

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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<i>In re:</i>	:	Chapter 11
	:	
NEWPAGE CORPORATION <i>et al.</i> , ¹	:	Case No. 11-12804 (KG)
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

**STATEMENT OF FINANCIAL AFFAIRS FOR
NEWPAGE WISCONSIN SYSTEM INC. (CASE NO. 11-12807)**

SUPPLEMENTAL SOFA QUESTION 4a

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Chillicothe Paper Inc. (6154), Escanaba Paper Company (5598), Luke Paper Company (6265), NewPage Canadian Sales LLC (5384), NewPage Consolidated Papers Inc. (8330), NewPage Corporation (6156), NewPage Energy Service LLC (1838), NewPage Group Inc. (2465), NewPage Holding Corporation (6158), NewPage Port Hawkesbury Holding LLC (8330), NewPage Wisconsin System Inc. (3332), Rumford Paper Company (0427), Upland Resources, Inc. (2996), and Wickliffe Paper Company LLC (8293). The Debtors' corporate headquarters is located at 8540 Gander Creek Drive, Miamisburg, OH 45342.



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These Amended Global Notes regarding the Debtors' Schedules and SOFAs comprise an integral part of the Schedules and SOFAs and should be referred to and considered in connection with any review of them.

verified the accuracy of each such statement and representation, including, for example, statements and representations concerning amounts owed to creditors and their addresses.

On June 6, 2012, June 26, 2012, June 27, 2012 and October 23, 2012 the Debtors filed amendments and/or supplements to the Schedules and SOFAs (the "Amendments"). The Amendments comprise an integral part of the Schedules and SOFAs and should be referred to and considered in connection with any review of them. The Amendments are fully incorporated into the Schedules and SOFAs, as applicable, and these Amended Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules and SOFAs (the "Amended Global Notes") are incorporated by reference in, and comprise an integral part of, the Debtors' Schedules and SOFAs, and should be referred to and reviewed in connection with any review of the Schedules and SOFAs.

1. Reservation of Rights. The Debtors' chapter 11 cases are large and complex. Although the Debtors' management made every reasonable effort to ensure the Schedules and SOFAs are as accurate and complete as possible, based on the information available at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and SOFAs, and inadvertent errors or omissions may have occurred. Because the Schedules and SOFAs contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and SOFAs are complete and accurate.

Nothing contained in the Schedules and SOFAs or these Amended Global Notes shall constitute an admission or a waiver of any of the Debtors' rights to assert any claims or defenses. For the avoidance of doubt, listing a claim on Schedule D as "secured," on Schedule E as "priority," on Schedule F as "unsecured nonpriority," or listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of any claimant, or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract. Failure to designate a claim on the Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent" or "unliquidated."² Further, nothing contained in the Schedules and SOFAs shall constitute a waiver of any of the Debtors' rights with respect to these chapter 11 cases and specifically with respect to any issues involving equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

² The first three sentences of the paragraph in the text do not apply to the scheduled claims of (a) the holders of certain 11.375% senior secured first lien notes due 2014 (the "First Lien Notes") or (b) the holders of certain 10% fixed rate senior secured second lien notes due 2012 (the "Second Lien Fixed Rate Notes") and the holders of certain floating rate senior secured second lien notes due 2012 (the "Second Lien Floating Rate Notes," and together with the Second Lien Fixed Rate Notes, the "Second Lien Notes").

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- The Debtors reserve all rights to amend the Schedules and SOFAs as necessary and appropriate, including, but not limited to, with respect to claim description and designation.
2. Reporting Date. The Debtors' fiscal year ends on December 31. All asset and liability information, except where otherwise noted, is provided as of the Commencement Date.
 3. Currency. All amounts are reflected in U.S. dollars as of the Commencement Date, unless otherwise noted below. Assets and liabilities denominated in foreign currencies are translated into U.S. dollars at reasonable market exchange rates at the appropriate period end.
 4. Estimates and Assumptions. The preparation of the Schedules and SOFAs required the Debtors to make certain estimates and assumptions that affected the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenue and expense. Actual results could differ materially from these estimates.
 5. Asset Presentation and Valuation. The Debtors do not have current market valuations for all assets. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations for all assets. Wherever possible, unless otherwise indicated, net book values as of the Commencement Date are presented. When necessary, the Debtors have indicated that the value of certain assets is "Unknown" or "Undetermined." Amounts ultimately realized may vary materially from net book value (or whatever value was ascribed). Accordingly, the Debtors reserve all rights to amend, supplement, or adjust the asset values set forth herein. As applicable, fixed assets and leasehold improvement assets that have been fully depreciated or fully amortized, or were expensed for GAAP accounting purposes, have no net book value and are therefore not included in the Schedules and SOFAs.
 6. Liabilities. Some of the scheduled liabilities are unknown, contingent, and/or unliquidated at this time. In such cases, the amounts are listed as "Unknown" or "Undetermined." Accordingly, the Schedules and SOFAs do not accurately reflect the aggregate amount of the Debtors' total liabilities.
 7. Consolidated Accounts Payable and Disbursements System. The Debtors use a centralized cash management system to streamline collection, transfer, and disbursement of funds generated by the Debtors' business operations. The Debtors accurately record which entity has made such collections, transfers, and disbursements as they are made. The cash management system is operated and maintained by Debtor NewPage Corporation ("NewPage"), the Debtors' primary corporate entity. All receivables are received by, and all payables are paid by, NewPage on behalf of each of the Debtors and non-debtor affiliates, with the

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exception of NewPage Port Hawkesbury Corporation, a non-debtor affiliate organized under the laws of Nova Scotia, Canada, in the ordinary course of business and Consolidated Water Power Co., a non-debtor affiliate organized under the laws of Wisconsin, in the ordinary course of business. The Debtors record in their books and records any receipts and/or disbursements made on behalf of Debtor and non-debtor affiliates as intercompany balances.

8. Intercompany Transactions. Both before and after the Commencement Date, and pursuant to Bankruptcy Court approval, the Debtors routinely engaged (and continue to engage) in intercompany transactions with non-debtor subsidiaries and affiliates. The respective intercompany accounts payable and receivable as of the Commencement Date, if any, are reflected in the respective Debtors' Schedules and SOFAs, subject to the limitations noted above related to the Debtors' Consolidated Accounts Payable and Disbursements System. The Debtors reserve all rights with respect to such intercompany accounts payable and receivable.
9. Leases. Any unexpired leases are included on Schedule G. To the extent any amounts were outstanding under any leases as of the Commencement Date, the lessors have been included on Schedule F.
10. Recharacterization. The Debtors made all reasonable efforts to correctly characterize, classify, categorize, or designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and SOFAs. Due to the complexity and size of the Debtors' business, however, it is possible that the Debtors improperly characterized, classified, categorized, or designated certain items. In addition, certain items reported in the Schedules and SOFAs may be included in more than one category. The designation of a category is not meant to be wholly inclusive or descriptive of the rights or obligations represented by such item.
11. Undetermined or Unknown Amounts. The description of an amount as "Undetermined" or "Unknown" is not intended to reflect upon the materiality of such amount. Additionally, the dollar amounts of claims listed may be exclusive of contingent and additional unliquidated amounts. Further, the claims of individual creditors, for among other things, goods, services, or taxes are listed as amounts entered on the Debtors' books and records and may not reflect credits or allowances due from such creditors to the Debtors or setoffs applied by such creditors against amounts due by such creditors to the Debtors with respect to any such credits and allowances.
12. Bankruptcy Court First-Day Orders. The Bankruptcy Court authorized the Debtors to pay various outstanding prepetition claims, including, but not limited to: payments relating to employee compensation, benefits, and taxing authorities; payments for the transportation and warehousing of the Debtors goods and materials; payments to critical trade vendors; and other prepetition liabilities.

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Where the Schedules list creditors and set forth the Debtors' scheduled amount attributable to such claims, such scheduled amount reflects amounts owed as of the Commencement Date but adjusted for any payments made for prepetition liabilities as allowed by order of the Bankruptcy Court as of the time of the preparation of these documents. To the extent any adjustments are further necessary for any additional payments to be made on account of such claims following the commencement of these chapter 11 cases pursuant to the authority granted to the Debtors by the Bankruptcy Court, such adjustments have not been included in the Schedules and SOFAs unless otherwise noted on the applicable Schedule.

13. Contingent Assets and Causes of Action. Despite the Debtors' reasonable efforts to identify all known assets, the Debtors may not have listed all causes of action or potential causes of action against third parties as assets in the Schedules and SOFAs, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all rights with respect to any potential claims, causes of action, or avoidance actions, and neither these Amended Global Notes nor the Schedules and SOFAs shall be deemed a waiver of any such potential claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

The Debtors may also possess contingent and unliquidated claims against non-debtor affiliates for various financial accommodations and or benefits extended from time to time, including, but not limited to, contingent and unliquidated claims for contribution, reimbursement, and/or indemnification arising from various (i) letters of credit, (ii) surety bonds, (iii) guarantees, (iv) indemnities, (v) warranties, and (vi) other arrangements.

Additionally, prior to the Commencement Date, the Debtors, as plaintiff, may have commenced various lawsuits in the ordinary course of business against third parties seeking monetary damages for business-related losses.

14. Guarantees and Other Secondary Liability Claims. The Debtors used their reasonable best efforts to locate and identify guarantees and other secondary liability claims (the "Guarantees") in their executory contracts, unexpired leases, secured financings, debt instruments, and other agreements. Where such Guarantees have been identified, they were included in the relevant Schedules. The Debtors placed Guaranty obligations on Schedule H for both the primary obligor and the guarantor of the relevant obligation. Such Guarantees were also placed on Schedule D or F, as applicable, for each guarantor. Further, the Debtors believe certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements may have been inadvertently omitted. Thus, the Debtors reserve their rights to amend the Schedules to the extent that additional Guarantees are identified. In addition,

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the Debtors reserve the right to amend the Schedules and SOFAs to recharacterize or reclassify any such contract or claim.

15. Investigations. From time to time, the Debtors may be subject to certain investigations from various governmental and nongovernmental entities. The Debtors have complied with all requests for documents and information. Since the Commencement Date, the Debtors have not been engaged in any proceedings regarding these investigations, and therefore excluded this information from the Schedules and SOFAs.
16. Amendments. Pursuant to Bankruptcy Rule 1009, the Debtors may amend the Schedules and SOFAs as necessary and appropriate to reflect material changes, if any, that arise during the pendency of these chapter 11 cases. In addition, the Debtors reserve the right to dispute or assert offsets or defenses to any claim listed on the Schedules.
17. Assumptions Used in Preparing Answers to Specific Questions on the Schedules and SOFAs.
 - a. SOFA Question #1. For accounting purposes, all sales of finished paper products made by the operating Debtors are reported by NewPage Corporation. Finished goods paper inventory is produced by the various operating Debtors and then transferred, for accounting purposes, to NewPage Corporation to be sold to customers. These sales are listed as "operating" sales in the NewPage Corporation SOFA question 1. Small amounts of intermediate wood products are also produced and sold from time to time by the operating Debtors. These sales are listed as "wood product" sales in SOFA question 1.
 - b. SOFA Question #2. Interest income includes interest earned on investment securities, intercompany receivables, and other miscellaneous interest income items.

Other Income for NewPage Corporation also includes certain alternative fuel tax credits. The Debtors burn by-product wood materials produced at the Debtors' mills as an alternative fuel source to generate power at their mills. During 2009, the U.S. Internal Revenue Code granted a refundable excise tax credit for alternative fuel mixtures produced for use as a fuel. Accordingly, NewPage Corporation recognized Other Income for the alternative fuel tax credit in the amount of \$304 million in 2009 and an additional \$22 million in 2010, relating to an amended request for 2009. The tax credit program expired on December 31, 2009.
 - c. SOFA Question #3b. The cash disbursement processes, for all Debtor and non-Debtor companies are centralized through NewPage Corporation's corporate operations with all payments coming in and out of bank

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accounts owned by NewPage Corporation. However, the Debtors' information systems do capture the appropriate disbursing legal entity information.

These payments are for obligations incurred by NewPage Corporation as well as the obligations of the operating Debtors. SOFA question 3b lists payments made by the legal entity which incurred the obligation. While NewPage Corporation has no operations, for accounting purposes it sells the paper produced by the operating Debtors and therefore incurs obligations for out-bound transportation and other logistics costs associated with delivering paper to its customers. In addition, NewPage Corporation incurs obligations for corporate expenditure, including but not limited to: professional services, IT providers, customer programs, telecommunication, and employee benefit providers. NewPage Corporation also performs research and development activities on behalf of the organization and incurs obligations for the purchase of raw materials, chemicals and other operating supplies. These purchases are often from the same suppliers that provide these goods and services to the subsidiaries of NewPage Corporation. In addition, all prepayments to vendors are recorded as disbursements from NewPage Corporation in its accounting records, no matter which legal entity the purchase relates to. When the invoices related to these prepayments are processed, they are recorded against the legal entity that purchased the goods and/or services.

Transfers of cash between Debtor-owned cash accounts are not reflected in this question. Purchases of foreign currency are also not reflected in SOFA question 3b.

The Debtors employ Ceridian Corporation ("Ceridian") to process payroll for all Debtors, including making payments to employees for their calculated net pay, and transferring funds to the applicable taxing authorities for employee tax withholdings. Ceridian calculates the amounts (net pay, tax withholding and benefits withholding) for each payroll and communicates these amounts to NewPage Corporation. NewPage Corporation remits payments directly to third party benefit providers for employee benefit withholdings and funds the cash requirements to Ceridian, usually the day before the payroll due date. Thus, payments to individual employees are not shown in response to SOFA question 3b but are included in the listed payments to Ceridian.

Payments to the Debtors' professionals that have been retained pursuant to Bankruptcy Court order can be found on SOFA question 9.

- d. SOFA Question #3c. The listing of a party as an "Insider," throughout the Schedules and SOFAs, is not intended to be, nor shall be, construed as a legal characterization or determination of such party as an actual insider

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and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved.

- e. SOFA Question #8. Worker's compensation claims generally were excluded from the Schedules and SOFAs because the Debtors are performing their obligations as required by law and in accordance with Bankruptcy Court orders granting authority to the Debtors to satisfy those obligations in the ordinary course. The schedule also excludes any *de minimis* claims which did not exceed the deductible amount for certain insurance policies.
- f. SOFA Question #10. The Debtors make small *de minimis* transfers of assets in the ordinary course of business and do not record all small transfers in their accounting or other records. Thus, information on all transfers, or certain information relating to such transfers, may not have been available nor included in SOFA question #10.
- g. SOFA Question #13. As part of their customer rebate and incentive programs, certain customers routinely reduce payments to NewPage Corporation for the purchase of paper products by the amount of the rebate or incentive earned. In addition, from time to time, and in the ordinary course of business, customers may reduce payments to NewPage Corporation for returns and credits. These types of transactions have not been included in SOFA question # 13.
- h. SOFA Question #14. The Debtors routinely withhold or retain certain funds from employees for payment to certain governmental authorities. These funds are held in trust for turnover to the applicable governmental authority. Since the Debtors do not retain control of these funds, nor are these funds considered property of the estate, such amounts have not been itemized under SOFA question #14.
- i. SOFA Question #19d. Prior to the commencement of these chapter 11 cases, the Debtors considered numerous options with respect to restructuring alternatives. These restructuring alternatives included discussions with third parties, who, subject to confidentiality agreements, may have been granted access to certain information as requested from the Debtors' books and records.

Prior to October 17, 2011, the Debtors filed periodic reports with the Securities and Exchange Commission and as such, in the ordinary course, the Debtor may have provided consolidated financial information to banks, customers, suppliers, rating agencies and other various interested parties. In addition, in connection with their restructuring efforts, the Debtors provided financial statements to potential lenders and investors prior to the Commencement Date.

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- j. SOFA Questions #20a & 20b. The Debtors maintain raw materials, stores (parts & supplies), and semi-finished & finished goods inventory at the operating Debtors and NewPage Corporation. The raw material, stores and semi-finished inventory at NewPage Corporation relate to inventory located at NewPage Port Hawkesbury Corp. for which title vested in NewPage Corporation pursuant to that certain settlement agreement between NewPage Corporation and NewPage Port Hawkesbury Corp. Finished goods at NewPage Corporation are unsold paper that is produced by the operating Debtors and transferred for accounting purposes to NewPage Corporation for sale.

Inventory counts take place primarily on a periodic cycle basis (weekly, monthly or less frequently) and on different schedules for the various mill locations. During the cycle count process, a certain sub-population of the inventory is counted. The large dollar/heavy use items are counted more frequently. All inventory items are counted at least annually. The inventory is not typically counted in its entirety at any one time. The responsibility for conducting the inventory counts is generally with the mill purchasing groups and monitored by the mill controllers. On a corporate level, the process is the responsibility of the Director, Mill Order Management and the Finance Business Manager, Operations for finished goods inventory.

- k. SOFA Question #23. All payments to insiders of the Debtors have been listed under SOFA question #3c, including all forms of compensation, such as grants of stock options. SOFA question #23 incorporates by reference items listed under SOFA question #3c, and vice versa.
- l. Schedule Summary Pages. To the extent certain amounts on the individual schedules have been scheduled as "Unknown," such amounts have not been incorporated into the summary cover pages for the applicable schedule.
- m. Schedule B2. Cash accounts are presented at book value, unless otherwise noted. Accounts with a \$0.00 amount are either zero balance accounts or inactive accounts.
- n. Schedule B9. Individual insurance policies have been listed under the specific Debtor that is the signatory to the policy. Other Debtor and non-Debtor companies may be covered by these policies and could receive future settlements thereunder.
- o. Schedule B13. For the purposes of Schedule B13, each Debtor included only direct ownership interests in a subsidiary, and excluded any indirect ownership interest.

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- p. Schedule B16. In accordance with the Amended Order (I) Authorizing Debtors to Continue Using Their Cash Management System, Including the Movement of Funds Between Debtors and Non-Debtor Affiliates, and Maintain Existing Bank Accounts and Business Forms, and (II) Waiving Compliance with the Deposit and Investment Requirements of Section 345 of The Bankruptcy Code, dated October 7, 2011 [Docket No. 320], NewPage Corporation maintains intercompany ("I/C") receivables/payables with its operating subsidiaries. NewPage Corporation records I/C receivables for payments made on behalf of its operating subsidiaries, who in turn record corresponding I/C payables. NewPage Corporation records I/C payables for purchases of finished goods inventory from its operating subsidiaries, who in turn record I/C receivables.

In applying purchase accounting methods for business combinations under U.S. GAAP, NewPage Corporation recorded large I/C receivables in connection with its acquisition from Mead/Westvaco of the Escanaba, Rumford, Luke and Wickliffe mills. Since the acquisition, the amount of the I/C receivables have decreased, because the value of paper sold by those operating subsidiaries to NewPage Corporation exceeds the operating costs NewPage Corporation pays on their behalf.

Conversely, when applying purchase accounting for the acquisition of the NewPage Wisconsin System (which includes the Wisconsin Rapids, Biron, Duluth and Stevens Point mills) the allocation of purchase price was held in an Investment in Subsidiary account rather than an I/C account. NewPage Corporation maintains an I/C payable in favor of the NewPage Wisconsin System, as those mills have maintained a net positive cash flow to NewPage Corporation over the years.

- q. Schedule D. Except as otherwise agreed pursuant to a stipulation, or order entered by the Bankruptcy Court, the Debtors reserve all rights to dispute or challenge validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim. The descriptions provided in Schedule D are intended only as a summary. Reference to the applicable security agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Amended Global Notes or the Schedules and SOFAs shall be deemed a modification or interpretation

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of the terms of such agreements. The Debtors' obligations arising under the prepetition Revolving Credit and Guaranty Agreement, dated as of December 21, 2007 (as amended) are not included in Schedule D because those obligations in the amount of approximately \$232 million plus accrued interest and fees have been satisfied with the proceeds from the Debtors' Debtor-in-Possession financing.

- r. Schedule E. Certain claims listed on Schedule E are claims owing to various taxing authorities and to certain former employees to which the Debtors may potentially be liable. These claims may be the subject of ongoing audits or other determinations and the Debtors may be unable to determine with certainty the amount of many, if not all, of the claims listed on Schedule E. Therefore, the Debtors listed all such claim amounts as "Unknown" in amount, pending final resolution of ongoing audits or other determinations. Pursuant to various orders of the Bankruptcy Court, the Debtors are authorized to and may have already paid certain prepetition obligations. Therefore, certain claims otherwise entitled to priority under section 507 of the Bankruptcy Code have either not been listed on Schedule E because they have already been satisfied in the ordinary course or to the extent that such claims are listed on Schedule E may have been satisfied in the ordinary course of business and the Debtors reserve all rights to dispute, object to, or otherwise contest any such amounts scheduled.

- s. Schedule F. The Debtors scheduled only claims and executory contracts for which the Debtors may be contractually and/or directly liable. No claims have been scheduled for which the Debtors may have benefited indirectly from a contractual relationship to which a Debtor was not a named party. No claims have been scheduled where payments to third parties were made on the Debtors' behalf for administrative convenience or as a result of the Debtors' cash management system.

The Debtors maintain a centralized disbursement system with all payments coming in and out of bank accounts owned by NewPage Corporation. These payments are for obligations incurred by NewPage Corporation as well as the obligations of the operating Debtors. NewPage Corporation accurately records the legal entity for which such payment or receivable is being made. Schedule F lists general unsecured claims by the legal entity which incurred the obligation. While NewPage Corporation has no operations, for accounting purposes it sells the paper produced by the operating Debtors and therefore incurs obligations for out-bound transportation and other logistics costs associated with delivering paper to its customers. In addition, NewPage Corporation incurs obligations for corporate expenditure, including but not limited to: professional services, IT providers, customer programs,

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telecommunication, and employee benefit providers. NewPage Corporation also performs research and development activities on behalf of the organization and incurs obligations for the purchase of raw materials, chemicals and other operating supplies. These purchases are often from the same suppliers that provide these goods and services to the subsidiaries of NewPage Corporation.

- t. Schedule G. The Debtors' business is large and complex. While the Debtors' existing records and information systems have been relied upon to identify and schedule executory contracts and every effort has been made to ensure the accuracy of the Schedules of Executory Contracts and Unexpired Leases, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement Schedule G as necessary. The contracts, agreements, and leases listed therein may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements which may not be listed therein. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings.

The Debtors have hundreds of confidentiality agreements, many of which the Debtors believe may be executory. At the time of filing the Schedules, the Debtors were still in the process of compiling information related to these confidentiality agreements. The Debtors intend to supplement Schedule G with an addendum listing these additional agreements as soon as they have completed the compilation of all the relevant information.

The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the rights to dispute or challenge the characterization or the structure of any transaction document or instrument. Certain executory agreements may not have been memorialized and could be subject to dispute. Generally, executory agreements that are oral in nature have not been included in Schedule G.

- u. Schedule H. In the ordinary course of business, the Debtors may be involved in pending or threatened litigation or other claims. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. These claims have not been set forth individually on Schedule H. As a result of prior merger and acquisition transactions, the Debtors have assumed certain

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liabilities that occurred prior to the Debtors' ownership of its businesses. The liabilities may include, but are not limited to, workers' compensation, asbestos litigation, and environmental matters. If the Debtors do not satisfy these claims, the creditors of these obligations may have recourse to pursue satisfaction of these claims against the prior owners of the Debtors' businesses. These entities include Mead/Westvaco Corporation and Stora Enso Oyj. As it is not certain whether these creditors have recourse against the former owners of these businesses, these claims have not been set forth individually on Schedule H. In addition, many of the claims have numerous defendants, such as the asbestos litigation, but only the first named defendant in the case caption is listed.

Schedule H includes Guarantees by various non-Debtor affiliates. The Debtors may not have identified all Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. The Debtors reserve all rights to amend the Schedules to the extent that additional Guarantees are identified or such Guarantees are discovered to have expired or be unenforceable.

18. Limitation of Liability. The Debtors and their officers, employees, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy, completeness, or currentness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused, in whole or in part, by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. The Debtors and their officers, employees, agents, attorneys, and financial advisors expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtors or their officers, employees, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused.

FORM 7 - STATEMENT OF FINANCIAL AFFAIRS
UNITED STATES BANKRUPTCY COURT
District of Delaware

In re: NewPage Wisconsin System Inc.

Case No. 11-12807 (KG)

SUPPLEMENTAL STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

This Supplemental Statement of Financial Affairs (the "SOFAs" supplements SOFA Question 4a as to the applicable Debtor.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or selfemployed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

4. Suits and administrative proceedings, executions, garnishments and attachments

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
	In re Publication Paper Antitrust Litigation, Case No. 3:04-md-1631	Multidistrict Litigation prosecuted by representatives of a certified plaintiff class and others seeking treble damages under federal antitrust law.	United States District Court for the District of Connecticut	On remand from the United States Court of Appeals for the Second Circuit opinion vacating the court's grant of summary judgment to NewPage Wisconsin System Inc.
	The Harman Press, et al. v. International Paper, et al., Case No. CGC-04-432167	Class action seeking to recover antitrust damages under California law.	Superior Court of California, San Francisco County	Stayed pending further action in the Multidistrict Litigation.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

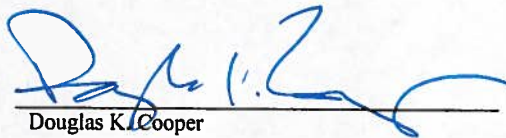
In re: **NewPage Wisconsin System Inc.**

Case No. 11-12807 (KG)

Declaration Concerning Debtor's Supplemental Statement of Financial Affairs

I, Douglas K. Cooper, Vice President, General Counsel & Secretary of the corporation named as debtor in this case, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date: October 23, 2012

Signature: 

Douglas K. Cooper

Vice President, General Counsel & Secretary
