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*Attorneys for Defendant Highland Credit
Opportunities CDO, Ltd.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

MOTORS LIQUIDATION COMPANY, f/k/a
GENERAL MOTORS CORPORATION, *et al.*,

Debtors.

-----X

MOTORS LIQUIDATION COMPANY AVOIDANCE
ACTION TRUST, by and through the Wilmington Trust
Company, solely in its capacity as Trust Administrator and
Trustee,

Plaintiff,

against

JPMORGAN CHASE BANK, N.A., *et al.*,

Defendants.

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**STIPULATION AND [PROPOSED] ORDER DISMISSING ADVERSARY
PROCEEDING AGAINST HIGHLAND CREDIT OPPORTUNITIES CDO, LTD.**

WHEREAS, on May 20, 2015, Plaintiff filed a First Amended Adversary Complaint for
(1) Avoidance of Unperfected Lien, (2) Avoidance and Recovery of the Postpetition Transfers,
(3) Avoidance and Recovery of Preferential Payments, and (4) Disallowance of Claims by
Defendants (“**Amended Complaint**”) (ECF No. 91) and thereafter served the Amended

Chapter 11

Case No. 09-50026 (MG)
(Jointly Administered)

Adversary Proceeding

Case No. 09-00504 (MG)

Complaint on, among others defendants, Highland Credit Opportunities CDO, Ltd.
 (“**Defendant**”);

WHEREAS, the claim asserted against Defendant in the Amended Complaint concerns a certain transfers to Defendant totaling \$72,015.26, which Plaintiff asserts were made pursuant to a certain term loan agreement, dated as of November 29, 2006, as amended by that certain first amendment dated as of March 4, 2009 (the “**Term Loan Agreement**”);

WHEREAS, on November 30, 2015, Defendant filed an Answer to the Amended Complaint (ECF No. 296); and

WHEREAS, Defendant represents that it did not receive any other distributions under the Term Loan Agreement;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties, as follows:

1. Defendant is dismissed from this adversary proceeding and any and all claims against Defendant arising out of the Term Loan Agreement are dismissed with prejudice.

Dated: New York, New York
July 14, 2016

New York, New York
July 14, 2016

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*Attorneys for Defendant Highland Credit
Opportunities CDO, Ltd.*

SO ORDERED

Dated: New York, New York
July __, 2016

Martin Glenn
United States Bankruptcy Judge