

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)  
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
 For the quarterly period ended July 1, 2006  
 or  
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
 For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-11406

KADANT INC.  
 (Exact Name of Registrant as Specified in Its Charter)

Delaware 52-1762325  
 (State or Other Jurisdiction (I.R.S. Employer  
 of Incorporation or Organization) Identification No.)

One Acton Place, Suite 202 01720  
 Acton, Massachusetts (Zip Code)  
 (Address of Principal Executive Offices)

Registrant's Telephone Number, Including Area Code: (978) 776-2000

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer" and "large accelerated filer" in Rule 12b-2 of the Exchange Act.  
 Large accelerated filer  Accelerated filer  Non-accelerated filer

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at August 3, 2006
Common Stock, \$.01 par value	13,903,581

PART I - FINANCIAL INFORMATION

Item 1 - Financial Statements

KADANT INC.  
 Condensed Consolidated Balance Sheet  
 (Unaudited)  
 Assets

(In thousands)	July 1, 2006	December 31, 2005
Current Assets:		
Cash and cash equivalents	\$ 43,444	\$ 40,822
Accounts receivable, less allowances of \$2,273 and \$2,221	49,031	41,822
Unbilled contract costs and fees	27,628	11,603
Inventories (Note 5)	40,187	35,115
Other current assets	14,226	11,969
Assets of discontinued operation (Note 12)	9,064	14,030
<b>Total Current Assets</b>	<b>183,580</b>	<b>155,361</b>
Property, Plant, and Equipment, at Cost	90,785	85,668
Less: Accumulated depreciation and amortization	55,941	52,761
	34,844	32,907
Other Assets	7,150	6,856

Intangible Assets	35,136	36,262
	-----	-----
Goodwill	128,923	124,425
	-----	-----
Total Assets	\$389,633	\$355,811
	=====	=====

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

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KADANT INC.

Condensed Consolidated Balance Sheet (continued)  
(Unaudited)

Liabilities and Shareholders' Investment

(In thousands, except share amounts)	July 1, 2006	December 31, 2005
<hr/>		
Current Liabilities:		
Current maturities of long-term obligations (Note 6)	\$ 9,500	\$ 9,000
Accounts payable	38,336	20,229
Accrued payroll and employee benefits	14,491	14,002
Customer deposits	5,496	3,636
Billings in excess of contract costs and fees	3,694	8,032
Accrued restructuring costs (Note 8)	855	4,781
Other current liabilities	18,979	13,636
Liabilities of discontinued operation (Note 12)	3,737	6,599
	-----	-----
Total Current Liabilities	95,088	79,915
	-----	-----
Long-Term Obligations (Note 6)	48,758	46,500
	-----	-----
Other Long-Term Liabilities	19,740	20,726
	-----	-----
Minority Interest	1,218	1,045
	-----	-----
Shareholders' Investment:		
Preferred stock, \$.01 par value, 5,000,000 shares authorized; none issued	-	-
Common stock, \$.01 par value, 150,000,000 shares authorized; 14,604,520 shares issued	146	146
Capital in excess of par value	95,178	97,297
Retained earnings	143,671	136,050
Treasury stock at cost, 701,339 and 1,055,756 shares	(16,112)	(24,254)
Deferred compensation	-	(124)
Accumulated other comprehensive items (Note 2)	1,946	(1,490)
	-----	-----
Total Liabilities and Shareholders' Investment	\$389,633	\$355,811
	=====	=====

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

KADANT INC.

Condensed Consolidated Statement of Income  
(Unaudited)

(In thousands, except per share amounts)	Three Months Ended	
	July 1, 2006	July 2, 2005
Revenues	\$ 89,567	\$ 65,086
Costs and Operating Expenses:		
Cost of revenues	56,847	40,385
Selling, general, and administrative expenses	22,498	18,497
Research and development expenses	1,496	1,247
	80,841	60,129
Operating Income	8,726	4,957
Interest Income	251	379
Interest Expense	(804)	(473)
Income from Continuing Operations Before Provision for Income Taxes and Minority Interest Expense	8,173	4,863
Provision for Income Taxes	2,529	1,654
Minority Interest Expense	47	62
Income from Continuing Operations	5,597	3,147
(Loss) Income from Discontinued Operation (net of income tax benefit of \$417 in 2006 and income tax expense of \$111 in 2005) (Note 12)	(627)	207
Net Income	\$ 4,970	\$ 3,354
Basic Earnings per Share (Note 3):		
Continuing Operations	\$ .41	\$ .23
Discontinued Operation	(.05)	.01
Net Income	\$ .36	\$ .24
Diluted Earnings per Share (Note 3):		
Continuing Operations	\$ .40	\$ .22
Discontinued Operation	(.05)	.02
Net Income	\$ .35	\$ .24
Weighted Average Shares (Note 3):		
Basic	13,702	13,891
Diluted	14,056	14,181

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

KADANT INC.

Condensed Consolidated Statement of Income  
(Unaudited)

(In thousands, except per share amounts)	Six Months Ended	
	July 1, 2006	July 2, 2005
Revenues	\$165,158	\$115,830
Costs and Operating Expenses:		
Cost of revenues	103,821	72,367
Selling, general, and administrative expenses	44,619	33,391
Research and development expenses	3,041	2,295
Restructuring costs	138	-
	151,619	108,053
Operating Income	13,539	7,777
Interest Income	510	851
Interest Expense	(1,598)	(475)
Income from Continuing Operations Before Provision for Income Taxes and Minority Interest Expense	12,451	8,153
Provision for Income Taxes	3,984	1,857
Minority Interest Expense	105	62
Income from Continuing Operations	8,362	6,234
Loss from Discontinued Operation (net of income tax benefit of \$494 and \$84) (Note 12)	(741)	(156)
Net Income	\$ 7,621	\$ 6,078
Basic Earnings per Share (Note 3):		
Continuing Operations	\$ .61	\$ .45
Discontinued Operation	(.05)	(.01)
Net Income	\$ .56	\$ .44
Diluted Earnings per Share (Note 3):		
Continuing Operations	\$ .60	\$ .44
Discontinued Operation	(.05)	(.01)
Net Income	\$ .55	\$ .43
Weighted Average Shares (Note 3):		
Basic	13,641	13,909
Diluted	13,948	14,196

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

KADANT INC.

Condensed Consolidated Statement of Cash Flows  
(Unaudited)

	Six Months Ended	
(In thousands)	July 1, 2006	(Revised - See Note 1) July 2, 2005
<b>Operating Activities:</b>		
Net income	\$ 7,621	\$ 6,078
Loss from discontinued operation (Note 12)	741	156
	8,362	6,234
Income from continuing operations		
Adjustments to reconcile income from continuing operations to net cash (used in) provided by operating activities:		
Depreciation and amortization	3,755	2,719
Stock-based compensation expense	203	-
Provision for losses on accounts receivable	187	44
Minority interest expense	105	62
Other, net	321	64
Changes in current accounts, net of effects of acquisitions:		
Accounts receivable	(6,211)	2,402
Unbilled contract costs and fees	(15,729)	(6,125)
Inventories	(2,266)	3,066
Other current assets	(1,255)	902
Accounts payable	17,198	(1,619)
Other current liabilities	(5,026)	(2,866)
	(356)	4,883
Net cash (used in) provided by continuing operations		
Net cash used in discontinued operation	(3,461)	(428)
	(3,817)	4,455
<b>Investing Activities:</b>		
Acquisitions, net of cash acquired (Note 4)	(5,574)	(101,365)
Capitalized acquisition costs (Note 4)	-	1,916
Purchases of property, plant, and equipment	(1,106)	(875)
Proceeds from sale of property, plant, and equipment	110	9
Other, net	(5)	116
	(6,575)	(100,199)
Net cash used in continuing operations		
Net cash provided by (used in) discontinued operation	4,195	(42)
	(2,380)	(100,241)
<b>Financing Activities:</b>		
Proceeds from issuance of short- and long-term obligations (Note 6)	15,008	60,000
Increase in short- and long-term obligations	-	4,000
Repayments of short- and long-term obligations	(12,850)	-
Net proceeds from issuance of Company common stock	4,265	639
Purchases of Company common stock	-	(2,085)
Excess tax benefits from stock option exercises	965	-
Payment of debt issuance costs	(186)	-
	7,202	62,554
Net cash provided by continuing operations		
Net cash provided by discontinued operation	-	-
	7,202	62,554
Exchange Rate Effect on Cash	987	(2,675)
Change in Cash from Discontinued Operation	630	39
Increase (Decrease) in Cash and Cash Equivalents	2,622	(35,868)
Cash and Cash Equivalents at Beginning of Period	40,822	82,089
Cash and Cash Equivalents at End of Period	\$ 43,444	\$ 46,221
	=====	=====

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

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 1. General

The interim condensed consolidated financial statements and related notes presented have been prepared by Kadant Inc. (also referred to in this document as "we," "Kadant," "the Company," or "the Registrant") without audit and, in the opinion of management, reflect all adjustments of a normal recurring nature necessary for a fair statement of the Company's financial position at July 1, 2006, its results of operations for the three- and six-month periods ended July 1, 2006, and July 2, 2005, and cash flows for the six-month periods ended July 1, 2006, and July 2, 2005. Interim results are not necessarily indicative of results for a full year.

The condensed consolidated balance sheet presented as of December 31, 2005, has been derived from the consolidated financial statements that have been audited by the Company's independent registered public accounting firm. The condensed consolidated financial statements and related notes are presented as permitted by Form 10-Q and do not contain certain information included in the annual consolidated financial statements and related notes of the Company. The condensed consolidated financial statements and notes included herein should be read in conjunction with the consolidated financial statements and related notes included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2005, filed with the Securities and Exchange Commission.

Certain prior-period amounts have been reclassified to conform to the 2006 presentation.

## Supplemental Cash Flow Information

(In thousands)	Six Months Ended	
	July 1, 2006	July 2, 2005
Non-cash Investing Activities:		
Fair value of assets acquired	\$ 6,716	\$156,667
Cash paid for acquired business	(5,574)	(104,531)
	-----	-----
Liabilities assumed of acquired business	\$ 1,142	\$ 52,136
	=====	=====
Non-cash Financing Activities:		
Increase in short- and long-term obligations	\$ 3,779	\$ -
	=====	=====

The increase in short- and long-term obligations of \$3,779,000 in the first six months of 2006 relates to additional consideration to be paid for Kadant Johnson consisting of \$1,941,000 of additional consideration to be paid over four years for certain tax assets of Kadant Johnson, the value of which the Company expects to realize, \$1,670,000 which the Company expects to pay in the third quarter of 2006 in settlement of post-closing adjustments, and \$168,000 of acquisition-related costs the Company expects to pay in 2006.

In the first six months of 2005, the Company separately disclosed the operating, investing, and financing portions of the cash flows attributable to its discontinued operation, which in prior periods were reported on a combined basis as a single amount.

## 2. Comprehensive Income

Comprehensive income combines net income and "other comprehensive items," which represents certain amounts that are reported as components of shareholders' investment in the accompanying condensed consolidated balance sheet, including foreign currency translation adjustments and deferred gains and losses on hedging

KADANT INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

2. Comprehensive Income (continued)

instruments. The components of comprehensive income are as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
Net Income	\$ 4,970	\$ 3,354	\$ 7,621	\$ 6,078
Other Comprehensive Items:				
Foreign Currency Translation Adjustments	2,788	(2,997)	3,216	(3,663)
Deferred Gain (Loss) on Hedging Instruments	66	(266)	220	(366)
	2,854	(3,263)	3,436	(4,029)
Comprehensive Income	\$ 7,824	\$ 91	\$11,057	\$ 2,049

3. Earnings per Share

Basic and diluted earnings per share are calculated as follows:

(In thousands, except per share amounts)	Three Months Ended		Six Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
Income from Continuing Operations	\$ 5,597	\$ 3,147	\$ 8,362	\$ 6,234
(Loss) Income from Discontinued Operation	(627)	207	(741)	(156)
Net Income	\$ 4,970	\$ 3,354	\$ 7,621	\$ 6,078
Basic Weighted Average Shares	13,702	13,891	13,641	13,909
Effect of Stock Options	354	290	307	287
Diluted Weighted Average Shares	14,056	14,181	13,948	14,196
Basic Earnings per Share:				
Continuing Operations	\$ .41	\$ .23	\$ .61	\$ .45
Discontinued Operation	(.05)	.01	(.05)	(.01)
Net Income	\$ .36	\$ .24	\$ .56	\$ .44
Diluted Earnings per Share:				
Continuing Operations	\$ .40	\$ .22	\$ .60	\$ .44
Discontinued Operation	(.05)	.02	(.05)	(.01)
Net Income	\$ .35	\$ .24	\$ .55	\$ .43

Options to purchase approximately 74,000 and 218,000 shares of common stock for the second quarters of 2006 and 2005, respectively, and 157,800 and 222,700 shares of common stock for the first six months of 2006 and 2005, respectively, were not included in the computation of diluted earnings per share because the options' exercise prices were greater than the average market price for the common stock and the effect of their inclusion would have been anti-dilutive.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 4. Acquisitions

On January 21, 2006, the Company, on behalf of its subsidiary Kadant Light Machinery (Jining) Co., Ltd. (Kadant Jining), entered into an asset purchase agreement with Jining Huayi Light Industry Machinery Co., Ltd. (Huayi) to acquire substantially all the assets of Huayi, excluding accounts receivable and certain liabilities associated with the business, for approximately \$20,000,000, subject to adjustment (Huayi Acquisition). Huayi is a supplier of stock-preparation equipment in China, with unaudited revenues of approximately \$15,000,000 in 2005. Pursuant to the asset purchase agreement, 20% of the purchase price, or approximately \$4,000,000, will be issued in the form of bank payment guarantees upon completion of the purchase obligations outlined below to secure certain post-closing and indemnification obligations of the sellers. The bank payment guarantees may be drawn upon by the sellers over 19 months from the date of issuance as certain obligations are satisfied.

On June 2, 2006, Kadant Jining assumed responsibility for the operation of the acquired business and completed the acquisition of fixed assets consisting of machinery, equipment, and inventory, for approximately \$6,716,000, of which \$5,574,000 was paid in cash and \$1,142,000 will be paid over the next 19 months as certain obligations are satisfied. The acquisition of the Huayi business will allow the Company to deliver its stock-preparation systems and aftermarket products to customers in China more efficiently, supply parts and components to North America and Europe, and extend our customer base to include more small-to-midsize mills. This acquisition was accounted for under the purchase method of accounting and the operating results for Kadant Jining have been included in the accompanying condensed consolidated financial statements from the acquisition date of June 2, 2006. The allocation of the purchase price was based on estimates of the fair value of the assets acquired and is subject to adjustment upon finalization of the purchase price allocation. The acquisition of the buildings and land-use rights, and payment of the remaining purchase price for the business, are expected to be completed in the third quarter of 2006 upon the issuance of required governmental certificates. The remaining purchase obligation is approximately \$13,225,000, which includes \$1,875,000 of cash to be acquired. The Company plans to finance the remaining purchase obligation, of which \$10,593,000 will be paid in the third quarter of 2006 and the remaining \$2,632,000 will be paid over the next 19 months as certain obligations are satisfied, through a combination of cash and borrowings in China.

On May 11, 2005, the Company acquired all the outstanding stock of The Johnson Corporation (Kadant Johnson), a privately held supplier of fluid-handling systems and equipment based in Three Rivers, Michigan. The purchase price for the acquisition was \$113,925,000, of which \$101,458,000 was paid in cash at closing, \$1,670,000, which the Company expects to pay in the third quarter of 2006 in settlement of post-closing adjustments, \$4,856,000 for acquisition-related costs the majority of which have been paid, and \$5,941,000 of additional cash consideration the Company expects to pay over four years. The additional consideration of \$5,941,000 relates to certain tax assets of Kadant Johnson, the value of which the Company expects to realize. In the second quarter of 2006, the Company paid \$600,000 of this additional consideration. The remaining balance, of which \$1,774,000 is included in other current liabilities and \$3,567,000 is included in other long-term liabilities in the accompanying condensed consolidated balance sheet, is due over the next four years as follows: 33% in May of 2007, 15% in both May 2008 and 2009, and 37% in May 2010.

The parties also agreed in the purchase agreement to an earn-out provision, based on the achievement of certain revenue targets between the closing date of May 11, 2005 and July 1, 2006, which could have increased the purchase price by up to \$8,000,000. This earn-out provision was not met as the revenue targets were not achieved by Kadant Johnson.

KADANT INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

4. Acquisitions (continued)

The acquisition was accounted for under the purchase method of accounting. The total consideration through July 1, 2006, for Kadant Johnson was \$113,925,000 for acquired assets of \$160,112,000, including goodwill of \$54,336,000 and intangible assets of \$34,480,000, and assumed liabilities of \$46,187,000. Included in intangible assets is \$8,100,000 associated with the acquisition of the Johnson tradename, which has an indefinite life and is not being amortized. The remaining intangible assets are being amortized using the straight-line method over periods ranging from 3 to 20 years with a weighted-average amortization period of 15 years.

The following condensed consolidated statement of operations is presented as if the acquisition of Kadant Johnson had been made at the beginning of the period presented. This information is not necessarily indicative of what the actual condensed combined statement of income of Kadant and Kadant Johnson would have been for the period presented, nor does it purport to represent the future combined results of operations of Kadant and Kadant Johnson.

(In thousands)	Six Months Ended July 2, 2005
-----	
Revenues	\$145,031
	-----
Operating Loss*	(2,553)
	-----
Loss from Continuing Operations	(2,676)
Loss from Discontinued Operation	(156)
	-----
Net Loss	\$ (2,832)
	=====
Basic Loss per Share:	
Loss from Continuing Operations	\$ (.19)
Net Loss	\$ (.20)
Diluted Loss per Share:	
Loss from Continuing Operations	\$ (.19)
Net Loss	\$ (.20)

\* Included in operating loss was \$11.0 million in one-time bonuses and \$3.1 million in acquisition-related costs that Kadant Johnson incurred prior to the acquisition.

5. Inventories

The components of inventories are as follows:

(In thousands)	July 1, 2006	December 31, 2005
-----		
Raw Materials and Supplies	\$22,383	\$19,971
Work in Process	10,520	5,605
Finished Goods (includes \$569 and \$328 at customer locations)	7,284	9,539
	-----	-----
	\$40,187	\$35,115
	=====	=====

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 6. Long-Term Obligations and Other Financial Instruments

## Long-term Obligations

Long-term obligations are as follows:

(In thousands)	July 1, 2006	December 31, 2005
Variable Rate Term Loan, due from 2006 to 2009	\$43,250	\$55,500
Variable Rate Term Loan, due from 2006 to 2016	10,000	-
Variable Rate Term Loan, due 2010	5,008	-
	-----	-----
Total Long-Term Obligations	58,258	55,500
Less: Current Maturities	(9,500)	(9,000)
	-----	-----
Long-Term Obligations, less Current Maturities	\$48,758	\$46,500
	=====	=====

To fund a portion of the purchase price for the acquisition of Kadant Johnson, the Company entered into a term loan and revolving credit facility (Credit Agreement) effective May 9, 2005 and as subsequently amended in the aggregate principal amount of up to \$95,000,000, including a \$35,000,000 revolver. On May 11, 2005, the Company borrowed \$60,000,000 under the Credit Agreement, which is repayable in quarterly installments over a five-year period.

On May 4, 2006, the Company borrowed \$10,000,000 under a promissory note (Loan) from Citizens Bank of Massachusetts (Lender). The Loan is repayable in quarterly installments of \$125,000 over a ten-year period with the remaining principal balance of \$5,000,000 due upon maturity. Interest on the Loan accrues and is payable quarterly in arrears at one of the following rates selected by the Company (a) the prime rate or (b) the three-month London Inter-Bank Offered Rate (LIBOR) plus a 1% margin. The Loan is guaranteed and secured by real estate and related personal property of the Company and certain of its domestic subsidiaries located in Theodore, Alabama; Auburn, Massachusetts; Three Rivers, Michigan; and Queensbury, New York, pursuant to mortgage and security agreements dated May 4, 2006 (Mortgage and Security Agreements).

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

On May 5, 2006, the Company used \$7,750,000 of the proceeds from the Loan to prepay a portion of its existing variable-rate term loan under the Credit Agreement.

On June 6, 2006, Kadant Jining borrowed 40 million Chinese Renminbi, or \$5,008,000, under a 47 month interest-only loan with Bank of China Limited. Interest on this loan accrues and is payable quarterly in arrears based on the interest rate published by Bank of China Limited for a loan of the same term less 10%.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 6. Long-Term Obligations and Other Financial Instruments (continued)

## Financial Instruments

The Company entered into a swap agreement, which was effective May 17, 2005, to convert \$36,000,000 of the principal balance of the \$60,000,000 term loan under the Credit Agreement from a floating rate to a fixed rate of interest. This swap agreement has a five-year term with the same quarterly payment dates as the hedged portion of the term loan and reduces proportionately in line with the amortization of the term loan. Under this swap agreement, the Company will receive a three-month LIBOR rate and pay a fixed rate of interest of 4.125%. The net effect on interest expense for the hedged portion of the term loan (\$36,000,000) is that the Company will pay a fixed interest rate of up to 5.375% (the sum of the 4.125% fixed rate under this swap agreement and the applicable margin of up to 1.25% on the term loan). The guarantee provisions and the default and financial covenants, as well as certain restrictions on the payment of dividends included in the Credit Agreement also apply to this swap agreement.

This swap agreement has been designated as a cash flow hedge and is carried at fair value with unrealized gains or losses reflected within other comprehensive items. As of July 1, 2006, the unrealized gain associated with this swap agreement was \$918,000, which is included in other assets and within accumulated other comprehensive items on a net of tax basis in the accompanying condensed consolidated balance sheet. Management believes that any credit risk associated with this swap is remote based on the creditworthiness of the financial institution issuing it.

To hedge the exposure to movements in the variable interest rate on the \$10,000,000 Loan, on May 3, 2006, the Company entered into a swap agreement with the Lender effective May 5, 2006, which converts the Loan from a floating rate to a fixed rate of interest. This swap agreement has a ten-year term, the same quarterly payment dates as the Loan, and reduces in line with the amortization of the Loan. This swap agreement automatically terminates in the event there are no outstanding borrowings under the Credit Agreement (or successor credit facility), the Loan, or any other borrowing in which Citizens Bank of Massachusetts is a lender. Under this swap agreement, the Company will receive a three-month LIBOR rate and pay a fixed rate of interest of 5.63%. The net effect on interest expense for the \$10,000,000 Loan is that the Company will pay a fixed interest rate of 6.63% (the sum of the 5.63% fixed rate under this swap agreement and the applicable margin of 1% on the loan). The guarantee and default provisions of the Credit Agreement (and any successor Credit Facility) and the Loan, including those contained in the Mortgage and Security Agreement, also apply to this swap agreement.

This swap agreement has been designated as a cash flow hedge and is carried at fair value with unrealized gains or losses reflected within other comprehensive items. As of July 1, 2006, the unrealized loss associated with this swap agreement was \$25,000, which is included in other liabilities and within accumulated other comprehensive items on a net of tax basis in the accompanying condensed consolidated balance sheet. Management believes that any credit risk associated with this swap is remote based on the creditworthiness of the financial institution issuing it.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 7. Warranty Obligations

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

The changes in the carrying amount of the Company's product warranties included in other current liabilities in the accompanying condensed consolidated balance sheet are as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
Balance at Beginning of Period	\$ 2,787	\$ 3,755	\$ 2,836	\$ 3,582
Provision charged to income	800	117	1,033	970
Usage	(369)	(238)	(659)	(912)
Acquired warranty obligation	-	232	-	232
Other, net (a)	80	(100)	88	(106)
Balance at End of Period	\$ 3,298	\$ 3,766	3,298	\$ 3,766

(a) Represents the effects of currency translation.

See Note 12 for warranty information related to the discontinued operation.

## 8. Restructuring Costs

## 2004 Restructuring Plan

In an effort to improve operating performance at the Papermaking Systems segment's Kadant Lamort subsidiary in France, the Company approved a restructuring of that subsidiary on November 18, 2004. This restructuring was initiated to strengthen Kadant Lamort's competitive position in the European paper industry. The restructuring primarily included the reduction of 97 full-time positions across all functions in France and was implemented in 2005. The Company accrued a restructuring charge, in accordance with Statement of Financial Accounting Standards (SFAS) No. 112, "Employers' Accounting for Postemployment Benefits - An Amendment of Financial Accounting Standards Board (FASB) Statements No. 5 and 43," for severance and other termination costs in connection with the workforce reduction of \$9,235,000 in the fourth quarter of 2004 and reduced the estimate by \$71,000 in 2005.

## 2005 Restructuring Plan

The Company recorded restructuring costs of \$317,000 during 2005 associated with its 2005 Restructuring Plan. These restructuring costs included \$221,000 for severance and associated costs related to the reduction of 14 full-time positions in the U.S. and \$96,000 for equipment relocation costs, both in our Papermaking Systems segment. The restructuring costs of \$138,000 in the first quarter of 2006 relate to additional equipment relocation costs associated with the 2005 Restructuring Plan.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

8. Restructuring Costs (continued)

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

(In thousands)	Severance & Other
-----	
2004 Restructuring Plan	
Balance at December 31, 2005	\$ 4,658
Usage	(4,235)
Currency translation	432
	-----
Balance at July 1, 2006	\$ 855
	=====
2005 Restructuring Plan	
Balance at December 31, 2005	\$ 123
Provision	138
Usage	(261)
	-----
Balance at July 1, 2006	\$ -
	=====

The estimated restructuring costs are based on the Company's best judgments under prevailing circumstances. The Company believes that the restructuring reserve balance is adequate to carry out the restructuring activities formally identified and committed to as of July 1, 2006. Due to the lengthy restructuring process in France and the long notification periods, the related cash payments associated with the Kadant Lamort restructuring, which was initiated at the end of 2004, will extend into the second half of 2006.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 9. Business Segment Information

The Company has combined its operating entities into one operating segment, Papermaking Systems, and two separate product lines, Fiber-based Products and Casting Products, which are reported in Other. In classifying operational entities into a particular segment, the Company aggregated businesses with similar economic characteristics, products and services, production processes, customers, and methods of distribution. Kadant Jining, acquired in June 2006, is presented in the Papermaking Systems segment within the stock-preparation systems and equipment product line.

(In thousands)	Three Months Ended		Six Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
<b>Revenues:</b>				
Pulp and Papermaking Systems	\$85,427	\$ 62,528	\$156,500	\$110,099
Other (a) (c)	4,140	2,558	8,658	5,731
	-----	-----	-----	-----
	\$89,567	\$ 65,086	\$ 165,158	\$115,830
	=====	=====	=====	=====
<b>Income from Continuing Operations Before Provision for Income Taxes and Minority Interest Expense:</b>				
Pulp and Papermaking Systems (b)	\$11,016	\$ 6,149	\$ 17,767	\$ 9,770
Corporate and Other (a)	(2,290)	(1,192)	(4,228)	(1,993)
	-----	-----	-----	-----
Total Operating Income	8,726	4,957	13,539	7,777
Interest (Expense) Income, Net	(553)	(94)	(1,088)	376
	-----	-----	-----	-----
	\$ 8,173	\$ 4,863	\$ 12,451	\$ 8,153
	=====	=====	=====	=====
<b>Capital Expenditures:</b>				
Pulp and Papermaking Systems	\$ 638	\$ 612	\$ 975	\$ 752
Corporate and Other (a) (c)	85	97	131	123
	-----	-----	-----	-----
	\$ 723	\$ 709	\$ 1,106	\$ 875
	=====	=====	=====	=====

- (a) "Other" includes the results from the Company's Fiber-based Products business and Kadant Johnson's Casting Products business.  
(b) In the first quarter of 2006, the Company changed its reporting of certain royalty income and associated expenses from Corporate to the Pulp and Papermaking Systems segment. Information in the 2005 periods have been reclassified to conform to this presentation.  
(c) Corporate primarily includes general and administrative expenses.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 10. Stock-Based Compensation Plans

The Company maintains stock-based compensation plans primarily for its key employees and directors, although the plans permit awards to others expected to make significant contributions to the future of the Company. The plans authorize the compensation committee of the Company's board of directors (the board committee) to award a variety of stock and stock-based incentives, such as restricted stock, nonqualified and incentive stock options, stock bonus shares, or performance-based shares. The award recipients and the terms of awards, including price, granted under these plans are determined by the board committee. Outstanding options granted under these plans prior to 2001 are nonqualified options that are exercisable immediately, but are subject to provisions similar to vesting that restrict transfer and afford the Company the right to repurchase the shares at the exercise price upon certain events. The restrictions and repurchase rights for these options generally lapse over five to ten years and the terms of the options may range from five to twelve years. Options granted under these plans in 2001 and after are nonqualified options that vest over three years and are not exercisable until vested. To date, all options have been granted at an exercise price equal to the fair market value of the Company's common stock on the date of grant. Upon a change-of-control, as defined in the plans, all options or other awards become fully vested and all restrictions lapse. The Company generally issues shares of its common stock held in treasury to satisfy option exercises.

On December 16, 2004, the FASB issued SFAS No. 123 (revised 2004), "Share-Based Payment" (SFAS 123R). SFAS 123R replaces SFAS No. 123, "Accounting for Stock-Based Compensation" (SFAS 123), supersedes Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" (APB Opinion No. 25), and amends SFAS No. 95 "Statement of Cash Flows." SFAS 123R requires all share-based payments to employees that are ultimately expected to vest and do actually vest, including grants of employee stock options, to be recognized in the financial statements based on their fair values. The pro forma disclosures previously permitted under SFAS 123 are no longer an alternative to recognition of compensation expense in the income statement under SFAS 123R. Effective January 1, 2006, the Company adopted SFAS 123R, using the modified prospective method. Under this method, beginning on January 1, 2006, the Company recognized compensation cost for all share-based payments to employees based on the grant date estimate of fair value for those awards. The Company has used the Black-Scholes option-pricing model to determine fair value for all share-based payments. Compensation expense is recognized over the vesting period of the award. Prior-period financial information has not been restated for the adoption of SFAS 123R.

As of July 1, 2006, the Company had several share-based compensation plans that are described below. As a result of the adoption of SFAS 123R on January 1, 2006, the Company's results of operations for the three and six-months ended July 1, 2006 included incremental share-based compensation pre-tax expense of \$79,000 and \$203,000, respectively, related to stock options. The total stock-based compensation cost, including compensation expense associated with restricted stock, for the three and six-months ended July 1, 2006 of \$592,000 and \$804,000, respectively, is included in selling, general, and administrative expenses in the accompanying condensed consolidated statement of income. The total income tax benefit recognized in the income statement for share-based compensation agreements for the three and six-months ended July 1, 2006 was \$237,000 and \$322,000, respectively. The adoption of SFAS 123R also resulted in the inclusion in cash flows from financing activities of \$965,000 of total tax benefits realized from stock options exercised during the first six months of 2006 that would have been reflected in cash flows from operating activities prior to the adoption of SFAS 123R.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 10. Stock-Based Compensation (continued)

Stock Options - There were no stock options granted in the first six months of 2006. For the first six months of 2005, the fair value of each option grant was estimated on the grant date using the Black-Scholes option-pricing model, assuming no expected dividends, with the following assumptions:

	Six Months Ended July 2, 2005
Options Granted	115,000
Weighted-average Exercise Price	\$ 19.28
Weighted-average Grant Date Fair Value	\$ 8.10
Expected Life (in years)	5
Volatility	42%
Risk-Free Interest Rate	3.89%

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

A summary of the Company's stock option activity for the six months ended July 1, 2006 is as follows:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value (In thousands)
Options Outstanding at December 31, 2005	1,699	\$15.82		
Granted	-	-		
Exercised	(334)	\$13.09		
Forfeited / Expired	(8)	\$37.70		
Options Outstanding at July 1, 2006	1,357	\$16.36	2.9	\$10,911
Options Exercisable at July 1, 2006	1,243	\$15.88	2.6	\$10,503

The total intrinsic value of options exercised (i.e., the difference between the market price at exercise and the price paid by the employee to exercise the options) during the six month periods ended July 1, 2006 and July 2, 2005, was \$3,051,000 and \$580,000, respectively. The aggregate intrinsic value of options outstanding and options exercisable as of July 1, 2006 is based on the difference between the closing price of the Company's common stock on July 1, 2006, which was \$23, and the exercise price of the applicable option. In calculating the aggregate intrinsic value, the Company excluded those options with an exercise price greater than the closing price per share of the Company's common stock as of July 1, 2006.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 10. Stock-Based Compensation (continued)

The Company received \$4,265,000 from stock option exercises during the six month period ended July 1, 2006. As of July 1, 2006, the Company had approximately \$178,000 of unrecognized compensation cost related to stock option awards that it expects to recognize as expense over a weighted average period of 1.4 years.

Restricted Stock - The Company grants shares to outside directors, which vest immediately, but are restricted from resale for three years from the date of award. In the first six months of 2006 and 2005, the Company awarded 20,000 shares and 17,500 shares, respectively, of its restricted common stock with an aggregate value of \$478,000 and \$352,000, respectively, to its outside directors.

For periods prior to the adoption of SFAS 123R, the Company elected to follow the accounting under APB Opinion No. 25 and related interpretations to account for its stock-based compensation plans. For these prior periods, no stock-based employee compensation cost related to stock option awards is reflected in net income, as all options granted under the plans had an exercise price equal to the market price of the underlying common stock on the date of grant.

The following table illustrates the impact on net income and earnings per share as if the Company had applied the fair value recognition provisions of SFAS 123 to the Company's stock-based employee compensation for the three- and six-month periods ended July 2, 2005.

(In thousands, except per share amounts)	Three Months Ended July 2, 2005	Six Months Ended July 2, 2005
Income from Continuing Operations	\$ 3,147	\$ 6,234
Income (Loss) from Discontinued Operation	207	(156)
	-----	-----
Net Income As Reported	3,354	6,078
Deduct: Total stock-based employee compensation expense determined under the fair-value-based method for all awards, net of tax	(147)	(349)
	-----	-----
Pro forma net income	\$ 3,207	\$ 5,729
	=====	=====
Basic Earnings per Share:		
As reported:		
Income from continuing operations	\$ .23	\$ .45
Net income	\$ .24	\$ .44
Pro forma:		
Income from continuing operations	\$ .22	\$ .42
Net income	\$ .23	\$ .41
Diluted Earnings per Share:		
As reported:		
Income from continuing operations	\$ .22	\$ .44
Net income	\$ .24	\$ .43
Pro forma:		
Income from continuing operations	\$ .21	\$ .41
Net income	\$ .23	\$ .40

KADANT INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

11. Employee Benefit Plans

Defined Benefit Pension Plans and Post-Retirement Welfare Benefit Plans

The Company's Kadant Web Systems subsidiary has a noncontributory defined benefit retirement plan. Benefits under the plan are based on years of service and employee compensation. Funds are contributed to a trustee as necessary to provide for current service and for any unfunded projected benefit obligation over a reasonable period. Effective December 31, 2005, this plan was closed to new participants. This same subsidiary has a post-retirement welfare benefit plan (included in the table below in "Other Benefits"). No future retirees are eligible for this post-retirement welfare benefit plan and the plan includes limits on the subsidiary's contributions.

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

The Company's Kadant Johnson subsidiary also offers a post-retirement welfare benefit plan (included in the table below in "Other Benefits") to its U.S. employees upon attainment of eligible retirement age.

The components of the net periodic benefit cost for the pension benefits and other benefits plans in the three- and six-month periods ended July 1, 2006 and July 2, 2005 are as follows:

(In thousands)	Three Months Ended July 1, 2006		Three Months Ended July 2, 2005	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Components of Net Periodic Benefit Cost:				
Service cost	\$ 181	\$ 59	\$ 182	\$ 84
Interest cost	260	91	250	79
Expected return on plan assets	(354)	-	(351)	-
Recognized net actuarial loss (gain)	13	8	(1)	9
Amortization of prior service cost (income)	12	(14)	12	(12)
Net periodic benefit cost	\$ 112	\$ 144	\$ 92	\$ 160
The weighted-average assumptions used to determine net periodic benefit cost are as follows:				
Discount rate	5.75%	5.30%	6.00%	5.00%
Expected long-term return on plan assets	8.50%	-	8.50%	-
Rate of compensation increase	4.00%	2.00%	4.00%	2.50%

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 11. Employee Benefit Plans (continued)

(In thousands)	Six Months Ended July 1, 2006		Six Months Ended July 2, 2005	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
Components of Net Periodic Benefit Cost:				
Service cost	\$ 376	\$ 118	\$ 357	\$ 118
Interest cost	524	182	503	119
Expected return on plan assets	(707)	-	(702)	-
Recognized net actuarial loss	30	16	-	17
Amortization of prior service cost (income)	24	(28)	24	(24)
Net periodic benefit cost	\$ 247	\$ 288	\$ 182	\$ 230
The weighted-average assumptions used to determine net periodic benefit cost are as follows:				
Discount rate	5.75%	5.30%	6.00%	5.10%
Expected long-term return on plan assets	8.50%	-	8.50%	-
Rate of compensation increase	4.00%	2.00%	4.00%	2.50%

No cash contributions are expected in 2006 for the Kadant Web Systems' noncontributory defined benefit retirement plan. For the remaining pension and post-retirement welfare benefit plans, no cash contributions, other than funding current benefit payments, are expected in 2006.

## 12. Discontinued Operation

On October 21, 2005, our Kadant Composites LLC subsidiary (Kadant Composites LLC) sold substantially all of its assets to LDI Composites Co. (the Buyer). As part of the sale transaction, Kadant Composites LLC retained the warranty obligations associated with products manufactured prior to the sale date. Kadant Composites LLC deposited \$3,500,000 of the sale proceeds into a special escrow fund administered by the Buyer to satisfy these warranty claims. During the second quarter of 2006, this special escrow fund was fully utilized and Kadant Composites LLC assumed responsibility for claims payment and processing.

Operating results for the composites business are as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
Revenues	\$ -	\$ 5,548	\$ -	\$10,784
Operating (Loss) Income	(1,140)	318	(1,432)	(240)
Interest Income	96	-	197	-
(Loss) Income Before Income Tax Benefit (Provision) (including \$130 loss on disposal in the first six months of 2006)	(1,044)	318	(1,235)	(240)
Income Tax Benefit (Provision)	417	(111)	494	84
(Loss) Income From Discontinued Operation	\$ (627)	\$ 207	\$ (741)	\$ (156)

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

## 12. Discontinued Operation (continued)

The major classes of assets and liabilities of the discontinued operation included in the accompanying condensed consolidated balance sheet are as follows:

(In thousands)	July 1, 2006	December 31, 2005
Cash and cash equivalents	\$ 5,113	\$ 5,743
Restricted cash	736	4,145
Other accounts receivable	629	1,545
Current deferred tax asset	2,110	2,110
Other assets	476	487
<b>Total Assets</b>	<b>9,064</b>	<b>14,030</b>
Accrued warranty costs	3,563	5,276
Other current liabilities	174	1,323
<b>Total Liabilities</b>	<b>3,737</b>	<b>6,599</b>
<b>Net Assets</b>	<b>\$ 5,327</b>	<b>\$ 7,431</b>

The restricted cash of \$736,000 as of July 1, 2006 represents the portion of the sale proceeds placed in escrow to satisfy certain indemnification obligations and associated interest. Other accounts receivable of \$629,000 represents the portion of the sales price held by the Buyer for one year to satisfy certain indemnification obligations.

All future activity associated with the warranty reserve will continue to be classified in the results of the discontinued operation in the Company's consolidated financial statements. As part of the sale transaction, Kadant Composites LLC retained the warranty obligations associated with products manufactured prior to the sale date. Through the sale date of October 21, 2005, Kadant Composites LLC offered a standard limited warranty to the original owner of its decking and roofing products, limited to repair or replacement of the defective product or a refund of the original purchase price.

Prior to the sale of the composites business, Kadant Composites LLC recorded an estimate for warranty-related costs at the time of sale based on its actual historical return rates and repair costs, as well as other analytical tools for estimating future warranty claims. These estimates are revised for variances between actual and expected claims rates. Kadant Composites LLC's analysis of expected warranty claims rates includes detailed assumptions associated with potential product returns, including the type of product sold, temperatures at the location of installation, density of boards, and other factors. Certain assumptions, such as the effect of weather conditions and high temperatures on the product installed, include inherent uncertainties that are subject to fluctuation, which could impact Kadant Composites LLC's future warranty provisions. Due to the highly subjective nature of these assumptions, Kadant Composites LLC has recorded its best estimate of the cost of expected warranty claims. It is reasonably possible that the ultimate settlement of such claims may exceed the amount recorded.

KADANT INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)

12. Discontinued Operation (continued)

A summary of the changes in accrued warranty costs in the first six months of 2006 and 2005 is as follows:

(In thousands)	Six Months Ended	
	July 1, 2006	July 2, 2005
Balance at Beginning of Period	\$ 5,276	\$ 4,327
Provision	969	633
Usage	(2,682)	(1,474)
Balance at End of Period	\$ 3,563 =====	\$ 3,486 =====

13. Subsequent Event

Recent Accounting Pronouncement

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes - An Interpretation of FASB Statement No. 109" (FIN 48). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with SFAS No. 109. FIN 48 prescribes a recognition and measurement method of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosures and transitions. FIN 48 will become effective in the first quarter of 2007. The Company is currently analyzing the effect that FIN 48 will have on its financial statements.

Item 2 - Management's Discussion and Analysis of Financial Condition and

Results of Operations

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This Quarterly Report on Form 10-Q includes forward-looking statements that are not statements of historical fact, and may include statements regarding possible or assumed future results of operations. Forward-looking statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management, using information currently available to our management. When we use words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "should," "likely," "will," "would," or similar expressions, we are making forward-looking statements.

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

Overview

Company Background

We are a leading supplier of equipment used in the global papermaking and paper recycling industry and are also a manufacturer of granules made from papermaking byproducts. Our continuing operations consist of one operating segment, Pulp and Papermaking Systems (Papermaking Systems), and two separate product lines, Fiber-based Products and Casting Products. We aggregate into the Papermaking Systems segment our businesses with similar economic characteristics, products and services, production processes, customers, and methods of distribution.

We were incorporated in Delaware in November 1991. On July 12, 2001, we changed our name to Kadant Inc. from Thermo Fibertek Inc. Our common stock is listed on the New York Stock Exchange, where it trades under the symbol "KAI".

Pulp and Papermaking Systems Segment

Our Papermaking Systems segment designs and manufactures stock-preparation systems and equipment, paper machine accessory equipment, water-management systems, and fluid-handling systems and equipment primarily for the paper and paper recycling industries. Our principal products include:

- Stock-preparation systems and equipment: custom-engineered systems and equipment, as well as standard individual components, for pulping, de-inking, screening, cleaning, and refining recycled and virgin fibers for preparation for entry into the paper machine during the production of recycled paper;

Overview (continued)

- Paper machine accessory equipment: doctoring systems and related consumables that continuously clean papermaking rolls to keep paper machines running efficiently; doctor blades made of a variety of materials to perform functions including cleaning, creping, web removal, and application of coatings; and profiling systems that control moisture, web curl, and gloss during paper production;
- Water-management systems: systems and equipment used to continuously clean paper machine fabrics and to drain, purify, and recycle process water during paper sheet formation; and
- Fluid handling systems and equipment: rotary joints, precision unions, steam and condensate systems, components, and controls used primarily in the dryer section of the papermaking process and during the production of corrugated boxboard, metals, plastics, rubber, and textiles.

Other

Our other business lines include our Fiber-based Products business and our Casting Products business.

Our Fiber-based Products business produces biodegradable, absorbent granules from papermaking byproducts for use primarily as carriers for agricultural, home lawn and garden, and professional lawn, turf and ornamental applications, as well as for oil and grease absorption.

Our Casting Products business manufactures grey and ductile iron castings.

Discontinued Operation

On October 21, 2005, our Kadant Composites LLC subsidiary (Kadant Composites LLC) sold substantially all the assets comprising its composites business to LDI Composites Co. (the Buyer). As part of the sale transaction, Kadant Composites LLC retained the warranty obligations associated with products manufactured prior to the sale date. Kadant Composites LLC deposited \$3.5 million of the sale proceeds into a special escrow fund administered by the Buyer to satisfy these warranty claims. During the second quarter of 2006, this special escrow fund was fully utilized and Kadant Composites LLC assumed responsibility for claims payment and processing. As of July 1, 2006, the accrued warranty reserve associated with the composites business was \$3.6 million. All future activity associated with this warranty reserve will continue to be classified in the results of the discontinued operation in our consolidated financial statements.

International Sales

During the first six months of 2006 and 2005, approximately 59% and 62%, respectively, of our sales were to customers outside the United States, principally in Europe and Asia. We generally seek to charge our customers in the same currency in which our operating costs are incurred. However, our financial performance and competitive position can be affected by currency exchange rate fluctuations affecting the relationship between the U.S. dollar and foreign currencies. We seek to reduce our exposure to currency fluctuations through the use of forward currency exchange contracts. We may enter into forward contracts to hedge certain firm purchase and sale commitments denominated in currencies other than our subsidiaries' functional currencies. These contracts hedge transactions principally denominated in U.S. dollars.

## Overview (continued)

## Application of Critical Accounting Policies and Estimates

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

Critical accounting policies are defined as those that reflect significant judgments and uncertainties, and could potentially result in materially different results under different assumptions and conditions. We believe that our most critical accounting policies, upon which our financial condition depends and which involve the most complex or subjective decisions or assessments, are those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the section captioned "Application of Critical Accounting Policies and Estimates" in Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2005, filed with the Securities and Exchange Commission. There have been no material changes to these critical accounting policies since fiscal year-end 2005 that warrant further disclosure, except for the adoption of SFAS 123R as noted below.

Our adoption of Statement of Financial Accounting Standards No. 123 (revised 2004), "Share Based Payment" (SFAS 123R), in the first quarter of 2006 requires that we recognize stock-based compensation expense associated with stock options in the statement of income, rather than disclose it in a pro forma footnote to our consolidated financial statements. Determining the amount of stock-based compensation to be recorded requires us to develop estimates to be used in calculating the grant-date fair value of stock options. We did not grant any stock options in the first six months of 2006. For options granted prior to January 1, 2006, we calculated the grant-date fair values using the Black-Scholes valuation model. The use of valuation models requires us to make estimates of the following assumptions:

Expected volatility - We derived the estimated stock price volatility based on a review of our actual historic stock prices commensurate with the expected life of the award.

Expected option life - Our estimate of an expected option life was derived based on a review of our historic option holding periods, including a consideration of the holding period inherent in currently vested but unexercised options. We believe that this historical data is currently the best estimate of the expected term of a new option.

Risk-free interest rate - We used the yield on zero-coupon U.S. Treasury securities for a period that is commensurate with the expected term assumption as the risk-free interest rate.

The amount of stock-based compensation recognized during a period is based on the value of the portion of the awards that are ultimately expected to vest. SFAS 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered option. Similar to the analysis for the expected option life, we reviewed historical forfeiture data and have applied an annual forfeiture rate of 2.5% to all unvested options as of December 31, 2005. We will reevaluate this analysis quarterly and adjust the forfeiture rate as necessary. Ultimately, we will recognize the actual expense over the vesting period only for the shares that vest.

## Overview (continued)

## Industry and Business Outlook

Our products are primarily sold to the pulp and paper industry. The paper industry had been in a prolonged downcycle for the past several years. The performance of paper producers, especially in North America, has been generally improving over the past year. However, paper producers are still being negatively affected by higher operating costs, especially higher energy and chemical costs. We believe paper companies are still cautious about increasing their capital and operating spending in the current market environment. We expect, however, if the financial performance of paper companies continues to improve, they will increase their capital and operating spending, which would have a positive effect on paper company suppliers, such as Kadant. We continue to concentrate our efforts on several initiatives intended to improve our operating results, including: (i) increasing aftermarket sales in China, (ii) increasing sales of paper machine accessories and water management products in China, (iii) increasing our use of low-cost manufacturing bases in China and Mexico, and (iv) penetrating new markets outside the paper industry. In addition, we continue to focus our efforts on managing our operating costs, capital expenditures, and working capital.

On May 11, 2005, we acquired all the outstanding stock of The Johnson Corporation (Kadant Johnson), a leading supplier of fluid-handling systems and equipment, including steam and condensate systems, components, and controls. These products are used primarily in the dryer section of the papermaking process and during the production of corrugated boxboards, metals, plastics, rubber, textiles, and food. Kadant Johnson was a privately held company based in Three Rivers, Michigan, with approximately 575 employees. The purchase price for the acquisition was approximately \$113.9 million, including \$101.5 million paid in cash at closing, \$1.7 million, which we expect to pay in the third quarter of 2006 in settlement of post-closing adjustments, \$4.8 million for acquisition-related costs the majority of which have been paid, and \$5.9 million of additional cash consideration we expect to pay over four years. The additional consideration of \$5.9 million relates to certain tax assets of Kadant Johnson, the value of which we expect to realize. We paid \$0.6 million of this additional consideration in the second quarter of 2006, and the remaining amount is due over the next four years as follows: 33% in 2007, 15% in both 2008 and 2009, and 37% in 2010.

On January 21, 2006, on behalf of our subsidiary Kadant Light Machinery (Jining) Co., Ltd. (Kadant Jining), we entered into an asset purchase agreement with Jining Huayi Light Industry Machinery Co., Ltd. (Huayi) to acquire substantially all the assets of Huayi, excluding accounts receivable and certain liabilities of the business, for approximately \$20 million, subject to adjustment (Huayi Acquisition). Huayi is a supplier of stock-preparation equipment in China with unaudited revenues of approximately \$15 million in 2005. On June 2, 2006 Kadant Jining assumed responsibility for the operation of the acquired business and purchased fixed assets consisting of machinery, equipment, and inventory, for approximately \$6.7 million, of which \$5.6 million was paid in cash and \$1.1 million will be paid over the next 19 months as certain obligations are satisfied. We expect that the acquisition of Huayi's buildings and land-use rights and payment of the remaining purchase price for the business will be completed in the third quarter of 2006. We plan to finance the remaining purchase obligation totaling approximately \$13.2 million, of which \$10.6 million will be paid in the third quarter of 2006 and the remaining \$2.6 million will be paid over the next 19 months as certain obligations are satisfied, through a combination of cash and borrowings in China.

We continue to pursue market opportunities outside placeNorth America. In the last several years, China has become a significant market for our stock-preparation equipment. To capitalize on this growing market, we have acquired a manufacturing and assembly business in China through our Huayi Acquisition for this equipment and related products, as well as for certain of our accessories and water-management products in the future. Revenues from China are primarily derived from large capital orders, the timing of which is often difficult to predict. At times our customers in China have experienced delays in obtaining financing for their capital addition and expansion projects due to efforts by the Chinese government to control economic growth, which are reflected in a slowdown in financing approvals in China's banking system. These delays can cause delays in receiving orders and, as a result, could delay our recognizing revenue on these projects to periods later than originally anticipated. We plan to use our new facility in China as a base for increasing our aftermarket business, which we believe will be more predictable.

KADANT INC.

Overview (continued)

Our 2006 guidance reflects expected revenues and earnings per share from continuing operations, which excludes the results from our discontinued operation. For the third quarter of 2006, we expect to earn between \$.35 and \$.37 per diluted share, on revenues of \$88 to \$90 million. The guidance reflects a projected tax rate of 32 percent for the second half of 2006 and some dilution related to the Huayi Acquisition. For the full year, we expect to earn between \$1.20 and \$1.28 per diluted share, an increase from our earlier estimate of between \$1.18 and \$1.25, on revenues of \$320 to \$330 million, revised from our previous estimate of \$300 to \$310 million. A portion of the revenue increase is related to the Huayi Acquisition.

Results of Operations

Second Quarter 2006 Compared With Second Quarter 2005

The following table sets forth our unaudited condensed consolidated statement of income expressed as a percentage of total revenues for the second fiscal quarters of 2006 and 2005. The results of operations for the fiscal quarter ended July 1, 2006 are not necessarily indicative of the results to be expected for the full fiscal year.

	Three Months Ended	
	July 1, 2006	July 2, 2005
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	63	62
Selling, general, and administrative expenses	25	28
Research and development expenses	2	2
	90	92
Operating Income	10	8
Interest Income	-	1
Interest Expense	(1)	(1)
Income from Continuing Operations Before Provision for Income Taxes and Minority Interest Expense	9	8
Provision for Income Taxes	3	3
Minority Interest Expense	-	-
Income from Continuing Operations	6	5
(Loss) Income from Discontinued Operation	-	-
Net Income	6%	5%

Revenues

Revenues increased \$24.5 million, or 38%, to \$89.6 million in the second quarter of 2006 from \$65.1 million in the second quarter of 2005. Revenues in the second quarter of 2006 included a \$14.7 million, or 224%, increase from stock-preparation equipment sales in China, which included \$0.7 million from Kadant Jining acquired in June 2006. Revenues in the second quarter of 2006 also included a \$10.0 million, or 90%, increase from Kadant Johnson, which was acquired in May 2005, and a \$0.1 million unfavorable effect of currency translation due to a stronger U.S. dollar relative to some of the functional currencies in countries in which we operate.

KADANT INC.

Results of Operations (continued)

Revenues for the second quarters of 2006 and 2005 from our Papermaking Systems segment and other businesses are as follows:

(In thousands)	Three Months Ended	
	July 1, 2006	July 2, 2005
Revenues:		
Pulp and Papermaking Systems	\$ 85,427	\$ 62,528
Other	4,140	2,558
	<u>\$ 89,567</u>	<u>\$ 65,086</u>

Pulp and Papermaking Systems Segment. Revenues at the Papermaking Systems segment increased to \$85.4 million in the second quarter of 2006 from \$62.5 million in the second quarter of 2005, an increase of \$22.9 million, or 37%. The increase in revenues in 2006 was due primarily to a \$14.7 million, or 24%, increase from stock-preparation equipment sales in China, which included \$0.7 million from Kadant Jining acquired in June 2006 and a \$9.4 million, or 89%, increase from Kadant Johnson primarily due to their inclusion for the full 2006 quarter. These increases were offset in part by a \$2.2 million, or 16%, decrease in sales of stock preparation equipment in our North America-based business.

The following table presents revenues at the Papermaking Systems segment by product line, the changes in revenues by product line between the second quarter of 2006 and 2005, and the changes in revenues by product line between the second quarter of 2006 and 2005 excluding the effect of currency translation. The presentation of the changes in revenues by product line, excluding the effect of currency translation is a non-GAAP (generally accepted accounting principles) measure. We believe this non-GAAP measure helps investors gain a better understanding of our underlying operations, consistent with how management measures and forecasts our performance, especially when comparing such results to prior periods.

(In millions)	Three Months Ended		Increase (Decrease)	Increase (Decrease) Excluding Effect of Currency Translation
	July 1, 2006	July 2, 2005		
Product Line:				
Stock-Preparation Equipment	\$ 40.9	\$ 29.2	\$ 11.7	\$ 12.1
Fluid Handling	20.0	10.6	9.4	9.0
Accessories	14.4	15.3	(0.9)	(0.9)
Water-Management	9.5	7.0	2.5	2.6
Other	0.6	0.4	0.2	0.2
	<u>\$ 85.4</u>	<u>\$ 62.5</u>	<u>\$ 22.9</u>	<u>\$ 23.0</u>

KADANT INC.

Results of Operations (continued)

Revenues from the segment's stock-preparation equipment product line increased \$11.7 million, or 40%, in the second quarter of 2006 compared to the second quarter of 2005, including a \$0.4 million decrease from the unfavorable effect of currency translation. Excluding the effect of currency translation, revenues from the stock-preparation equipment product line increased \$12.1 million, or 42%, due to a \$14.7 million, or 224%, increase in sales in China due to several large systems orders received in the first six months of 2006, offset in part by a \$2.2 million, or 16%, decrease in sales in our North American-based business. The decrease in sales in our North American-based business was primarily due to strong sales of our Chemi-Washer(TM) products in the second quarter of 2005.

Revenues from the fluid-handling product line increased \$9.4 million, or 89%, in the second quarter of 2006, including a \$0.4 million increase from the favorable effect of currency translation. This increase was primarily due to the inclusion of Kadant Johnson for a full quarter in 2006 compared to their inclusion from May 11, 2005 in the prior year period.

Revenues from the segment's accessories product line decreased \$0.9 million, or 6%, in the second quarter of 2006 compared to the second quarter of 2005 due primarily to a decrease in sales in Europe attributed in part to mill consolidations and machine shutdowns.

Revenues from the segment's water-management product line increased \$2.5 million, or 37%, in the second quarter of 2006 compared to the second quarter of 2005 due primarily to an increase in capital sales in North America and Europe.

Other. Revenues from the Fiber-based Products business increased \$1.0 million, or 49%, to \$3.1 million in the second quarter of 2006 from \$2.1 million in the second quarter of 2005 due to higher pricing and increased sales of Biodac(TM), our product family of biodegradable granules that we produce from papermaking byproducts. Revenues from our Casting Products business increased \$0.6 million in the second quarter of 2006 compared to the second quarter of 2005 due to the inclusion of Kadant Johnson for a full quarter in 2006 compared to their inclusion from May 11, 2005 in the prior year period.

Gross Profit Margin

Gross profit margin was 37% in the second quarter of 2006 compared to 38% in the second quarter of 2005.

Gross profit margins for the second quarters of 2006 and 2005 for our Papermaking Systems segment and our other businesses were as follows:

	Three Months Ended	
	July 1, 2006	July 2, 2005
Gross Profit Margin:		
Pulp and Papermaking Systems	37%	38%
Other	31	37
	---	---
	37%	38%

The gross profit margin at the Papermaking Systems segment was 37% and 38% in the second quarter of 2006 and 2005, respectively. The fluid handling product line contributed a 3% increase in gross profit margins in the second quarter of 2006, which was more than offset by lower margins in our stock-preparation product line as the revenue from this product line in the quarter was primarily derived from large capital orders that contained lower than normal margins. The gross profit margin at our other businesses decreased to 31% in the second quarter of 2006 from 37% in the second quarter of 2005 due to the inclusion of lower margins at the Casting Products business for the full 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

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KADANT INC.

Results of Operations (continued)

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues decreased to 25% in the second quarter of 2006 from 28% in the second quarter of 2005 primarily due to the increase in revenues. Selling, general, and administrative expenses increased to \$22.5 million in the second quarter of 2006 from \$18.5 million in the second quarter of 2005, an increase of \$4.0 million, or 22%. This increase was primarily due to a \$3.4 million increase associated with the inclusion of Kadant Johnson for a full quarter in 2006 compared to their inclusion from May 11, 2005 in the prior year period.

Research and development expenses were \$1.5 million and \$1.2 million in the second quarters of 2006 and 2005, respectively, and represented 2% of revenues in both periods.

Interest Income

Interest income decreased to \$0.3 million in the second quarter of 2006 from \$0.4 million in the second quarter of 2005 primarily due to lower average cash balances resulting from the May 2005 acquisition of Kadant Johnson.

Interest Expense

Interest expense increased to \$0.8 million in the second quarter of 2006 from \$0.5 million in the second quarter of 2005 due primarily to interest expense associated with the \$60.0 million in borrowings entered into in May 2005 to fund the Kadant Johnson acquisition.

Provision for Income Taxes

Our effective tax rate was 31% and 34% in the second quarters of 2006 and 2005, respectively. In the second quarter of 2006, we lowered our annual effective tax rate from 34% to 32% as a result of improved tax efficiencies in our foreign operations. This resulted in a \$0.2 million, or \$0.02 per diluted share, benefit in the second quarter of 2006.

Income from Continuing Operations

Income from continuing operations increased to \$5.6 million in the second quarter of 2006 from \$3.1 million in the second quarter of 2005, an increase of \$2.5 million, or 78%, due to the reasons outlined above.

(Loss) Income from Discontinued Operation

The discontinued operation had a net loss of \$0.6 million in the second quarter of 2006 compared to net income of \$0.2 million in the second quarter of 2005. Subsequent to the sale of Kadant Composites LLC in October 2005, the most significant component of the operating costs in the discontinued operation is any change associated with the warranty obligation. The net loss in the second quarter of 2006 was primarily due to \$1.0 million in pre-tax warranty expense.

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KADANT INC.

Results of Operations (continued)

First Six Months 2006 Compared With First Six Months 2005

The following table sets forth our unaudited condensed consolidated statement of income expressed as a percentage of total revenues for the first six months of 2006 and 2005. The results of operations for the first six months of 2006 are not necessarily indicative of the results to be expected for the full fiscal year.

	Six Months Ended	
	July 1, 2006	July 2, 2005
Revenues	100%	100%
Costs and Operating Expenses:		
Cost of revenues	63	62
Selling, general, and administrative expenses	27	29
Research and development expenses	2	2
	92	93
Operating Income	8	7
Interest Income	1	1
Interest Expense	(1)	(1)
Income from Continuing Operations Before Provision for Income Taxes and Minority Interest Expense	8	7
Provision for Income Taxes	3	2
Minority Interest Expense	-	-
Income from Continuing Operations	5	5
Loss from Discontinued Operation	-	-
Net Income	5%	5%

Revenues

Revenues increased \$49.3 million, or 43%, to \$165.2 million in the first six months of 2006 from \$115.8 million in the first six months of 2005. Revenues in the 2006 period included a \$28.4 million increase from Kadant Johnson, acquired in May 2005, and an \$18.1 million, or 148%, increase in stock-preparation sales in China, which included \$0.7 million from Kadant Jining acquired in June 2006. Revenues in the 2006 period also included a \$1.5 million unfavorable effect of currency translation due to a stronger U.S. dollar relative to some of the functional currencies in countries in which we operate.

Revenues by segment for the first six months of 2006 and 2005 were as follows:

(In thousands)	Six Months Ended	
	July 1, 2006	July 2, 2005
Revenues:		
Pulp and Papermaking Systems	\$156,500	\$110,099
Other	8,658	5,731
	\$165,158	\$115,830

KADANT INC.

Results of Operations (continued)

Pulp and Papermaking Systems Segment. Revenues at the Papermaking Systems segment increased \$46.4 million, or 42%, to \$156.5 million in the first six months of 2006 from \$110.1 million in the first six months of 2005. The increase in revenues in 2006 was due primarily to a \$28.4 million increase from Kadant Johnson primarily due to their inclusion for the full six months of 2006, and an \$18.1 million increase in revenues from stock-preparation equipment in China, including a \$0.7 million increase from Kadant Jining acquired in June 2006. Revenues in the first six months of 2006 include the unfavorable effect of currency translation described above, all of which related to this segment.

Revenues at the Papermaking Systems segment by product line were as follows:

(In millions)	Six Months Ended		Increase (Decrease)	Increase (Decrease) Excluding Effect of Currency Translation
	July 1, 2006	July 2, 2005		
Product Line:				
Stock-Preparation Equipment	\$ 71.8	\$ 53.8	\$ 18.0	\$ 19.4
Fluid Handling	39.0	10.6	28.4	28.0
Accessories	28.5	30.6	(2.1)	(1.6)
Water-Management	16.0	14.3	1.7	1.7
Other	1.2	0.8	0.4	0.4
	-----	-----	-----	-----
	\$ 156.5	\$ 110.1	\$ 46.4	\$ 47.9
	=====	=====	=====	=====

Revenues from the segment's stock-preparation equipment product line increased \$18.0 million, or 33%, in the first six months of 2006 compared to the first six months of 2005, including a \$1.4 million decrease from the unfavorable effect of currency translation. Excluding the effect of currency translation, revenues from the stock-preparation equipment product line increased \$19.4 million, or 36%, due to an \$18.1 million, or 148%, increase in sales in China and a \$1.6 million, or 7%, increase in sales in our North American business.

Revenues from the fluid handling product line increased \$28.4 million in the first six months of 2006, including a \$0.4 million increase from the favorable effect of currency translation. This increase was primarily due to the inclusion of Kadant Johnson for the full 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

Revenues from the segment's accessories product line decreased \$2.1 million, or 7%, in the first six months of 2006 compared to the first six months of 2005, including a \$0.5 million decrease from the unfavorable effect of currency translation. Excluding the effect of currency translation, revenues from the segment's accessories product line decreased \$1.6 million, or 5%, due to a decrease in sales in North America and Europe.

Revenues from the segment's water-management product line increased \$1.7 million, or 12%, in the first six months of 2006 compared to the first six months of 2005, due primarily to an increase in capital sales in North America.

Other. Revenues from the Fiber-based Products business increased \$1.4 million, or 27%, to \$6.6 million in the first six months of 2006 from \$5.2 million in the first six months of 2005 due to increased sales of our Biodac(TM) products. Revenues from our Casting Products business increased \$1.5 million in the first six months of 2006 due to the inclusion of Kadant Johnson for the entire 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

KADANT INC.

Results of Operations (continued)

Gross Profit Margin

Gross profit margin was 37% in the first six months of 2006 compared to 38% in the first six months of 2005.

Gross profit margins for the first six months of 2006 and 2005 for our Papermaking Systems segment and our other businesses were as follows:

	Six Months Ended	
	July 1, 2006	July 2, 2005
Gross Profit Margin:		
Pulp and Papermaking Systems	38%	37%
Other	30	40
	--	--
	37%	38%

The gross profit margin at the Papermaking Systems segment increased to 38% in the first six months of 2006 from 37% in the first six months of 2005. The fluid handling product line contributed a 5% increase in gross profit margins in the first six months of 2006, which was largely offset by lower margins in our stock-preparation product line as the revenue from this product line was primarily derived from large capital orders that contained lower than normal margins. The gross profit margin at our other businesses decreased to 30% in the first six months of 2006 from 40% in the first six months of 2005 due to the inclusion of lower margins at the Casting Products business for the full 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

Operating Expenses

Selling, general, and administrative expenses as a percentage of revenues decreased to 27% in the first six months of 2006 from 29% in the first six months of 2005 primarily due to the increase in revenues. Selling, general, and administrative expenses increased to \$44.6 million in the first six months of 2006 from \$33.4 million in the first six months of 2005, an increase of \$11.2 million, or 34%. This increase was primarily due to a \$10.7 million increase associated with the inclusion of Kadant Johnson for the full 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

Research and development expenses were \$3.0 million and \$2.3 million in the first six months of 2006 and 2005, respectively, and represented 2% of revenues in both periods. The \$1.3 million increase in research and development expenses was primarily the result of the inclusion of Kadant Johnson for the full 2006 period compared to their inclusion from May 11, 2005 in the prior year period.

On January 1, 2006, we adopted SFAS 123R using the modified prospective method. We calculate compensation cost on the date of grant using the fair value of the options as determined by the Black-Scholes valuation model. In the first six months of 2006, we recognized \$0.2 million, or \$.01 per diluted share, associated with stock-based compensation expense as a result of the adoption of SFAS 123R. Prior to the adoption of SFAS 123R, we accounted for share-based payments to employees using Accounting Principles Board Opinion No. 25's (APB 25), "Accounting for Stock Issued to Employees," intrinsic value method and, as such, generally recognized no compensation cost for employee stock options. The adoption of SFAS 123R under the modified prospective method allowed us to recognize compensation cost beginning with the effective date (a) based on the requirement of SFAS 123R for all share-based payments granted after the effective date and (b) based on the requirements of SFAS 123 for all awards granted to employees prior to the effective date of SFAS 123R that remain unvested on the effective date. Under the modified prospective method, prior periods are not restated for the effect of SFAS 123R.

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KADANT INC.

Results of Operations (continued)

As of July 1, 2006, the total compensation cost related to unvested stock option awards not yet recognized in the condensed consolidated statement of income was approximately \$0.2 million, which will be recognized over a weighted average period of 1.4 years.

Interest Income

Interest income decreased to \$0.5 million in the first six months of 2006 from \$0.9 million in the first six months of 2005 primarily due to lower average cash balances resulting from the May 2005 acquisition of Kadant Johnson.

Interest Expense

Interest expense increased to \$1.6 million in the first six months of 2006 from \$0.5 million in the first six months of 2005 due primarily to interest expense associated with the \$60.0 million in borrowings entered into in May 2005 to fund the Kadant Johnson acquisition.

Provision for Income Taxes

Our effective tax rate was 32% and 23% in the first six months of 2006 and 2005, respectively. In the second quarter of 2006, we lowered our annual effective tax rate from 34% to 32% as a result of improved tax efficiencies in our foreign operations, which resulted in a \$0.2 million, or \$0.02 per diluted share, benefit in the first six months of 2006. The 23% effective tax rate in the first six months of 2005 consisted of our 34% recurring tax rate, offset by an 11% non-recurring tax benefit associated with a reimbursement of \$0.9 million received from our former parent company, Thermo Electron Corporation (Thermo Electron), pursuant to our tax matters agreement for tax years in which we were included in Thermo Electron's consolidated tax return.

Income from Continuing Operations

Income from continuing operations increased to \$8.4 million in the first six months of 2006 from \$6.2 million in the first six months of 2005, an increase of \$2.1 million, or 34%, due to the reasons outlined above.

Loss from Discontinued Operation

The loss from our discontinued operation increased to \$0.7 million in the first six months of 2006 from \$0.2 million in the first six months of 2005. Subsequent to the sale of Kadant Composites LLC in October 2005, the most significant component of the operating costs in the discontinued operation is any change associated with the warranty obligation. The net loss in the first six months of 2006 was primarily due to \$1.0 million in pre-tax warranty expense.

Liquidity and Capital Resources

Consolidated working capital, including the discontinued operation, was \$88.5 million at July 1, 2006, compared with \$75.4 million at December 31, 2005. Included in working capital are cash and cash equivalents of \$43.4 million at July 1, 2006, compared with \$40.8 million at December 31, 2005. At July 1, 2006, \$33.7 million of cash and cash equivalents were held by our foreign subsidiaries.

## Liquidity and Capital Resources (continued)

## First Six Months of 2006

Our operating activities used cash of \$3.8 million in the first six months of 2006, including \$0.3 million used by continuing operations and \$3.5 million used by the discontinued operation. The cash used by operating activities in the first six months of 2006 was primarily due to an increase in unbilled contract costs and fees of \$15.7 million, an increase in accounts receivable of \$6.2 million, and an increase in inventories of \$2.3 million. These increases were primarily associated with an increase in contracts in our stock preparation product line recognized under the percentage-of-completion method. An additional \$5.0 million of cash was used in the first six months of 2006 due to a reduction of other current liabilities. The reduction of other current liabilities was due primarily to a decrease of \$4.4 million in billings in excess of contract costs and fees due to the timing of contracts recognized under the percentage-of-completion method and a decrease of \$4.1 million in accrued restructuring costs due to payments made in the first six months of 2006, offset by an increase in other current liabilities of \$3.5 million. Offsetting these uses of cash in the first six months of 2006 was a \$17.2 million source of cash associated with an increase in accounts payable. In addition, cash was provided in the first six months of 2006 from \$8.4 million of income from continuing operations, and a non-cash charge of \$3.8 million for depreciation and amortization expense. The \$3.5 million of cash used by the discontinued operation was primarily related to the payment of \$2.7 million for warranty claims and the payment of \$1.2 million in accrued expenses to reimburse the Buyer for claims paid on our behalf.

Our investing activities used cash of \$2.4 million in the first six months of 2006, including \$6.6 million used by continuing operations and \$4.2 million provided by the discontinued operation. We used cash of \$5.6 million in our continuing operations to complete the purchase of certain fixed assets of Huayi. We also used \$1.1 million in our continuing operations to purchase property, plant, and equipment. The cash provided by the discontinued operation of \$4.2 million relates to the reduction of restricted cash of \$3.4 million held in escrow to satisfy warranty claims and the cash proceeds of \$0.8 million received in the first quarter of 2006 from the Buyer of the assets of Kadant Composites LLC for post-closing adjustments.

Our financing activities provided cash of \$7.2 million in the first six months of 2006 related entirely to our continuing operations. We received \$10.0 million in proceeds from a commercial real estate loan entered into in May 2006 and \$5.0 million in loan proceeds in June 2006 associated with the Huayi Acquisition. In addition, we received \$4.3 million of proceeds from the issuance of common stock in connection with the exercise of employee stock options. We used cash of \$12.3 million in the first six months of 2006 for principal payments on our term loan. We also paid \$0.6 million to the sellers of Kadant Johnson associated with the first installment due for additional consideration related to anticipated tax benefits.

## First Six Months of 2005

Our operating activities provided cash of \$4.5 million during the first six months of 2005, including \$4.9 million provided by our continuing operations and \$0.4 million used by the discontinued operation. The cash provided by our continuing operations was primarily due to income from continuing operations of \$6.2 million, a decrease in inventories of \$3.1 million, and a non-cash charge for depreciation and amortization expense of \$2.7 million. In addition, a decrease in accounts receivable in the first six months of 2005 provided an increase in cash of \$2.4 million primarily at the Papermaking Systems segment, due to the timing of payments. Offsetting these sources of cash was an increase in unbilled contract costs and fees which used cash of \$6.1 million in the first six months of 2005 and a decrease in other current liabilities which used cash of \$2.9 million. The cash used in the discontinued operation related primarily to a decrease in other current liabilities of \$0.8 million due primarily to a decrease in accrued warranty associated with \$1.5 million of warranty claims paid in the first six months of 2005 offset by a warranty provision of \$0.6 million. Offsetting this use of cash was a decrease in accounts receivable which provided cash of \$0.5 million.

KADANT INC.

Liquidity and Capital Resources (continued)

Our investing activities used cash of \$100.2 million during the first six months of 2005 primarily associated with our continuing operations. During the first six months of 2005, we used cash of \$101.4 million to acquire the stock of The Johnson Corporation.

Our financing activities provided cash of \$62.6 million in the first six months of 2005, related entirely to our continuing operations. During the first six months of 2005, we received proceeds of \$60 million from a term loan we entered into to fund a portion of the purchase price for Kadant Johnson. We also increased our short- and long-term obligations by \$4 million, which represents additional consideration for Kadant Johnson to be paid over five years. In addition, we used cash of \$2.1 million to purchase our common stock on the open market.

Additional Liquidity and Capital Resources

We completed our acquisition of Kadant Johnson on May 11, 2005 for approximately \$113.9 million, of which \$101.5 million was paid in cash at closing, \$1.7 million, which we expect to pay in the third quarter of 2006 in settlement of post-closing adjustments, \$4.8 million for acquisition-related costs the majority have been paid, and \$5.9 million we expect to pay in annual installments through 2010 related to certain tax assets acquired from Kadant Johnson, the value of which we expect to realize. In the second quarter of 2006, we paid \$0.6 million of this additional consideration. The remaining balance, of which \$1.8 million is included in other current liabilities and \$3.5 million is included in other long-term liabilities in the accompanying condensed consolidated balance sheet, is due over the next four years as follows: 33% in May of 2007, 15% in both May 2008 and 2009, and 37% in May 2010. To fund \$60 million of the purchase price, we entered into a term loan and revolving credit facility (Credit Agreement) effective as of May 9, 2005, and as subsequently amended, in the aggregate principal amount of up to \$95 million, including a \$35 million revolver. The Credit Agreement includes a \$60 million term loan, which is repayable in quarterly installments over a five-year period. The current remaining aggregate principal amount to be repaid each year is as follows: \$4.5 million, \$10.5 million, \$13.5 million, and \$14.8 million in 2006, 2007, 2008, and 2009, respectively.

The amount we are able to borrow under the revolving line of credit is the total borrowing capacity less any outstanding letters of credit and multi-currency borrowings issued under the Credit Agreement. As of July 1, 2006, we had \$14.4 million of borrowing capacity under the revolving line of credit.

Our obligations under the Credit Agreement may be accelerated upon the occurrence of an event of default under the Credit Agreement, which include customary events of default including, without limitation, payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy- and insolvency-related defaults, defaults relating to such matters as ERISA, uninsured judgments and the failure to pay certain indebtedness, and a change-of-control default.

In addition, the Credit Agreement contains negative covenants applicable to us and our subsidiaries, including financial covenants requiring us to comply with a maximum consolidated leverage ratio of 3.0, which is lowered to 2.5 in certain circumstances including when we make a material acquisition, and a minimum consolidated fixed charge coverage ratio of 1.5. Pursuant to an amendment to the Credit Agreement effective December 28, 2005, this maximum consolidated leverage ratio is increased from 2.5 to 2.75 in the second and third quarter of 2006 due to the Huayi Acquisition. In addition to the financial covenants, we are also required to comply with covenants related to restrictions on liens, indebtedness, fundamental changes, dispositions of property, making certain restricted payments (including dividends and stock repurchases), investments, transactions with affiliates, sale and leaseback transactions, swap agreements, changing our fiscal year, negative pledges, arrangements affecting subsidiary distributions, and entering into new lines of business. As of July 1, 2006, we were in compliance with these covenants.

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KADANT INC.

Liquidity and Capital Resources (continued)

The loans under the Credit Agreement are guaranteed by certain of our domestic subsidiaries and secured by a pledge of 65% of the stock of our first-tier foreign subsidiaries and our subsidiary guarantors pursuant to a guarantee and pledge agreement effective May 9, 2005 in favor of JPMorgan Chase Bank, N.A., as agent on behalf of the lenders.

On May 4, 2006, we borrowed \$10 million under a promissory note (Loan) from Citizens Bank of Massachusetts (Lender). The Loan is repayable in quarterly installments of \$125 thousand over a ten-year period with the remaining principal balance of \$5 million due upon maturity. Interest on the Loan accrues and is payable quarterly in arrears at one of the following rates selected by us (a) the prime rate or (b) the three-month London Inter-Bank Offered Rate (LIBOR) plus a 1% margin. The Loan is guaranteed and secured by real estate and related personal property of Kadant and certain of its domestic subsidiaries, located in Theodore, Alabama; Auburn, Massachusetts; Three Rivers, Michigan; and Queensbury, New York, pursuant to mortgage and security agreements dated May 4, 2006 (Mortgage and Security Agreements).

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

On May 5, 2006, we used \$7.8 million of the proceeds from the Loan to prepay a portion of our existing variable-rate term loan under the Credit Agreement.

To hedge the exposure to movements in the variable interest rate on the Loan, on May 3, 2006, we entered into a swap agreement with Citizens Bank of Massachusetts effective May 5, 2006, which converts the Loan from a floating rate to a fixed rate of interest. The swap agreement has a ten-year term, the same quarterly payment dates as the Loan, and reduces in line with the amortization of the Loan. The swap agreement automatically terminates in the event there are no outstanding borrowings under the Credit Agreement (or successor credit facility), the Loan, or any other borrowing under which Citizens Bank of Massachusetts is a lender. Under the swap agreement, we will receive a three-month LIBOR rate and pay a fixed rate of interest of 5.63%. The net effect on interest expense for the Loan is that we will pay a fixed interest rate of 6.63% (the sum of the 5.63% fixed rate under the swap agreement and the applicable margin of 1% on the loan). The guarantee and default provisions of the Credit Agreement (and any successor credit facility) and the Loan, including those contained in the Mortgage and Security Agreement, also apply to the swap agreement.

## Liquidity and Capital Resources (continued)

On January 21, 2006, on behalf of our subsidiary Kadant Jining, we entered into an asset purchase agreement with Huayi to acquire substantially all of the assets of Huayi, excluding accounts receivable and certain liabilities of the business, for approximately \$20 million, subject to adjustment. Huayi is a supplier of stock-preparation equipment in China with unaudited revenues of approximately \$15 million in 2005. On June 2, 2006, Kadant Jining assumed responsibility for the operation of the acquired business and completed the acquisition of fixed assets consisting of machinery, equipment, and inventory, for approximately \$6.7 million, of which \$5.6 million was paid in cash and \$1.1 million will be paid over the next 19 months as certain obligations are satisfied. On June 6, 2006, Kadant Jining borrowed 40 million Chinese Renminbi, or \$5.0 million, under a 47 month interest-only loan with Bank of China Limited. Interest on this loan accrues and is payable quarterly in arrears based on the interest rate published by Bank of China Limited for a loan of the same term less 10%. The acquisition of Huayi's buildings and land-use rights, and payment of the remaining purchase price for the business are expected to be completed in the third quarter of 2006 upon the issuance of required governmental certificates. The remaining purchase obligation is approximately \$13.2 million, which includes \$1.9 million of cash to be acquired. We plan to finance the remaining purchase obligation, of which \$10.6 million will be paid in the third quarter of 2006 and \$2.6 million will be paid over the next 19 months as certain obligations are satisfied, through a combination of cash and borrowings in China.

On May 6, 2005, our board of directors authorized the repurchase of up to \$15.0 million of our equity securities in the open market or in negotiated transactions for the period from May 18, 2005 through May 18, 2006. As of July 1, 2006, we had repurchased 376,700 shares of our common stock for \$7.1 million under this authorization. On May 3, 2006, our board of directors authorized the repurchase of up to \$15.0 million of our equity securities in the open market or in negotiated transactions for the period from May 18, 2006 through May 18, 2007. As of July 1, 2006, no purchases had been made under this new authorization. From July 2, 2006 through August 9, 2006, we purchased 49,500 shares for \$1.1 million under this new authorization.

It is our practice to reinvest indefinitely the earnings of our international subsidiaries, except in instances in which we can remit such earnings without a significant associated tax cost. Through July 1, 2006, we have not provided for U.S. income taxes on approximately \$57.7 million of unremitted foreign earnings. We believe that any U.S. tax liability due upon remittance of such earnings would be immaterial due to the availability of U.S. foreign tax credits generated from such remittance. The related foreign tax withholding, which would be required if we remitted the foreign earnings to the U.S., would be approximately \$2.4 million.

On October 21, 2005, Kadant Composites LLC sold its composites business, presented as a discontinued operation in the accompanying condensed consolidated financial statements. As part of the transaction, Kadant Composites LLC retained the warranty obligation associated with products manufactured prior to the sale date. At July 1, 2006, the warranty reserve for the composites business was \$3.6 million. Our liquidity and consolidated results will continue to be impacted by future cash payments for warranty claims and any adjustments to this warranty obligation. Adjustments to our results for these items will continue to be classified within the results for the discontinued operation in our consolidated financial statements.

Excluding the completion of the Huayi Acquisition, we currently have no material commitments for capital expenditures. We plan to make expenditures of approximately \$3.0 million during the remainder of 2006 for property, plant, and equipment.

In the future, our liquidity position will be primarily affected by the level of cash flows from operations and the amount of cash expended on the Huayi Acquisition, debt repayments, capital projects, stock repurchases, or additional acquisitions, if any. We believe that our existing resources, together with the cash available from our Credit Agreement, cash proceeds from additional borrowings we anticipate entering into in China to complete the Huayi Acquisition, and the cash we expect to generate from continuing operations, will be sufficient to meet the capital requirements of our current operations for the foreseeable future.

Item 3 - Quantitative and Qualitative Disclosures About Market Risk  
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Our exposure to market risk from interest rates and foreign currency exchange rates has not changed materially from our exposure at year-end 2005.

Item 4 - Controls and Procedures  
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(a) Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of July 1, 2006. The term "disclosure controls and procedures," as defined in Securities Exchange Act Rules 13a-15(e) and 15d-15(e), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports that it files or submits under the Securities Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Securities Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the evaluation of our disclosure controls and procedures as of July 1, 2006, our Chief Executive Officer and Chief Financial Officer concluded that as of July 1, 2006, our disclosure controls and procedures were effective at the reasonable assurance level.

(b) Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) occurred during the fiscal quarter ended July 1, 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1A - Risk Factors  
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In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we wish to caution readers that the following important factors, among others, in some cases have affected, and in the future could affect, our actual results and could cause our actual results in 2006 and beyond to differ materially from those expressed in any forward-looking statements made by us, or on our behalf.

Our business is dependent on the condition of the pulp and paper industry.

We sell products primarily to the pulp and paper industry, which is a cyclical industry. Generally, the financial condition of the global pulp and paper industry corresponds to the condition of the general economy, as well as to a number of other factors, including pulp and paper production capacity relative to demand. In recent years, the industry in certain geographic regions, notably North America, has been in a prolonged downcycle, resulting in decreased spending, mill closures, consolidations, and bankruptcies, all of which have adversely affected our business. As paper companies consolidate in response to market weakness, they frequently reduce capacity and postpone or even cancel capacity addition or expansion projects. These cyclical downturns can cause our sales to decline and adversely affect our profitability.

A significant portion of our international sales has, and may in the future, come from China.

During the first six months of 2006 approximately \$33.2 million, or 20%, of our revenues were to customers in China. Our operation of manufacturing facilities in China, as well as an increase in revenues there, will expose us to increased risk in the event of changes in the policies of the Chinese government, political unrest, unstable economic conditions, or other developments in China or in U.S.-China relations that are adverse to trade, including enactment of protectionist legislation or trade restrictions. Orders from customers in China, particularly for large systems that have been tailored to a customer's specific requirements, involve increased credit risk due to payment terms that are applicable to doing business in China. In addition, the timing of these orders is often difficult to predict.

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

During the first six months of 2006 approximately 59% of our sales were to customers outside the United States, principally in Europe and Asia. International revenues are subject to a number of risks, including the following:

- agreements may be difficult to enforce and receivables difficult to collect through a foreign country's legal system;
- foreign customers may have longer payment cycles;
- foreign countries may impose additional withholding taxes or otherwise tax our foreign income, impose tariffs, or adopt other restrictions on foreign trade; and
- the protection of intellectual property in foreign countries may be more difficult to enforce.

Although we seek to charge our customers in the same currency in which our operating costs are incurred, fluctuations in currency exchange rates may affect product demand and adversely affect the profitability in U.S. dollars of products we provide in international markets where payment for our products and services is made in their local currencies. Any of these factors could have a material adverse impact on our business and results of operations.

Risk Factors (continued)

We are subject to intense competition in all our markets.

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

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

On May 9, 2005, we entered into a Credit Agreement, as subsequently amended, consisting of a \$60 million five-year term loan and a \$35 million revolver. On May 11, 2005, we borrowed \$60 million to fund the acquisition of Kadant Johnson under the term loan. On May 4, 2006, we borrowed \$10 million under a ten-year variable-rate note and on June 6, 2006, we borrowed \$5 million under a 47 month variable-rate note. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs, which would have the effect of increasing our total leverage.

Our leverage could have negative consequences, including:

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

Our indebtedness bears interest at floating rates and as a result, our interest payment obligations on this indebtedness will increase if interest rates increase. To reduce the exposure to floating rates, we have converted 60% of the original term loan and the entire \$10 million note to fixed rates of interest through interest rate swap agreements.

Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive, and other factors beyond our control. Our business may not generate sufficient cash flows to meet these obligations or to successfully execute our business strategy. If we are unable to service our debt and fund our business, we may be forced to reduce or delay capital expenditures or research and development expenditures, seek additional financing or equity capital, restructure or refinance our debt, or sell assets. We may not be able to obtain additional financing or refinance existing debt or sell assets on terms acceptable to us or at all.

Risk Factors (continued)

Restrictions in our Credit Agreement may limit our activities.

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

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

We are also required to meet specified financial ratios under the terms of our Credit Agreement. Our ability to comply with these financial restrictions and covenants is dependent on our future performance, which is subject to prevailing economic conditions and other factors, including factors that are beyond our control such as foreign exchange rates, interest rates, changes in technology, and changes in the level of competition.

Our failure to comply with any of these restrictions or covenants may result in an event of default under our Credit Agreement and the Loan, which could permit acceleration of the debt under those instruments and require us to repay the debt before its scheduled due date.

If an event of default occurs, we may not have sufficient funds available to make the required payments under our indebtedness. If we are unable to repay amounts owed under our debt agreements, those lenders may be entitled to foreclose on and sell the collateral that secures our borrowings under the agreements.

Our Kadant Composites LLC subsidiary is responsible for certain continued warranty obligations associated with its former composites business, even though it has disposed of this business.

On October 21, 2005, Kadant Composites LLC sold its composites business. As part of the transaction, Kadant Composites LLC retained the warranty obligation associated with products manufactured prior to the sale date. Our consolidated results will continue to be impacted by these warranty obligations and we may be unable to accurately predict the potential liabilities related to these product warranties. In 2003 and 2004, Kadant Composites LLC experienced a significant increase in warranty claims and warranty expense related to its composite decking products including, but not limited to, contraction of certain deck boards and excessive oxidation that affects the integrity of the plastic used in some of its decking products. Included in the increased warranty expense was the cost of exchanging material held by its distributors with new material that, we believe, is not susceptible to this oxidation issue, and our best estimate of future potential costs related to valid claims arising from installed products. In 2005, Kadant Composites LLC experienced a higher-than-expected level of warranty claims associated with previously identified product issues. Kadant Composites LLC assesses the adequacy of the warranty reserve each quarter and increases the warranty provision as needed; however, the reserve established may not be sufficient if Kadant Composites LLC incurs warranty claims higher than anticipated. It is reasonably possible that the ultimate settlement of such warranty claims may exceed the amount of the warranty reserve. In addition, there can be no assurance that other problems will not develop. A continued high level of warranty claims or expenses would have an adverse impact on the warranty reserve and would adversely affect our consolidated results.

Risk Factors (continued)

Our inability to successfully integrate Kadant Johnson into our business could have a material adverse effect on our business.

On May 11, 2005, we acquired Kadant Johnson. The integration of Kadant Johnson into our business involves the merger of employees, products, and services over multiple U.S. and international locations. We may not be successful in integrating this business into our current structure, or in obtaining the anticipated cost savings or synergies from the acquisition. To meet our quarterly certification requirements and in anticipation of incorporating Kadant Johnson into our 2006 Sarbanes-Oxley compliance process, we will also be performing a detailed review of Kadant Johnson's internal control structure to ensure that its controls over financial reporting are consistent with our policies and procedures. Given the multi-location structure of the Kadant Johnson business, this review will take significant time and effort, similar to our Sarbanes-Oxley compliance efforts in 2004, and will involve significant cost. During this process, we may identify control deficiencies. Our ability to realize the value of the goodwill and other intangibles recorded for this acquisition will depend on the future cash flows of the Kadant Johnson business. If these future cash flows are below what we anticipated, we may incur future impairment losses associated with goodwill and intangibles, which could have a material adverse effect on our results of operations.

Our inability to successfully integrate Kadant Jining or to complete the acquisition of the remaining assets could adversely affect our business.

Our strategy includes the ability to manufacture components and equipment in low-cost regions such as China. We recently entered into an asset purchase agreement to acquire a Chinese supplier of stock-preparation equipment. On June 2, 2006, our subsidiary, Kadant Light Machinery (Jining) Co., Ltd. (Kadant Jining) assumed responsibility for the operation of the acquired business and completed the acquisition of fixed assets consisting of machinery, equipment and inventory. In the third quarter of 2006, we expect to complete the remaining portion of the acquisition which includes acquiring the land use rights and buildings. The completion of this acquisition is subject to the satisfaction of closing conditions, including obtaining required governmental certificates, and we may not be able to complete this acquisition on favorable terms or on a timely basis. Our inability to successfully acquire title to all of the assets would delay the implementation of our strategy to manufacture parts and components for stock-preparation equipment in a low-cost region, and could adversely affect our ability to compete cost-effectively in Asia and other markets.

We will be working on integrating Kadant Jining into our business, and in anticipation of incorporating them into our 2007 Sarbanes-Oxley compliance process, we will be reviewing their internal control structure to ensure that their controls over financial reporting are consistent with our policies and procedures. We may identify control deficiencies during this process and we may not be successful in integrating Kadant Jining into our business or obtaining the anticipated cost savings or synergies from the acquisition.

## Risk Factors (continued)

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

Our strategy includes the acquisition of technologies and businesses that complement or augment our existing products and services. Promising acquisitions are difficult to identify and complete for a number of reasons, including competition among prospective buyers and the need for regulatory, including antitrust, approvals. We do incur costs from time to time associated with potential acquisitions, which are deferred during the due diligence phase. Future operating results could be negatively impacted in any quarter in which we determine that a potential acquisition will not close and such associated costs are expensed. Any acquisition we may complete may be made at a substantial premium over the fair value of the net assets of the acquired company. We may not be able to complete future acquisitions, integrate any acquired businesses successfully into our existing businesses, make such businesses profitable, or realize anticipated cost savings or synergies, if any, from these acquisitions. In addition, we have previously acquired several companies and businesses and, as a result, we have recorded significant goodwill and intangible assets on our balance sheet. Any future impairment losses identified will be recorded as reductions to operating income, which could have a material adverse effect on our results of operations. Our ability to realize the value of the goodwill and intangibles that we have recorded will depend on the future performance and cash flows of these businesses, which will depend, in part, on how well we have integrated these businesses.

Our inability to obtain the anticipated benefits from the restructuring of our Kadant Lamort subsidiary would have a negative effect on our future operating results.

In an effort to improve operating performance at our Kadant Lamort subsidiary in France, we approved a restructuring of that subsidiary on November 18, 2004. This restructuring was intended to strengthen Kadant Lamort's competitive position in the European paper industry. We accrued a restructuring charge of \$9.2 million in the fourth quarter of 2004 for severance and other termination costs in connection with the workforce reduction. If we are unable to obtain the anticipated benefits from this restructuring, our future operating results will be negatively impacted.

Natural gas is a significant cost in the manufacture of our fiber-based granular products, and our results from operations will be adversely affected by continued high natural gas costs.

We use natural gas in the production of our fiber-based granular products, the price of which is subject to fluctuation. We seek to manage our exposure to natural gas price fluctuations by entering into short-term forward contracts to purchase specified quantities of natural gas from a supplier. We may not be able to effectively manage our exposure to natural gas price fluctuations. Continued high costs of natural gas will adversely affect our consolidated results if we are unable to effectively manage our exposure or pass these costs on to customers in the form of surcharges.

We are dependent on two mills for the raw material used in our fiber-based granules, and we may not be able to obtain raw material on commercially reasonable terms.

We are dependent on two paper mills for the fiber used in the manufacture of our fiber-based granular products. These mills have the exclusive right to supply the papermaking byproducts used in the manufacturing process. Due to manufacturing changes at the mills, we recently had some difficulty obtaining sufficient raw material to operate at optimal production levels. We are working with the mills to ensure a stable supply of raw material. To date, we have been able to meet all of our customer delivery requirements, but there can be no assurance that we will be able to meet future delivery requirements. Although we believe our relationship with the mills is good, the mills could decide not to renew the contract when it expires at the end of 2007, or may not agree to renew on commercially reasonable terms. If the mills were unable or unwilling to supply us sufficient fiber, we would be forced to find an alternative supply for this raw material. We may be unable to find an alternative supply on commercially reasonable terms or could incur excessive transportation costs if an alternative supplier were found, which would increase our manufacturing costs and might prevent prices for our products from being competitive.

Risk Factors (continued)

Our inability to protect our intellectual property could have a material adverse effect on our business. In addition, third parties may claim that we infringe their intellectual property, and we could suffer significant litigation or licensing expense as a result.

We place considerable emphasis on obtaining patent and trade secret protection for significant new technologies, products, and processes because of the length of time and expense associated with bringing new products through the development process and into the marketplace. Our success depends in part on our ability to develop patentable products and obtain and enforce patent protection for our products both in the United States and in other countries. We own numerous U.S. and foreign patents, and we intend to file additional applications, as appropriate, for patents covering our products. Patents may not be issued for any pending or future patent applications owned by or licensed to us, and the claims allowed under any issued patents may not be sufficiently broad to protect our technology. Any issued patents owned by or licensed to us may be challenged, invalidated, or circumvented, and the rights under these patents may not provide us with competitive advantages. A patent relating to our fiber-based granular products expired in the second quarter of 2004. As a result, we could be subject to increased competition in this market, which could have an adverse effect on this business. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, which could make it easier for competitors to capture increased market share. We could incur substantial costs to defend ourselves in suits brought against us or in suits in which we may assert our patent rights against others. An unfavorable outcome of any such litigation could have a material adverse effect on our business and results of operations. In addition, as our patents expire, we rely on trade secrets and proprietary know-how to protect our products. We cannot be sure the steps we have taken or will take in the future will be adequate to deter misappropriation of our proprietary information and intellectual property.

We seek to protect trade secrets and proprietary know-how, in part, through confidentiality agreements with our collaborators, employees, and consultants. These agreements may be breached, we may not have adequate remedies for any breach, and our trade secrets may otherwise become known or be independently developed by our competitors.

Third parties may assert claims against us to the effect that we are infringing on their intellectual property rights. We could incur substantial costs and diversion of management resources in defending these claims, which could have a material adverse effect on our business, financial condition, and results of operations. In addition, parties making these claims could secure a judgment awarding substantial damages, as well as injunctive or other equitable relief, which could effectively block our ability to make, use, sell, distribute, or market our products and services in the United States or abroad. In the event that a claim relating to intellectual property is asserted against us, or third parties not affiliated with us hold pending or issued patents that relate to our products or technology, we may seek licenses to such intellectual property or challenge those patents. However, we may be unable to obtain these licenses on commercially reasonable terms, if at all, and our challenge of the patents may be unsuccessful. Our failure to obtain the necessary licenses or other rights could prohibit the sale, manufacture, or distribution of our products and, therefore, could have a material adverse effect on our business, financial condition, and results of operations.

## Risk Factors (continued)

Fluctuations in our quarterly operating results may cause our stock price to decline.

Given the nature of the markets in which we participate and the effect of Staff Accounting Bulletin (SAB) No. 104, "Revenue Recognition," we may not be able to reliably predict future revenues and profitability, and unexpected changes may cause us to adjust our operations. A large proportion of our costs are fixed, due in part to our significant selling, research and development, and manufacturing costs. Thus, small declines in revenues could disproportionately affect our operating results. Other factors that could affect our quarterly operating results include:

- failure of our products to pass contractually agreed upon acceptance tests, which would delay or prohibit recognition of revenues under SAB No. 104;
- failure of a customer, particularly in China, to comply with an order's contractual obligations;
- adverse changes in demand for and market acceptance of our products;
- competitive pressures resulting in lower sales prices of our products;
- adverse changes in the pulp and paper industry;
- delays or problems in our introduction of new products;
- delays or problems in the manufacture of our products;
- our competitors' announcements of new products, services, or technological innovations;
- contractual liabilities incurred by us related to guarantees of our product performance;
- increased costs of raw materials or supplies, including the cost of energy;
- changes in the timing of product orders; and
- fluctuations in our effective tax rate.

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

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

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

In addition, our board of directors has adopted a shareholder rights plan intended to protect shareholders in the event of an unfair or coercive offer to acquire our company and to provide our board of directors with adequate time to evaluate unsolicited offers. Preferred stock purchase rights have been distributed to our common shareholders pursuant to the rights plan. This rights plan may have anti-takeover effects. The rights plan will cause substantial dilution to a person or group that attempts to acquire us on terms that our board of directors does not believe are in our best interests and those of our shareholders and may discourage, delay, or prevent a merger or acquisition that shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares.

KADANT INC.

Item 2 - Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information about purchases by us of our common stock during the three months ended July 1, 2006:

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans
4/2/06 - 4/30/06	-	-	-	\$ 7,944,105
5/1/06 - 5/31/06	-	-	-	\$ 15,000,000
6/1/06 - 7/1/06	-	-	-	\$ 15,000,000
Total:	-	-	-	

(1) During the second quarter of 2006, we did not repurchase any of our common stock.

(2) On May 3, 2006, our board of directors authorized the repurchase of up to \$15 million of our equity securities in the open market or in negotiated transactions for the period from May 18, 2006 through May 18, 2007

Item 4 - Submission of Matters to a Vote of Security Holders

On May 25, 2006, at the annual meeting of shareholders, the shareholders re-elected two incumbent directors and approved our 2006 equity incentive plan. Dr. John K. Allen and Mr. Francis L. McKone were elected to the class of directors whose three-year term expires at Kadant's annual meeting of shareholders in 2009. Dr. Allen received 12,408,200 shares voted in favor of his election and 636,811 shares voted against. Mr. McKone received 11,046,203 shares voted in favor of his election and 1,998,808 shares voted against.

At the annual meeting, stockholders also approved a proposal to adopt our 2006 equity incentive plan and reserve 900,000 shares of our common stock for distribution under the plan. The plan received 8,346,743 shares voted in favor of adoption, 3,148,307 shares voted against, 25,286 shares abstained, and 1,524,675 shares of broker non-votes.

Item 6 - Exhibits

See Exhibit Index on the page immediately preceding exhibits.

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KADANT INC.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized as of the 10th day of August, 2006.

KADANT INC.

/s/ Thomas M. O'Brien

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Thomas M. O'Brien  
Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)

KADANT INC.  
EXHIBIT INDEX

Exhibit Number	Description of Exhibit
2.1	Business Transfer Agreement dated as of May 31, 2006 between Kadant Light Machinery (Jining) Co., Ltd. and Jining Huayi Light Industry Machinery Company. (1).
10.1	(Middle/Long-Term) RMB Loan Agreement dated as of June 6, 2006 between Kadant Light Machinery (Jining) Co., Ltd. and Bank of China Limited, Jining Branch.
10.2	Supplementary Agreement to (Middle/Long-Term) RMB Loan Agreement dated as of June 6, 2006 between Kadant Light Machinery (Jining) Co., Ltd. and Bank of China Limited, Jining Branch.
10.3	Payment Guarantee Agreement dated as of June 6, 2006 between Kadant Light Machinery (Jining) Co., Ltd. and Bank of China Limited, Jining Branch.
31.1	Certification of the Principal Executive Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of the Principal Financial Officer of the Registrant Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32	Certification of the Chief Executive Officer and the Chief Financial Officer of the Registrant Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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



## Business Transfer Agreement

This Business Transfer Agreement (hereinafter the "Agreement") is made and entered into on the 31 May, 2006 by and among

Kadant Light Machinery (Jining) Co, Ltd., a wholly foreign owned enterprise established and existing under PRC laws and regulations with its registered address at No. 99 Jidian Road 1, High and New Technologies Industry Development Zone, Jining, Shandong 272023, People's Republic of China ("China")

("Kadant WFOE")

and

Jining Huayi Light Industry Machinery Company, a Chinese limited liability company with its legal address at No. 99 Jidian Road 1, High and New Technologies Industry Development Zone, Jining, Shandong 272023, China.

("Huayi")

Huayi and Kadant WFOE may be referred to as "Parties" or individually as "Party".

The Parties agree as follows:

#### Preamble

Whereas, Huayi and Kadant WFOE entered into an Assets Purchase Agreement on 21st day of January, 2006 ("APA");

Whereas, Huayi and Kadant WFOE wish to finalize the transaction outlined in the APA as set out in this Agreement. The APA shall continue to be in force except to the extent that this Agreement expressly amends the APA. If an item (including but not limited to definitions) is covered in this Agreement it shall prevail over the APA. If an item (including but not limited to definitions) is not covered by this Agreement then the terms of the APA shall apply. In particular Article 13.2 (m) and 13.2 (o) of the APA shall be replaced by the procedures set forth in this Agreement.

#### Article 1

##### Step 1 - Kadant WFOE acquires Initial Assets

The Parties agree that in order to enable Huayi to cancel the mortgage over the Facilities the Kadant WFOE agrees to buy the Fixed Assets except for the Facilities ("Fixed Assets").

The Fixed Assets Price shall be paid by Kadant WFOE to Huayi after the following have been completed ("Fixed Assets Pre-conditions"):

- The Parties have conducted a physical examination on all Fixed Assets (except Facilities) and related takeover protocol signed by the Parties;
- The Parties confirm no material adverse change in the business, prospects or financial condition of Huayi up to date of payment of Fixed Assets Price;
- Land-use Rights and Building Transfer Agreements signed by Huayi and Kadant WFOE for Jining Facility and by Huayi for the Yanzhou Facility - the Yanzhou WFOE will sign upon its establishment.
- Huayi has provided Kadant WFOE with copy of signed Agreement on Cancellation of Mortgage between Huayi and ICBC (attached as Annex 1). This Agreement shall replace Annex 2 to the APA. Huayi shall try its best effort to negotiate with the bank in order to avoid or minimize the liquidated damage due to early termination of the loan agreement. Both Parties shall share 50% interest penalty if incurs.
- The 75% Shareholders as listed in Schedule 7 of the APA shall sign the non-compete agreements submit to Kadant WFOE on May 29, 2006.

The Fixed Assets Price is RMB 28,366,000 subject to 20% being withheld as retention money. Accordingly upon completion of the Fixed Assets Purchase Preconditions Kadant WFOE shall pay Huayi RMB 22,692,800. The Parties agree that the Fixed Assets Price shall not include the Facilities. Huayi shall promptly provide the official tax invoice for received payment for the Fixed Assets to Kadant WFOE.

#### Article 2

##### Step 2 - Mortgage Cancellation

On the Fixed Assets Payment Date, Huayi shall use such amount of the Fixed Assets Price as is required to cancel the mortgage on the Facilities located in Jining in accordance with the agreement with the mortgage holder attached as Annex 1, before any other payment or use of the Fixed Assets Price received under this Agreement.

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On the Fixed Assets Payment Date, Huayi and the mortgage holder shall sign the mortgage cancellation documentation, provide a copy of such documentation to Kadant WFOE, and file the same with the Jining Land and Resource Bureau and Jining Real Estate Administration Bureau. Huayi shall diligently pursue and take all actions necessary to complete the mortgage cancellation with ICBC in respect of the Facilities.

Huayi shall provide the mortgage cancellation certificates issued by the Jining Land and Resource Bureau and Jining Real Estate Administration Bureau to the Kadant WFOE.

Article 3  
Step 3 - Business Transfer

The Parties agree the business transfer date shall be the date on which all of the conditions set forth below have been satisfied ("Business Transfer Date"). It is the intent of the Parties that the Business Transfer Date shall be no later than 2 June 2006.

Upon Business Transfer Date the following shall occur:

1. Conditions Precedent to Business Transfer Date - the conditions should have been completed one day before Business Transfer Date:
  - Huayi has provided the official tax invoice for received payment for the Fixed Assets to Kadant WFOE.;
  - The Parties have jointly conducted a physical check of the Business Records and signed a taking over protocol;
  - The Parties have signed Intellectual Property Assignment Agreements;
  - A physical count of the Inventory has been conducted by the Parties and a joint take-over protocol has been issued and the value has been agreed in writing by the Parties (the "Agreed Inventory Price");

2. Agreed Inventory Price

The Parties shall agree the Inventory Price in accordance with Schedule 8 of the APA. On the Business Transfer Date Kadant WFOE shall pay Huayi the Agreed Inventory Price minus 20% as retention money. Huayi shall promptly provide Kadant WFOE with the official tax invoice for the received payment of the Inventory.

The price for finished products shall vary from Schedule 8 in that the price shall be 7.87% higher.

The Parties agree that the production by Huayi after 26 April 2006 shall be calculated as follows:

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Finished goods and WIP = cost + 18% margin.

20% retention money from the Inventory Price shall be withheld.

### 3. Miscellaneous Assets and Liabilities

Huayi agrees that all Huayi assets other than:

- Facilities (i.e. land and buildings)
- Cash and cash equivalents (excluding customer deposits) and
- Accounts receivable outstanding on Business Transfer Date.

shall be transferred to Kadant WFOE on Business Transfer Date.

The Parties agree that all liabilities of Huayi existing prior to the Business Transfer Date (pound) - except for the Assigned Contracts - shall be retained by Huayi as provided in Article 1.2 of the APA.

### 4. Employees

Kadant WFOE shall abide by the terms of the APA in respect of employees.

On the Business Transfer Date Huayi shall terminate the employment with its employees. Kadant WFOE shall issue an announcement declaring that it will sign new employment contract with the employees according to the Asset Purchase Agreement before June 20, 2006. The new employment contract commences upon the Business Transfer Date. Upon the business transfer date Kadant WFOE shall be responsible for the salary and social contribution of the employees.

On the Business Transfer Date, Kadant WFOE shall pay Huayi RMB 380,000 for the employees' salary compensation. This payment will not be included into the total Asset Purchase Price.

### 5. Raw Material and Auxiliary Equipment after April 26, 2006

Raw materials purchased by Huayi after April 26, 2006 not being used in production and auxiliary equipment not being used in production = 100% cost. This price will not be included into the total Asset Purchase Price. The VAT incurred by this shall be borne by Kadant WFOE. Kadant WFOE will make such payments upon the receipt of official VAT invoice on the Business Transfer Date.

#### 6.1 Down Payment to Supplier

Before the Business Transfer Date, Huayi shall submit the certificate of its payment to the suppliers which shall be verified and confirmed by Kadant WFOE. Kadant WFOE shall

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pay Huayi the down payments which have been confirmed upon the Business Transfer Date. Huayi shall promptly provide Kadant WFOE with the formal receipt or invoice for such payment.

## 6.2 Payment Received by Assigned Contract

Huayi shall commence the transfer of Assigned Contracts upon the Business Transfer Date.

On the Business Transfer Date an amount equal to the total payments received from customers in connection with Assigned Contracts shall be paid to Kadant WFOE.

For those Assigned Contracts which have partial shipped supply scopes(s) portion, the Hold Back Term specified in the Assigned Contracts shall be applied to the as shipped scope(s), and this amount shall be paid to Kadant WFOE, in addition to the total payments amount received for the unshipped scope(s) from customers in connection with Assigned Contracts.

## 7. Transfer of Operation

On Business Transfer Date, Kadant WFOE shall be responsible for the operation of the business. Huayi shall not be responsible other than as outlined in the APA. Kadant WFOE shall be entitled to use the Facilities until Closing.

Kadant WFOE shall be responsible for security of the assets and employees until Kadant WFOE and Yanzhou WFOE become the legal owners of the Facilities.

## 8. Overall Co-operation

The Parties agree:

Kadant WFOE shall provide assistance to Huayi in relation to the cancellation of the mortgages over the facilities and Huayi shall provide assistance to Kadant WFOE in relation to subsequent registration of the facilities in Kadant WFOE's name.

Huayi shall provide all assistance to Kadant WFOE in relation to the smooth operation of the business after the Business Transfer Date.

The non-competition obligations of the Shareholders and Huayi set forth in Article 5.1 of the APA shall commence as of the Business Transfer Date. Promptly after the Business Transfer Date and before the Closing Date, Huayi shall revise its business license and its amended articles of association in full compliance with Article 5.1 of the APA, as provided in Article 13.2 (e)(aa) and 13.2 (e)(bb) of the APA,

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9. Termination of Lease

On Business Transfer Date Huayi shall make sure that all the leases (except for canteen as dealt with in Article 11.5 of the APA) with the tenants have been terminated. In case the tenants make claims or take legal actions against Kadant WFOE, Huiyi shall take all the responsibilities and indemnify Kadant WFOE no harm.

Article 4  
Step 4 - Facilities Registration

1. Transfer of Facilities located in Jining ("Jining Facilities")

Upon receipt of the mortgage cancellation certificate, the Parties shall make an application for the transfer of the Land Use Rights and Building Transfer relating to the Jining Facilities.

The Parties shall prepare, sign and deliver the documents required for transfer and registration of the Jining Facilities, as set forth in Annex 2 to this Agreement, and such other documents as may be requested by the applicable bureau. The Parties shall obtain the confirmation of the applicable bureau that the registration will be accepted and registered upon submission of these documents.

Following confirmation from the applicable bureau regarding the acceptability of the registration documents, Kadant WFOE will pay subject to the provisions of the APA, an amount equal to the transfer price set forth in the Land Use Rights and Building Transfer Agreement relating to the Jining Facilities and attached as Annex 1 to the APA, minus retention equal to 20% of such transfer price. Huayi shall promptly provide Kadant WFOE the official tax invoice for the received payment for Jining Facilities.

Immediately upon payment for the Jining Facilities, Huayi and Kadant WFOE submit the documents for registration of the change in ownership of the Jining Facilities with the Jining Land and Resource Bureau and Jining Real Estate Administration Bureau.

2. Transfer of Facilities located in Yanzhou ("Yanzhou Facilities")

Upon receipt of the business license for the Yanzhou WFOE, Yanzhou WFOE shall sign the Land Use Rights and Building Transfer Agreement relating to the Yanzhou Facilities and attached as Annex 1 to the APA.

The Parties shall prepare, sign and deliver the documents required for transfer and registration of the Yanzhou Facilities, as set forth in Annex 2 to this Agreement, and such other documents as may be requested by the applicable bureau. The Parties shall obtain

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the confirmation of the applicable bureau that the registration will be accepted and registered upon submission of these documents.

Following confirmation from the applicable bureau regarding the acceptability of the registration documents, Yanzhou WFOE will pay subject to the provisions of the APA, an amount equal to the transfer price set forth in the Land Use Rights and Building Transfer Agreement relating to the Yanzhou Facilities and attached as Annex 1 to the APA, minus retention equal to 20% of such transfer price. Huayi shall promptly provide Yanzhou WFOE the official tax invoice for the received payment for the Yanzhou Facilities.

Immediately upon payment for the Yanzhou Facilities, Huayi and Yanzhou WFOE submit the documents for registration of the change in ownership of the Yanzhou Facilities with the Yanzhou Land and Resource Bureau and Jining Real Estate Administration Bureau.

Article 5  
Step 5 - Closings

Jining Closing

The Parties agree the Jining Closing date shall be the date on which all of the conditions set forth below have been satisfied ("Jining Closing Date").

The Parties shall confirm the final total Asset Purchase Price (including the asset price, facility purchase price, inventory and business premium) according to the Asset Purchase Agreement by June 1, 2006. Upon the Jining Closing Date the payment of 80% of total Asset Purchase Price minus Yanzhou Facility price and Yanzhou Business Premium to Huayi shall be completed. Upon Jining Closing Date Huayi shall provide Kadant WFOE the official tax invoice for 100% transfer price of Fixed Asset, Inventory, Jining Facility and part of Huayi Jining Premium (The total invoice amount shall be equal to above payment made by Kadant WFOE).

The Parties agree that the Jining Closing Date is intended to occur within 10 working days of the Business Transfer Date. If the Closing does not occur within such 10 working days then the Party cause the delay shall pay damages to the other Party. The damages shall be RMB 6,000 per day.

1. Conditions Precedent to Jining Closing Date - - the conditions should have been completed one day before Jining Closing Date:
  - Kadant WFOE has received signed copies of the mortgage cancellation certificate by Jining Land and Resource Bureau for all Facilities;

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- Jining Land and Resource Bureau and Jining Real Estate Administration has issued land use rights certificates and building title certificates in the name of the Kadant WFOE. Details of such certificates are in accordance with the signed contracts;
- Kadant WFOE has received evidence from Huayi that the termination of the Employee's employment with Huayi has been recorded with the competent authorities;
- Kadant WFOE has received evidence from Huayi that the "Assigned Contracts" have been transferred in accordance with APA requirements;
- Huayi has provided Kadant WFOE the original intellectual property certificates including patents and trademarks;
- All Schedules and Annexes referred to in APA have been completed and submitted to Kadant WFOE;
- Huayi's obligation to deliver the revised business license and its amended articles of association in full compliance with Article 5.1 of the APA, as provided in Article 13.2 (e)(aa) and 13.2 (e)(bb) of the APA has been completed;
- The Parties shall confirm all items listed in Article 13.2 of the APA are completed;
- All steps in Annex 4 hereto have been completed;
- All the payments which shall have been made before the Closing Date according to this Agreement have been completed.

## 2. Payment Upon Jining Closing:

Kadant WFOE shall pay to Huayi the portion of the Purchased Assets Price representing the Huayi Business relating to Jining RMB 33,600,000 ("Huayi Jining Business Premium") subject to the following adjustments:

(a) 20% of the Final Purchase Price minus Huayi Yanzhou Business Premium shall be deducted as retention money;

(b) As set forth in Article 7.1 of the APA, all taxes and fees arising from the transfer of the Huayi Assets shall be borne by the Parties in accordance with PRC law. However, Kadant shall be responsible for VAT arising out of purchasing the Inventory.

## Yanzhou Closing

The Parties agree the Yanzhou Closing date shall be the date on which the conditions set forth below have been satisfied ("Yanzhou Closing Date").

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Upon the Yanzhou Closing Date the payment to Huayi for Yanzhou Facility Price and Huayi Yanzhou Business Premium shall be completed. Upon Yanzhou Closing Date Huayi shall provide Yanzhou WFOE the official tax invoice for 100% transfer price of Yanzhou Facility transfer price and Huayi Yanzhou Premium.

The Parties agree that the Yanzhou Closing Date is intended to occur within 20 working days of the Business Transfer Date. If the Closing does not occur within such 20 working days then the Party cause the delay shall pay damages to the other Party. The damages shall be RMB 6,000 per day.

1. Conditions Precedent to Yanzhou Closing Date - the conditions should have been completed one day before Yanzhou Closing Date:

- The official tax invoice for the sale of the Yanzhou Facilities has been given to the Yanzhou WFOE;
- Yanzhou Land and Resource Bureau and Jining Real Estate Administration has issued land use rights certificates and building title certificates in the name of the Yanzhou WFOE. Details of such certificates are in accordance with the signed contracts;
- Jining Closing has been completed.

2. Payment Upon Yanzhou Closing:

Kadant WFOE shall pay to Huayi the portion of the Purchased Assets Price representing the Huayi Business relating to Yanzhou RMB 8,400,000 ("Huayi Yanzhou Business Premium") subject to the following adjustments:

- (a) 20% of Final Purchase Price minus the Huayi Jining Business Premium shall be deducted as retention money;
- (b) As set forth in Article 7.1 of the APA, all taxes and fees arising from the transfer of the Huayi Assets shall be borne by the Parties in accordance with PRC law. However, Kadant shall be responsible for VAT arising out of purchasing the Inventory.

Retention Money - Bank Payment Guarantees

Kadant WFOE shall provide Huayi with bank payment guarantees which shall be equal to 20% of the Final Purchase Price in the form of Annex 3 hereto and in lieu of the standby letter of credit attached as Annex 4 of the APA. The procedures for claims under the bank payment guarantees shall be as outlined in Article 7.2 of the APA and Annex 3 hereto. Upon any payment to Huayi under the payment guarantee, Huayi shall provide to Kadant WFOE the official tax invoice for 100% of the amount paid.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by a duly authorized officer in 4 originals in English and Chinese as of the date first written above. The English copy and Chinese copy have shall be equally valid.

Jining Huayi Light Industry Machinery Co., Ltd (official seal)

Place:/Date: Jining 31 May 2006

/s/ Liu Zhaofu

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Liu Zhaofu

Chairman of the Board

Kadant Light Machinery (Jining) Co., Ltd (official seal)

Place:/Date: Jining 31 May 2006

By: /s/ Edwin D. Healy

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Edwin D. Healy

Vice President

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List of Annexes

Annex 1 Mortgage Cancellation Agreement

Annex 2 Land Registration Protocol

Annex 3 Bank Payment Guarantee

Annex 4 Protocol



## (Middle/Long-Term) RMB Loan Agreement

No.: 2006Year Ji Zhong Yin Si Jie Zi KD0001 Hao  
-----Borrower: Kadant Light Machinery (Jining) Co., Ltd.  
-----Enterprise Legal Person Business License No.: Qi Du Lu Ning Zong Zi No. 001159  
-----Legal Representative: Peter J. Flynn  
-----Address: No.99 Jidian Road 1, High and New Technologies Industry Development  
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Zone, Shandong 272023, China  
-----Financial Institution and Account No.: Bank of China, Limited Jining Branch,  
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405801738088091001  
-----Contact: 0537-2387726  
-----Lender: Bank of China Limited, Jining Branch  
-----Legal Representative/Person-in-charge: Pang Xinfeng  
-----Address: No.99, Guanghe Road, Jining, Shandong China  
-----Contact: 0537-2609646  
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This RMB Loan Agreement ("this Agreement") is entered into by and between the Borrower and the Lender, through equal negotiation, with respect to the provision by the Lender to the Borrower of a middle/long-term RMB loan (the "Loan").

## Article 1 Amount

The total amount of the Loan hereunder shall be RMB yuan 40,000,000.00, (say  
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forty million Renminbi only yuan).

## Article 2 Term

The term of the Loan shall be 47 months commencing from the drawdown date as  
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agreed upon by both parties hereto and ending on the last repayment date as  
agreed upon by both parties hereto. If it is agreed that the Loan shall be drawn  
within a specific period of time, then the "drawdown date" in the above sentence  
shall refer to the date on which such period shall commence.

## Article 3 Application

The Loan hereunder shall be applied for the following purposes:

Buy the business and assets of Jining Huayi Light Industry Machinery Co., Ltd.  
("Huayi") and its own operating capital;

The Borrower shall alter or change in no way any above purpose of the Loan  
without the written consent of the Lender.

## Article 4 Interest Rate and Payment

The interest rate is a floating rate of 5.508% subject to annual adjustment  
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thereto, i.e.: such interest rate shall apply for a period of one year after the  
date of drawing the Loan (or, if more than one drawdown shall be made from the  
Loan, the date when the first drawdown shall be made from the Loan) and, for  
each following year, the interest rate applicable to the Loan shall be the legal  
interest rate then published by the People's Bank of China for a loan of the  
same term minus 10%  
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Any interest accrued on the Loan shall be calculated from the actual drawdown  
date by the Borrower on the basis of the actually drawn amount and the number of  
days when such amount shall be borrowed, with 360 days calculated as one year.

The Borrower shall pay any interest accrued on the Loan according to the following Section:

The Borrower shall pay the interest accrued on the Loan quarterly. March 20, June 20, September 20 and December 20 of each year shall be the interest payment dates. Should the last repayment date of the principal of the Loan fail to fall on any of the above interest payment dates, the Borrower shall fully pay all interest payable and accrued on the Loan on the last repayment date of the principal of Loan.

#### Article 5 Conditions Precedent to Drawdown

The Lender shall be entitled to reject the Borrower's application for any drawdown of the Loan, until and unless all the following conditions precedent to a drawdown have been satisfied:

- (1) The Borrower shall have submitted to the Lender, 1 days in advance, a  
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written application for the drawdown and relevant certifications of the purpose of such drawdown;
- (2) This Agreement and all its appendices shall have come into full force and effect;
- (3) The standby L/C issued by the Bank of China Limited, New York branch as set forth in Article 9 hereof shall have come into full force and effect;
- (4) The Borrower shall have opened an account as required by the Lender for the purpose of making the drawdown, paying the interest accrued thereon and fees and expenses incurred therefrom and repaying the principal of the drawdown;

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- (5) The Borrower shall have delivered to the Lender:
- a) the resolution and the letter of authorization adopted and issued by the board of directors or any other competent department of the Borrower, approving and authorizing the execution and performance of this Agreement;
  - b) the list of the persons who have been authorized to execute this Agreement and other documents in relation hereto, accompanied by the specimens of the signatures of such persons;
- (6) No event of default set forth in Article 12 hereof shall have occurred;
- (7) All other conditions precedent to the drawdown provided for by law and agreed upon by the parties hereto shall have been satisfied.

Article 6 Drawdown Period

The Borrower shall make a one-time lump-sum drawdown of the Loan within 30 days of the signing of the Loan, provided that the procedures for drawdown in Article 7 have been met.

Article 7 Procedures for Drawdown

The Borrower shall, for the purpose of each drawdown of the Loan, submit to the Lender an application for drawdown and complete other procedures for drawdown as required by the Lender.

Article 8 Repayment

The Borrower must make repayments of the Loan on the day of 48-month anniversary of the drawdown date set forth in Article 6.

In case of more than one loan agreement between the Borrower and the Lender under which the loans have expired, the Lender shall have the right to decide on the priority of repayment of such loans by the Borrower.

The Borrower may make early repayment without any penalty, provided that it shall notify the Lender of such early repayment 15 days in advance. Such

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repayments shall be in installments of not less than RMB 8 million. When the Borrower makes early repayment, the Borrower shall have the right to decide on the priority of early repayments of loans with the Lender.

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For the term of this Loan the Borrower shall not:

- 1) distribute profits;
- 2) be entitled to increase its borrowings beyond RMB 80 million. This restriction shall not apply to (a) shareholder's loans or affiliate loans or (b) third party loans taken to repay this Loan.

Any early repayment prior to expiration by the Borrower shall be applied against the drawdown of the Loan specified by the Borrower in the notice of repayment to Lender. In such case, the Borrower shall not request to draw from the Loan any portion which has been early repaid by it with the consent of the Lender.

In the event the shareholder of the Borrower changes then the Loan shall become due unless the Lender consents to such change of shareholder. This restriction shall not apply to affiliates of the Borrower or the Borrower's shareholder.

#### Article 9 Security

Any and all liabilities hereunder shall be secured by the standby L/C issued by Bank of China Ltd. New York branch, initially in the amount of US\$ 10 million, and as reduced as provided below.

The Lender agrees that the amount of the standby L/C shall be reduced to the extent the principal amount of the loans outstanding are repaid voluntarily by the Borrower or are repaid upon the expiration of the loans. Lender agrees to notify Bank of China-NY and JPMorgan Chase Bank within 10 days of a loan repayment. Such notice shall state (1) the amount in RMB of repayment made, (2) the outstanding amount of the existing RMB loans and (3) instructions to the issuing bank to reduce the standby L/C (within three days of such instructions) by the USD equivalent amount equal to the repayment amount, determined by dividing the repayment amount by the prevailing exchange rate of RMB to USD publicized by Bank of China, Head Office on the issuing date of the standby L/C (the "Issued Exchange Rate"). For example, if this loan is repaid prior to its expiration by 8 million RMB principal amount, and the Issued Exchange Rate is 8 RMB to one USD, then the US\$ L/C will be reduced by US\$1 million. The Lender at its option may recalculate the USD value of the principal amount of all outstanding loans after the prepayment by dividing the unpaid principal amount of the RMB loans outstanding between the Borrower and the Lender (the "RMB Loans") by the then prevailing exchange rate of RMB to USD exchange publicized by the Bank of China, Head Office. However, in no event will the exchange rate used to revalue the principal amount of outstanding RMB Loans be less than 90% of the Issued Exchange Rate. If the amount of the USD standby L/C is less than the then unpaid principal amount of the RMB Loans, the Lender may request the Borrower to provide additional guarantees, provided that the sum of the value of all such additional guarantees (including previously provided guarantees) and the amount of the standby L/C may not exceed USD \$10 million.

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Article 10 Insurance

The Borrower shall undertake insurance in relation to the Borrower's assets and shall maintain such insurance for the term of the Loan. The Borrower shall provide the Lender with a schedule of its insurance for its approval.

Article 11 Representations and Covenants

The Borrower hereby makes the following representations:

- (1) The Borrower is duly registered and legally existing.
- (2) The Borrower has obtained all necessary authorization required to enter into this Agreement.
- (3) All documents, information, statements and vouchers provided by the Borrower to the Lender are accurate, true, complete and valid.
- (4) The Borrower has fully disclosed to the Lender:
  - a) any and all material violations of laws or regulations involving, and any and all material claims raised against, the Borrower or any of its major persons-in-charge;
  - b) any and all material breaches committed by the Borrower under any other material contract;
  - c) any and all bank liability and contingent liability assumed by the Borrower and any and all mortgage and pledge provided to any third party by the Borrower;
  - d) any and all material pending litigation and arbitration proceedings; and
  - e) all other occurrences which might materially adversely affect the financial status or the solvency of the Borrower,

which have occurred or are occurring and which might affect the judgment on the Borrower's capability to perform this Agreement.

The Borrower hereby makes the following covenants:

- (1) The Borrower will provide the latest financial statements quarterly as required by the Lender, provide the audited financial statements covering each year during the first quarter of the immediately following year, and provide such documents and information, at any time as required by the Lender, as including but not limited to reports and statements on the operation status and financial status of the Borrower.
- (2) Any counter-guarantee agreement or similar agreement, which has been or will be entered into by the Borrower will not prejudice any right of the Lender hereunder.
- (3) The Borrower will accept, and provide adequate assistance and cooperation to, any credit examination and supervision by the Lender.

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- (4) The Borrower will notify the Lender in advance of any reduction of the registered capital of the Borrower, any material change of its ownership or any adjustment to its business operational modes (including without limitation, joint venture or cooperation with foreign investors, split-off, merger, consolidation or acquisition, restructuring, establishment or reorganization into a company limited by shares, or change of its business operational modes to lease, contracting, affiliation or trusteeship) and, if such reduction, change or adjustment might have any adverse effect on the Borrower's solvency, the Borrower will not conduct such reduction, change or adjustment without the prior consent of the Lender.
  - (5) The Borrower will not conduct any disposal of its own asset which might lead to any decrease of its solvency.
  - (6) The Borrower will not supply any mortgage placed on its own land and building to a third party during the loan period.
  - (7) The repayment of the liabilities owed by the Borrower to the Lender hereunder shall be given the priority above repayment of any loan provided to the Borrower by any of its shareholders and same as repayment of any similar liabilities owed by the Borrower to its other creditors.
  - (8) The Borrower hereby undertakes to notify the Lender promptly of:
    - a) any material breach under this Agreement or any other material contract;
    - b) any change to the member of the Board of the Borrower, any amendment to its articles of association or any material adjustment to its internal organizational structure;
    - c) any material difficulty in the business operation or material deterioration of the financial status of the Borrower;
    - d) any material litigation or arbitration proceeding in which the Borrower is involved; or
    - e) any other occurrence of the Borrower which would be reasonably expected to materially adversely affect its solvency.
  - (9) The relevant settlement transactions of the Borrower in relation to the Loan will be conducted at the Lender or any other branch of Bank of China Limited and the amount of such transactions will meet the requirement of the Lender.
  - (10) If the after-tax net profit of the Borrower for any given accounting year is zero or negative or its after-tax profit is insufficient to make up all its loss accumulated during the past accounting years, or if the profit before tax of the Borrower for any given accounting year is not applied against the principal of, interest accrued on and fees and expenses incurred in relation to the Loan which shall be due and payable by the Borrower during that accounting year or such profit before tax is insufficient to pay in full the principal of, interest accrued on and other fees and expenses incurred in relation to the Loan which will become due and payable for

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the immediately following accounting year, then the Borrower shall not distribute to any of its shareholders any profit or dividend in any form whatsoever.

Article 12 Liability for Breach of Contract

Should the Borrower fail to make any repayment as scheduled herein and fail to reach an agreement with the Lender to extend the time limit of such repayment, the Lender shall be entitled to a penalty interest on such delayed repayment of the principal of the Loan for the period commencing from the date of expiry of such repayment and ending on the date when the Borrower shall have fully paid all the principal of and interest accrued on such repayment. Should the Borrower apply any drawdown of the Loan for any other purpose than those set forth herein, the Lender shall be entitled to a penalty interest on such drawdown for the period commencing from the date of application of such portion for the said other purpose and ending on the date when the Borrower shall have fully paid the principal of and interest accrued on such drawdown of the Loan.

The penalty interest rate applicable to any delayed repayment shall be the interest rate set forth herein for the Loan plus 30%; and the penalty interest rate applicable to any above misapplication shall be the interest rate set forth herein for the Loan plus 50%.

Should the Borrower fail to fully pay any interest as scheduled herein, the Lender shall be entitled to a quarterly compound interest on the outstanding interest, which becomes due and payable by the Borrower, at the same rate as the penalty interest rate accrued on the principal of the Loan. If the Borrower delays to pay any interest accrued on the principal of any drawdown of the Loan and applies such drawdown for any other purpose than those set forth herein, the compound interest payable by the Borrower therefor as specified above shall be at the aforesaid penalty interest rate applicable to misapplication of the Loan. If the Borrower only delays to pay any interest accrued on the principal of any drawdown of the Loan, with the principal of the drawdown applied for the purpose set forth herein, the compound interest payable by the Borrower therefor as specified above shall be at the aforesaid penalty interest rate applicable to a delayed repayment of the principal of the Loan.

In case of any adjustment to the interest rate of the Loan set forth herein, any penalty interest or compound interest payable hereunder shall be calculated and paid based on the original rate for the period before the date of such adjustment and, for the period after the date of such adjustment, shall be based on the adjusted rate.

In case of any of the following occurrences, the Lender shall have the right to cease any drawdown by the Borrower or to cancel all remaining portion of the Loan which has not been drawn by the Borrower, and may announce that all the principal of and interest accrued on the Loan hereunder immediately become due and payable:

- (1) Failure of the Borrower to pay any principal or interest which becomes due and payable by it has lasted for more than 30 days;

- >
- (2) The amount of repayments delayed by the Borrower and the amount applied by the Borrower for any other purpose than those set forth herein have in aggregate reached RMB100,000.00;  
-----
  - (3) Borrower applies loan funds for purpose other than as set out herein.
  - (4) Any representation made by the Borrower in Article 11 hereof is untrue when made or the Borrower has committed a material breach of any of its covenants contained in Article 11 hereof;
  - (5) The Borrower has committed a material breach under any other loan contract;
  - (6) The Borrower has ceased its operation or has been terminated or revoked or has become bankrupted;
  - (7) The financial status of the Borrower has materially deteriorated.

#### Article 13 Deduction

The Borrower hereby agrees that the Lender may deduct any amount due and payable by the Borrower hereunder directly from the accounts opened by the Borrower at the branches and departments of Bank of China.

#### Article 14 Taxes and Fees

Any and all taxes and fees arising out of and in connection with the execution and performance of this Agreement and the settlement of disputes hereunder shall be paid by the Borrower, including without limitation, the stamp tax, interest withholding tax, litigation cost, enforcement charge, legal fees and notary fee.

#### Article 15 Offsetting and No Waiver

The Borrower shall fully pay any and all amounts payable by it hereunder and shall not request any offsetting against any such amount, except with the consent of the Lender.

The Borrower shall not assign any of its obligations hereunder to any third party without the written consent of the Lender.

No tolerance, grace or preference granted to the Lender or any delay in exercising any right by the Lender hereunder shall in any way affect, prejudice or restrict any right or remedy vested in or available to the Lender under this Agreement or by law, nor shall any such tolerance, grace, preference or delay be deemed as a waiver by the Lender of any right, benefit or interest hereunder or release the Borrower from any obligations assumed by it hereunder.

>  
Article 16 Amendment and Termination

This Agreement may be amended, supplemented or terminated by written agreement between the parties hereto. Any and all amendments and supplements hereto shall constitute an integral part of this Agreement.

Any invalidity of any provision hereof shall not affect in any way the validity of any remaining provision hereof.

Article 17 Governing Law, Settlement of Disputes and Jurisdiction

This Agreement shall be governed by the laws of the People's Republic of China.

Any dispute arising from, out of or in connection with this Agreement shall be settled by friendly consultations between the Parties. Consultations shall begin immediately upon one Party delivering to the other Party a written request for such consultation. If within 30 (thirty) days following the date on which the request is given, the dispute cannot be settled through consultation, the dispute shall be submitted to arbitration in Beijing pursuant to the then effective arbitration rules and under the auspices of the China International Economic and Trade Arbitration Committee (CIETAC) upon the request of any Party with notice to the other Party. The arbitration shall have three arbitrators. Each shall select one arbitrator. The two selected arbitrators shall jointly select the Chairman. The Chairman shall be neither a Chinese citizen nor US citizen. In the event the two arbitrators cannot agree upon a candidate for Chairman then the secretary of CIETAC shall make such determination. The arbitral award shall be final and binding upon both Parties. The costs of the arbitration shall be borne by the losing party.

Article 18 Appendices

The following appendices, and other appendices mutually agreed upon by the parties hereto, shall constitute an integral part hereof and shall be equally authentic with this Agreement:

Application for drawdown  
- - - - -

Article 19 Effectiveness

This Agreement shall come into full force and effect upon being signed by the legal representatives or authorized signatories of and affixed with the official seals of the Borrower and the Lender.

This Loan Agreement shall be executed in 4 originals in English and Chinese, of which each party hereto shall hold 2 originals. Both versions shall be equally valid.

Article 20 Special Notes

The Borrower and the Lender have fully negotiated over any and all terms contained herein.

>  
The Lender has requested the Borrower to pay special attention to, and to obtain the full and accurate understanding of, any and all terms contained herein on the rights and obligations of the parties hereto. The Lender has made relevant explanations of such terms to the Borrower as per the Borrower's request.

Both parties hereto hereby confirm their completely identical understanding of any and all terms contained herein.

Article 21 Notices

All notices to be issued under or in connection with this Agreement shall be in the English and Chinese language and considered validly given effective upon receipt if sent by reputable courier or if delivered by hand against receipt. In case of hand delivery Kadant Inc. shall receive a copy by facsimilie and courier:

If to Borrower:  
-----

Kadant Light Machinery (Jining) Co., Ltd.  
-----  
No. 99 Jidian Road 1,  
-----  
High and New Technologies Industry Development Zone  
-----  
Jining, Shandong 272023 China  
-----  
Attention: Chairman  
-----

With a copy to:  
-----

Kadant Inc.  
-----  
One Acton Place, Suite 202  
-----  
Acton, MA 01720  
-----  
Attention: Treasurer  
-----

If to Lender:  
-----

Bank of China Limited, Jining Branch  
-----  
No. 99, Guanghe Road  
-----  
Jining, Shandong China  
-----  
Attention: Manager of Company Department  
-----

>  
For and on behalf of:

Borrower: Kadant Jining Light Machinery Co., Ltd. (official seal)

Signed by: /s/ Gan Beng Keong  
-----  
Legal Representative (or authorized signatory)

Date: 6th June, 2006

For and on behalf of:

Lender: Bank of China Stock Limited, Jining Branch (official seal)

Signed by: /s/ Xia Xiaofeng  
-----  
Legal Representative (or authorized signatory)

Date: 6th June, 2006



## Supplementary Agreement

Borrower: Kadant Light Machinery (Jining) Co., Ltd.  
 -----

Enterprise Legal Person Business License No.: Qi Du Lu Ning Zong Zi No. 001159  
 -----

Legal Representative: Peter J. Flynn  
 -----

Address: No.99 Jidian Road 1, High and New Technologies Industry Development  
 -----  
 Zone, Shandong 272023, China  
 -----

Financial Institution and Account No.: Bank of China, Limited Jining Branch,  
 -----  
 405801738088091001  
 -----

Contact: 0537-2387726  
 -----

- hereinafter referred to as "Borrower"

Lender: Bank of China Limited, Jining Branch  
 -----

Legal Representative/Person-in-charge: Pang Xinfeng  
 -----

Address: No. 99, Guanghe Road, Jining, Shandong China  
 -----

Contact: 0537-2609646  
 -----

- hereinafter referred to as "Lender"

Borrower and Lender may be hereinafter collectively referred to as the "Parties" or, individually as a "Party".

Whereas, the Parties have entered into the (Middle/Long-Term) RMB Loan Agreement (No.: 2006Year Ji Zhong Yin Si Jie Zi KD0001 Hao) ("Loan Agreement") on June 6, 2006.

Whereas, the Parties have agreed on June 8, 2006 with respect to certain details of the performance of the Loan Agreement.

Accordingly, the Parties have decided to execute this Supplementary Agreement on June 8, 2006 as the supplementary agreement to Loan Agreement signed on June 6, 2006. The terms and conditions of the Supplementary Agreement are as follow:

1. According to Article 2 of the Loan Agreement, the Parties agree that Article 2 shall be amended as the following:

#### Article 2 Term

The term of the Loan shall be 45 months and 22 days commencing from the drawdown  
 -- --  
 date as agreed upon by both parties hereto and ending on the last repayment date as agreed upon by both parties hereto. If it is agreed that the Loan shall be drawn within a specific period of time, then the "drawdown date" in the above sentence shall refer to the date on which such period shall commence.

Despite of this agreed term, the loan will be due one month prior to the expiry of the standby L/C stated in Article 9.

2. According to Article 8 of the Loan Agreement, the Parties agree that Article 8 shall be amended as the following:

#### Article 8 Repayment

The Borrower must make repayments of the Loan one month before the expiry of the standby L/C, i.e. the repayment date is April 3, 2010.

In case of more than one loan agreement between the Borrower and the Lender under which the loans have expired, the Lender shall have the right to decide on the priority of repayment of such loans by the Borrower.

The Borrower may make early repayment without any penalty, provided that it shall notify the Lender of such early repayment 15 days in advance. Such

repayments shall be in installments of not less than RMB 8 million. When the Borrower makes early repayment, the Borrower shall have the right to decide on the priority of early repayments of loans with the Lender.

For the term of this Loan the Borrower shall not:

1) distribute profits;

2) be entitled to increase its borrowings beyond RMB 80 million. This restriction shall not apply to (a) shareholder's loans or affiliate loans or (b) third party loans taken to repay this Loan.

Any early repayment prior to expiration by the Borrower shall be applied against the drawdown of the Loan specified by the Borrower in the notice of repayment to Lender.

In such case, the Borrower shall not request to draw from the Loan any portion which has been early repaid by it with the consent of the Lender.

In the event the shareholder of the Borrower changes then the Loan shall become due unless the Lender consents to such change of shareholder. This restriction shall not apply to affiliates of the Borrower or the Borrower's shareholder.

3. According to Article 9 of the Loan Agreement, the Parties agree that Article 9 shall be amended as the following (pound)(0)

#### Article 9 Security

Any and all liabilities hereunder shall be secured by the standby L/C issued by Bank of China Ltd. New York branch, initially in the amount of US\$ 10 million, and as reduced as provided below.

The Lender agrees that the amount of the standby L/C shall be reduced to the extent the principal amount of the loans outstanding are repaid voluntarily by the Borrower or are repaid upon the expiration of the loans. Lender agrees to notify Bank of China-NY and JPMorgan Chase Bank within 10 days of a loan repayment. Such notice shall state (1) the amount in RMB of repayment made, (2) the outstanding amount of the existing RMB loans and (3) instructions to the issuing bank to reduce the standby L/C (within three days of such instructions) by the USD equivalent amount equal to the repayment amount, determined by dividing the repayment amount by the prevailing exchange rate of RMB to USD publicized by Bank of China, Head Office on the issuing date of the standby L/C (the "Issued Exchange Rate"). For example, if this loan is repaid prior to its expiration by 8 million RMB principal amount, and the Issued Exchange Rate is 8 RMB to one USD, then the US\$ L/C will be reduced by US\$1 million. The Lender at its option may recalculate the USD value of the principal amount of all outstanding loans after the prepayment by dividing the unpaid principal amount of the RMB loans outstanding between the Borrower and the Lender (the "RMB Loans") by the then prevailing exchange rate of RMB to USD exchange publicized by the Bank of China, Head Office. However, in no event will the exchange rate used to revalue the principal amount of outstanding RMB Loans be less than 90% of the Issued Exchange Rate. If the amount of the USD standby L/C is less than the then unpaid principal amount of the RMB Loans, the Lender may request the Borrower to provide additional guarantees, provided that the sum of the value of all such additional guarantees (including previously provided guarantees) and the amount of the standby L/C may not exceed USD \$10 million.

If the standby L/C expires in advance, the loan will be due one month prior to the expiry of the standby L/C. The lender shall have the right to take back the loan or claim on the standby L/C opening bank according the standby L/C terms. The reimbursement rate of RMB to USD is 7 days forward buying rate listed by Bank of China on the clam date.

4. This Supplementary Agreement shall be deemed as an integral part of the Loan Agreement. All matters not specified in this Supplementary Agreement shall be subject to the terms of the Loan Agreement.
5. This Supplementary Agreement is made in both Chinese and English language and it is agreed by both Parties that both versions are consistent in all material respects and are equally valid.
6. This Supplementary Agreement shall be executed in both English and Chinese in four (4) originals, each party shall hold two (2) originals in each language.
7. This Supplementary Agreement shall become effective as of date when the Loan Agreement becomes effective.

For and on behalf of:

Borrower: Kadant Jining Light Machinery Co., Ltd. (official seal)

Signed by: /s/ Gan Ben Keong

-----  
Legal Representative (or authorized signatory)

Date: \_\_\_\_\_, \_\_\_\_

For and on behalf of:

Lender: Bank of China Stock Limited, Jining Branch (official seal)

Signed by: /s/ Xia Xiaofeng

-----  
Legal Representative (or authorized signatory)

Date: \_\_\_\_\_, \_\_\_\_

Agreement

Kadant Light Machinery (Jining) Co., Ltd., No. 99 Jidian Road 1, High and New Technologies Industry Development Zone, Jining, Shandong, China. ("Kadant ")

and

Bank of China Limited, Jining Branch, No. 99, Guanghe Road, Jining, Shandong, China

("BOC")

collectively as "the parties"

1. Referring to Kadant's acquisition of Jining Huayi Light Industry Machinery Co., Ltd ("Huayi"), the Parties confirm that BOC will issue a series of payment guarantees ("Payment Guarantee(s)") on behalf of Kadant, as applicant, to Huayi, as beneficiary, on the closing date of the acquisition of Huayi in respect of guaranteeing payment to Huayi provided all the conditions of the guarantee have been met.

2. The Parties agree that BOC will issue Payment Guarantees up to an aggregate amount of 32 million RMB yuan in favor of Huayi with the tenor of up to 19 months against the security of the Bank of China Limited, New York Branch USD10 million Standby L/C. On every payment day, the guarantee amount shall be decreased and at the same time the amount of the loans secured against the security of the Standby L/C shall increase. The wording of the Standby L/C is Annex 2 hereto. BOC and Kadant will enter into the loans in the form of Annex 1. If Kadant cannot finish the loan procedures as set forth in the loan attached as Annex 1 on the same day, BOC will claim reimbursement according to the terms of the Standby L/C.

3. In the event of a dispute, the terms of the standby letter of credit and the relevant terms and conditions contained in Annex 1 and Annex 2 hereto shall apply.

Annex 1 Loan Agreement

Annex 2 Standby L/C

For and on behalf of Kadant Light Machinery (Jining) Co., Ltd.:

Name: /s/ Gan Beng Keong (official seal)  
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For and on behalf of Bank of China Limited, Jining Branch:

Name: /s/ Xia Xiaofeng (official seal)  
-----

(Short-Term) RMB Loan Agreement

No.: \_\_\_\_\_ Year \_\_\_\_ Zi \_\_\_\_\_ Hao

Borrower: Kadant Light Machinery (Jining) Co., Ltd.  
-----

Enterprise Legal Person Business License No.: Qi Du Lu Ning Zong Zi No. 001159

Legal Representative: Peter J. Flynn, Chairman  
-----

Address: No. 99 Jidian Road 1, High and New Technologies Industry Development  
-----  
Zone, Jining, Shandong 272023, China  
-----

Financial Institution and Account No.: \_\_\_\_\_

Contact: Ms. Wang Yanhong  
-----

Lender: Bank of China Limited, Jining Branch  
-----

Legal Representative/Person-in-charge: Pang Xinfeng  
-----

Address: No. 99 Guanghe Road, Jining, Shandong, China  
-----

Contact: 0537-2609646  
-----

This RMB Loan Agreement ("this Agreement") is entered into by and between the Borrower and the Lender, through equal negotiation, with respect to the provision by the Lender to the Borrower of a short-term RMB loan (the "Loan").

Article 1 Amount

The total amount of the Loan hereunder shall be \_\_\_\_\_, (say Renminbi  
yuan \_\_\_\_\_).  
-----

Notes: The loan amount is according to the drawing amount under the payment guarantee, not exceeding the amount of Renminbi 32,000,000.00 in total.

Article 2 Term

The term of the Loan shall be 11 months commencing from the drawdown date as agreed upon by both parties hereto and ending on the last repayment date as agreed upon by both parties hereto. If it is agreed that the Loan shall be drawn within a specific period of time, then the "drawdown date" in the above sentence shall refer to the date on which such period shall commence.

### Article 3 Application

The Loan hereunder shall be applied for the following purposes:

To buy the business and assets of Jining Huayi Light Industry Machinery Co.,  
-----  
Ltd. and used as its own operating capital;  
-----

The Borrower shall alter or change in no way any above purpose of the Loan without the written consent of the Lender.

### Article 4 Interest Rate and Payment

The interest rate applicable to the Loan shall be 5.265% per annum and shall  
-----  
remain unchanged during the term hereof.

Any interest accrued on the Loan shall be calculated from the actual drawdown date by the Borrower on the basis of the actually drawn amount and the number of days when such amount shall be borrowed, with 360 days calculated as one year.

The Borrower shall pay any interest accrued on the Loan according to the following:

The Borrower shall pay the interest accrued on the Loan quarterly. March 20, June 20, September 20 and December 20 of each year shall be the interest payment dates. Should the last repayment date of the principal of the Loan fail to fall on any of the above interest payment dates, the Borrower shall fully pay all interest payable and accrued on the Loan on the last repayment date of the principal of Loan.

### Article 5 Conditions Precedent to Drawdown

The Lender shall be entitled to reject the Borrower's application for any drawdown of the Loan, until and unless all the following conditions precedent to a drawdown have been satisfied:

- (1) The Borrower shall have submitted to the Lender, 1 day in advance, a  
-----  
written application for the drawdown and relevant certifications of the purpose of such drawdown;
- (2) This Agreement and all its appendices shall have come into full force and effect;
- (3) The standby L/C issued by the Bank of China Limited, New York branch as set forth in Article 9 hereof shall have come into full force and effect;
- (4) The Borrower shall have opened an account as required by the Lender for the purpose of making the drawdown, paying the interest accrued thereon and fees and expenses incurred therefrom and repaying the principal of the drawdown;
- (5) The Borrower shall have delivered to the Lender the resolution and the letter of authorization adopted and issued by the board of directors or any other competent department of the Borrower, approving and authorizing the execution and performance of this Agreement;

- (6) The Borrower shall have delivered to the Lender the list of the persons who have been authorized to execute this Agreement and other documents in relation hereto, accompanied by the specimens of the signatures of such persons;
- (7) No event of default set forth in Article 11 hereof shall have occurred;
- (8) All other conditions precedent to the drawdown provided for by law and agreed upon by the parties hereto shall have been satisfied.

#### Article 6 Drawdown Period

The Borrower shall make a one-time lump-sum drawdown of the Loan on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Note: The drawing time is according to the payment guarantee drawing schedule.

#### Article 7 Procedures for Drawdown

The Borrower shall, for the purpose of each drawdown of the Loan, submit to the Lender an application for drawdown and complete other procedures for drawdown as required by the Lender.

#### Article 8 Repayment

The borrower shall repay the loans in a one-time lump-sum on the day of \_\_\_\_\_, \_\_\_\_.

Note: the repayment date shall be 12 months from the drawdown date.

In case of more than one loan agreement between the Borrower and the Lender under which the loans have expired, the Lender shall have the right to decide on the priority of repayment of such loans by the Borrower.

The Borrower may make early repayment, provided that it shall notify the Lender of such early repayment 15 days in advance. The Borrower may make early

repayment without any penalty. The Borrower shall have the right to decide on the priority of early repayments of loans with the Lender.

#### Article 9 Security

Any and all liabilities hereunder shall be secured by the standby L/C issued by the Bank of China New York branch initially in the amount of US\$ 10 million, and as reduced as provided below.

The Lender agrees that the amount of the standby L/C shall be reduced to the extent the principal amount of the loans outstanding are repaid voluntarily by the Borrower or are repaid upon the expiration of the loans. Lender agrees to notify Bank of China-NY and JPMorgan Chase Bank within 10 days of a loan repayment. Such notice shall state (1) the amount in RMB of repayment made, (2) the outstanding amount of the existing RMB loans and (3) instructions to the issuing bank to reduce the standby L/C (within three days of such instructions) by the USD equivalent amount equal to the repayment amount, determined by dividing the repayment amount by the prevailing exchange rate of RMB to USD publicized by Bank of China, Head Office on the issuing date of the standby L/C (the "Issued Exchange Rate"). For example, if this loan is repaid prior to its expiration by 8 million RMB principal amount, and the Issued Exchange Rate is 8 RMB to one USD, then the US\$ L/C will be reduced by US\$1 million. The Lender at its option may recalculate the USD value of the principal amount of all outstanding loans after the prepayment by dividing the unpaid principal amount of the RMB loans outstanding between the Borrower and the Lender (the "RMB Loans") by the then prevailing exchange rate of RMB to USD exchange publicized by the Bank of China, Head Office. However, in no event will the exchange rate used to revalue the principal amount of outstanding RMB Loans be less than 90% of the Issued Exchange Rate. If the amount of the USD standby L/C is less than the then unpaid principal amount of the RMB Loans, the Lender may request the Borrower to provide additional guarantees, provided that the sum of the value of all such additional guarantees (including previously provided guarantees) and the amount of the standby L/C may not exceed USD \$10 million.

#### Article 10 Representations and Covenants

The Borrower hereby makes the following representations:

- (1) The Borrower is duly registered and legally existing.
- (2) The Borrower has obtained all necessary authorization required to enter into this Agreement.
- (3) All documents, information, statements and vouchers provided by the Borrower to the Lender are accurate, true, complete and valid.
- (4) The Borrower has fully disclosed to the Lender:
  - a) any and all material violations of laws or regulations involving, and any and all material claims raised against, the Borrower or any of its major persons-in-charge;

- b) any and all material breaches committed by the Borrower under any other material contract;
- c) any and all bank liability and contingent liability assumed by the Borrower and any and all mortgage and pledge provided to any third party by the Borrower;
- d) any and all material pending litigation and arbitration proceedings; and
- e) all other occurrences which might materially adversely affect the financial status or the solvency of the Borrower,

which have occurred or are occurring and which might affect the judgment on the Borrower's capability to perform this Agreement.

The Borrower hereby makes the following covenants:

- (1) The Borrower will provide the latest financial statements quarterly as required by the Lender, provide the audited financial statements covering each year during the first quarter of the immediately following year, and provide such documents and information, at any time as required by the Lender, as including but not limited to reports and statements on the operation status and financial status of the Borrower.
- (2) Any counter-guarantee agreement or similar agreement, which has been or will be entered into by the Borrower will not prejudice any right of the Lender hereunder.
- (3) The Borrower will accept, and provide adequate assistance and cooperation to, any credit examination and supervision by the Lender.
- (4) The Borrower will notify the Lender in advance of any reduction of the registered capital of the Borrower, any material change of its ownership or any adjustment to its business operational modes (including without limitation, joint venture or cooperation with foreign investors, split-off, merger, consolidation or acquisition, restructuring, establishment or reorganization into a company limited by shares, or change of its business operational modes to lease, contracting, affiliation or trusteeship) and, if such reduction, change or adjustment might have any adverse effect on the Borrower's solvency, the Borrower will not conduct such reduction, change or adjustment without the prior consent of the Lender.
- (5) The Borrower will not conduct any disposal of its own asset which might lead to any decrease of its solvency.
- (6) The Borrower will not mortgage land and building to any third party during the loan period.
- (7) The repayment of the liabilities owed by the Borrower to the Lender hereunder shall be given the priority above repayment of any loan provided to the Borrower by any of its shareholders and same as repayment of any similar liabilities owed by the Borrower to its other creditors.

- (8) The Borrower hereby undertakes to notify the Lender promptly of:
- a) any material breach under this Agreement or any other material contract;
  - b) any change to the member of the Board of the Borrower, any amendment to its articles of association or any material adjustment to its internal organizational structure;
  - c) any material difficulty in the business operation or material deterioration of the financial status of the Borrower;
  - d) any material litigation or arbitration proceeding in which the Borrower is involved; or
  - e) any other occurrence of the Borrower which would be reasonably expected to materially adversely affect its solvency.
- (9) The relevant settlement transactions of the Borrower in relation to the Loan will be conducted at the Lender or any other branch of Bank of China Limited and the amount of such transactions will meet the requirement of the Lender.
- (10) If the after-tax net profit of the Borrower for any given accounting year is zero or negative or its after-tax profit is insufficient to make up all its loss accumulated during the past accounting years, or if the profit before tax of the Borrower for any given accounting year is not applied against the principal of, interest accrued on and fees and expenses incurred in relation to the Loan which shall be due and payable by the Borrower during that accounting year or such profit before tax is insufficient to pay in full the principal of, interest accrued on and other fees and expenses incurred in relation to the Loan which will become due and payable for the immediately following accounting year, then the Borrower shall not distribute to any of its shareholders any profit or dividend in any form whatsoever.

#### Article 11 Liability for Breach of Contract

Should the Borrower fail to make any repayment as scheduled herein and fail to reach an agreement with the Lender to extend the time limit of such repayment, the Lender shall be entitled to a penalty interest on such delayed repayment of the principal of the Loan for the period commencing from the date of expiry of such repayment and ending on the date when the Borrower shall have fully paid all the principal of and interest accrued on such repayment. Should the Borrower apply any drawdown of the Loan for any other purpose than those set forth herein, the Lender shall be entitled to a penalty interest on such drawdown for the period commencing from the date of application of such portion for the said other purpose and ending on the date when the Borrower shall have fully paid the principal of and interest accrued on such drawdown of the Loan.

The penalty interest rate applicable to any delayed repayment shall be the interest rate set forth herein for the Loan plus 30%; and the penalty interest rate applicable to any above misapplication shall be the interest rate set forth herein for the Loan plus 50%.

Should the Borrower fail to fully pay any interest as scheduled herein, the Lender shall be entitled to a monthly/quarterly compound interest on the outstanding interest, which becomes due and payable by the Borrower, at the same rate as the penalty interest rate accrued on the principal of the Loan. If the Borrower delays to pay any interest accrued on the principal of any drawdown of the Loan and applies such drawdown for any other purpose than those set forth herein, the compound interest payable by the Borrower therefor as specified above shall be at the aforesaid penalty interest rate applicable to misapplication of the Loan. If the Borrower only delays to pay any interest accrued on the principal of any drawdown of the Loan, with the principal of the drawdown applied for the purpose set forth herein, the compound interest payable by the Borrower therefor as specified above shall be at the aforesaid penalty interest rate applicable to a delayed repayment of the principal of the Loan.

In case of any adjustment to the interest rate of the Loan set forth herein, any penalty interest or compound interest payable hereunder shall be calculated and paid based on the original rate for the period before the date of such adjustment and, for the period after the date of such adjustment, shall be based on the adjusted rate.

In case of any of the following occurrences, the Lender shall have the right to cease any drawdown by the Borrower or to cancel all remaining portion of the Loan which has not been drawn by the Borrower, and may announce that all the principal of and interest accrued on the Loan hereunder immediately become due and payable:

- (1) Failure of the Borrower to pay any principal or interest which becomes due and payable by it has lasted for more than thirty (30) days;
- (2) The amount of repayments delayed by the Borrower and the amount applied by the Borrower for any other purpose than those set forth herein have in aggregate reached RMB 100,000.00;  
-----
- (3) Any representation made by the Borrower in Article 10 hereof is untrue when made or the Borrower has committed a breach of any of its covenants contained in Article 10;
- (4) The Borrower has committed a material breach under any other loan contract to which it is a party;
- (5) The Borrower has ceased its operation or has been terminated or revoked or has become bankrupted;
- (6) The financial status of the Borrower or the guarantor has materially deteriorated.

#### Article 12 Deduction

The Borrower hereby agrees that the Lender may deduct any amount due and payable by the Borrower hereunder directly from the accounts opened by the Borrower at the branches and departments of Bank of China.

#### Article 13 Taxes and Fees

Any and all taxes and fees arising out of and in connection with the execution and performance of this Agreement and the settlement of disputes hereunder shall be paid by the Borrower, including without limitation, the stamp tax, interest withholding tax, litigation cost, enforcement charge, legal fees and notary fee.

#### Article 14 Offsetting and No Waiver

The Borrower shall fully pay any and all amounts payable by it hereunder and shall not request any offsetting against any such amount, except with the consent of the Lender.

The Borrower shall not assign any of its obligations hereunder to any third party without the written consent of the Lender.

No tolerance, grace or preference granted to the Lender or any delay in exercising any right by the Lender hereunder shall in any way affect, prejudice or restrict any right or remedy vested in or available to the Lender under this Agreement or by law, nor shall any such tolerance, grace, preference or delay be deemed as a waiver by the Lender of any right, benefit or interest hereunder or release the Borrower from any obligations assumed by it hereunder.

#### Article 15 Amendment and Termination

This Agreement may be amended, supplemented or terminated by written agreement between the parties hereto. Any and all amendments and supplements hereto shall constitute an integral part of this Agreement.

Any invalidity of any provision hereof shall not affect in any way the validity of any remaining provision hereof.

#### Article 16 Governing Law, Settlement of Disputes and Jurisdiction

This Agreement may be amended, supplemented or terminated by written agreement between the parties hereto. Any and all amendments and supplements hereto shall constitute an integral part of this Agreement.

Any invalidity of any provision hereof shall not affect in any way the validity of any remaining provision hereof.

This Agreement shall be governed by the laws of the People's Republic of China.

Any dispute arising from, out of or in connection with this Agreement shall be settled by friendly consultations between the Parties. Consultations shall begin immediately upon one Party delivering to the other Party a written request for such consultation. If within 30 (thirty) days following the date on which the request is given, the dispute cannot be settled through consultation, the dispute shall be submitted to arbitration in Beijing pursuant to the then effective arbitration rules and under the auspices of the China International Economic and Trade Arbitration Committee (CIETAC) upon the request of any Party with notice to the other Party. The arbitration shall have three arbitrators. Each shall select one arbitrator. The two selected arbitrators shall jointly select the Chairman. The Chairman shall be neither a Chinese citizen nor US citizen. In the event the two arbitrators cannot agree upon a candidate for Chairman then the secretary of CIETAC shall make such determination. The arbitral award shall be final and binding upon both Parties. The costs of the arbitration shall be borne the losing party.

Article 17 Appendices

The following appendices, and other appendices mutually agreed upon by the parties hereto, shall constitute an integral part hereof and shall be equally authentic with this Agreement:

Application for drawdown  
- - - - -

Article 18 Effectiveness

This Agreement shall come into full force and effect upon being signed by the legal representatives or authorized signatories of and affixed with the official seals of the Borrower and the Lender.

This Agreement is made in 4 originals in English and Chinese, of which each party hereto shall hold 2 originals. Both originals shall be equally valid.

Article 19 Special Notes

The Borrower and the Lender have fully negotiated over any and all terms contained herein.

The Lender has requested the Borrower to pay special attention to, and to obtain the full and accurate understanding of, any and all terms contained herein on the rights and

obligations of the parties hereto. The Lender has made relevant explanations of such terms to the Borrower as per the Borrower's request.

Both parties hereto hereby confirm their completely identical understanding of any and all terms contained herein.

Article 20 Notices

All notices to be issued under or in connection with this Agreement shall be in the English and Chinese language and considered validly given effective upon receipt if sent by reputable courier or if delivered by hand against receipt. In case of hand delivery Kadant Inc. shall receive a copy by facsimilie and courier:

If to Borrower:

-----

Kadant Light Machinery (Jining) Co., Ltd.  
NO. 99 Jidian Yi Road,  
-----  
High-tech Development Zone  
-----  
Jining, Shandong 272023 China  
-----  
Attention: President  
-----

With a copy to:

-----

Kadant Inc.  
-----  
One Acton Place, Suite 202  
-----  
Acton, MA 01720  
-----  
Attention: Treasurer  
-----

If to Lender:

-----

Bank of China Limited, Jining Branch  
-----  
No. 99, Guanghe Road  
-----  
Jining , Shandong China  
-----  
Attention: Manager of Company Department  
-----

For and on behalf of:

Borrower: \_\_\_\_\_ (official seal)

Signed by: \_\_\_\_\_  
Legal Representative (or authorized signatory)

Date: \_\_\_\_\_, \_\_\_\_

For and on behalf of:

Lender: \_\_\_\_\_ (official seal)

Signed by: \_\_\_\_\_  
Legal Representative (or authorized signatory)

Date: \_\_\_\_\_, \_\_\_\_

Annex 2  
Form of Standby L/C

(ISSUE DATE)  
OUR L/C NO.:

MESSAGE SENT TO:  
BANK OF CHINA  
[address]

APPLICANT:  
KADANT INC.  
ONE ACTON PLACE, SUITE 202  
ACTON, MA USA 01720  
ATTENTION: TREASURER

DOCUMENTARY CREDIT NUMBER: -----

FURTHER IDENTIFICATION: REQUEST

DATE OF ISSUE:

DETAILS:

WE HAVE ESTABLISHED OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR AS DETAILED HEREIN SUBJECT TO ISP98, TO SECURE THE BANKING FACILITIES MADE BY BANK OF CHINA, JINING BRANCH TO KADANT LIGHT MACHINERY (JINING) CO., LTD. ("KADANT WFOE") UNDER THE LOAN AGREEMENTS IN AN AGGREGATE AMOUNT NOT TO EXCEED RMB 72,000,000.00 (SEVENTY-TWO MILLION RENMINBI).

BENEFICIARY: BANK OF CHINA, JINING BRANCH  
NO.99, GUANGHE ROAD, JINING,  
SHANDONG, CHINA

APPLICANT: KADANT INC.  
ONE ACTON PLACE, SUITE 202  
ACTON, MA USA 01720

DATE AND PLACE OF EXPIRY: May --, 2007  
NEW YORK, NY

DOCUMENT CREDIT AMOUNT: USD 10,000,000.00

AVAILABLE WITH: BANK OF CHINA  
NEW YORK  
BY PAYMENT

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL 12 MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO THE CURRENT EXPIRY DATE YOU ARE INFORMED VIA SWIFT, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD. HOWEVER IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF MAY11,2010. UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY DATE, BY YOUR SWIFT AND DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING EXACTLY AS FOLLOWS:  
THE AMOUNT OF THIS DRAWING USD ..... UNDER BANK OF CHINA, NY LETTER OF CREDIT NUMBER ----- REPRESENTS FUNDS DUE US AS WE HAVE RECEIVED NOTICE FROM BANK OF CHINA, NY OF THEIR DECISION NOT TO AUTOMATICALLY EXTEND LETTER OF CREDIT NUMBER ----- AND THE UNDERLYING OBLIGATION REMAINS OUTSTANDING.

IN THE EVENT THIS LETTER OF CREDIT IS SUBSEQUENTLY AMENDED BY US TO RESCIND A NOTICE OF NON-EXTENSION AND TO EXTEND THE EXPIRY DATE HEREOF TO A FUTURE DATE, SUCH EXTENSION SHALL BE FOR THAT SINGLE PERIOD ONLY AND THIS LETTER OF CREDIT WILL NOT BE SUBJECT TO ANY FUTURE AUTOMATIC EXTENSIONS UNLESS AN AUTOMATIC EXTENSION PROVISION IS EXPRESSLY INCORPORATED INTO SUCH AMENDMENT.

A COPY OF OUR NOTICE THAT THE LETTER OF CREDIT WILL NOT BE AUTOMATICALLY EXTENDED WILL ALSO BE SENT TO:

KADANT INC.  
ONE ACTON PLACE, SUITE 202  
ACTON, MA USA 01720  
ATTENTION: TREASURER

ADDITIONAL DETAILS:

THIS LETTER OF CREDIT IS AVAILABLE AT SIGHT UPON RECEIPT BY US OF YOUR AUTHENTICATED SWIFT/TELEX STATING:

1. "THE AMOUNT OF THIS DRAWING USD....., UNDER BANK OF CHINA, NY LETTER OF CREDIT NO. \_\_\_\_\_ REPRESENTS THE USD

EQUIVALENT OF FUNDS/OBLIGATIONS DUE US AS KADANT LIGHT MACHINERY

(JINING) CO., LTD HAS DEFAULTED ON ITS RMB LOAN PAYMENT/OBLIGATIONS

-----  
TO BANK OF CHINA, JINING UNDER LOAN NO. ----, YEAR ----, ZI----,  
HAO----, AND THE AMOUNT CLAIMED HAS BECOME DUE AND REMAINS UNPAID"

2. "BANK OF CHINA, JINING HAS DELIVERED NOTICE TO THE APPLICANT OF  
THE DEFAULT OF KADANT LIGHT MACHINERY (JINING) CO., LTD. ON  
[DATE], WHICH IS NO LESS THAN THIRTY DAYS PRIOR TO THE DATE OF  
OUR STATEMENT IN DOCUMENT 1".

THE USD EQUIVALENT OF RENMINBI DETERMINED BY BANK OF CHINA, HEAD OFFICE'S  
ANNOUNCED SEVEN DAYS FORWARD EXCHANGE RATE ON THE DATE OF YOUR DRAWING SHALL BE  
USED FOR THE CALCULATION OF YOUR DRAWING AMOUNT.

PARTIAL DRAWINGS ARE ACCEPTABLE.

AS THE UNDERLYING RMB LOAN OBLIGATION IS PAID DOWN, BANK OF CHINA, JINING  
(BENEFICIARY) SHALL NOTIFY AND PROVIDE BANK OF CHINA, NY AND JP MORGAN CHASE  
BANK, BY AUTHENTICATED SWIFT NO LATER THAN 10 DAYS AFTER THE DATE A LOAN  
REPAYMENT IS MADE NOTICE OF (A) THE AMOUNT IN RMB OF THE REPAYMENT MADE  
("REPAYMENT AMOUNT"), (B) THE OUTSTANDING AMOUNT OF THE RMB LOANS, (C)  
INSTRUCTIONS TO THE ISSUING BANK TO REDUCE THIS STANDBY LETTER OF CREDIT BY THE  
USD EQUIVALENT AMOUNT EQUAL TO THE REPAYMENT AMOUNT, DETERMINED BY DIVIDING THE  
REPAYMENT AMOUNT BY [--] (EXCHANGE RATE). IF THE REDUCED STANDBY LETTER OF  
CREDIT AMOUNT IS INSUFFICIENT TO COVER THE REMAINING OUTSTANDING RMB LOANS BASED  
ON THE PREVAILING EXCHANGE RATE ANNOUNCED BY BANK OF CHINA, HEAD OFFICE, BUT IN  
NO EVENT LOWER THAN [--] RMB to 1 USD, THE BENEFICIARY RESERVES THE RIGHT TO  
REQUEST THE APPLICANT FOR ADDITIONAL GUARANTY(IES) OR COLLATERAL TO COVER THE  
SHORTFALL FOR UP TO US\$10 MILLION AS PROVIDED IN THE RMB LOANS. NO LATER THAN 3  
BUSINESS DAYS OF THE DATE OF ISSUANCE OF SUCH NOTICE, THE ISSUING BANK SHALL  
REDUCE THE AMOUNT OF THIS LETTER OF CREDIT WITHOUT FURTHER ACTION BY THE  
BENEFICIARY BY THE AMOUNT STATED IN THE NOTICE.

ALL CORRESPONDENCE AND ANY DRAWINGS PRESENTED ARE TO BE DIRECTED TO BANK OF  
CHINA, NEW YORK.

THIS LETTER OF CREDIT IS NOT ASSIGNABLE OR TRANSFERRABLE WITHOUT THE CONSENT OF  
THE APPLICANT AND THE ISSUING BANK.

WE HEREBY ENGAGE WITH THE BENEFICIARY THAT ALL DRAWINGS DRAWN UNDER AND IN  
COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES  
("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

## CERTIFICATION

-----

I, William A. Rainville, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended July 1, 2006 of Kadant Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2006

/s/ William A. Rainville

-----  
 William A. Rainville  
 Chief Executive Officer

## CERTIFICATION

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I, Thomas M. O'Brien, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended July 1, 2006 of Kadant Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2006

/s/ Thomas M. O'Brien  
 -----  
 Thomas M. O'Brien  
 Chief Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, the undersigned, William A. Rainville, Chief Executive Officer, and Thomas M. O'Brien, Chief Financial Officer, of Kadant Inc., a Delaware corporation (the "Company"), do hereby certify, to our best knowledge and belief, that:

The Quarterly Report on Form 10-Q for the fiscal quarter ended July 1, 2006 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in this Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 10, 2006

/s/ William A. Rainville  
-----  
William A. Rainville  
Chief Executive Officer

/s/ Thomas M. O'Brien  
-----  
Thomas M. O'Brien  
Chief Financial Officer