

Keith N. Costa (KC-1213)
Martin Domb (MD-4109)
AKERMAN SENTERFITT LLP
335 Madison Avenue, 26th Floor
New York, New York 10017
Telephone: (212) 880-3800
Facsimile: (212) 880-8965
Attorneys for Zinn Companies, Inc

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

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In re

Chapter 11

MOTORS LIQUIDATION COMPANY, *et al.*,
(f/k/a General Motors Corp., *et al.*)

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

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**STIPULATION AND AGREED ORDER BETWEEN
ZINN COMPANY, INC. AND GENERAL MOTORS LLC**

Zinn Company, Inc. (the "Dealer") and General Motors LLC ("GM"), by and through their undersigned counsel, hereby enter into this Stipulation and Agreed Order (the "Stipulation") and stipulate as follows:

1. On June 1, 2009, Motors Liquidation Company (f/k/a General Motors Corporation) and its subsidiaries (collectively the "Debtors") commenced a voluntary case under chapter 11 of title 11 of the United States Bankruptcy Code for the Southern District of New York.

2. On March 2, 2010, the Dealer filed a motion for an order compelling Debtors and GM to comply with their payment obligations under the wind-down agreement (the "Wind-down Motion").

3. The Dealer and GM (the "Parties") entered into a Settlement Agreement and Release (the "Settlement Agreement"), attached hereto as Exhibit "A", resolving all of the Dealer's claims against the Debtors and GM, including the Wind-down Motion.

4. This Stipulation indicates the intention of the Parties to be bound by the Settlement Agreement in full and final resolution of the Wind-down Motion.

5. Upon entry of an order of this Court approving this Stipulation, the Parties to the Settlement Agreement will abide by its terms, which include that GM will pay the Dealer a total amount of One Million One Hundred Ninety One Thousand Dollars (\$1,191,000) in settlement of all of Dealer's claims, including those set forth in the Wind-down Motion.

6. This Stipulation is subject to the approval of this Court. If this Stipulation is not approved by the Court, it shall be deemed null and void, and shall not be referred to or used for any purpose by any party.

7. Upon this Court's approval of this Stipulation, the Dealer hereby consents to dismissal, with prejudice, of its Wind-down Motion.

8. This Stipulation and, incorporated by reference, the Settlement Agreement set forth the entire understanding of the Parties with respect to settlement of the Wind-down Motion and may not be modified or amended except by a writing signed by the Parties and/ or their counsel, and approved by this Court. The Parties have independently verified all facts and/or conditions of facts that they have determined are necessary to their decision to enter into the Stipulation and Settlement Agreement, and they have not relied upon any representations, written or oral, express or implied, of any other person in verifying and satisfying themselves as to such facts and/ or conditions of facts.

9. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation and to bind the Parties.

10. This Stipulation may be executed in multiple counterparts, each of which shall be deemed original but all of which together shall constitute one and the same instrument. This Stipulation may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or mail, although it is the Parties' intention to deliver original signatures after delivery of the facsimile or PDF Signatures.

Dated: May 5, 2010

s/ *Keith N. Costa*
Keith N. Costa (KC-1213)
Martin Domb (MD-4109)
AKERMAN SENTERFITT LLP
335 Madison Avenue, 26th Floor
New York, New York 10017

Attorneys for Zinn Company, Inc.

s/ *Joseph H. Smolinsky*
Joseph H. Smolinsky
Evan S. Lederman
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153

Attorneys for the Debtor

s/ *Joseph R. Sgroi*

Joseph R. Sgroi
HONIGMAN MILLER SCHWARTZ AND COHN LLP
Attorneys and Counselors
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506

Attorneys for General Motors LLC

SO ORDERED

Dated: New York, New York
May 17, 2010

s/ *Robert E. Gerber*
HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE