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Attorneys for Defendant Highland Floating Rate Fund

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.

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

Plaintiff,

Adversary Proceeding

Case No. 09-00504 (MG)

against

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

Defendants.

STIPULATION AND [PROPOSED] ORDER DISMISSING ADVERSARY PROCEEDING AGAINST HIGHLAND FLOATING RATE FUND

-----X

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

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Defendants ("Amended Complaint") [Adv. Dkt. No. 91] and thereafter served the Amended Complaint on, among others defendants, Highland Floating Rate Fund ("Defendant");

WHEREAS, the claim asserted against Defendant in the Amended Complaint concerns a certain transfer to Defendant on June 30, 2009 in the amount of \$0.02, which Plaintiff asserts was 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, Defendant represents that it did not receive any other distributions under the Term Loan Agreement;

WHEREAS, on November 30, 2015, Defendant filed an Answer to the Amended Complaint [Adv. Dkt. No. 296];

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 May 5, 2016 New York, New York May 5, 2016

BINDER & SCHWARTZ LLP

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Attorneys for Defendant Highland Floating Rate Fund

SO ORDERED

Dated: New York, New York May ___, 2016

Martin Glenn United States Bankruptcy Judge