

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "*Settlement Agreement*") is made as of October 19, 2016, by and between Joseph Myers, not individually but solely as trustee (the "*Creditor Trustee*") of the Gulf Packaging, Inc. Creditor Trust (the "*Creditor Trust*") on the one side and Automated Packaging Systems, Inc. (the "*Transferee*," and together with the Creditor Trustee, the "*Parties*") on the other side.

RECITALS

WHEREAS, on April 29, 2015 (the "*Petition Date*"), Gulf Packaging, Inc. filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*") in the U.S. Bankruptcy Court for the Northern District of Illinois (the "*Court*");

WHEREAS, on December 15, 2015, the Court entered an order (the "*Confirmation Order*") confirming the Debtor's First Amended Chapter 11 Plan, as amended (the "*Plan*"), including the Gulf Packaging, Inc. Creditor Trust Agreement (the "*Creditor Trust Agreement*") separately filed with the Plan Supplement;

WHEREAS, on January 22, 2016, the effective date of the Plan occurred;

WHEREAS, pursuant to the Plan, Joseph Myers is the duly authorized Creditor Trustee for the Creditor Trust;

WHEREAS, pursuant to the Plan and Creditor Trust Agreement, the Creditor Trustee is vested with, *inter alia*, the authority to pursue certain causes of action on behalf of the Debtor's estate, including the avoidance and recovery of transfers under chapter 5 of the Bankruptcy Code;

WHEREAS, the Creditor Trustee asserts that he holds certain claims against the Transferee under chapter 5 of the Bankruptcy Code for avoidable transfers and recoverable transfers made by the Debtor during the applicable period preceding the filing of the case or subsequent to the Petition Date (the "*Avoidance Claims*");

WHEREAS, the Creditor Trustee issued a demand letter to the Transferee seeking the avoidance and recovery of certain transfers from the Debtor the Transferee totaling \$232,998.25 pursuant to chapter 5 of the Bankruptcy Code;

WHEREAS, the Transferee denies the Creditor Trustee's allegations and has asserted certain defenses to the Avoidance Claims;

WHEREAS, pursuant to Section 3.4 of the Creditor Trust Agreement, the Creditor Trustee is not required to obtain approval of this Settlement Agreement from the Bankruptcy Court as the Avoidance Claims constitute a De Minimis Claim or Cause of Action (as defined in the Creditor Trust Agreement); and

WHEREAS, the Parties have exchanged information, negotiated and now desire to resolve all matters respecting the Avoidance Claims against the Transferee, upon the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, it is hereby stipulated, consented to and agreed by and between the Parties as follows:

1. The Transferee shall deliver to the Creditor Trustee the sum of \$140,000.00 (the "*Settlement Sum*"), in full satisfaction of the Avoidance Claims against the Transferee.
2. The Settlement Sum shall be paid by check, issued by the Transferee and delivered to the following address within fourteen (14) days of the full execution of this Settlement Agreement, and receipt of the same by both parties, as follows:

Payable to: "Gulf Packaging, Inc. Creditor Trust"
Delivered to: Elizabeth L. Janczak, Esq.
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606

3. Upon execution of this Settlement Agreement and subject to the provisions of this Settlement Agreement, the Creditor Trustee, on behalf of the Creditor Trust, the Debtor and its estate, shall be deemed to have released, waived, and discharged the Transferee from any and all liabilities, obligations, actions, suits, judgments, claims, causes of action and demands, known or unknown, whatsoever at law or in equity arising from, in connection with or related to the Avoidance Claims or other chapter 5 causes of action.

4. Upon execution of this Settlement Agreement and subject to the provisions of this Settlement Agreement, the Transferee shall be deemed to have released, waived and discharged the Creditor Trustee, the Creditor Trust, the Debtor and its estate, and their respective professionals from any and all liabilities, obligations, actions, suits, judgments, claims, causes of action and demands, known or unknown, whatsoever at law or in equity arising on or before the date of this Settlement Agreement, including any claim scheduled or filed in the Debtor's bankruptcy case and any claim arising from payment of the Settlement Sum pursuant to 11 U.S.C. § 502(h).

5. Notwithstanding anything contained to the contrary herein, if the Creditor Trustee is compelled by an order of a court of competent jurisdiction or required for any other reason to return, disgorge, or repay any portion of the Settlement Sum, or if the payment of any portion of the Settlement Sum is avoided by the Transferee or any other person or entity acting on behalf of the Transferee or its estate, then the releases given by each party to this Settlement Agreement shall be deemed ineffective, null and void and the full amount of the Creditor Trustee's claims against the Transferee shall be reinstated without any further order of the Court, subject to credit for the payment made pursuant to paragraphs 1 and 2 herein that is not returned, disgorged, repaid, or avoided to the extent allowed by law. However, under such circumstance, the Transferee shall be entitled to assert any and all applicable defenses to the reinstated claim.

6. This Settlement Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same.

7. The undersigned represent and warrant that they have full authority to execute this Settlement Agreement on behalf of their respective Party or client and have obtained all necessary approvals. This Settlement Agreement is the resolution of disputed claims and nothing herein shall be deemed an admission against either party.

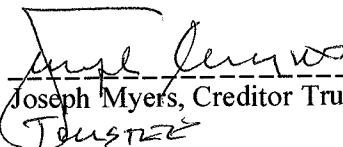
8. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective assigns and successors, including trustees and receivers.

9. This Settlement Agreement may be signed and transmitted electronically or by facsimile, which shall be deemed to have the full force and effect of original ink signatures.


10. This Settlement Agreement shall become effective after an order approving this Settlement Agreement is entered by the Court. Should the Court not enter an order approving this Settlement Agreement, if necessary, the Creditor Trustee shall return all sums paid to him from the Transferee in connection with this Settlement Agreement.

JOSEPH MYERS, CREDITOR
TRUSTEE OF THE GULF
PACKAGING, INC. CREDITOR
TRUST

AUTOMATED PACKAGING SYSTEMS,
INC.

By: 
Joseph Myers, Creditor Trustee

Joseph Myers
EisnerAmper LLP
111 Wood Avenue South
Iselin, NJ 08830-2700

By: 
Its Counsel

Patrick J. Keating, Esq.
Buckingham, Doolittle & Burroughs, LLC
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