

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

-----x
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,

Adversary Proceeding

Plaintiff,

Case No. 09-00504 (MG)

against

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

Defendants.

-----x
**NOTICE OF DISMISSAL OF
ADVERSARY PROCEEDING AGAINST
BLACK DIAMOND OFFSHORE LTD.
AND DOUBLE BLACK DIAMOND OFFSHORE 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**”) (Adv. Pro. Dkt. No. 91) and thereafter served the Amended Complaint on, among others, Defendants Black Diamond Offshore Ltd. and Double Black Diamond Offshore Ltd. (“**Defendants**,” as identified in the Amended Complaint ¶¶53 and ¶141); and

WHEREAS, the claims asserted against Defendants in the Amended Complaint concern certain prepetition transfers made to them on or about May 27, 2009 in the amount of \$6,848.44

(Black Diamond Offshore Ltd. Transfer) and \$100,171.56 (Double Black Diamond Offshore Ltd. Transfer) (together, the “**Transfers**”) 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, the parties have amicably resolved all differences;

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 41(a), made applicable to this action by Rule 7041 of the Federal Rules of Bankruptcy Procedure, the claims against Defendants **Black Diamond Offshore Ltd. and Double Black Diamond Offshore Ltd.**, solely with respect to the Transfer, are dismissed from this adversary proceeding with prejudice; and 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.

Dated: New York, New York
October 11, 2016

BINDER & SCHWARTZ LLP

/s/Eric B. Fisher
Eric B. Fisher
366 Madison Avenue, 6th Floor
New York, New York 10017
Telephone: (212) 510-7008
Facsimile: (212) 510-7299
Email: efisher@binderschwartz.com

Attorneys for Plaintiff