

Document Page 1 of 3  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re: ) BK No.: 15-15249  
)  
)  
GULF PACKAGING, INC., ) Chapter: 11  
) Honorable Pamela S. Hollis  
)  
)  
)  
Debtor(s) )

**ORDER AUTHORIZING THE DEBTOR TO EMPLOY BMC GROUP, INC. AS NOTICING, CLAIMS, AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE AND (II) APPOINTING BMC GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Upon the Application Pursuant to 28 U.S.C. § 156(c) for Order (i) Authorizing the Debtor to Employ BMC Group, Inc., as Noticing, Claims, and Solicitation Agent, Effective as of the Petition Date and (ii) Appointing BMC Group, Inc. as Agent of the Bankruptcy Court (the “Application”) filed by the above-captioned debtor and debtor in possession (the “Debtor”); and upon the Declaration of Tinamarie Feil, President of BMC (the “Feil Declaration”); and the Court having reviewed the Application and the Feil Declaration; and the Court having jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court finding that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and it appearing that due and sufficient notice of the Application has been given by the Debtor under the circumstances and that no further notice is required; and the Court being satisfied that BMC is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and upon hearing on the Application conducted on May 5, 2015 and the record made thereat; and after due deliberation and good cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is approved as set forth herein.
2. The terms of the Services Agreement are hereby approved.
3. The Debtor is hereby authorized to retain and employ BMC under the terms set forth in the Services Agreement, dated as of April 14, 2015, to perform the noticing, claims process, solicitation and other services described in the Application and the Services Agreement.
4. In lieu of submitting a Mailing Matrix, the Debtor shall maintain a single, consolidated list of all of the Debtor's creditors in electronic form.
5. BMC is hereby appointed as agent for the Clerk's Office and custodian of court records, and is accordingly, designated as the authorized repository for all proofs of claim and proofs of interest filed in this chapter 11 case. BMC is authorized and directed to maintain the official claims register for the Debtor and to provide the Clerk's Office with a certified duplicate thereof as the Clerk may direct.
6. The Debtor and BMC are authorized to perform their respective obligations set forth in the Services Agreement, and BMC is further authorized to provide other noticing, claims

processing, solicitation and administrative services as the Debtor and the Clerk's Office may request from time to time.

7. The Debtor and BMC are authorized to mail initial notices, including notice of filing of the chapter 11 case, directly to the parties on the Mailing Matrix.

8. The Debtor and BMC are authorized to mail directly to parties in interest various additional notices, motions and orders in this chapter 11 case.

9. The Debtor and BMC are authorized to undertake all subsequent mailings as directed by the Court or the United States Trustee, or as required by the Bankruptcy Code, Bankruptcy Rules and Local Rules.

10. BMC is authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order.

11. The Debtor is authorized to compensate BMC in the ordinary course of business, accordance with the Service Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by BMC and the rates charged for each, and to reimburse BMC for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation, all without the necessity for BMC to file an application for compensation or reimbursement with the Court.

12. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of BMC incurred pursuant to the Services Agreement are to be treated as an administrative expense of the Debtor's estate.

13. If this case converts to a case under chapter 7 of the Bankruptcy Code, BMC will continue to be paid for its services until the claims filed in the chapter 11 case have been completely processed, at which time BMC will cooperate with the Clerk's Office to turn over any reasonably requested materials to the Clerk's Office or to the new claims agent; if claims agent services are needed upon any such conversion, BMC will continue to be paid in accordance with section 156(c) of title 28 of the United States Code under the terms set forth in the Services Agreement and this Order.

14. In the event BMC is unable to provide the services set forth in this Order or BMC's services are terminated, BMC will immediately notify the Clerk's Office and the Debtor's attorneys and will cause to have all claims and computer information turned over to another agent or the Clerk's Office with the advice and consent of the Clerk's Office and Debtor's attorneys; provided, however, that BMC shall be paid for such transition services in accordance with the terms of the Services Agreement.

15. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

16. Notwithstanding anything to the contrary contained herein, the relief granted in this Order and any payment to be made, or any authorization contained, hereunder shall be subject to the terms of any orders granting the use of cash collateral approved by this Court in this chapter 11 case, including with respect to any budgets governing or relating to such use (collectively, the "Cash Collateral Order"), and to the extent there is any inconsistency between the terms of the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the

17. This Court shall retain jurisdiction to resolve all matters arising out of the Services

Enter:



Honorable Pamela S. Hollis

United States Bankruptcy Judge

Dated: May 05, 2015

**Prepared by:**

Joseph D. Frank (IL No. 6216085)  
Jeremy C. Kleinman (IL No. 6270080)  
FRANKGECKER LLP  
325 North LaSalle Street, Suite 625  
Chicago, Illinois 60654  
Phone: (312) 276-1400  
Fax: (312) 276-0035