



**Werthan Packaging, Inc. – Debtor In Possession
Case Number 3:16-bk-08624**

In connection with your evaluation of a possible transaction (“Transaction”) involving Werthan Packaging, Inc. (the “Company”) and your organization/company (identified on page two hereof and hereinafter referred to as “Buyer”), Buyer and the Company are prepared to make available to each other certain information that is non-public, confidential or proprietary in nature (“Evaluation Material”).

By execution of this letter agreement (the “Agreement”), each party agrees to treat all Evaluation Material confidentially and to observe the terms and conditions set forth herein. For purposes of this Agreement, Evaluation Material shall include all information, regardless of the form in which it is communicated or maintained (whether prepared by the Company or otherwise) that contains or otherwise reflects information concerning the Company, Buyer, or its Representatives (as defined below) that may be provided in the course of evaluating the Transaction. The term “Evaluation Material” shall also include all reports, analyses, notes or other information that are based on, contain or reflect any Evaluation Material (“Notes”). Neither party shall be required to maintain the confidentiality of those portions of the Evaluation Material that (i) becomes generally available to the public [other than as result of a disclosure by the Company or Buyer in violation of this agreement], (ii) were available on a non-confidential basis prior to the disclosure of such Evaluation Material or (iii) becomes available on a non-confidential basis from a source other than the Company or Buyer or its agents, advisors or representatives.

Each party also agrees that it will not use the Evaluation Material for any purpose other than evaluating a Transaction. Each party agrees not to disclose or allow disclosure to others of any Evaluation Material; except that, a party may disclose Evaluation Material to its directors, officers, employees, partners, affiliates, agents, advisors, financing sources, or representatives (hereinafter, “Representatives”), to the extent necessary to permit such Representatives to assist in making the determination referred to in the prior sentence, provided, that such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto and the Company and Buyer shall be responsible for any breach of this Agreement by its respective Representatives.

In the event that Buyer, the Company, or anyone to whom transmits any Evaluation Material in accordance with this Agreement are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Evaluation Material, each party will, to the extent legally permissible, provide the other party prompt written notice of such request or requirement so that the an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and will cooperate to obtain such protective order. In the event that such protective order or other remedy is not obtained, each party (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, on the advice of counsel, is legally required to be disclosed and, upon request, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

It is further understood and agreed that Resurgence Financial Services, LLC (“RFS”) will arrange for appropriate contacts for due diligence purposes. It is also understood and agreed that all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings and (iv) discussions or questions regarding procedures, will be submitted or directed exclusively to RFS, and that none of you or your Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication with any director, officer, customer or employee of the Company concerning the Evaluation Material or a Transaction, provided that the foregoing shall not apply to previously initiated communications conducted in the normal course of business.

In event that any provision or portion of this letter is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this letter shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee. This Agreement shall terminate one (1) year from the date hereof.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.



Gary Murphey
Chief Restructuring Officer
Werthan Packaging, Inc.

Agreed and Accepted:

Signed: _____
Name of Individual and Title

Company (referred to as "Buyer" herein)

Date