

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
)	Chapter 11
GULF PACKAGING, INC.)	Case No. 15-15249 (PSH)
)	
Debtor.)	

JOINT STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY

COMES NOW creditor, Tiedemann Globe, Inc. (“Tiedemann Globe”), and Gulf Packaging, Inc., debtor (“Debtor”), and stipulate and agree as follows:

1. From October 6, 2014 March 2, 2015 Tiedemann Globe supplied wiping rags to Gulf Packaging and issued invoices in the total amount of \$3,216.90 which Gulf Packaging has not paid.
2. From March 10, 2015 through April 27, 2015 Gulf Packaging invoiced Tiedemann Globe \$3,504.00 for poly strapping provided to Tiedemann Globe and from May 4, 2015 through May 23, 2015 Gulf Packaging invoiced Tiedemann Globe \$1,760.00 for poly strapping. Tiedemann Globe has not paid these invoices.
3. On April 29, 2015 Gulf Packaging filed its voluntary chapter 11 petition with this Court.
4. On August 3, 2015 Tiedemann Globe notified Gulf Packaging’s attorneys of its intent to effect a setoff and requested that Gulf Packaging consent to relief from the automatic stay.

As a result of the foregoing, Tiedemann Globe and the Debtor stipulate as follows:

1. IT IS STIPULATED AND AGREED that as to Tiedemann Globe, its successors, transferees and assigns, the automatic stay imposed by 11 U.S.C. Section 362 shall terminate as to the Debtor and the Debtor's bankruptcy estate, solely for the purposes set forth herein.

2. IT IS STIPULATED AND AGREED that Tiedemann Globe, its successors, transferees and assigns, may setoff the amounts owed by Gulf Packaging of \$3,216.90 against the amounts Tiedemann Globe owes Gulf Packaging of \$5,264.00..

3. IT IS STIPULATED AND AGREED that, subject to the Court's approval, Tiedemann Globe shall be granted immediate relief from the automatic stay to enforce its right to a setoff.


4. IT IS STIPULATED AND AGREED that, upon the Court's entry of an Order approving this Joint Stipulation, Tiedemann Globe shall immediately pay to Gulf Packaging the remaining amount it owes Gulf Packaging after taking into account the setoff, which is \$2,047.10.

5. IT IS STIPULATED AND AGREED that this Stipulation and any Order thereon shall remain effective by and between Tiedemann Globe and the Debtor in the event the Debtor's bankruptcy case is dismissed and a new bankruptcy case is filed or in the event this case is converted to Chapter 7 of the Bankruptcy Code.

6. IT IS STIPULATED AND AGREED that all stays under the Bankruptcy Code or Rules, including Federal Rule of Bankruptcy Procedure 4001(a)(3), are hereby waived and the Order shall be effective immediately.

DATED: October 6, 2015

TIEDEMANN GLOBE, INC.

By: 
MICHAEL J. TODD
Attorney for Tiedemann Globe

DATED: October 6th, 2015

GRAY REED & MCGRAW, P.C.

By: 

JASON S. BROOKNER

Attorney for Gulf Packaging