Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re:	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,[1]	Case No. 25-16984 (MBK)
Debtors.	(Jointly Administered)

Order Filed on June 22, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

STIPULATION AND AGREED ORDER APPROVING THE SETTLEMENT BETWEEN THE DEBTORS AND AMAT HOLDINGS, LLC REGARDING PROMISSORY NOTE AND RELATED RIGHTS

The relief set forth on the following pages, numbered three (3) through nine (9) is hereby **ORDERED**.

DATED: June 22, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

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HERBERT SMITH FREEHILLS KRAMER (US) LLP
Adam C. Rogoff (admitted *pro hac vice*)
Rachael L. Ringer (admitted *pro hac vice*)
Megan M. Wasson (admitted *pro hac vice*)
Ashland J. Bernard (admitted *pro hac vice*)
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-9100
E-mail: Adam.Rogoff@HSFKramer.com
Rachael.Ringer@HSFKramer.com
Megan.Wasson@HSFKramer.com
Ashland.Bernard@HSFKramer.com

– and –

COLE SCHOTZ P.C.
Michael D. Sirota
David M. Bass
Felice R. Yudkin
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
dbass@coleschotz.com
fyudkin@coleschotz.com

Co-Counsel to the Debtors and Debtors in Possession

TAFT STETTINIUS & HOLLISTER, LLP
Michael P. O'Neil
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204
Telephone: (317) 713-3561
Facsimile: (317) 713-3699
Email: MOneil@taftlaw.com

Counsel for AmAt Holdings, LLC

This stipulation and agreed order (this "**Stipulation**") is made and entered into by and between the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") and AmAt Holdings, LLC (together with its affiliates and designees, "**AmAt**" and together with the Debtors, the "**Parties**"). The Parties hereby stipulate and agree as follows:

WHEREAS, on July 1, 2025 (the "**Petition Date**"), each of the Debtors commenced a voluntary case (collectively, the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Court**");

WHEREAS, in 2018, Debtor Del Monte Foods, Inc. entered into certain purchase, financing, and related loan documents (collectively, the "**Plymouth Sale Documents**" and such sale transaction, the "**Prepetition Plymouth Sale**") in connection with the sale of certain improved real estate located at 506 North Street, Plymouth, Indiana (the "**Plymouth Property**") to AmAt Holdings, LLC ("**AmAt**"). The Debtors provided seller financing to AmAt in the form of a $1,000,000 promissory note (as amended, restated, and otherwise modified from time to time the "**Promissory Note**"). The Promissory Note was consensually subordinated to a senior mortgage on the Plymouth Property securing AmAt's financing from a third-party lender (such agreement, the "**2018 Subordination Agreement**"). The Parties entered into several consensual amendments extending the maturity date of the Promissory Note and modifying certain payment terms.

WHEREAS, the Promissory Note provided for a balloon payment upon its maturity in October 2024, which AmAt failed to make.

WHEREAS, the 2018 Subordination Agreement materially restricts the Debtors' ability to pursue remedies with respect to the default on the Promissory Note while the remaining third-party mortgage remains outstanding.

WHEREAS, following the Petition Date, the Parties engaged in good-faith, arm's-length negotiations regarding a consensual resolution of the Debtors' rights under the Promissory Note. As a result of those negotiations, the Parties reached an agreement, subject to approval of this Court, pursuant to the terms set forth herein (such terms, the "**Settlement**") whereby AmAt will pay the Debtors $400,000 to acquire the Debtors' rights under the Promissory Note.

WHEREAS, the Debtors have determined, in exercise of the Debtors' sound business judgment, that the Settlement embodied in this Stipulation represents and is in the best interests of the Debtors' estates and stakeholders. In making that determination, the Debtors considered, among other things, (a) the costs, risks, delay, and uncertainty associated with pursuing litigation, collection, and enforcement proceedings against the obligors and guarantor, (b) the practical and legal limitations associated with the 2018 Subordination Agreement governing the Promissory Note, and (c) the immediate and certain value provided to the Debtors' estates pursuant to this Stipulation.

WHEREAS, the Parties represent and warrant that they have full authority to enter into this Stipulation, subject only in the Debtors' case to approval by the Court;

WHEREAS, each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party;

WHEREAS, this Stipulation, subject to approval thereof by the Court, is and shall be binding on the Parties and their successors and assigns;

WHEREAS, the Parties have negotiated this Stipulation in good faith and at arm's length, and the Debtors, in their business judgment, believe the Settlement memorialized in this Stipulation is in the best interests of their estates and stakeholders; and

WHEREAS, the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); this is a core proceeding pursuant to 28 U.S.C. §157(b); each Party confirms its consent to the entry of a final order by the Court in connection with this Stipulation to the extent that it is later determined that the Court, absent consent of each Party, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and no other or further notice is required or necessary under the circumstances;

NOW, THEREFORE, BASED ON THE FOREGOING STIPULATIONS AND UPON REQUEST BY THE PARTIES, IT IS HEREBY STIPULATED, AGREED, AND ORDERED THAT:

1. The foregoing recitals are hereby made an integral part of the Parties' Stipulation and are incorporated herein by reference.

2. The Settlement contemplated by this Stipulation is hereby approved pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and section 363(b) of the Bankruptcy Code.

3. In full and final consideration for the Assigned Rights, AmAt shall pay the Debtors the total amount of $400,000, in cash (the "**Settlement Amount**") by the later of (i) five (5) business days following entry of this Stipulation by the Court or (ii) July 10, 2026, unless otherwise agreed by the Parties in writing.

4. Upon the Debtors' receipt of the Settlement Amount, the Debtors' right, title, and interest in and to the Promissory Note, and to the extent applicable, the 2018 Subordination Agreement and the Plymouth Sale Documents (collectively, the "**Assigned Rights**"), shall be deemed and is hereby sold, assigned, transferred, and conveyed to AmAt with no further action required by the Debtors; *provided, however*, that nothing herein shall impair, modify, or otherwise affect any rights, interests, liens, priorities, defenses, or obligations of any third party, under any applicable agreement (including, for the avoidance of doubt, the Plymouth Sale Documents and the 2018 Subordination Agreement), or nonbankruptcy law.

5. Effective upon the Debtors' receipt of the Settlement Amount and the assignment of the Assigned Rights, each of the Debtors and AmAt, on behalf of themselves and their respective successors and assigns, shall be deemed to fully, finally, and forever release and discharge one another from any and all claims, causes of action, obligations, liabilities, and demands arising from or relating to the Assigned Rights, the Promissory Note, the Plymouth Sale Documents, and the transactions contemplated hereby; *provided, however*, that nothing herein shall release or impair any obligations arising under this Stipulation.

6. The Debtors are hereby authorized to enter into, perform, execute and deliver all documents, and take all actions, as may be advisable or necessary to consummate and implement the transactions contemplated by the Settlement in accordance with the terms, conditions, and agreements set forth in this Stipulation.

7. The automatic stay imposed pursuant to section 362(a) of the Bankruptcy Code is modified to the limited extent to permit the Parties to effectuate the transactions contemplated by this Stipulation.

8. The Parties acknowledge that this Stipulation is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

9. The terms and provisions contained within this Stipulation shall (a) be binding on the Parties and on any later appointed chapter 11 trustee, chapter 7 trustee, examiner, committee, plan administrator, and all other fiduciaries of the Debtors and/or their bankruptcy estates, and (b) survive and be binding notwithstanding any conversion or dismissal of any of the Debtors' Chapter 11 Cases, or confirmation of a plan in these Chapter 11 Cases.

10. Except as otherwise provided herein, nothing in this Stipulation and no action taken pursuant to the relief requested or granted by this Stipulation is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', the Official Committee of Unsecured Creditors' (the "**Committee**"), or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Stipulation; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors, the Committee, or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12. Notice of the Application as provided therein shall be deemed good and sufficient notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules of the United States Bankruptcy Court for the District of New Jersey are satisfied by such notice.

13. Notwithstanding anything to the contrary, the terms and conditions of this Stipulation are immediately effective, unstayed, and enforceable upon its entry, and the stay imposed by Bankruptcy Rule 6004(h), to the extent applicable, is hereby waived and shall not apply to this Stipulation or the transactions contemplated hereby.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation, notwithstanding confirmation of a chapter 11 plan in these Chapter 11 Cases.

[Signature Page Follows]

Dated as of: June 8, 2026

STIPULATED AND AGREED TO BY:

ON BEHALF OF THE DEBTORS:

/s/ Michael D. Sirota

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
David M. Bass, Esq.
Felice R. Yudkin, Esq.
Andreas D. Milliaressis, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
dbass@coleschotz.com
fyudkin@coleschotz.com
amilliaressis@coleschotz.com

and

HERBERT SMITH FREEHILLS KRAMER (US) LLP
Adam C. Rogoff, Esq. (admitted *pro hac vice*)
Rachael L. Ringer, Esq. (admitted *pro hac vice*)
Megan M. Wasson, Esq. (admitted *pro hac vice*)
Ashland J. Bernard, Esq. (admitted *pro hac vice*)
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-9100
E-mail: Adam.Rogoff@HSFKramer.com
Rachael.Ringer@HSFKramer.com
Megan.Wasson@HSFKramer.com
Ashland.Bernard@HSFKramer.com

Co-Counsel for Debtors and Debtors in Possession

ON BEHALF OF AMAT HOLDINGS, LLC:

/s/ Michael P. O'Neil

Taft Stettinius & Hollister, LLP
Michael P. O'Neil
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204
Telephone: (317) 713-3561
Facsimile: (317) 713-3699
Email: MOneil@taftlaw.com

Counsel for AmAt Holdings, LLC