

EXHIBIT B

SERVICES AGREEMENT

Agreement between Gulf Packaging, Inc. ("Client") and University Management Associates & Consultants Corp. ("UMAC") effective as of August 7, 2015

Whereas, UMAC is willing to provide the services hereinafter specified to Client, and

Whereas, Client wishes to use UMAC's services,

The parties hereby agree:

1. Duties of the Parties:

(a) The Client has identified a pool of accounts receivable from **Gulf Packaging, Inc. ("GPI")** totaling approximately \$4 Million including affiliates ("Potential Assets") which it wants UMAC to collect. UMAC will use whatever efforts are necessary and within the law to collect the Potential Assets.

(b) UMAC shall be permitted access to all documentation pertaining to the Potential Assets of the GPI customers and any additional records that are pertinent to the collection of the Potential Assets. UMAC shall dispose of all documentation pertaining to the Potential Assets, which are deemed unnecessary in the collection of the Potential Assets or, which are no longer required in the collection of the Potential Assets. UMAC shall dispose of the above documentation on an as needed basis.

(c) Communications with GPI's customers will be in the name of UMAC. UMAC shall not, without the advance written consent of the Client, institute legal proceeding in the name of Client against any GPI customer.

(d) Client shall provide UMAC, its agents, and employees with reasonable access to, Joseph Rabinsteine who is designated as liaison for the Client.

(e) All information from Client will be kept strictly confidential by UMAC and shall not be divulged to any outside sources except in connection with a fee dispute between UMAC and Client or as otherwise required by law.

(f) UMAC shall advise GPI customers to send all sums directly to GPI's lockbox. Payments received directly by Client with regard to the Potential Assets, will be reported to UMAC on a daily basis. Fees due will be paid to UMAC by the Client as soon as practicable, but no later than 14 days after receipt of invoice.

(g) Client will provide UMAC with the name, address, city, state, zip code, telephone number and total balance due for each customer, which is given to UMAC for collection.

(h) To the best of its ability, Client will provide UMAC with copies of all line items on each customer. These line items include invoices, credit memos, debit memos, chargebacks, deductions, unapplied cash, and any other line item(s) on the customer account.

2. Success Fees:

Contingency Fee:

1. A. Portfolio of \$2.5 Million not including affiliates:

- 3% on the first \$750,000 collected.
- 6% on the next \$750,000 collected.
- 10% on balance collected.

Legal Intervention:

SHOULD LEGAL INTERVENTION BECOME NECESSARY, THE TOTAL CHARGES ON MONIES OBTAINED WILL BE A 35% CONTINGENCY FEE FOR NON-DISPUTED CLAIMS WITHIN THE CONTINENTAL UNITED STATES, WHICH INCLUDES THE ATTORNEY'S COLLECTION CHARGES AND SUIT FEES EXCLUSIVE OF COURT COSTS. CLIENT MUST FORWARD COURT COSTS (I.E. FILING FEES) ALONG WITH WRITTEN APPROVAL TO PROCEED WITH LITIGATION. IN CERTAIN INSTANCES, THE ATTORNEY MAY ELECT TO CHARGE A NON-CONTINGENT SUIT FEE. ALL NON-CONTINGENT SUIT FEES MUST BE FORWARDED BY CLIENT. LITIGATION PROCEEDINGS WILL COMMENCE ONLY WITH CLIENT'S PRIOR APPROVAL.

SHOULD CLIENT ELECT TO INSTITUTE LEGAL ACTION UTILIZING THEIR OWN ATTORNEY, UMAC SHALL PROVIDE COUNSEL WITH ALL ORIGINAL DOCUMENTATION OBTAINED FROM THE DEBTOR, ALONG WITH UMAC'S RECONCILIATION ANALYSIS AND WRITTEN REPORT RELATING TO SAID ACCOUNT (S). IN THIS INSTANCE, CLIENT SHALL PAY TO UMAC A 10% CONTINGENCY FEE OF ALL DOLLARS COLLECTED ON THOSE ACCOUNTS FORWARDED TO CLIENT'S ATTORNEY.

3. Termination: UMAC retains the right to cancel this Agreement by giving Client written notice within the first thirty days (30) after the effective date. Thereafter, UMAC and Client shall each have the right to terminate this Agreement by giving thirty days (30) written notice to the other party. UMAC shall be paid its fees for all Potential Assets collected by Client for a period of thirty days (30) after termination thereof. UMAC shall have the right to conduct an audit of the Client's books and records at any time after the termination of this agreement to verify the status of its accounts with Client.

4. Exclusive: During the course of this Agreement, Client will not enter into any agreement or contract with any outside party other than UMAC for the purpose of collecting the Potential Assets.

5. Damages: In no event will UMAC be liable hereunder or otherwise for indirect, incidental or consequential damages including loss of profits.

6. UMAC Employees:

(a) UMAC shall be responsible to pay all salaries of UMAC employees and pay all fees of independent contractors utilized by UMAC in connection with Potential Assets collection efforts undertaken by UMAC for Client.

(b) Client acknowledges that UMAC has informed Client that it has spent substantial money, time and effort to train UMAC employees and independent contractors (collectively "UMAC Representatives"), in the collection practices utilized in Client's engagement. If Client shall hire any UMAC Representatives during the term of this Agreement, or within one hundred eighty days (180) after the date of termination of this Agreement, Client shall pay UMAC the sum of the annual salary or fees, as the case may be, paid or payable by UMAC to such UMAC Representatives, as compensation to UMAC.

7. Indemnity:

(a) UMAC shall comply with all federal, state and local laws applicable to its collection practice and does hereby indemnify, defend and hold harmless Client from any and all actions, claims, losses and damages, including reasonable attorney's fees, costs and expenses incurred by Client as a result of any illegal collection practices performed by UMAC and/or on account of UMAC's gross negligence or willful misconduct.

(b) Client shall indemnify, defend and hold harmless UMAC from any and all actions, claims, losses and damages including reasonable attorney's fees, costs and expenses incurred by UMAC as a result of any actions or claims brought by customers of Client against UMAC provided the same shall not arise as a result of illegal collection practices performed by UMAC and/or on account of UMAC's gross negligence or willful misconduct.

8. Choice of Law:

(a) This Agreement shall be deemed to be made in and construed in accordance with New Jersey law and shall be enforceable by either party only in courts of the State of New Jersey or the Bankruptcy Court (if applicable) wherein GPI is a Debtor. Any changes to this Agreement must be in writing and signed by the parties hereto to be effective. This Agreement is binding upon the representatives, successors, and permitted assigns of the parties hereto. All notices under this Agreement must be sent by certified mail, return receipt requested or made by personal delivery to the other party to be effective.

(b) This agreement shall be binding on Client and its Heirs, Grantees, Affiliates, Successors, and Assigns. It shall remain in full force and effect notwithstanding a Merger, Acquisition, Bulk Sale, Bankruptcy or other transaction involving client's assets. UMAC's retention shall flow with the Potential Assets.

(c) Client agrees to file an Application to Retain UMAC in the appropriate Bankruptcy Court within five days (5) of the execution of the within agreement. The within Agreement shall serve as the basis for said retention.

9. Captions: The captions are added to this Agreement and do not constitute a part thereof.

10. Miscellaneous: The persons signing this Agreement have the full authority to sign on behalf of their respective corporations.

12. Notice: All notices required under this agreement shall be served on:


- (a) UMAC – 43 Newburgh Road Ste 402B – PO Box 913 – Hackettstown, NJ 07840
- (b) Gulf Packaging, Inc. – 1040 Maryland Avenue – Dolton, IL 60419

IN WITNESS WHEREOF the parties have duly executed this Agreement.

Date: August , 2015
Address: 1040 Maryland Ave.
Dolton, IL 60419

By: _____
Company: Gulf Packaging, Inc.
Name: Edward T. Gavin, CTP
Title: Chief Restructuring Officer

Date: August 7, 2015
Address: 43 Newburgh Rd., Ste. 402B
Hackettstown, NJ 07840

By: 
Company: University Management
Associates & Consultants Corp.
Name: Paul Rome
Title: CEO