# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is made as of _________________, 2014 by and among: (i) Estate WPBC Company (formerly known as White Birch Paper Company, together with its subsidiaries, the "**Company**"); and (ii) ________________________________. (the "**Recipient**").

**WHEREAS** Ernst & Young Inc. acting in its capacity as Court appointed Monitor to the Company has filed with the Court a report dated February 6, 2014 (the "**December Report**");

**WHEREAS** the Company considers that the Appendices (the "**Confidential Appendices**") in support of the December Report contain confidential, proprietary and commercially sensitive information, and in any event should not be given to a competitor of the operations formerly conducted by the Company;

**WHEREAS** the Recipient is representing hereby that it is a creditor of the Company, is not a competitor of the operations formerly conducted by the Company and has submitted a written request to obtain copies of the Confidential Appendices;

**WHEREAS** the Company has accepted the Recipient's request, without prejudice to its right to contest the Recipient's status as a creditor, and subject to the execution of the present Agreement;

**THEREFORE**, in consideration of the covenants and conditions set forth herein, it is agreed as follows:

1. As a condition to the Recipient receiving copies of the Confidential Appendixes (which appendices and the contents thereof shall be referred to herein as the "**Confidential Information**"), the Recipient agrees to treat as confidential the Confidential Information that is furnished by or on behalf of the Company to the Recipient or its directors, officers, members, employees, advisors or attorneys (collectively, "**Representatives**").

2. The term "Confidential Information" does not include information which: (a) is already in Recipient's possession; provided, however, that the source of such information was not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or any other person with respect to such information, (b) is or becomes generally available to the public on a non-confidential basis other than as a result of disclosure by Recipient in violation of this Agreement, (c) becomes available to Recipient on a non-confidential basis from a source other than the Company or its advisors if such source is not known by you to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company or another party, or (d) is developed by Recipient not in violation of this Agreement.

3. The Recipient hereby agrees that the Confidential Information will be kept confidential by the Recipient and will not be disclosed to or discussed with any third party, except as otherwise provided herein. The Confidential Information may be disclosed: (a) to the Recipient's Representatives who need to know the information contained therein for purposes of

advising Recipient with respect to the its rights as a creditor of the Company; (b) pursuant to subpoena or court process subject to the provisions set forth below; or (c) as Recipient may reasonably believe to be otherwise required by law or legal process; provided, however, the Recipient will provide, to the extent permitted by applicable law, regulation or legal or regulatory process, the Company with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and the Recipient and its Representatives will fully cooperate with the Company's efforts to obtain the same, at the expense of the Company. If, absent the entry of such a protective order or other remedy, the Recipient or such Representative is advised by its counsel that it is compelled to disclose Confidential Information, the Recipient or such Representative may disclose that portion of the Confidential Information the Recipient or such Representative is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed.

4. The Recipient shall not use, produce, refer to or otherwise rely upon the Confidential Information in the context of any current or future litigation or arbitration, except, as the case may be, for the purpose of instituting any proceedings in relation to the transactions described in the December Report or in connection therewith. The production in court of any such Confidential Information as permitted in this paragraph shall be under seal.

5. The Recipient shall ensure that each of its Representatives who are either provided with Confidential Information, or otherwise have access to such Confidential Information, understands and agrees to be bound by the terms of this Agreement. The Recipient agrees to be liable for any breach of this Agreement by any of its respective Representatives; provided, however, that any Representative that has executed a confidentiality agreement with the Company shall be directly liable to the Company for any breach pursuant to the terms and conditions of such Representative's confidentiality agreement.

6. The reports listed in Appendix S are copyrighted and may not be reproduced in any manner. The Recipient may consult at the premises of the Monitor during normal business hours and with advance notice at a mutually convenient time.

7. It is understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that the Company shall be entitled to specific performance and injunctive relief as a remedy for any such breach or threatened breach to the extent permitted by law. In the event that such relief is granted, such remedy or remedies shall not be deemed to be the exclusive remedy or remedies for breach or threatened breach of this Agreement, but shall be in addition to all other remedies available at law to the Company.

8. This Agreement is for the benefit of each of the Recipient and the Company, is governed by the laws of the Province of Quebec without regard to its conflict of laws principles.

9. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

10. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.

11. This Agreement may be signed in one or more counterparts (including by means of telecopied or electronic signature pages), each of which need not contain the signature of all parties hereto, and all of such counterparts taken together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the Company and the Recipient have executed this Agreement as of the date and year first written above.

**ESTATE WBPC COMPANY, on behalf of itself and its Subsidiaries**

By: ________________________________________
Name:
Title:

**[NTD: insert name of Recipient, to be signed by duly authorized representative of Recipient]**

By: ________________________________________
Name:
Title: