with respect to the Note. Bond premium is generally defined as the excess of a U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder over the stated principal amount of the Note. Subject to the market discount rules discussed below, any gain or loss recognized by a U.S. Holder on a sale of a Note generally will be U.S. source gain or loss and the character of such gain or loss will generally be capital. Capital gain of a non-corporate U.S. Holder recognized on the disposition of a Note held for more than one year may be eligible for a reduced rate of taxation. The deductibility of capital losses is subject to limitations.

*Market Discount.* If a U.S. Holder purchased a Note for less than its stated principal amount, the Note may be deemed to have been acquired with market discount. Market discount generally is the excess, if any, of the stated principal amount of the Note over the cost of the Note to the U.S. Holder (unless that excess is less than a specified *de minimis* amount, in which case market discount is treated as zero). If a U.S. Holder has elected to include the market discount in gross income as it accrues, no additional market discount generally needs to be taken into account with respect to the sale of a Note pursuant to the Tender Offer. If a U.S. Holder acquired a Note at a market discount but has not made the election to include market discount in gross income as it accrues, any gain realized by the U.S. Holder on the sale of the Note pursuant to the Tender Offer will be treated as ordinary income to the extent of the market discount that has accrued while the U.S. Holder held the Note.

*Accrued but Unpaid Interest.* Any portion of the cash proceeds received on the sale of a Note that is attributable to accrued but unpaid interest with respect to the Note will not be taken into account in computing the U.S. Holder's gain or loss. Instead, that portion of the cash proceeds will be recognized as ordinary interest income from non-U.S. sources to the extent that the U.S. Holder has not previously included the accrued but unpaid interest in its income.

*Surtax on Net Investment Income.* Certain U.S. Holders who are individuals, estates or trusts are subject to a 3.8% surtax on the lesser of (1) such U.S. Holder's net investment income (in the case of individuals) or undistributed net investment income (in the case of estates and trusts) (which includes, among other things, any interest on and gains from the sale or other taxable disposition of Notes) for the relevant taxable year and (2) the excess of the U.S. Holder's modified gross income (in the case of individuals) or adjusted gross income (in the case of estates and trusts) for the taxable year over a certain threshold. U.S. Holders should consult their own tax advisors regarding the effect, if any, of this surtax on their disposition of the Notes.

## **Non-U.S. Holders**

*Sale of Notes.* Subject to the discussion below concerning backup withholding, a Non-U.S. Holder that recognizes any gain in connection with the sale of a Note pursuant to the Tender Offer, excluding any amounts attributable to accrued but unpaid interest on the Note, generally will not be subject to U.S. federal withholding or income tax on such gain unless (i) the gain is effectively connected with a U.S. trade or business of the Non-U.S. Holder ("U.S. trade or business income"), in which case, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder generally will be subject to U.S. federal income tax on such gain on a net income basis in the same manner as a U.S. Holder (but without regard to the surtax on net investment income described above) and, if the Non-U.S. Holder is a corporation, may also be subject to a branch profits tax at a rate of a 30 percent (or lower applicable treaty rate) on its effectively connected earnings and profits, subject to adjustments or (ii) in the case of a Non-U.S. Holder who is an individual, that individual is present in the United States for 183 days or more during the taxable year of the disposition and certain other conditions are met, in which case, unless an applicable income tax treaty otherwise provides, the Non-U.S. Holder will be subject to a 30 percent U.S. federal income tax on any gain recognized (net of certain U.S. source capital losses).

*Accrued But Unpaid Interest.* Subject to the discussion below concerning backup withholding, in general, no U.S. federal withholding or income tax will apply to any portion of the consideration attributable to accrued but unpaid interest on a Note held by a Non-U.S. Holder that is not U.S. trade or business income. Any payments of interest that are U.S. trade or business income generally will be subject to U.S. federal income tax on a net income basis in the same manner as interest payments to a U.S. Holder (but without regard to the surtax on net investment

income described above) unless an applicable income tax treaty provides otherwise. If a Non-U.S. Holder is a corporation, the Non-U.S. Holder also could be subject to a branch profits tax at a rate of 30 percent (or lower applicable treaty rate) on its effectively connected earnings and profits, subject to adjustments.

### **Information Reporting and Backup Withholding**

In general, information reporting requirements will apply to the payment to a U.S. Holder, other than an exempt recipient (such as a corporation), of Tender Offer Consideration or Accrued Interest pursuant to the Tender Offer. A U.S. Holder may be subject to backup withholding at a rate of 24 percent on payments received with respect to the Notes unless the U.S. Holder (i) comes within certain exempt categories (such as a corporation) and demonstrates that fact when required or (ii) provides a correct taxpayer identification number, certifies that such Holder is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Each U.S. Holder will be asked to provide the U.S. Holder's correct taxpayer identification number and to certify that the Holder is not subject to backup withholding.

In general, a Non-U.S. Holder who provides an appropriate certification (such as an IRS Form W-8BEN, W-8BEN-E, or other appropriate form) attesting to its status as a non-U.S. person is not subject to the backup withholding and information reporting requirements.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment made to a Holder generally may be claimed as a refund or credit against such Holder's U.S. federal income tax liability, if any, provided that the requisite information is properly furnished to the IRS in a timely manner. Holders should consult their own tax advisors regarding application of information reporting and backup withholding in their particular circumstances and the availability of any procedure for obtaining an exemption from information reporting and backup withholding under current Treasury regulations.

## CERTAIN CANADIAN FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain Canadian federal income tax consequences generally applicable to the tender of Notes pursuant to the Tender Offer and the failure to tender Notes pursuant to the Tender Offer. This summary does not purport to be a complete analysis of all the potential tax considerations that may apply to an investor as a result of the investor's particular tax situation. This summary applies only to a holder (a "holder") who is a beneficial owner of Notes (and is entitled to all payments thereunder), who holds the Notes as capital property, is dealing at arm's length with the Company and is not affiliated with the Company for the purposes of the *Income Tax Act* (Canada) (the "*Tax Act*") at all relevant times. The Notes will generally be considered to be capital property under the Tax Act unless a holder either holds such Notes in the course of carrying on a business, or has held or acquired such Notes in a transaction or transactions considered to be an adventure or concern in the nature of a trade.

This summary does not address the Canadian federal income tax considerations applicable to holders of the Notes that are "financial institutions" within the meaning of section 142.2 of the Tax Act, to holders who report their "Canadian tax results" within the meaning of section 261 of the Tax Act in a functional currency (which excludes Canadian dollars), to holders an interest in which would be a "tax shelter investment" (as defined in the Tax Act), or to holders who have entered or will enter into a "synthetic disposition agreement" or a "derivative forward agreement," as such terms are defined in the Tax Act, in respect of the Notes. In addition, the Company has not sought and does not plan to seek a formal ruling from the Canada Revenue Agency ("CRA") or an opinion from their tax counsel regarding the material Canadian federal income tax consequences to a holder of selling Notes pursuant to the Tender Offer or failing to tender Notes pursuant to the Tender Offer.

This summary is based on the current provisions of the Tax Act and the regulations thereunder (the "*Regulations*"), all specific proposals to amend the Tax Act or the Regulations announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "*Proposed Tax Amendments*") and an understanding of the administrative policies and assessing practices of the CRA published in writing by the CRA prior to the date hereof. This summary assumes the Proposed Tax Amendments will be enacted as proposed. However, no assurance can be given that the Proposed Tax Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax consequences which may differ from the Canadian federal income tax consequences described herein.

### **THIS SUMMARY OF CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS CONSTITUTES NEITHER TAX NOR LEGAL ADVICE. EACH BENEFICIAL OWNER OF NOTES IS URGED TO CONSULT ITS OWN TAX ADVISOR REGARDING THE SPECIFIC CANADIAN FEDERAL, PROVINCIAL, TERRITORIAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE TENDER OFFER.**

Under the Tax Act, each amount relevant to the computation of income that is expressed in a currency other than Canadian currency, including adjusted cost base and proceeds of disposition of the Notes and the amount of any interest received on the Notes, must generally be converted into Canadian dollars using exchange rates determined in accordance with the Tax Act.

#### **Canadian Holders**

For the purposes of this summary, a "Canadian Holder" is an individual, a corporation, a trust or an estate that is a holder of a Note and that is or is deemed to be resident in Canada for the purposes of the Tax Act.

Certain Canadian Holders may be entitled to make, or may have already made, the irrevocable election permitted by subsection 39(4) of the Tax Act to have every "Canadian security" (as defined in the Tax Act), including the Notes, owned by such Canadian Holder deemed to be capital property in the taxation year the election is made and each subsequent taxation year.

#### **Canadian Holders that Tender Notes Pursuant to the Tender Offer**

A Canadian Holder will generally be required to include in computing such Canadian Holder's income for the taxation year in which the Company purchases the Notes all interest that accrued or is deemed to have accrued on the Notes from the end of the last period for which interest was paid to the date of purchase, except to the extent that such interest has otherwise been included in such Canadian Holder's income for that taxation year or a preceding taxation year. In addition, any portion of the Total Consideration or Tender Offer Consideration, as applicable (referred to herein as the "*Purchase Price*") paid by the Company to a Canadian Holder as a penalty or

bonus because of the repayment of the principal amount of the Notes before maturity will generally be deemed to be interest received by the Canadian Holder at the time of payment to the extent the payment can reasonably be considered to relate to, and does not exceed the value at that time of, the interest that would have been payable by the Company for a taxation year ending after that time (the “*Deemed Interest Bonus*”), and such interest will be required to be included in computing the Canadian Holder’s income for the taxation year in which the Company purchases the Notes. The Company is of the view that all or a portion of the difference between the Purchase Price and the principal amount (the “*Premium*”) of such Notes may be considered to be a Deemed Interest Bonus and to be interest income to the Canadian Holders for the purposes of the Tax Act. To the extent that such Premium or any portion thereof is not deemed to be interest, all or part of such amount may otherwise be included in the income of a Canadian Holder pursuant to the Tax Act. Canadian Holders are urged to consult their tax advisor with respect to the Canadian tax treatment of the receipt of the Premium.

A Canadian Holder will realize a capital gain (or capital loss) on the disposition of the Notes equal to the amount by which the Canadian Holder’s proceeds of disposition, which will not include any amount that is otherwise included in the Canadian Holder’s income and net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base to the Canadian Holder of the Notes disposed of pursuant to the Tender Offer. For this purpose, the adjusted cost base of the Notes disposed of pursuant to the Offer may be different from the principal amount thereof and the proceeds of disposition of such Notes will include any portion of the Premium to the extent it is not otherwise included in the Canadian Holder’s income.

Generally, one-half of any capital gain (a “*taxable capital gain*”) realized by a Canadian Holder on the disposition of the Notes must be included in computing the income of the Canadian Holder for the taxation year in which such disposition occurs. One half of any capital loss (an “*allowable capital loss*”) realized by a Canadian Holder on the disposition of the Notes in a taxation year must generally be deducted from taxable capital gains realized by the Canadian Holder in that taxation year. Allowable capital losses for a taxation year in excess of taxable capital gains for that taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year, against taxable capital gains realized in such taxation year, to the extent and under the circumstances prescribed in the Tax Act.

Capital gains realized by an individual other than certain trusts may give rise to alternative minimum tax under the Tax Act. A Canadian holder that is a “Canadian controlled private corporation” (as defined in the Tax Act) may be liable to pay an additional tax that is refundable in certain circumstances on its “aggregate investment income” (as defined in the Tax Act), including interest and taxable capital gains.

### **Canadian Holders That Do Not Tender**

A Canadian Holder who does not tender its Notes will not recognize income, gain or loss for the purposes of the Tax Act solely as a result of the Tender Offer.

### **Non-Canadian Holders**

This portion of the summary is generally applicable to a holder of Notes who, at all relevant times and for the purposes of the Tax Act and any applicable income tax convention between Canada and the jurisdiction in which such holder is resident for tax purposes is not and is not deemed to be a resident of Canada, does not use or hold (and is not deemed to use or hold) the Notes in the course of a business carried on or deemed to be carried on in Canada, is not a “specified shareholder” of the Company within the meaning of subsection 18(5) of the Tax Act or a person that does not deal at arm’s length with any such specified shareholder and is not a non-resident insurer who carries on business in Canada and elsewhere or an “authorized foreign bank” (as defined in the Tax Act) (“Non Canadian Holders”).

### **Non-Canadian Holders that Tender – Sale of Notes pursuant to the Tender Offer**

The payment by the Company of the Purchase Price (including the Premium) and any amount in respect of accrued interest to a Non Canadian Holder that tenders Notes pursuant to the Tender Offer will not be subject to Canadian withholding tax. No other taxes on income (including taxable capital gains) will be payable by a Non Canadian Holder under the Tax Act that tenders Notes pursuant to the Tender Offer in respect of the receipt of the Purchase Price (including the Premium) or any amount in respect of accrued interest.

**Non-Canadian Holders That Do Not Tender**

A Non-Canadian Holder who does not tender its Notes will not recognize gain or loss for the purposes of the Tax Act solely as a result of the Tender Offer.

## **COMPANIES THAT WILL ASSIST US IN MAKING THE TENDER OFFER**

### **Dealer Manager**

We have engaged Wells Fargo Securities, LLC to act as the Dealer Manager in connection with the Tender Offer. In this capacity, Wells Fargo Securities, LLC may contact Holders or beneficial owners of the Notes regarding the Tender Offer and may ask brokers, dealers, commercial banks and others to mail this document and other materials to beneficial owners of the Notes.

At any given time, the Dealer Manager or an affiliate of the Dealer Manager may trade the Notes or any other securities of ours for its own account, or for the accounts of its customers, and accordingly, may hold a long or short position in the Notes or those other securities. To the extent the Dealer Manager or an affiliate of the Dealer Manager own Notes, they may tender such Notes pursuant to the Tender Offer. The Dealer Manager is not obligated to make a market in the Notes.

We have agreed to pay the Dealer Manager customary fees for its services in connection with the Tender Offer, reimburse the reasonable expenses that the Dealer Manager may incur as Dealer Manager, and we have also agreed to indemnify the Dealer Manager and its affiliates for liabilities they may incur as a result of the Dealer Manager acting as Dealer Manager, including liabilities to which they may be subject under securities laws.

In the ordinary course of business, the Dealer Manager or its affiliates has performed and may from time to time in the future perform certain investment banking, commercial banking and financial advisory services, including the provision of credit facilities, for the Company. In this regard, the Dealer Manager will act as an initial purchaser in connection with the Financing Transaction. In addition, the Dealer Manager, in the ordinary course of its business, makes markets in debt securities of the Company for its own account and for the accounts of its customers. As a result, from time to time, the Dealer Manager may own certain of the Company's debt securities, including the Notes. Wells Fargo Bank, National Association, an affiliate of the Dealer Manager, serves as Trustee under the Indenture. The Dealer Manager and its affiliates may also engage in transactions or perform such services for us in the future. Further, certain affiliates of the Dealer Manager may be holders of the Notes and may participate in the Tender Offer, and, as a result, would receive a portion of the proceeds of the Financing Transaction.

Any Holder that has questions concerning the terms of the Tender Offer may contact the Dealer Manager at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

### **Tender Agent and Information Agent**

We have retained D.F. King & Co., Inc. as the Tender Agent and Information Agent for the Tender Offer. We will pay the Tender Agent and Information Agent customary fees for its services and reimburse the Tender Agent and Information Agent for its reasonable expenses. We have also agreed to indemnify the Tender Agent and Information Agent for liabilities it may incur in its capacity as such.

### **Miscellaneous**

In connection with the Tender Offer, our directors and officers may solicit tenders by use of the mails, personally or by telephone, facsimile, electronic communication or other similar methods. These directors and officers will not be specifically compensated for these services. We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

The Tender Offer is being made to all Holders. The Company is not aware of any jurisdiction in which the Tender Offer is not in compliance with applicable law. If the Company becomes aware of any jurisdiction in which the Tender Offer would not be in compliance with applicable law, the Company will make a good faith effort to comply with any such law. If, after such good faith effort, the Company cannot comply with any such law, the Tender Offer will not be made to (nor will tenders of Notes be accepted from or on behalf of) the

owners of Notes residing in such jurisdiction.

None of the Company, its board of directors, the Dealer Manager, the Tender Agent and Information Agent or the Trustee, or any of their respective affiliates, is making any recommendation as to whether Holders should tender any Note in response to the Tender Offer. Holders must make their own decision as to whether to tender any of their Notes and, if so, how many Notes to tender.

## INCORPORATION OF DOCUMENTS BY REFERENCE

The Company is “incorporating by reference” into this Offer to Purchase certain information that the Company has filed (and may in the future file) with the CSA, which means that the Company is disclosing important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase. This Offer to Purchase and the information that the Company files with the CSA after the date of this Offer to Purchase and prior to completion of the Tender Offer may update and supersede the information contained in this Offer to Purchase or in previously filed documents that the Company is incorporating herein by reference.

The Company incorporates by reference in this Offer to Purchase the documents listed below that we have filed with the CSA:

- Annual Information Form for the year ended December 31, 2019, filed on March 27, 2020;
- Audited Consolidated Financial Statements for the year ended December 31, 2019, together with the Management Reports and the Independent Registered Public Accounting Firms Report and the Management Discussion and Analysis for the years ended December 31, 2019 and 2018, each filed on March 27, 2020;
- Sections 3 and 4 of the Management Proxy Circular, filed on May 15, 2020; and
- Our unaudited financial statements and management’s discussion and analysis for the three-month and six-month periods ended June 30, 2020, each filed on August 6, 2020.

All documents that the Company files with the CSA on or after the date of this Offer to Purchase and until the completion of the Tender Offer will not be incorporated by reference in this Offer to Purchase, unless such filing expressly states that it is incorporated by reference herein.

Any statement contained in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified will not be deemed to constitute a part of this Offer to Purchase, except as so modified, and any statement so superseded will not be deemed to constitute a part of this Offer to Purchase.

The information related to the Company contained in this Offer to Purchase should be read together with the information contained in the documents incorporated by reference. The Company will provide without charge to each person to whom a copy of this Offer to Purchase is delivered, upon the written or oral request of any such person, a copy of any or all of the documents incorporated into this Offer to Purchase by reference, other than exhibits to those documents unless the exhibits are specifically incorporated by reference into those documents, or referred to in this Offer to Purchase, or any of the other documents that we have filed with Autorité des marchés financiers or the Toronto Stock Exchange or otherwise referred to in this Offer to Purchase, other than the exhibits to those documents unless the exhibits are specifically incorporated by reference into those documents, or referred to in this Offer to Purchase. Requests should be directed to:

Cascades Inc.  
404 Marie-Victorin Blvd. P.O. Box 30  
Kingsey Falls, Québec, Canada J0A 1B0  
Attention: Robert F. Hall

*The Tender Agent and Information Agent for the Tender Offer is:*

**D.F. King & Co., Inc.**

48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
Attn: Andrew Beck  
Email: [cascades@dfking.com](mailto:cascades@dfking.com)  
Banks and brokers call: (212) 269-5550  
Toll free: (877) 732-3613  
By Facsimile: (212) 709-3328

Confirmation:  
(212) 269-5552

By Mail, Overnight Courier  
or Hand Delivery:  
D.F. King & Co., Inc.  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
Attn: Andrew Beck

*The Dealer Manager for the Tender Offer is:*

**Wells Fargo Securities**

550 South Tryon Street, 5<sup>th</sup> Floor  
Charlotte, North Carolina 28202

Attention: Liability Management Group  
(866) 309-6316 (toll-free)  
(704) 410-4759 (collect)  
Email: [liabilitymanagement@wellsfargo.com](mailto:liabilitymanagement@wellsfargo.com)

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. Requests for additional copies of documentation related to the Tender Offer, requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Tender Agent and Information Agent. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.