



**Tekni-Plex, Inc.**

**Current Report**

**September 29, 2011**

*Date of Report (Date of earliest event reported)*

1150 First Avenue  
Suite 500  
King of Prussia, PA 19406  
(484) 690-1520

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***Item 1.01. Entry into a Material Definitive Agreement.***

On September 29, 2011, management and the Board of Directors of Tekni-Plex, Inc. (“Tekni-Plex” or the “Company”) concluded that as a result of difficulties in reconciling deferred income tax accounts, the Company will not be able to timely deliver the audited financial statements for the fiscal year ended July 1, 2011 (the “2011 Annual Report”). The Company is working with its independent accountants to resolve these issues as promptly as possible.

Under the terms of the Company’s First-Lien Term Loan Credit Agreement and the Indenture dated as of November 21, 2003, relating to the Company’s 8 <sup>3</sup>/<sub>4</sub> Senior Secured Notes due 2013 (the “Indenture”), the failure to timely deliver the 2011 Annual Report results in a default, subject to 30-day and 60-day cure periods, respectively. In addition, the Company has obtained a waiver under its First Lien Loan and Security Agreement that provides a 30-day cure period for the failure to timely deliver the 2011 Annual Report. A copy of such waiver is attached to this Report as Exhibit 10.1. The Company expects to deliver the 2011 Annual Report within the required cure periods described above.

On September 29, 2011, this Current Report is being published on the Company’s website (<http://www.tekni-plex.com/financials/>) and the financial statements for the affected periods are being removed from the Company’s website. The Company publishes Annual, Quarterly and Current Reports on its website in accordance with Section 4.03 of the Indenture.



## EXHIBIT INDEX

Exhibit 10.1 Waiver to the First Lien Loan and Security Agreement dated as of November 19, 2010 among Tekni-Plex, Inc., certain subsidiaries of Tekni-Plex, Inc., the financial institutions party thereto and Bank of America, N.A. as agent.

September 28, 2011

Tekni-Plex, Inc., as Borrower Agent  
1150 First Avenue, Suite 500  
King of Prussia, PA 19406  
Tel: (484) 690-1546  
Attn: Arthur Richards, Corporate Treasurer

Re: Conditional Waiver of Event of Default

Ladies and Gentlemen:

Reference is made to that certain First-Lien Loan and Security Agreement dated as of November 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the financial institutions signatory thereto (each, a "Lender" and, collectively, the "Lenders"), BANK OF AMERICA, N.A., in its capacity as the agent for the Lenders (in such capacity, "Agent"), TEKNI-PLEX, INC., a Delaware corporation ("Borrower Agent" or the "Company"), and each Subsidiary of the Company signatory thereto (together with Company, each a "Borrower" and collectively, the "Borrowers"). Initially capitalized terms used herein without definition shall have the meanings set forth in the Loan Agreement.

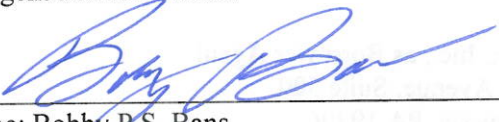
Pursuant to the terms of the Loan Agreement, within 90 days of the end of the Company's Fiscal Year ending July 1, 2011, Borrower Agent is to deliver to Agent the Company's audited financial statements and other related documents for the Fiscal Year ended July 1, 2011 as more fully set forth in Section 10.1(c) the Loan Agreement (collectively, the "2011 Annual Financials"). Agent and the Lenders hereby agree that (a) the failure by Borrower Agent to deliver the 2011 Annual Financials when due shall not constitute an Event of Default, and (b) the failure by Borrower Agent to deliver its audited financial statements for the Fiscal Year ended July 1, 2011 within 90 days of the end of such Fiscal Year as required by the Term Loan Credit Agreement and the Existing Notes Indenture shall not constitute a Default during the pendency of the respective cure periods set forth in the Term Loan Credit Agreement and the Existing Notes Indenture, so long as the 2011 Annual Financials are delivered to Agent on or prior to October 30, 2011. Except as specifically provided herein, Agent and each Lender hereby reserves and preserves all of its rights and remedies against Borrowers under the Loan Agreement and the other Loan Documents, including, without limitation, the right to require, at any date hereafter, strict compliance with Section 10.1(c) of the Loan Agreement.

Except as specifically set forth herein, nothing contained in this letter agreement shall (A) amend, modify or alter any term or condition of the Loan Agreement or any of the Loan Documents, or (B) diminish, prejudice or waive any of Agent's or any Lender's rights and remedies under the Loan Agreement, any of the Loan Documents, or applicable law, and Agent and Lenders hereby reserve all of such rights and remedies.

This letter agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile or electronic transmission of a "pdf" (or other such viewable, printable data file) shall be equally effective as delivery of a manually executed original counterpart.

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent and as a Lender

By:   
Name: Bobby P.S. Bans  
Title: Vice President

**WELLS FARGO BANK, N.A., as a Lender**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

**TEKNI-PLEX, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TP/ELM ACQUISITION SUBSIDIARY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NATVAR HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRI-SEAL HOLDINGS, INC.**

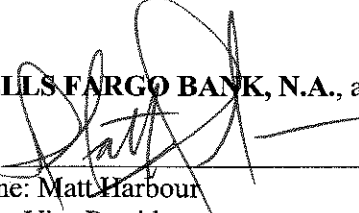
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO BANK, N.A.,** as a Lender

By:  \_\_\_\_\_  
Name: Matt Harbour  
Title: Vice President

Acknowledged and Accepted:

**TEKNI-PLEX, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TP/ELM ACQUISITION SUBSIDIARY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NATVAR HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRI-SEAL HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELLS FARGO BANK, N.A.,** as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

**TEKNI-PLEX, INC.**

By: *W. W. Wham*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TP/ELM ACQUISITION SUBSIDIARY, INC.**

By: *W. W. Wham*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NATVAR HOLDINGS, INC.**

By: *W. W. Wham*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRI-SEAL HOLDINGS, INC.**

By: *W. W. Wham*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TPI ACQUISITION SUBSIDIARY, INC.**

By: *Ed Whelan*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURETEC CORPORATION**

By: *Ed Whelan*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BURLINGTON RESINS, INC.**

By: *Ed Whelan*  
Title: \_\_\_\_\_

**PLASTIC SPECIALTIES AND TECHNOLOGIES,  
INC.**

By: *Ed Whelan*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.**

By: *Ed Whelan*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_