

**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.*,

Chapter 11

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

Debtors.

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

Adversary Proceeding

Plaintiff,

Case No. 09-00504 (MG)

against

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

Defendants.  
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**STIPULATION AND ORDER DISMISSING  
ADVERSARY PROCEEDING AGAINST SANFORD C. BERNSTEIN FUND  
INC. - INTERMEDIATE DURATION PORTFOLIO AND SANFORD C. BERNSTEIN  
FUND INC. II - INTERMEDIATE DURATION INSTITUTIONAL PORTFOLIO**

**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**") (Adv. Pro. Dkt. No. 91) and thereafter served the  
Amended Complaint on, among others defendants, Sanford C. Bernstein Fund Inc. - Intermediate  
Duration Portfolio ("**Sanford I**") and Sanford C. Bernstein Fund Inc. II - Intermediate Duration  
Institutional Portfolio ("**Sanford II**" and together with Sanford I, "**Defendants**");

**WHEREAS**, the claims asserted against Defendants in the Amended Complaint concern  
a certain prepetition transfer made to Sanford I on or about May 27, 2009 in the amount of

\$14,574.40 (the “**Sanford I Transfer**”) and a certain prepetition transfer made to Sanford II (identified in the Amended Complaint as “Sanford Bernstein II Intern DU”) on or about May 27, 2009 in the amount of \$8,744.64 (the “**Sanford II Transfer**”), and the Defendants may have received certain additional transfers totaling \$5,000.00 on or about April 3, 2009 (together with the Sanford I Transfer and Sanford II Transfer, the “**Transfers**”), all 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**”); and

**WHEREAS**, on November 30, 2015, Defendants filed an Answer to the Amended Complaint (Adv. Pro. Dkt. No. 288);

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

1. The claims against Defendants set forth in the Amended Complaint, solely with respect to the Transfers, are dismissed from this adversary proceeding with prejudice; and
2. Defendants are dismissed from this adversary proceeding without prejudice as to any additional claims Plaintiff may have against Defendants arising out of the Term Loan Agreement.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

Dated: New York, New York  
April 21, 2016

New York, New York  
April 21, 2016

**BINDER & SCHWARTZ LLP**

**K&L GATES LLP**

/s/Eric B. Fisher

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*Attorneys for Defendants Sanford C. Bernstein  
Fund Inc. - Intermediate Duration Portfolio and  
Sanford C. Bernstein Fund Inc. II - Intermediate  
Duration Institutional Portfolio*

**IT IS SO ORDERED.**

Dated: April 22, 2016.  
New York, New York

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge