Order Filed on February 20, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:	)	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,	)	Case No. 25-16984 (MBK)
Debtors.[1]	)	(Jointly Administered)

ORDER (I) APPROVING THE PACIFIC COAST PRODUCERS ASSET PURCHASE AGREEMENT, (II) AUTHORIZING THE SALE OF ASSETS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through fifty-three (53), together with the exhibits attached hereto, is **ORDERED**.

DATED: February 20, 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.

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

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Upon the motion [Docket No. 190] (the "Motion") of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") seeking entry of an order (this "Sale Order"), pursuant to the Bankruptcy Code, Bankruptcy Rules and Local Rules, (a) authorizing and approving (i) the Debtors' entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, dated as of February 6, 2026 [Docket No. 1109, Exh. 5] (together with the schedules and/or exhibits thereto and all related documents, and as may be amended, supplemented or otherwise modified from time to time after the date hereof in accordance with paragraph 36 of this Sale Order, the "APA"),[1] attached hereto as **Exhibit A**, by and among the Sellers and Pacific Coast Producers (together with any successors and permitted assigns, or designees, the "Buyer"), and each other Transaction Document and ancillary agreement, (ii) the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the "Sale") of the Purchased Assets, free and clear of all Liens, Claims and other Encumbrances (as defined below), other than Permitted Encumbrances, pursuant to the terms of the APA, and (iii) assumption of certain executory contracts and unexpired leases of the Debtors (subject to Section 2.05 of the APA) (the "Purchased Contracts") and assignment of the Purchased Contracts to the Buyer; and (b) granting related relief; and the Court having entered the *Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II)*

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, the APA, or the Bidding Procedures Order, as applicable.

Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, (III) Scheduling an Auction and Sale Hearing, (IV) Approving the Form and Manner of Notice Thereof, (V) Authorizing the Sale of Assets, and (VI) Granting Related Relief [Docket No. 365] (the "Bidding Procedures Order") approving the bidding procedures (the "Bidding Procedures"); and the Debtors having identified the Buyer's bid as the Successful Bid for the Purchased Assets following conclusion of the Auction in accordance with the Bidding Procedures and as set forth in the *Notice of Successful Bids* [Docket No. 1007]; and the Court having conducted a hearing on January 29, 2026 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the APA and ancillary agreements, all relief related thereto, the objections thereto, and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at the Sale Hearing including, among other things, (x) the *Declaration of Benjamin Brash in Support of Entry of the Bidding Procedures Order* [Docket No. 348] (the "First Brash Declaration"), (y) the *Declaration of Benjamin Brash in Support of Debtors' Motion for Entry of an Order (I) Approving the Asset Purchase Agreement, (II) Authorizing the Sale of Assets, (III) Authorizing the Assumption and Assignment of Contracts and Leases, and (IV) Granting Related Relief* [Docket No. 1047] (the "Second Brash Declaration"), and (z) the *Declaration of Jonathan Goulding in Further Support of Entry of Orders Approving Sale of Substantially all of the Debtors' Assets and in Support of the Debtors' 9019 Motion* [Docket No. 1050] (the "Goulding Declaration," and together with the First Brash Declaration and the Second Brash Declaration, the "Supporting Declarations"); and it appearing that due notice of the Motion, Sale Hearing, and the

APA and ancillary agreements has been provided, and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT:[2]

A. **Petition Date**. On July 1, 2025 (the "Petition Date"), the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue**. The Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.**Statutory Predicates**. The statutory bases for the relief sought in the Motion are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the applicable Bankruptcy Local Rules for the District of New Jersey (the "Local Rules").

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason

[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

for delay in the implementation of this Sale Order, reduces the stay provided for in Bankruptcy Rule 6004(h) to seven (7) days, and expressly directs entry of judgment as set forth herein.

D. **Notice**. As evidenced by the certificates of service previously filed with the Court (including [Docket Nos. 214, 397, 690, 787, 793, 803, 1018], proper, sufficient, and timely notice of the Motion, the APA, the and each other Transaction Document and ancillary agreements, the Bidding Procedures, the Sale Hearing, the Sale, and the transactions contemplated thereby and hereunder has been provided in accordance with the Bidding Procedures Order, sections 105(a), 363(b), and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008, and the Local Rules. The Debtors have complied with all obligations to provide notice of the Motion, the Auction, the APA, each other Transaction Document and ancillary agreement, and the Sale Hearing as set forth in the Bidding Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the APA, each Transaction Document and ancillary agreement, the Auction, the Sale, or the Sale Hearing is or shall be required. The disclosures made by the Debtors concerning the Motion, the APA, each other Transaction Document and ancillary agreement, the Auction, the Sale, and the Sale Hearing were good, complete, and adequate. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

E. In accordance with the Bidding Procedures Order, the Debtors have filed and served the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 669] (the "First Cure Notice"), the *Amended Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 771] (the "Second Cure

Notice"), and any supplements thereto (together with the First Cure Notice and the Second Cure Notice, the "Cure Notice") identifying the amount required to cure any and all defaults and actual pecuniary losses to the non-Debtor counterparty to such Purchased Contracts resulting from such defaults, including, without limitation, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that the non-Debtor counterparties are entitled to assert under the Bankruptcy Code with respect to the Purchased Contracts, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to, the Purchased Contracts as of the date of the Cure Notice (the foregoing amounts, collectively, the "Cure Amounts") upon each non-Debtor counterparty to a Purchased Contract. The service and provision of the Cure Notice was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of the assumption and assignment of the Purchased Contracts or establishing a Cure Amount for any respective Purchased Contract. Non-Debtor counterparties to the Purchased Contracts have had or will have, as applicable, an adequate opportunity to object to assumption and assignment of the applicable Purchased Contract and the Cure Amount set forth in the Cure Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Buyer for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline for a non-Debtor counterparty to file an objection to the stated Cure Amounts in the Cure Notice (a "Cure Objection") has expired and, to the extent any such

party timely filed a Cure Objection, all such Cure Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent that any non-Debtor counterparty did not timely file a Cure Objection by the applicable objection deadline listed in the Cure Notice (the "Cure Objection Deadline"), such party shall be deemed to have consented to (x) the assumption and assignment of the Purchased Contract and (y) the proposed Cure Amount set forth in the Cure Notice. In any event, the Buyer shall have no obligations to the counterparty with respect to any pre-Closing Date obligations other than any Cure Amount.

F. **Corporate Authority**. The Debtors (i) have full corporate power and authority to execute, deliver, and perform their obligations under the APA and all other documents contemplated thereby, including applicable Transaction Document and ancillary agreement, and by this Sale Order and the Debtors' sale of the Purchased Assets and entry into the applicable Transaction Document and ancillary agreements has been duly and validly authorized by all necessary corporate or similar action, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the APA and other applicable Transaction Document and ancillary agreements, and (iii) have taken all corporate action necessary to authorize and approve the APA and other applicable Transaction Document and ancillary agreements and the consummation of the transactions contemplated thereby. The Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate or similar action. The Debtors' board of directors or equivalent has authorized the execution and delivery of the APA and other applicable Transaction Document and ancillary agreements and the Sale of the Purchased

Assets to the Buyer. No consents or approvals, other than those expressly provided for herein or in the APA, are required for the Debtors to consummate such transactions.

G. **No Fraudulent Transfer**. The consideration provided by the Buyer pursuant to the APA and this Sale Order constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), Uniform Fraudulent Conveyance Act, and the Bankruptcy Code or under the laws of the United States, any state, territory, possession, the District of Columbia, or any other applicable jurisdiction (including any foreign jurisdiction with laws substantially similar to the foregoing). The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Buyer is fraudulently entering into the transactions contemplated by the APA under any law, including, without limitation, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

H. The Debtors are the sole and lawful owners of the Purchased Assets and the Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Purchased Assets to the Buyer, in accordance with the APA and this Sale Order, will be, as of the Closing Date, a legal, valid, binding, and effective transfer of the Purchased Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens, Claims and Encumbrances (other than Permitted Encumbrances and Assumed Liabilities, and as

otherwise set forth in this Sale Order). Claims in the APA are defined by referencing the definition of "claim" in section 101(5) of the Bankruptcy Code and, the breadth of such definition includes, without limitation, all debts arising under, relating to, or in connection with any act of the Debtors or claims, liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, applicable law, equity, or otherwise (including, without limitation, rights with respect to Claims and Encumbrances (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Buyer's interests in the Purchased Assets, or any similar rights, (ii) in respect of taxes owed by the Debtors for periods prior to the Closing Date including, without limitation, sales, income, use, or any other type of tax, or (iii) in respect of restrictions, rights of first refusal, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) relating to, accruing, or arising any time prior to the Closing Date, with the exception of the Assumed Liabilities.

I. **Business Judgment**. Good and sufficient reasons for approval of the APA, each Transaction Document and ancillary agreement, and the transactions to be consummated in connection therewith and hereunder have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The

Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to preserve and maximize the value of the Debtors' estates.

J. The Sale must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence to implement the APA and to consummate the Sale contemplated thereby without any interruption. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price (as defined below), the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

K. The consummation of the Sale and the assumption and assignment of the Purchased Contracts, if any, are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale and the transactions contemplated thereby. The Debtors may sell the Purchased Assets free and clear of all such Liens, claims, encumbrances and interests because, in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied.

L. **Good Faith of the Buyer and the Debtors**. As demonstrated by (i) the Supporting Declarations; (ii) the testimony and other evidence proffered or adduced at the hearing with respect

to the approval of the Bidding Procedures held on August 12, 2025 (the "Bidding Procedures Hearing") and the Sale Hearing held on January 29, 2026; and (iii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order and, among other things: (a) the Debtors and the Buyer complied with the provisions in the Bidding Procedures Order; (b) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (c) the Debtors and their investment banker, PJT Partners LP, engaged in a robust and extensive marketing and sale process, pursuant to the Bidding Procedures Order and the Bidding Procedures; and (d) all payments to be made by the Buyer in connection with the Sale have been disclosed. The APA, each Transaction Document and ancillary agreement were negotiated, proposed, and entered into by the Debtors and the Buyer, their respective management and boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals, and representatives, without collusion, in good faith, and as the result of arm's length bargaining positions and is substantively and procedurally fair to all parties. The Buyer is not an Insider (as defined in section 101(31) of the Bankruptcy Code) of any of the Debtors. Neither any of the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Sale or the APA to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code. Specifically, the Buyer has not acted in a collusive manner with any person and the Purchase Price was not controlled by any agreement among bidders. The Buyer is purchasing the Purchased Assets, in accordance with the APA, in good faith, is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, is therefore entitled

to all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

M. **Highest or Otherwise Best Offer**. The Debtors conducted the Sale in accordance with, and have otherwise complied in all material respects with, the Bidding Procedures Order. The procedures approved by the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Bidding Procedures were duly-noticed and the Sale was conducted in a non-collusive, fair, and good-faith manner, and a reasonable opportunity was given to any interested party to make a higher or otherwise better offer for the Purchased Assets. The transaction memorialized by the APA constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination, and in consultation with the Consultation Parties, that the transaction memorialized by the APA constitutes the highest or otherwise best offer for the Purchased Assets is a valid and sound exercise of their fiduciary duties and business judgment.

N. **Consideration**. The consideration provided by the Buyer pursuant to the APA and this Sale Order (a) was negotiated at arm's length, (b) is fair and reasonable, (c) is the highest or otherwise best offer for the Purchased Assets, and (d) constitutes reasonably equivalent value and fair consideration (each as defined in the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code, as applicable) under the laws of the United States, any state, territory,

possession, or the District of Columbia. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer. Approval of the Motion, the APA, the Sale, and the consummation of the transactions contemplated thereby including the each Transaction Document and ancillary agreement is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

O. **Purchase Price**. On the terms and subject to the conditions contained in the APA, the Buyer agreed to provide, as aggregate consideration for the Purchased Assets, the Purchase Price, consisting of $103,755,036 in cash consideration (subject in all respects to adjustments set forth in the APA) (the amount of such consideration, collectively, the "Purchase Price").

P. [RESERVED]

Q. **No Successor Liability**. By virtue of the consummation of the transactions contemplated under the APA, (i) the Buyer is not a continuation of any Seller and its respective estate, there is not substantial continuity between the Buyer and the Sellers, and there is no continuity of enterprise between the Sellers and the Buyer; (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates; (iii) the transactions do not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates; and (iv) the Buyer is not a successor or assignee of the Debtors or their estates for any purpose, including, without limitation, under any federal, state, or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat, or unclaimed property laws, or other law, rule, or regulation (including, without limitation, filing requirements under any such law, rule, or regulation), or under any products liability law or doctrine with respect

to the Debtors' liability under such law, rule, regulation, doctrine, or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, and the Buyer shall have no liability or obligation under the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. Sections 499a-499t, as amended, and any state law equivalents (together "PACA"); the Workers Adjustment and Retraining Act (and any state law equivalents, collectively the "WARN Act"), 929 U.S.C. §§ 210 et seq., or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities, (i) the transfer of the Purchased Assets to the Buyer and (ii) the assumption and assignment to the Buyer of the Purchased Contracts do not and will not subject the Buyer to any liability whatsoever with respect to the operation of the Debtors' business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, any theory of law or equity, including, without limitation, any theory of antitrust or successor or transferee liability.

R. **Free and Clear**. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and, therefore, the Debtors may sell the Purchased Assets free and clear of any Liens, Claims, defenses (including rights of setoff and recoupment), and interests, in each case, in, on, or related to the Purchased Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, mechanics', materialman's and warehousemen's liens or similar liens, possessory liens, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature in, on, or related to the Purchased Assets (including all Claims as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable, including any and all such liabilities, causes of action, contract rights, and claims arising out of the Debtors' operations (collectively, "Encumbrances"), other than as expressly contemplated by the APA, including Permitted Encumbrances. The Buyer would not have entered into the APA, the other Transaction Document and ancillary agreement, and would not consummate the transactions contemplated thereby if the Sale to the Buyer and the assumption of any Assumed Liabilities by the Buyer were

not free and clear of all Encumbrances other than the Assumed Liabilities and Permitted Encumbrances. The Debtors may sell the Purchased Assets free and clear of any Encumbrances of any kind or nature whatsoever (other than Permitted Encumbrances) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each entity with an Encumbrance in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of such Encumbrances who did not object, or withdrew their objections, to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances) are adequately protected within the meaning of section 363(e) of the Bankruptcy Code by having their Encumbrances attach to the proceeds received by the Debtors (if any) that are ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances, with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Purchased Assets or their proceeds, if any, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

S. The sale, conveyance, assignment, and transfer of any personally identifiable information pursuant to the terms of the APA and this Sale Order complies with the terms of the

Debtors' policy regarding the transfer of such personally identifiable information as of the Petition Date and, as a result, consummation of the Sale is permitted pursuant to section 363(b)(1)(A) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman in accordance with section 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Sale.

T. **Cure/Adequate Assurance**. The assumption and assignment of the Purchased Contracts, if any, pursuant to the terms of this Sale Order is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, is integral to the Sale and the transactions contemplated pursuant to the APA, and represents a reasonable exercise of sound and prudent business judgment by the Debtors. Payment of the Cure Amounts by the Buyer shall, to the extent necessary, (i) cure or provide adequate assurance of cure, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code and (ii) provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Purchased Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Buyer's financial wherewithal to consummate the transactions contemplated by the APA and the evidence presented at the Sale Hearing demonstrating the Buyer's ability to perform the obligations under the Purchased Contracts after the Closing Date shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

U. All objections to the assumption and assignment of any of the Purchased Contracts by the Buyer in accordance with the APA are hereby overruled. To the extent that any counterparty failed or fails to timely object to the proposed Cure Amounts, such counterparty is deemed to have consented to such Cure Amounts and the assumption and assignment of its respective Purchased Contract(s) to the Buyer in accordance with the APA.

V. **Compelling Circumstances for Immediate Sale**. To maximize the value of the Purchased Assets, it is essential that the transactions contemplated by the APA, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts and entry into each Transaction Document and ancillary agreement, occur within the time constraints set forth in the APA. Time is of the essence in consummating the transactions contemplated by the APA, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, and entry into each Transaction Document and ancillary agreement.

W. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the approval and consummation of the transactions contemplated by the APA and this Sale Order, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts outside of a chapter 11 plan because, among other things, the Debtors' estates will suffer irreparable harm if the relief requested in the Motion is not granted on an expedited basis. The transactions contemplated by the APA and this Sale Order, including, without limitation, the Sale, and the assumption and assignment of the Purchased Contracts and entry into each Transaction Document, neither impermissibly

restructure the rights of the Debtors' creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtors, and, therefore, do not constitute a *sub rosa* plan.

X. **Repayment of DIP Facilities.** The treatment of the DIP Facilities and the Prepetition Secured Parties included herein, including the ABL Repayment, the DIP Term Loan Repayment, and the Prepetition Repayment have been negotiated in good faith and at arm's length among the Debtors, the Prepetition Secured Parties, and the DIP Secured Parties, and the treatment of the DIP Obligations (as defined in the Final DIP Order)[3] shall be deemed to have been agreed upon in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code.

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. The **Sale is Approved**. The Sale contemplated by the APA is hereby **APPROVED** as set forth herein.

3. **Objections Overruled**. Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by

[3] The "DIP Orders" are the: (i) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 59] (the "Interim DIP Order") and (ii) *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay, and (V) Granting Related Relief* [Docket No. 359], the "Final DIP Order"). All capitalized terms used but not otherwise defined in this paragraph shall have the meanings ascribed to such terms in the DIP Orders.

reference), by stipulation filed with the Court, or by representation by the Debtors in a separate pleading, and all reservations of rights included therein, if any, are hereby denied and overruled on the merits with prejudice.

4. **Approval**. The APA, all other ancillary documents, including each Transaction Document and ancillary agreement, and all of the terms and conditions thereof are hereby authorized and approved in all respects subject to the terms hereof. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are hereby authorized to (a) execute any additional instruments or documents that may be reasonably necessary or appropriate to implement the APA, the Sale, and the transactions contemplated thereby including, but not limited to, the other Transaction Documents, (b) consummate the Sale in accordance with the terms and conditions of the APA, the instruments to the APA contemplated thereby, and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA and each Transaction Document, including the assumption and assignment to the Buyer (in accordance with the APA) of the Purchased Contracts (if any), together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, the Sale, and this Sale Order.

5. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Encumbrances or other interests in, against, or on all or any portion of the Purchased Assets (whether known or unknown), the Buyer, and all successors and assigns of the Buyer, the Purchased Assets, and any trustees, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion of these Chapter 11

Cases to chapter 7 of the Bankruptcy Code. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, the Buyer, and the respective successors and assigns of each of the foregoing.

6. **Transfer of Purchased Assets Free and Clear of Encumbrances**. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets to the Buyer in accordance with the APA and applicable Transaction Document, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest the Buyer with title in and to the Purchased Assets and, other than the Assumed Liabilities, the Buyer shall take title to and possession of the Purchased Assets free and clear of all Liens and Claims and other Encumbrances and other interests of any kind or nature whatsoever (other than Permitted Encumbrances), including, without limitation, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Encumbrances and other interests to attach to the cash proceeds received by the Debtors that are ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Purchased Assets or their proceeds, if any, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

7. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer in accordance with the APA and applicable Transaction Document on the Closing Date or at such

time thereafter as the Buyer may request. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Encumbrances or other interests in the Purchased Assets, if any, other than Permitted Encumbrances, as such Encumbrances may have been recorded or may otherwise exist. For avoidance of doubts, persons and entities that are in possession of any of the Purchased Assets shall not, and shall cause their affiliates to not: (a) grant, create, incur, or permit any security interest, pledge, charge, lien, claim, or other right in favor of any third party with respect to any Purchased Inventory; or (b) take any action, or fail to take any action, that could reasonably be expected to allow any third party to assert any such security interest, pledge, charge, lien, claim, or other right in or against the Purchased Inventory, including any statutory or contractual rights of a warehouse operator, storage provider, carrier, landlord, or bailee to retain, hold, or claim possession of such Purchased Inventory as collateral. Each such person or entity shall, at its sole cost and expense, take all actions necessary to promptly remove or discharge such claimed right or interest.

8. Unless otherwise expressly included in the definition of "Assumed Liabilities" or "Permitted Encumbrances" in the APA, the Buyer shall not be responsible for any Claims and Encumbrances, including, without limitation, in respect of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust, and security interests; (c) any other employee, worker's compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act, as amended, (ii) the Fair Labor Standards Act,

(iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act, (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (d) any bulk transfer law or similar law; (e) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws; (f) any escheat or unclaimed property laws; (g) any of the Excluded Liabilities under the APA; (h) PACA, and (i) any theories of successor or transferee liability.

9. Pursuant to the Final DIP Order, the Purchased Assets and/or the proceeds thereof constitute DIP Collateral and are subject to the DIP Liens. For the avoidance of doubt, the sale of the Purchased Assets is free and clear of such DIP Liens, ABL Liens, and Encumbrances. The DIP Liens and the Prepetition ABL Liens shall attach to the proceeds from the Sale and any other sales closing concurrently with the Sale (together, the "Sales Proceeds"), sufficient to effectuate the ABL Repayment. On the Closing Date, the Debtors shall, pursuant to the ABL Payoff Letter (as defined herein), (i) irrevocably repay in full in cash all of the Obligations outstanding under the DIP ABL Credit Agreement (and all Prepetition ABL Obligations outstanding under and as defined in the Prepetition ABL Credit Agreement, if any) (other than for any indemnification

obligations and contingent obligations for which no claim has been asserted under the DIP ABL Documents, Prepetition ABL Documents or the DIP Orders, as applicable, which indemnification and contingent obligations shall survive the closing of the Sale and remain DIP ABL Obligations but shall not be (1) secured by DIP Liens on the Purchased Assets after the closing of the Sale or (2) assertable against the Buyer or, after the closing of the Sale, the Purchased Assets), and (ii) provide for the satisfactory replacement, or to the extent not replaced, the cash collateralization (in accordance with the terms of the DIP ABL Credit Agreement) of all of the DIP ABL LCs outstanding on the Closing Date, all in accordance with the terms and procedures set forth in the DIP ABL Documents, the ABL Payoff Letter (as defined herein), the DIP Orders, and the Prepetition ABL Documents, as applicable (the "ABL Repayment"). The DIP ABL Agent is hereby authorized to distribute any such amounts repaid pursuant to this Order in accordance with the ABL Payoff Letter and the DIP ABL Documents. The ABL Repayment is an integral term of the Sale and, absent the ABL Repayment, the DIP ABL Secured Parties will not consent to the Sale. The ABL Repayment shall be final and irrevocable and such payment may not be unwound, disgorged, voided or otherwise challenged and shall be free and clear of all liens and claims of any kind other than any claims or liens of the DIP ABL Agent in accordance with the DIP ABL Documents and Prepetition ABL Documents. Professionals for the DIP ABL Agent are authorized to immediately receive and apply any amounts received pursuant to a payoff letter acceptable to the DIP ABL Agent (the "ABL Payoff Letter") towards payment of any fees of such professionals notwithstanding any review periods or other conditions set forth in the DIP Orders. The Debtors may not amend, waive, supplement or modify any terms of the APA in a manner that will

materially and adversely affect the DIP ABL Secured Parties, including any reduction of the cash amount of the Purchase Price, without the prior written consent of the DIP ABL Agent on behalf of the DIP ABL Secured Parties.

10. Notwithstanding anything to the contrary herein, in the APA, or in any other document, as a condition to the closing of the Sale, on the Closing Date, the Debtors shall, and are hereby authorized and directed to, immediately and irrevocably remit to the DIP Term Loan Agent directly, for the benefit of the DIP Term Loan Lenders (in each case, as such terms are defined in the DIP Orders), the gross proceeds of the Sale net of the ABL Repayment and the amount sufficient to fund the Wind-Down Budget (as defined in the Bidding Procedures Order) (the "Net Proceeds"), for application to the DIP Term Loan Obligations outstanding under the DIP Term Loan Credit Agreement (as defined in the DIP Orders) (the "DIP Term Loan Repayment"); provided, further, that the Closing of the Sale shall not be conditioned upon there being an agreed-to Wind-Down Budget on the Closing Date. The DIP Term Loan Repayment shall be made on a dollar-for-dollar basis, such that each dollar applied to the DIP Term Loan Obligations from the Net Proceeds shall reduce the DIP Term Loan Obligations by one dollar. The DIP Term Loan Repayment is absolute and unconditional and shall not be subject to any defense, setoff, counterclaim, surcharge, marshalling, deduction, recoupment, or reduction of any kind. The DIP Term Loan Repayment is an integral term of the Sale and, absent the DIP Term Loan Repayment, the DIP Term Loan Secured Parties would not have consented to the Sale. The DIP Term Loan Repayment shall be final and irrevocable and such payment may not be unwound, disgorged, voided or otherwise challenged and shall be free and clear of any and all liens and claims of any

kind other than any liens or claims of the DIP Term Loan Agent in accordance with the DIP Term Loan Documents and until the DIP Term Loan Obligations are satisfied in full in cash, the DIP Liens shall attach to Sales Proceeds. The application of the DIP Term Loan Repayment complies with the requirements of the DIP Orders and the DIP Term Loan Documents and is supported by good, sufficient and sound business reasons. The DIP Term Loan Agent is hereby authorized and directed to apply such Net Proceeds in accordance with the DIP Orders and the DIP Term Loan Documents. To the extent the DIP Term Loan Obligations are not satisfied in full on the Closing Date (after giving effect to the ABL Repayment), any proceeds realized from the sale, liquidation, transfer, or other disposition of assets remaining in the estates by the Debtors or any successor to the Debtors, as applicable, will be used to promptly make further DIP Term Loan Repayments until all DIP Term Loan Obligations are satisfied in full in cash. Solely following the ABL Repayment, funding of the Wind-Down Budget, and satisfaction of all of the DIP Term Loan Obligations in full in cash, shall any remaining proceeds of the Sale, if any, be paid to Super-Senior Loans Obligations outstanding under and as defined in the Super-Senior Credit Agreement, solely in accordance with, and pursuant to, the priority waterfall and other terms set forth in the Super-Senior Credit Agreement and the Super-Senior Documents (in each case, as such terms are defined in the DIP Orders) (the "Prepetition Repayment"). To the extent applicable, the Super-Senior Agent is hereby authorized and directed to apply such Net Proceeds in accordance with the priority waterfall, the other terms set forth in the Super-Senior Credit Agreement, and the Super-Senior Documents. The provisions of this Sale Order relating to the DIP Term Loan Repayment and Prepetition Repayment shall survive the closing of the Sale and shall not be waived, modified,

or discharged in any way. No objection or appeal by any Prepetition Secured Party shall affect the DIP Term Loan Repayment or the Prepetition Repayment. The Debtors may not amend, waive, supplement or modify any terms of the APA in a manner that will materially and adversely affect the DIP Term Loan Repayment or the Prepetition Repayment without the prior written consent of the DIP Term Loan Agent acting at the direction of the DIP Term Loan Lenders or of the Super-Senior Agent acting at the direction of the Super-Senior First Out Lenders (each as defined in the Final DIP Order), respectively.

11. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances (other than Permitted Encumbrances) on, against, or in, all or any portion of the Purchased Assets (other than statements or documents with respect to the Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of such Encumbrances, liens, claims, interests, or other interests that the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and the Buyer is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets and otherwise seek relief from the Court pursuant to this Sale Order, if necessary; or (ii) file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, will constitute conclusive evidence of the release of all Liens or Claims in the Purchased Assets of any kind or nature; *provided that*,

notwithstanding anything in this Sale Order or the APA to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

12. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Buyer of the Debtors' interests in the Purchased Assets. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Encumbrances or other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, other than the Assumed Liabilities and Permitted Encumbrances, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and other Transaction Document or ancillary agreement. A certified copy of this Sale Order may be filed with the appropriate clerk

and/or recorded with the recorder to act to cancel any Encumbrances and other interests of record, other than the Assumed Liabilities and Permitted Encumbrances.

13. **Prohibition of Actions Against the Buyer**. Except for the Assumed Liabilities, the Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets or other Assumed Liabilities expressly identified in the APA, including, without limitation, any liability for any Encumbrances (other than Permitted Encumbrances), whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date.

14. Except with respect to the Assumed Liabilities, or as otherwise expressly provided for in this Sale Order or the APA, all persons and entities including, without limitation, all debt holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Encumbrances or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate) arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Purchased Assets to the Buyer in accordance with the APA are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer, its

successors or assigns, its property, or the Purchased Assets such persons' or entities' Encumbrances in, on, or to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors, assets, or properties; (b) enforcing, attaching, collecting, or recovering, in any manner, any judgment, award, decree, or order against the Buyer, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Encumbrance, lien, claim, or interest against the Buyer, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Buyer or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

15. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets to the extent transferred in the APA or other Transaction Document, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Buyer as of the Closing Date.

16. Pursuant to the terms of the APA, the Buyer and the Debtors shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all

things necessary under applicable Law to consummate and make effective the transactions contemplated by the APA, including, without limitation, with respect to any and all applications, notices, reports, disclosures, or other filings relating to the Permits required under applicable Law referenced in the APA and other Transaction Document. If any Permit Approval is not obtained prior to the Closing, then, until the earlier of such time as (a) such Permit Approval is obtained by Debtors, (b) the Buyer separately obtains any such Permit (sufficient to conduct the business of the Company and its Subsidiaries in the Ordinary Course), and (c) the closing of these Chapter 11 Cases, Debtors shall, and shall cause their respective Subsidiaries to continue to, use reasonable best efforts to obtain, or cause to be obtained, such Permit Approval, and the Buyer shall reasonably cooperate with the Debtors, at the Buyer's sole cost and expense, subject to any approval of the Court that may be required, and the Debtors shall and shall cause their Subsidiaries to enter into an arrangement reasonably acceptable to the Buyer as set forth in the APA. Upon obtaining the relevant Permit Approval, each Debtor shall, and shall cause any of its applicable Subsidiaries to, promptly sell, convey, assign, transfer, and deliver to the Buyer such Permit for no additional consideration.

17. No governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale to the extent that any such action by a governmental unit or any representative thereof would violate section 525 of the Bankruptcy Code.

18. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer, and of the Buyer to take possession thereof, in accordance with the terms of the APA, other Transaction Document, and this Sale Order.

19. The Buyer has given substantial consideration under the APA and this Sale Order for the benefit of the Debtors, their estates, and their creditors. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential Encumbrances pursuant to this Sale Order, which releases shall be deemed to have been given in favor of the Buyer by all holders of Encumbrances or liens against or interests in, or claims against, any of the Debtors or any of the Purchased Assets, other than with respect to the Assumed Liabilities and Permitted Encumbrances. The consideration provided by the Buyer for the Purchased Assets under the APA is fair and reasonable and may not be avoided for any reason, including under section 363(n) of the Bankruptcy Code.

20. None of the Buyer or its affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the APA and related Transaction Document and ancillary agreement, and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the APA and this Sale Order.

21. No bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtors that are approved by this Sale Order, including, without limitation, the APA and the Sale.

22. **Assumption and Assignment of Contracts**. The Debtors are hereby authorized and directed, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the Buyer, in accordance with the APA, effective upon the Closing Date, the Purchased Contracts (if any) free and clear of all Encumbrances and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and Permitted Encumbrances) and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems may be reasonably necessary to assign and transfer the Purchased Contracts and the Assumed Liabilities to the Buyer in accordance with the APA.

23. With respect to the Purchased Contracts (if any): (a) each Purchased Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code; (b) the Debtors may assume each of the Purchased Contracts in accordance with section 365 of the Bankruptcy Code; (c) the Debtors may assign each Purchased Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Purchased Contract that prohibit or condition the assignment of such Purchased Contract or allow the party to such Purchased Contract to terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of such Purchased Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors

and assignment to the Buyer of each Purchased Contract, in accordance with the APA, have been satisfied; (e) the Purchased Contracts shall be transferred and assigned to, and following the Closing Date, remain in full force and effect for the benefit of, the Buyer in accordance with the APA, notwithstanding any provision in any such Purchased Contract (including any of the kind described in section 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Purchased Contracts after such assignment to and assumption by the Buyer in accordance with the APA; and (f) upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of each Purchased Contracts.

24. All defaults or other obligations of the Debtors under the Purchased Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or default provisions of the kind described in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing Date or promptly thereafter by payment of the Cure Amounts in accordance with the APA. To the extent that any counterparty to a Purchased Contract did not or does not object to its Cure Amount by the Cure Objection Deadline, such counterparty is deemed to have consented to such Cure Amount and the assumption and assignment of its respective Purchased Contract(s) to the Buyer in accordance with the APA.

25. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, other than the right to payment of any Cure Amount, all contract counterparties are forever barred and permanently enjoined from raising or asserting against either the Debtors or the Buyer any

assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Purchased Contracts existing as of the Closing Date or arising by reason of the Closing.

26. Unless agreed to in writing by the Debtors, the Buyer, and the appropriate contract or lessor counterparty, the Cure Notice reflects the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all defaults under the Purchased Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to the Buyer of the Purchased Contracts in accordance with the APA.

27. Upon the Debtors' assignment of the Purchased Contracts to the Buyer under the provisions of this Sale Order and any additional orders of the Court and payment of any Cure Amounts by the Debtors or the Buyer, as applicable, no default shall exist under any Purchased Contract, and no counterparty to any Purchased Contract shall be permitted to (a) declare a default by the Buyer under such Purchased Contract, or (b) otherwise take action against the Buyer as a result of Debtors' financial condition, bankruptcy, or failure to perform any of their obligations under such Purchased Contract. Each non-Debtor counterparty to a Purchased Contract is hereby also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Buyer, or the property of any of them, any default or claim arising out of any indemnity obligations or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against the Buyer, any counterclaim, defense, setoff, recoupment, or any other Claim asserted or assertable against the Debtors, and (ii) imposing or charging against the Buyer any rent accelerations, assignment fees, increases, or any other fees

as a result of the Debtors' assumption and assignment to the Buyer of any Purchased Contract in accordance with the APA. The validity of such assumption and assignment of each Purchased Contract shall not be affected by any dispute between the Debtors and any non-Debtor counterparty to any Purchased Contract relating to the respective Cure Amounts.

28. Except as provided in the APA or this Sale Order, after the Closing Date, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities, and all holders of Encumbrances, liens, claims, and interests are forever barred and estopped from asserting such Claims against the Debtors, their estates, successors, or assigns, or their property or assets, *provided, however*, that notwithstanding anything to the contrary herein, the Debtors will pay any allowed administrative expense Claims under any Purchased Contract that are not Assumed Liabilities or otherwise satisfied by the Buyer as Cure Amounts in the ordinary course of business (subject to any claims reconciliation and allowance process) and all counterparties' rights are reserved with result to any defaults occurring between the filing of the Cure Notice and the effective date of assumption. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Purchased Contracts.

29. Notwithstanding anything herein to the contrary and subject to the APA, up until twenty (20) Days prior to the Closing Date, the Buyer may add or eliminate any Contract from the Cure Schedule, and thereby include or exclude such Contract from the definition of Purchased Contracts pursuant to the terms of the APA. Automatically upon the elimination of any Contract

as a Purchased Contract, such Contract will constitute an Excluded Asset and will not be assigned to the Buyer, and no Liabilities arising thereunder or relating thereto shall be assumed by the Buyer. The Debtors shall provide the Buyer with the Contract & Cure Update Schedule as required pursuant to the terms of the APA, and comply with all requirements in the APA, including, without limitation, using commercially reasonable efforts to establish proper Cure Costs for each Purchased Contract, including any added Contract, prior to the Closing Date.

30. The Buyer has demonstrated adequate assurance of future performance under the applicable Purchased Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

31. **Successor Liabilities.** The consideration provided by the Buyer for the Debtors' rights, title, and interest in the Purchased Assets under the APA constitutes reasonably equivalent value and fair consideration for the Purchased Assets under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, possession, or the District of Columbia. The sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under section 363(n) of the Bankruptcy Code, or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal, state, or foreign laws.

32. None of the Buyer or any affiliates of Buyer, as a result of any action taken in connection with the APA, the consummation of the transactions contemplated thereby, shall be

responsible for any Encumbrance or shall be deemed to: (a) be a legal successor to any Debtor or otherwise be deemed a successor to any Debtor under any federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into any Debtor; or (c) be an *alter ego* or a mere continuation or substantial continuation of any Debtor or the enterprise of any Debtor, including, without limitation, in the case of each of (a)-(c), without limitation, (i) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act, PACA, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the Relations Americans with Disabilities Act, the Family Medical Leave Act, the Labor Management Relations Act, the Multiemployer Pension Protection Act, the Pension Protection Act the National Labor Relations Act, 29 U.S.C. § 151, *et seq*. or (ii) in respect of (1) any environmental liabilities, debts, claims or obligations arising from conditions existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances, or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, and (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (3) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation, or doctrine, (4) any bulk transfer law

or similar law; (5) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws; or (6) any escheat or unclaimed property laws.

33. Without limiting the generality of the foregoing, none of the Buyer, its respective affiliates, predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent) shall have any responsibility for any (a) liability or other obligation of the Debtors related to the Purchased Assets or (b) any claims against the Debtors or any of their predecessors or affiliates. By virtue of the purchase of the Purchased Assets, none of the Buyer or any affiliates of the Buyer shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon, but not limited to, any theory of antitrust, environmental (including, without limitation, CERCLA), successor or transferee liability, *de facto* merger or substantial continuity, labor and employment (including, without limitation, WARN), or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, any liabilities or non-monetary obligations on account of the Debtors' employment agreements or health or benefit plans, any liabilities or obligations related to or arising from any settlement or injunction or any liabilities on account of any taxes (including, without limitation, sales and use taxes) arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Purchased

Assets, in each case, either (x) arising on or prior to the Closing Date, or (y) from and after the Closing Date, but which arise out of or relate to any act, omission, circumstances, breach, default or other event occurring before the Closing Date (collectively, with the potential claims set forth in Paragraph 32, "Successor or Transferee Liability"). The Buyer would not have acquired the Purchased Assets but for the foregoing protections against Successor or Transferee Liability. For the avoidance of doubt, the provisions of this paragraph are in addition to the provisions in Paragraph 32 and shall in no way limit, or be interpreted as contradicting or qualifying, the provisions in Paragraph 32.

34. **Good Faith**. The transactions contemplated by the APA and other Transaction Document and ancillary agreement are undertaken by the Buyer without collusion and in good faith (as that term is used in section 363(m) of the Bankruptcy Code) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Purchased Contracts) with the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a good-faith purchaser of the Purchased Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

35. **Failure to Specify Provisions**. The failure specifically to include any particular provisions of the APA or other Transaction Document in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA and other Transaction Document be authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order; *provided*, *however*, that this

Sale Order shall govern if there is any inconsistency between the APA (including all ancillary documents executed in connection therewith) and this Sale Order. All of the provisions of this Sale Order are nonseverable and mutually dependent. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Sale Order shall control.

36. **Material Modifications**. The APA and each other Transaction Document, and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court; *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, *provided, further*, that any modification, amendment, or supplement that has a material adverse effect on the Debtors' estate or materially changes the economic substance of the transactions shall be (i) filed on the docket served on the master service list, and (ii) parties-in-interest shall have five (5) days to object to any such amendment. Absent any such objection, such modification, amendment, or supplement shall be binding and any timely objection shall be heard by the Court on an expedited basis.

37. Additionally, in accordance with the terms of the APA, the Debtors are authorized to (i) take all actions and file such other documents as may be required to change their legal names and (ii) file any necessary documents to effectuate any such name change, without further order of the Court. The Debtors shall file any requisite notice in connection with any such name change to change the case caption in these Chapter 11 Cases.

38. **Amounts Payable by Debtors**. Any amounts payable by any Debtor under the agreements or any of the documents delivered by any Debtor in connection with the APA or this Sale Order shall be paid in the manner provided in the APA and the Bidding Procedures Order, without further order of the Court, shall be allowed administrative claims in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, shall have the other protections provided in the Bidding Procedures Order, and shall not be discharged, modified, or otherwise affected by any chapter 11 plan for the Debtors, except by an express agreement with the Buyer, its successors, or assigns. Without limiting the foregoing, the Buyer shall not be required to file any claim for an administrative expense notwithstanding any subsequent order or plan setting forth a deadline for holders of administrative expenses to file motions or proofs of claim for such expenses; provided, that the Debtors shall promptly provide reasonable documentation of any claimed administrative expense to the Committee.

39. **Other Provisions**. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies or exercise any of its rights under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence, provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

40. **Atlantic Specialty Insurance Company**. Notwithstanding anything in this Sale Order or the APA to the contrary, the surety bonds issued on behalf of the Debtors by Atlantic Specialty Insurance Company and the cash collateral securing those bonds are not being assumed

and assigned to the Buyer. The surety bonds and the cash collateral securing them are Excluded Assets.

41. **Saddle Creek**. Notwithstanding anything to the contrary herein, this Sale Order does not authorize the transfer of the Saddle Creek Goods to Buyer free and clear of the Saddle Creek Warehouse Lien on the Saddle Creek Goods stored at the Saddle Creek Facility on the Closing Date and does not alter or impair the Saddle Creek Warehouse Lien, or Saddle Creek's rights related to the Saddle Creek Goods in any way, whether those rights continue under an assumed contract or otherwise. For the avoidance of doubt, nothing in this Paragraph shall limit or restrict (x) the Debtors' ability to transfer any Saddle Creek Goods which constitute a Purchased Asset to the Buyer pursuant to this Sale Order, (y) the Buyer's ability to transfer any Saddle Creek Good that is a Purchased Asset from and after the Closing Date provided that any such transfer is consistent with and subject to the Saddle Creek Warehouse Lien and the Saddle Creek Warehouse Agreement; and (z) the Saddle Creek Warehouse Lien shall not attach to any Good that is no longer stored at the Saddle Creek Facility.[4] Buyer expects the PCP Goods will continue to be stored by Saddle Creek at the Saddle Creek Facility as of the Closing Date. In the event Saddle Creek seeks to exercise the Saddle Creek Warehouse Lien against the Buyer's goods in Saddle Creek's

[4] The Debtors and Saddle Creek Corporation ("Saddle Creek") are parties to a Warehouse Services Agreement dated December 6, 2019 (as amended, the "Saddle Creek Warehouse Agreement"), governing the storage, handling, and distribution of the Debtors' goods (the "Saddle Creek Goods") stored at Saddle Creek's Ft. Worth, Texas facility (the "Saddle Creek Facility"). Pursuant to the Saddle Creek Warehouse Agreement and applicable law, Saddle Creek has a valid, perfected general warehouse lien for all charges for storage, handling, other services rendered, and any other indebtedness owing by the Debtors to Saddle Creek, whether related to the Saddle Creek Goods or otherwise (the "Saddle Creek Warehouse Lien"). Buyer is purchasing a portion of the Saddle Creek Goods ("PCP Goods").

possession, including the PCP Goods, if any, Saddle Creek's right to exercise the Saddle Creek Warehouse Lien against Buyer's goods stored by Saddle Creek shall be limited to obligations under the Saddle Creek Warehouse Agreement reasonably allocable solely to Buyer's goods, including the PCP Goods, that first arise or accrue from and after the Closing Date. It is understood that (a) PCP Goods constitute a small portion of the Saddle Creek Goods located at the Saddle Creek Facility and (b) this paragraph shall be of no effect if, prior to the Closing Date, Buyer and Saddle Creek enter into a separate agreement governing the Buyer's goods, including the PCP Goods, at the Saddle Creek Facility.

42. **Saddle Creek Administrative Expense.** The Debtors shall pay all amounts due, owing and accrued under the Saddle Creek Warehouse Agreement through and including the Closing Date to Saddle Creek by wire transfer instructions provided by Saddle Creek within one Business Day of the Closing Date. The Debtors shall provide Saddle Creek with two (2) Business days advance notice of the Closing Date, and Saddle Creek will then provide the Debtors with an invoice of amounts estimated to be outstanding as of the Closing Date.

43. **Waiver and Release of Avoidance Actions**. The following Paragraph shall control notwithstanding anything to the contrary in this Sale Order or the APA.

a. The Purchased Assets shall include all Avoidance Actions against any creditors, trade vendors, suppliers, customers, or other persons or entities other than the Excluded Avoidance Action Parties (such parties, the "AA Released Parties") that are Primarily related to the Business, and the Buyer shall be deemed to irrevocably waive, release, and extinguish all such Avoidance Actions against

the AA Released Parties that would otherwise constitute Purchased Assets (collectively, the "Released Avoidance Actions") effective as of the Closing Date.

b. To the extent that any Avoidance Actions against the AA Released Parties are not acquired by the Buyer or by another buyer pursuant to the FDM APA or the B&G APA,[5] the Debtors, on behalf of themselves and their estates, shall be deemed to irrevocably waive, release, and extinguish all such Avoidance Actions pursuant to the 9019 Settlement Term Sheet upon the effective date of any confirmed chapter 11 plan in these Chapter 11 Cases; *provided*, that the Debtors shall retain the ability to assert Avoidance Actions solely as counterclaims or defenses to disputed claims in the claims reconciliation process, and not for purposes of direct or indirect commencement or prosecution of, among other things, any affirmative action, the recovery of monetary relief, or the pursuit of damages of any kind.

c. From and after the Closing Date, the Buyer and its affiliates shall not bring or pursue or permit to be brought or pursued, either directly or through an intermediary, any Released Avoidance Actions. The Avoidance Action releases contained in this Paragraph may not be amended, modified, or supplemented without consent of the Buyer and a further order from this Court after notice

[5] The FDM APA means the asset purchase agreement attached as Exhibit 4 at [Docket No. 1109] (as amended), and the B&G APA means the asset purchase agreement attached as Exhibit 6 at [Docket No. 1109] (as amended).

and a hearing. The AA Released Parties shall have standing to enforce the Avoidance Action releases set forth this Paragraph in any court of competent jurisdiction.

d. The Purchased Assets shall not include any claims or Avoidance Actions against (i) the Debtors, (ii) the Prepetition Secured Parties (as defined in the Final DIP Order), (iii) the DIP Secured Parties (as defined in the Final DIP Order), (iv) Del Monte Pacific Limited ("DMPL"), (v) Black Diamond Capital Management LLC, and (vi) Related Parties (as such term is defined in the 9019 Settlement Term Sheet) of each of the foregoing parties (collectively, the "Excluded Avoidance Action Parties"). Notwithstanding anything else in this Sale Order or the APA, (x) the Excluded Avoidance Action Parties shall not receive any release or waiver of any claims or causes of action (including, without limitation, any Avoidance Actions) pursuant to this Sale Order or the APA, (y) to the extent that (A) the order approving the 9019 Settlement is modified, amended, reversed, or vacated on appeal and (B) a party with proper standing brings a successful Challenge (as defined in the Final DIP Order) to any portion of the DIP Term Loan or the DIP Term Loan Obligations, nothing herein (including, without limitation, Paragraph 10) shall prevent the unwinding, disgorgement, or voiding of the DIP Term Loan Repayment solely with respect to the successfully challenged portion of the DIP Term Loan or DIP Term Loan Obligations, and (z) notwithstanding any claims, actions or

proceedings related to or concerning the subject matter of (x) or (y), or any defenses, rights or remedies of any parties that may arise thereunder or in connection therewith, such claims, actions, proceedings, defenses, rights, or remedies shall in no way affect or impact the Buyer or the Purchased Assets as the Sale to Buyer is free and clear thereof, including, but not limited to, that nothing may create any claims, defenses, rights or remedies against the Buyer or the Purchased Assets, the Buyer shall not be named or involved in any such claims, actions or proceedings, and that the Purchased Assets shall not be subject to, modified, altered or affected by any such claims, actions or proceedings.

e. As used in this Paragraph:

i. "**9019 Settlement**" means the settlement set forth in the 9019 Settlement Term Sheet.

ii. "**9019 Settlement Term Sheet**" means that certain Settlement Term Sheet filed at Docket No. 1194, and approved by an Order of the Bankruptcy Court entered contemporaneously herewith.

iii. "**Avoidance Actions**" shall mean any and all avoidance or other similar types of claims, causes of action or remedies, which may be brought by or on behalf of the Debtors or their estates or other authorized parties in interest by and through the Debtors or their estates, under the Bankruptcy Code or applicable non-bankruptcy law arising under

chapter 5 of the Bankruptcy Code or under similar or related state or federal statutes or common law or non-U.S. law, including fraudulent transfer laws.

44. Nothing in this Sale Order, the APA or any disclosure schedules or other schedules related thereto (as may be amended or restated from time to time) shall waive, release or otherwise impact any claims or causes of action preserved in paragraph 40 of the Final DIP Order, or those included in Adversary Proceeding Number 26-01018 captioned *Certain Members of the Ad Hoc Group of Minority Secured Lenders v. Members of the Ad Hoc Term Lender Group*, in each case as against the defendants currently named in the docketed adversary complaint; provided, further, that any such claims or causes of action and recoveries shall not be assertable against the Buyer or, after the closing of the Sale, the Purchased Assets. For avoidance of doubt, this Paragraph shall have no impact on the Sale, the Purchased Assets, the Buyer or its Affiliates.

45. **Subsequent Plan Provisions**. Nothing contained in any chapter 11 plan, any order confirming any such plan, or any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these Chapter 11 Cases to chapter 7) or any related proceeding subsequent to entry of this Sale Order shall alter, conflict with, or derogate from, the provisions of the APA or this Sale Order.

46. **Survival**. The terms and provisions of this Sale Order and the terms and provisions of the APA and any actions taken pursuant hereto or thereto as of the date of the entry of this Sale Order shall survive the entry of any order that may be entered, including, without limitation, converting these Chapter 11 Cases from chapter 11 to chapter 7 or dismissing these Chapter 11

Cases, and the terms and provisions of the APA as well as the rights and interests granted pursuant to this Sale Order and the APA shall continue in these or any superseding cases and shall be binding upon the Debtors and all other parties and their respective successors and permitted assigns, including any trustee, examiner, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

47. **Calculation of Time**. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

48. **Further Assurances**. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all instruments and certificates (including deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions, and assurances), and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the APA and other Transaction Document and ancillary agreement, including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in the Buyer its right, title, and interest in and to the Purchased Assets.

49. **Retention of Jurisdiction**. The Court retains exclusive jurisdiction over all matters arising out of, or relating to, these Chapter 11 Cases pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to interpret, implement, and enforce the terms and provisions of this Sale Order, the APA, and other Transaction Document, all amendments to any of the foregoing, and any waivers and consents thereunder, and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtors

to the Buyer in accordance with the APA, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, without limitation, retaining jurisdiction to (a) interpret, implement, and enforce the provisions of this Sale Order, the APA and other Transaction Document, (b) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, (c) protect the Buyer against any Encumbrances or other interests in the Debtors or the Purchased Assets of any kind or nature whatsoever attaching to the proceeds of the Sale, and (d) enter any orders under section 105, 363, 1123, or 1146(a) of the Bankruptcy Code with respect to the Purchased Contracts.

50. **Exemptions from Transfer Taxes and Fees**. The transactions contemplated by the APA and this Sale Order, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the Sale, are exempt from any and all document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing, or recording fee, regulatory filing or fee, or other similar tax, fee, or governmental assessment incurred or assessed by any federal, state, local, or foreign taxing authority (including interest and penalties, if any), to the maximum extent permitted by law.

51. **DIP Secured Parties**. The DIP Secured Parties agree that in the event any Prepetition Secured Party or DIP Secured Party appeals this Sale Order (such appeal proceedings, including any appeal to a higher court or any subsequent remand, the "Secured Party Appeal"), the DIP Secured Parties shall not seek: (i) a stay of the Sale Order pending the Secured Party Appeal, or (ii) any relief as against Buyer or the Purchased Assets or that would reverse or modify

or otherwise impair the sale of the Purchased Assets to the Buyer free and clear of all Claims, Liens and Encumbrances as provided herein and in the APA, such that any reversal or modification of the Sale Order resulting from such Secured Party Appeal shall not affect the validity of the Sale (including the assumption and assignment of the Purchased Contracts) to the Buyer, free and clear of all Claims, Liens and Encumbrances as provided herein and in the APA. The foregoing is without limitation to the protections set forth in Paragraph 34. This Paragraph shall control notwithstanding anything to the contrary in this Sale Order.

52. To the extent the Sales have not closed pursuant to the APAs on or before April 15, 2026, the parties to that certain settlement disclosed in the *Notice of Further Updated Settlement Term Sheet and Proposed Order Approving Settlement Reached Among Mediation Parties* [Docket No. 1107] (the "Settlement Term Sheet") agree, in good faith, to engage in discussions regarding the amount of the Committee Hourly Fee Cap (as defined in the Settlement Term Sheet).

53. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

54. The Debtors are authorized to take all actions necessary or appropriate to implement the relief granted in this Sale Order in accordance with the Motion.

EXHIBIT A

APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

PACIFIC COAST PRODUCERS,

as Buyer

and

THE OTHER PARTIES LISTED AS SIGNATORIES HERETO,

as Sellers

February 6, 2026

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ASSET PURCHASE AGREEMENT

THIS **ASSET PURCHASE AGREEMENT**, dated as of February 6, 2026 (this "**Agreement**"), is made and entered into by and among Pacific Coast Producers, a California corporation ("**Buyer**"), and those certain other parties signatory hereto, including Seller Parent (collectively "**Sellers**" and each entity individually, a "**Seller**"). Sellers and Buyer are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**." Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article 1.

W I T N E S S E T H:

WHEREAS, on July 1, 2025 (the "**Petition Date**"), Sellers as debtors and debtors in possession (collectively, the "**Debtors**") sought relief under Chapter 11 of Title 11, §§ 101-1330 of the United States Code (as amended, the "**Bankruptcy Code**") by filing cases jointly administered under case number 25-16984 (MBK) (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, the Parties desire to enter into this Agreement, pursuant to which Sellers shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Sellers, all of Sellers' right, title and interest in and to the Purchased Assets (free and clear of all Encumbrances other than Permitted Encumbrances), and Buyer shall assume all of the Assumed Liabilities, and the Parties intend to effectuate the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order;

WHEREAS, Sellers are engaged in the Business (as defined herein) to which this Agreement relates and one or more other businesses (the "**Other Businesses**"), and the transaction contemplated by this Agreement is one transaction in a series of transactions contemplated by Sellers in connection with the Chapter 11 Cases and one or more Sellers has entered into or may enter into one or more separate transactions with one or more third parties other than Buyer ("**Other Buyers**") for the sale of the Other Businesses;

WHEREAS, prior to or concurrently with the execution of this Agreement, Buyer has deposited with Citibank, N.A. (the "**Escrow Agent**"), by wire transfer of immediately available funds, the Deposit, to be held in escrow pursuant to the terms of the Escrow Agreement, in accordance with the Bidding Procedures approved by the Bankruptcy Court; and

WHEREAS, the Parties' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01 *Definitions*.

(a) The following terms, as used herein, have the following meanings:

"**ABL Agent**" means the agent for the ABL Lenders.

"**ABL Lenders**" means the banks and other financial institutions or entities from time to time parties to the DIP ABL Credit Agreement.

"**Accounting Principles**" means (i) the principles, practices and methodologies as were used in the preparation of the Inventory Schedule, (ii) the principles, practices and methodologies as were used in the preparation of Sellers audited consolidated financial statements as of April 28, 2024, which are in accordance with IFRS and (iii) IFRS; provided that (x) in the event of a conflict between the principles, practices and methodologies as were used in the preparation of the Inventory Schedule and either the principles, practices and methodologies as were used in the preparation of the financial statements or IFRS, the principles, practices and methodologies as were used in the preparation of the Inventory Schedule shall control and (y) in the event of a conflict between the principles, practices and methodologies as were used in the preparation of the financial statements and IFRS, the principles, practices and methodologies as were used in the preparation of the financial statements shall control.

"**Action**" means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority.

"**Affiliate**" means, with respect to any Person, another Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, ownership of more than fifty percent (50%) of the voting securities shall be deemed to be "control" for purposes of this definition. In no event shall Affiliates of any Seller be deemed to include portfolio companies of investment funds managed or advised by Affiliates of such Seller.

"**Alternative Transaction**" means the sale, transfer or other disposition, directly or indirectly, including through an asset sale, share sale, merger, amalgamation, or other similar transaction, including a plan of reorganization approved by the Bankruptcy Court, or resulting from the Auction, of all or substantially all of the Purchased Assets (other than any Inventory sold or disposed of in the Ordinary Course and, for the avoidance of doubt, any asset designated as an Excluded Asset pursuant to Section 2.03) and the assumption of the Assumed Liabilities, in a transaction or series of transactions with one or more Persons other than Buyer or any of its Affiliates; provided that, for the avoidance of doubt, an Alternative Transaction shall not include any such transaction with respect to any of the Other Businesses or any of the assets of Sellers or their Affiliates other than the Purchased Assets.

"**Antitrust Laws**" means any applicable antitrust, competition, trade regulation or merger control Laws promulgated by any Governmental Authority.

"**Auction**" means an auction or auctions, if any, for the sale of Sellers' assets conducted pursuant to the terms and conditions of the Bidding Procedures Order.

"**B&S Business**" means the business of developing, manufacturing, procuring, marketing, distributing and selling conventional and organic broths and stocks in aseptic packaging and cans under the *College Inn* and *Kitchen Basics* brands, as operated by the Sellers as of the date hereof in the United States.

"**B&S Transaction**" means the sale of the B&S Business to a third party buyer.

"**Back-Up Bidder**" shall have the meaning set forth in the Bidding Procedures.

"**Bankruptcy and Equity Exception**" means any Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in any Proceeding in equity or at Law).

"**Bidding Procedures**" has the meaning set forth in the Bidding Procedures Order.

"**Bidding Procedures Motion**" means the *Debtors' Motion for Entry of an Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially All of Debtors' Assets, (II) Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, (III) Scheduling an Auction and Sale Hearing, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving the Sale of Substantially All of the Debtors' Assets, and (VI) Granting Related Relief,* [Docket No. 190], dated as of July 20, 2025, filed by Sellers in the Bankruptcy Court.

"**Bidding Procedures Order**" means the *Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially All of Debtors' Assets; (II) Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, (III) Scheduling an Auction and Sale Hearing, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving the Sale of Substantially All of the Debtors' Assets, and (VI) Granting Related Relief,* entered by the Bankruptcy Court, [Docket No. 365], dated as of August 13, 2025.

"**Business**" means the business of developing, manufacturing, procuring, marketing, distributing and selling shelf-stable packaged ambient fruit, namely, apples, pineapples, pears, grapefruits, citrus salads, apricots, peaches, mangos, papayas, mandarin oranges, cherries, and mixed fruits, in the following packaging: cans, jars, plastic cups, plastic pouches, tetrapaks, and sustainable packaging and successor versions of such packaging; also including, namely ambient fruit sauces, under the DEL MONTE®, S&W® brands, the other brands set forth in the Exclusive IP License and related trademarks operated by the Sellers as of the date hereof in the United States (including Puerto Rico) and Mexico.

"**Business Day**" any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"**Claim**" means a "claim" as defined in Section 101 of the Bankruptcy Code.

"**Clean Team Agreement**" means any clean team or similar agreement entered into from time to time between one or more Sellers and one or more third parties in connection with the potential sale of the Business and the Other Businesses, which establishes a "clean team" and limits access to certain confidential information of Sellers to such clean team in connection with such sale process.

"**Closing Date**" means the date of the Closing.

"**Closing Date Adjustment Percentage**" means a percentage, the numerator of which is the Estimated Closing Saleable Inventory, and the denominator of which is $216,262,787.17; provided, that in no event shall the Closing Date Adjustment Percentage exceed one hundred and two percent (102%); and provided, further, that the minimum Closing Date Adjustment Percentage (the "**Floor**") shall initially be ninety-five percent (95%), but shall be reduced by an amount equal to two and one-half percentage points (2.5%) for each full seven (7)-day period elapsing after January 27, 2026 through and including the Closing Date, and, for any partial seven (7)-day period, by a pro rata amount equal to (2.5% ÷ 7) multiplied by the number of days elapsed after January 27, 2026 through and including the Closing Date. For example, if the Closing Date occurs ten (10) days after January 27, 2026, the Floor would be reduced by approximately three and fifty seven hundredths percent (3.57%), resulting in a Floor of approximately ninety-one and forty-three hundredths percent (91.43%).

"**Closing Date Payment**" means an amount in cash equal to the sum of (a) the Inventory Purchase Price, plus (b) the Non-Inventory Purchase Price, less (c) the Deposit.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Competing Bid**" means any bid contemplating an Alternative Transaction.

"**Confidentiality Agreement**" means that certain Mutual Non-Disclosure Agreement, dated August 1, 2025, by and between Del Monte Foods, Inc. and Buyer.

"**Consenting Lenders**" has the meaning ascribed to such term in the RSA.

"**Contract**" means any written contract, agreement, license, sublicense, lease, sales order, purchase order, instrument, undertaking or legally binding commitment.

"**Cure Costs**" means, with respect to any Purchased Contract, the Liabilities that must be paid or otherwise satisfied to cure all monetary defaults under such Purchased Contract to the extent required by Section 365(b) of the Bankruptcy Code in connection with the assignment and

assumption of such Purchased Contract, as determined pursuant to the process set forth in the Bidding Procedures Order.

"**Cut-Off Date**" means the earlier of (a) twelve (12) months following the Closing and (b) the closing of the Chapter 11 Cases.

"**Deposit**" means $11,311,169.15.

"**DIP ABL Credit Agreement**" means, as it may be amended, restated, supplemented, or otherwise modified from time to time, that certain Debtor-in-Possession ABL Credit Agreement, dated as of July 2, 2025, by and among Del Monte Foods Corporation II, Inc., as borrower, DM Intermediate II Corporation, as holdings, the lenders from time to time party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors).

"**DIP Credit Agreement**" means that certain Super-Priority Senior Secured Debtor-In-Possession Credit and Guaranty Agreement, dated as of July 2, 2025, among the Debtors, the Administrative Agent (as defined therein) and the lenders party thereto.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Sellers to Buyer (as supplemented, modified and/or updated pursuant to Section 11.12).

"**Encumbrance**" means any Lien, Claim and any other similar encumbrance of any kind.

"**Environmental Laws**" means all applicable Laws concerning or relating to worker/occupational health and safety (solely to the extent related to exposure to Hazardous Materials), pollution (or the cleanup thereof), protection of the environment, or the use, manufacture, production, removal, cleanup, generation, handling, transportation, treatment, recycling, storage, disposal, distribution, labeling, discharge or release, of any Hazardous Materials.

"**Escrow Agreement**" means the Escrow Agreement entered into on or prior to the date hereof by and among Buyer, Seller Parent and the Escrow Agent, a copy of which is attached hereto as Exhibit A.

"**Estimated Closing Saleable Inventory**" means Sellers' good-faith estimate, delivered pursuant to Section 2.12, of the aggregate book value of Saleable Inventory expected to be included in the Purchased Inventory as of the Closing Date, determined in accordance with the Accounting Principles and using the same valuation methodologies, expiration-date conventions, coding interpretations, SKU numbers and classification rules used to calculate the Saleable Inventory in the Inventory Schedule, and expressly excluding any upward revaluation or write-up of inventory for any reason, whether pursuant to the Accounting Principles, IFRS, or otherwise.

"**Existing License Agreements"** means presently active trademark license Contract in which a Seller has exclusively licensed or sublicensed the right to a third party to use one or more of the DEL MONTE brand trademarks or S&W brand trademarks in connection with food or beverage products in a specified geographic territory.

"**Final Order**" means an Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented in writing to by Buyer) and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a right to a new trial, stay, reargument or rehearing shall have expired, as a result of which such Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

"**Finished Inventory**" means all finished goods inventory, whether labeled or unlabeled, Primarily used or held for use in the Business, whether or not obsolete or carried on Sellers' books of account, together with any transferable warranty and service rights related thereto.

"**Foreign Direct Investment Laws**" means any Law promulgated by any Governmental Authority and designed to regulate direct or indirect foreign investment.

"**Fraud**" means actual and intentional common law fraud under Delaware law with the intent to deceive by a Party in the making of the representations and warranties set forth in Article 3 or Article 4 of this Agreement by such Party, as applicable (and not with respect to any other representations or warranties). For the avoidance of doubt, any inaccuracy of any representation or warranty shall be determined with regard to, and including, all qualifications and exceptions contained therein (and in the Schedules relating thereto) relating to knowledge, Knowledge of Sellers, materiality, Material Adverse Effect, and all similar qualifications and standards contained within the representations and warranties, as applicable.

"**Governmental Authority**" means any (a) multinational, tribal, federal, state, municipal, local or other governmental or public department, central bank, court, commission, commissioner, tribunal, board, bureau, agency or instrumentality, domestic or foreign, (b) subdivision or authority of any of the foregoing or (c) regulatory or administrative authority, including any Sanctions Authority.

"**Hazardous Material**" means any material, substance or waste (i) that is listed, regulated or otherwise defined as "toxic," or "hazardous," a pollutant or contaminant (or words of similar meaning) by any Environmental Law, (ii) the presence of which requires investigation or remediation under any Environmental Law because of its dangerous or deleterious properties or characteristics or (iii) that is petroleum, petroleum constituents or byproducts, lead, urea, formaldehyde, radon gas, mold, asbestos-containing materials, per- and polyfluoroalkyl substances, flammable substances, radioactive materials, pesticides, and polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the regulations promulgated thereunder, as amended.

"**IFRS**" means the International Financial Reporting Standards.

"**Intellectual Property**" means any and all intellectual property of every kind, whether protected or arising under the Laws of the United States or any other jurisdiction, including all intellectual or industrial property rights in any of the following: (a) all trademarks and service marks, and all registrations, renewals and applications therefor, and all brand names, product names, trade dress, logos, protectable distinguishing guises and indicia of origin, slogans, domain names, social media handles, and other similar designations of source or origin, and other similar designations of source or origin and, in each case, all goodwill and all other worldwide rights, title and interest associated with the foregoing, whether registered or not, in any form including abbreviation, derivation, variation, diffusion or otherwise, whether stylized or not stylized, and for all purposes and for all goods, products and services (collectively, "**Trademarks**"), (b) methods, techniques, ideas, know-how, research and development, technical data, molds, prototypes, models and designs, programs, materials, specifications, processes, inventions (patentable or unpatentable), patents, and other similar materials and improvements thereto, and all tangible embodiments of the foregoing, and all applications, patents or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions (collectively, "**Patents**"), (c) all copyrights (registered or unregistered), works of authorship, and software (including source code, object code, operating systems and specifications), including applications and registrations thereof (collectively, "**Copyrights**"), (d) all trade secrets, confidential or proprietary business information, including business data bases, data analytics, know-how, techniques, concepts, methods, processes, specifications, product designs, recipes, blue prints, surveys, customer reviews, customer/vendor lists, customer contact information, email lists, data bases, sales plans, formulae, reports, and other proprietary or confidential information and know-how (collectively, "**Trade Secrets**"), (e) all rights of publicity, (f) all moral and economic rights of authors, inventors, however denominated, and (g) all other intellectual property and proprietary rights recognized under the Laws of any applicable jurisdiction.

"**Inventory**" means Finished Inventory and Unfinished Inventory.

"**Inventory Schedule**" means the schedule attached hereto as Exhibit B, setting forth, for illustrative and planning purposes only, Sellers' good-faith forecast of the quantities of Finished Inventory held at current standard cost expected to be included in the Purchased Inventory as of the Closing Date, prepared in accordance with the Accounting Principles and using the same expiration-date conventions, coding interpretations, and methodologies set forth in the notes and definitions included in the Inventory Schedule. The Inventory Schedule sets forth all Finished Inventory in categories based on remaining shelf life. The Inventory Schedule also includes, and is supported by, (i) an inventory forecast by SKU and (ii) an aging forecast by SKU, each prepared using the same methodologies, conventions, and classification rules used in the Inventory Schedule itself. For the avoidance of doubt, the Inventory Schedule (including all supporting backup schedules) is illustrative only and shall not itself give rise to any adjustment to the Purchase Price.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge of Sellers**" means the actual knowledge of each of Gregory N. Longstreet and Flavia Landsberg, after reasonable inquiry of their direct reports.

"**Law**" means any applicable law, treaty, statute, ordinance, code, directive, decree, Order, rule or regulation of any Governmental Authority.

"**Leased Real Property**" means any real property leased, subleased or which a Seller has the right to occupy as tenant or subtenant and is used Primarily in the Business.

"**Liability**" means any and all debts, liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.

"Licensed Intellectual Property" means, collectively, all Intellectual Property owned by Sellers or any of their Affiliates that is licensed to Buyer pursuant to the Exclusive IP License, including (a) the Trademarks and Copyrights set forth on the schedules to the Exclusive IP License, in each case, together with all registrations, applications, common-law rights, goodwill, and other rights related thereto and (b) any other Intellectual Property of Sellers or their Affiliates expressly identified in the Exclusive IP License. For the avoidance of doubt, Licensed Intellectual Property does not include any Intellectual Property of Sellers or their Affiliates not expressly included in the Exclusive IP License.

"**Lien**" means any mortgage, deed of trust, pledge, security interest, encumbrance, charge, hypothecation, easement, right of way, option, right of first refusal, right of first offer, title defect, lease, sublease, exclusive license, occupancy right, servitude, or other lien of any kind in or on any property or asset, whether arising by contract, under law, or otherwise, and whether recorded or unrecorded, choate or inchoate, statutory or consensual, including any agreement to give or grant any of the foregoing.

"**Material Adverse Effect**" means any change, effect, event, circumstance or occurrence that, individually or in the aggregate, (a) has, or would reasonably be expected to have, a material adverse effect on the Business, the Purchased Assets or the Assumed Liabilities, taken as a whole, or (b) prevents or materially delays or materially impairs, or would reasonably be expected to prevent, materially delay or materially impair, the consummation of the transactions contemplated by this Agreement and the other Transaction Documents on the terms set forth herein and therein; provided, however, that in the case of clause (a), in no event shall any change, effect, event, circumstance or occurrence that results from or arises out of the following be deemed to constitute, or be taken into account, in determining whether there has been, or would be, a Material Adverse Effect: (i) general changes or developments in global or national political, economic, business, monetary, financial or capital or credit market conditions or trends (including interest rates); (ii) geopolitical conditions or any outbreak or escalation of hostilities, acts of terrorism or war, cyber-attacks, civil unrest, regional, national or international emergency, natural disasters, including

hurricanes, storms, tornadoes, flooding, earthquakes, volcanic eruptions or similar occurrences, or any acts of God or similar force majeure events; (iii) the failure of the financial or operating performance of any Seller or any of its respective businesses to meet any projections, forecasts, budgets estimates or predictions for any period (it being understood that the underlying cause of such failure to meet such projections, forecasts, budgets, estimates or predictions may be taken into account in determining whether a Material Adverse Effect has occurred); (iv) changes in Laws first proposed or implemented after the date hereof; (v) changes in IFRS or other accounting regulations or principles first proposed after the date hereof; (vi) any global or national health concern, epidemic, disease outbreak or pandemic (including the COVID-19 pandemic); (vii) any Law issued by a Governmental Authority requiring business closures, quarantine or sheltering-in-place or similar restrictions in connection with, or that arise out of, any epidemic, pandemic or disease outbreak (including the COVID-19 pandemic); (viii) acts taken or not taken (1) at the specific written request of, or with the written consent of, Buyer, or (2) in compliance with the express terms of this Agreement or the Transaction Documents (other than the requirements of Section 5.01 or any other requirement to conduct the Business in the Ordinary Course); (ix) the announcement or pendency of this Agreement or the transactions contemplated hereby (provided that the exception in this clause (ix) shall not apply to that portion of any representation or warranty contained in Section 3.03 to the extent that the purpose of such portion of such representation or warranty is to address the consequences resulting from the announcement or pendency of this Agreement); or (x) the Chapter 11 Cases, including (A) the Auction and any announced liquidation of Sellers or any of their respective assets, (B) any objections in the Bankruptcy Court to this Agreement, the Transaction Documents or any of the transactions contemplated hereby or thereby, the reorganization of Sellers, the Bidding Procedures Order or the assumption or rejection of any Purchased Contract otherwise in compliance with this Agreement, and (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries required to be taken (or not taken) to comply therewith; provided, further, that in the case of clause (i), (ii), (iv), (v), (vi) or (vii), to the extent that any such change, effect, event, circumstance or occurrence is disproportionately adverse to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole, relative to other similarly situated businesses in the industries in which Sellers operate, then such change, effect, event, circumstance or occurrence shall be taken into account in determining whether there has been or will be a Material Adverse Effect.

"**Measurement Time**" means 12:01 AM in New York, New York on the date that is two (2) Business Days prior to the Closing Date.

"**Non-Saleable Inventory**" means all Purchased Inventory that does not constitute Saleable Inventory, including (a) Finished Inventory that has a remaining shelf life of less than six (6) months after the Closing Date and (b) all other inventory included in the Purchased Inventory (including, for the avoidance of doubt, all Unfinished Inventory), in each case regardless of condition, valuation, usability, or saleability. For the further avoidance of doubt, Non-Saleable Inventory is included in the Purchased Inventory but shall not affect any adjustment to the Purchase Price.

"**Order**" means any award, writ, injunction, judgment, order, ruling, decision, subpoena, precept, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Authority.

"**Ordinary Course**" means the ordinary course of business consistent with past practice.

"**Owned Real Property**" means any real property owned in fee simple by any Seller that is used Primarily in the Business.

"**Parent**" means, collectively, Del Monte Pacific Limited, DMPL Foods Limited, or any of its Affiliates (other than Seller Parent and its Subsidiaries) or equity owners.

"**Permits**" means any franchises, permits, licenses, consents, certificates, clearances, approvals, exceptions, variances, permissions, filings, publications, declarations, notices, waivers, and authorizations, including permits required under Environmental Laws, of or with any Governmental Authority held, used or made by any Seller in connection with the Purchased Assets or the Assumed Liabilities.

"**Permitted Encumbrances**" means the following Encumbrances: (a) statutory Encumbrances for current Taxes, assessments or other governmental charges or levies that are not yet delinquent or that are being contested in good faith by appropriate Proceedings and for which adequate reserves have been established in accordance with IFRS or the non-payment of which is permitted or required by the Bankruptcy Code; (b) mechanics', materialmen's, repairmen's, workmen's, construction contractors, landlords, banks (and rights of set off) and other statutory Encumbrances incurred in the Ordinary Course, in each case, for amounts not yet delinquent or that are being contested in good faith and for which adequate reserves have been established in accordance with IFRS; (c) Encumbrances incurred or deposits made in the Ordinary Course and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance, health, disability or other employee benefits or other types of social security; (d) with respect to Owned Real Property or Leased Real Property, easements, servitudes, declarations, covenants or rights-of-way, restrictions and similar non-monetary Encumbrances and other minor defects or irregularities in title which do not, individually or in the aggregate, materially impair the use or occupancy of such Owned Real Property or Leased Real Property; (e) zoning ordinances, variances, conditional use permits and similar regulations, permits, approvals and conditions which do not, individually or in the aggregate, materially impair the use or occupancy of such Owned Real Property or Leased Real Property; (f) Encumbrances that will be released at the Closing with no Liability to Buyer or its Affiliates; (g) any Encumbrance granted or incurred pursuant to an Order of the Bankruptcy Court; and (h) the Existing License Agreements, any other Intellectual Property licenses granted in the Ordinary Course and similar rights or licenses that are subject to Section 365(n) of the Bankruptcy Code; (i) any interest or title of a lessor or sublessor under any lease which does not interfere in any material respect with the business of Seller or secures any indebtedness for borrowed money; (j) Encumbrances in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (k) Encumbrances to secure the performance of tenders, statutory obligations, stay, customs, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds, performance and completion guarantees, agreements with utilities and other similar obligations (exclusive of obligations for the payment of borrowed money), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any of the property on account thereof; (l) the Encumbrances disclosed on Section 1.01(a) of the Disclosure Schedules; (m) Encumbrances in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the

importation of goods; (n) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property; (o) Encumbrances (i) of a collection bank arising under Section 4-208 of the Uniform Commercial Code or similar provisions of applicable law on items in the course of collection, (ii) in favor of a banking or other financial institution arising as a matter of common or statutory law encumbering deposits or other funds maintained with a financial institution (including the right of setoff (A) relating to the establishment of depository relations with banks or other deposit-taking financial institutions in the Ordinary Course and not given in connection with the issuance of indebtedness for borrowed money and (B) relating to pooled deposit, automatic clearinghouse accounts or sweep accounts of any Seller or any Subsidiary of any Seller to permit satisfaction of overdraft or similar obligations incurred in the Ordinary Course), and (iii) in connection with cash management arrangements entered into in the Ordinary Course; (p) Encumbrances resulting from this Agreement; and (q) Encumbrances on any assets that are not Purchased Assets, provided that, in each case of clause (a) through (q) above, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to Section 363(f) of the Bankruptcy Code or otherwise.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust, association, organization or other legal entity or group or Governmental Authority.

"**Primarily**" means, with respect to any asset or liability, that such asset or liability primarily relates to or is primarily used in the operation of the Business, as applicable, vis-a-vis all Other Businesses of Sellers in the aggregate.

"**Proceedings**" means any legal, governmental or regulatory suits, proceedings, arbitrations or actions by or before a Governmental Authority related to Liabilities, preference actions and preferential transfers, Contracts, debts, breaches of fiduciary duties, accounts, bills, covenants, agreements, damages, judgments, third-party Claims, counterclaims, and cross-claims, in each case whether reduced to judgment or not reduced to judgment, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, or in law or equity.

"**Restricted Cash**" means all deposits, credits, prepaid expenses, deferred charges, advance payments, refunds, rights of set-off, rights of recovery, security deposits, prepaid items and duties Primarily related to the Purchased Assets (including the Purchased Contracts).

"**RSA**" means the Restructuring Support Agreement, dated as of July 1, 2025, among Sellers, the Consenting Lenders and the Company Parties (as defined therein).

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement and entry of the Sale Order.

"**Sale Order**" means an Order by the Bankruptcy Court, in form and substance reasonably acceptable to Buyer and Sellers, among other things, (a) approving this Agreement, (b) authorizing the sale of the Purchased Assets to Buyer pursuant to Section 363 of the Bankruptcy Code,

pursuant to the terms and conditions set forth herein, free and clear of any Encumbrances (other than Permitted Encumbrances), (c) authorizing the assumption by, and assignment to, Buyer of the Purchased Contracts and the Assumed Liabilities pursuant to Section 365 of the Bankruptcy Code and (d) authorizing the other transactions contemplated by this Agreement.

"**Saleable Inventory**" means all Finished Inventory included in the Purchased Inventory that, as of the Closing Date, has a remaining shelf life of six (6) months or more after the Closing Date, as reflected in the "6 Months," "9 Months," "12 Months," "1–2 Years," and "2 Years+" classifications on the Inventory Schedule, and determined in accordance with the Accounting Principles and using the same expiration-date conventions, coding interpretations, and methodologies used in preparing the Inventory Schedule. For the avoidance of doubt, (i) only Finished Inventory classified within one of the foregoing categories (i.e., inventory with six (6) months or more of remaining shelf life) constitutes Saleable Inventory, and (ii) all other inventory, including Unfinished Inventory and Finished Inventory classified as "Blocked" or any category indicating fewer than six (6) months of remaining shelf life, shall not constitute Saleable Inventory.

"**Sanctions Authority**" means the United States government, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce, the United Nations Security Council, the European Union, any Member State of the European Union and the competent national authorities thereof, the United Kingdom, the Office of Financial Sanctions Implementation of His Majesty's Treasury, the Export Control Joint Unit of the UK Department of International Trade, and any other relevant governmental, intergovernmental or supranational body, agency or authority with jurisdiction over the parties to this Agreement.

"**Seller Parent**" means Del Monte Foods Holdings Limited.

"**Shared Contract**" means any Contract entered into between or among a Seller, on the one hand, and an unaffiliated third party, on the other hand, that is used by, benefits, or relates to both the Business and one or more of the Other Businesses, which Shared Contracts include those set forth on Section 1.01(b) of the Disclosure Schedule.

"**Subsidiary**" means, with respect to any Person, another Person in which such Person beneficially owns, directly or indirectly, capital stock or other equity securities representing more than fifty percent (50%) of the outstanding voting stock or other equity interests.

"**Successful Bidder**" shall have the meaning set forth in the Bidding Procedures.

"**Tax**" means all federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, escheat, unclaimed property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding tax, profits, lease, service, recording, documentary, filing, permit or authorization, gains, import, export, intangibles, or any other taxes, fees, assessments or charges of any kind whatsoever in the nature of a tax including any interest, penalties or additions to tax

or additional amounts in respect of the foregoing, and including (i) any obligation or Liability to pay the Tax of another Person under Law or as a transferee or successor or due to any Tax Sharing Agreement and (ii) any Liability for the payment of any Tax as a result of being a member of a consolidated, combined, unitary or affiliated group that includes any other Person.

"**Tax Return**" means any report, return, election, extension or similar document (including declarations, disclaimers, notices, disclosures, estimates, claims (including claims for refunds), real property transfer tax returns, information returns, schedules or any related or supporting information) filed or required to be filed with respect to Taxes with any Governmental Authority or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax, including any information return, claim for refund, amended return or declaration of estimated Taxes.

"**Transaction Document**" means this Agreement, the Assignment and Assumption Agreements, the Bills of Sale, the Escrow Agreement, the Transition Services Agreements, the Exclusive IP License and any other agreements, instruments or documents entered into pursuant to, or as contemplated by, this Agreement.

"**Transfer Taxes**" means any sales, use, purchase, direct or indirect real property, ad valorem, value added (including VAT), filing, permit or authorization, leasing, license, lease, severance, fixed asset, documentary, stamp, property transfer or gains, registration, intangible, conveyance, recording or similar Tax (including, for certainty, harmonized sales tax and land transfer tax) and any recording costs or fees, however styled or designated, or other similar amounts in the nature of transfer Taxes payable in connection with the sale or transfer of the Purchased Assets contemplated by this Agreement or any other Transaction Document. For the avoidance of doubt and notwithstanding anything to the contrary, Transfer Taxes shall not include any income Taxes or Indirect Capital Gains Taxes.

"**Treasury Regulations**" means the United States income tax regulations, including temporary regulations and, to the extent taxpayers are permitted to rely on them, proposed regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**Unaffiliated Officers and Directors**" means all persons that (a) serve or served as an officer and/or director of any of the Debtors and their non-Debtor subsidiaries at any time; (b)(i) are not officers, directors, or employees of Parent, (ii) were not appointed as a director or officer by or on behalf of the Parent and prior to appointment, had no material relationship with or affiliation with the Parent, or (iii) with respect to directors, are independent, including pursuant to NYSE standards, as to Parent; and (c) in all cases, have no material preexisting personal relationship (unrelated to Sellers) or familial relationship with any director or officer of Parent.

"**Unfinished Inventory**" all inventory other than the Finished Inventory, including raw and packing materials, work-in-progress, supplies, parts and similar items Primarily used or held for use in the Business, whether or not obsolete or carried on Sellers' books of account, in each case, with any transferable warranty and service rights related thereto.

"**Vegetable Business**" means the business of developing, manufacturing, procuring, marketing, distributing and selling packaged food products under the brands DEL MONTE, S&W, JOYBA, CONTADINA and TAKE ROOT ORGANICS, as conducted by Sellers.

"**Vegetable Transaction**" means the sale of the Vegetable Business to a third party buyer.

"**Willful Breach**" means a material breach of any covenant or other agreement set forth in this Agreement by a Party that is a consequence of an act or failure to act by such Party with the actual knowledge that the taking of such act or failure to act would cause such a material breach.

"**Wind-Down**" shall mean the orderly wind down of Sellers following the Closing in accordance with applicable Law (including, for the avoidance of doubt, any proceedings that may be necessary or advisable under Chapter 7 of the Bankruptcy Code).

(b) Each of the following terms is defined in the Section set forth opposite such term:

TERM	**SECTION**
Agreement	Preamble
Allocation Methodology	Section 2.07
Allocation Schedule	Section 2.07
Assignment and Assumption Agreements	Section 2.08(a)(i)
Assumed Liabilities	Section 2.02
Avoidance Actions	Section 2.01(h)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bankruptcy Period	Section 11.05
Bills of Sale	Section 2.08(a)(ii)
Business Permits	Section 3.07
Buyer	Preamble
Buyer Designee	Section 2.01
Buyer Released Parties	Section 7.14(a)
Buyer Releasor	Section 7.14(a)
Buyer Representatives	Section 7.14(a)
Causes of Action	Section 2.01(h)
Chapter 11 Cases	Recitals
Closing	Section 2.08
Closing Statement	Section 2.11
Contract Amendment	Section 2.05(c)
Contract & Cure Update Schedule	Section 2.05(a)
Copyrights	Section 1.01
Debtors	Recitals
Disputed Amount Contract	Section 2.05(e)
Eligible Contract	Section 2.05(a)
End Date	Section 10.01(b)
Enforcement Costs	Section 10.03(b)
Escrow Agent	Recitals
Excluded Assets	Section 2.03

Excluded Liabilities ..... Section 2.04
Exclusive IP License ..... Section 2.08(a)(iii)
Inventory Location ..... Section 7.19(a)
Inventory Purchase Price ..... Section 2.06
Later Excluded Contract ..... Section 2.05(a)
Later Included Contract ..... Section 2.05(a)
Management Inventory Report ..... Section 3.13
Material Contracts ..... Section 3.08(a)
NewCo ..... Section 2.01
Non-Inventory Purchase Price ..... Section 2.06
Non-Recourse Parties ..... Section 11.13
Original Contract & Cure Schedule ..... Section 2.05(a)
Other Businesses ..... Rectials
Other Buyers ..... Recitals
Party or Parties ..... Preamble
Permit Approvals ..... Section 7.03(b)
Petition Date ..... Recitals
Post-Closing Service Period ..... Section 7.19(a)
Purchase Price ..... Section 2.06
Purchased Assets ..... Section 2.01
Purchased Contracts ..... Section 2.01(a)
Purchased Inventory ..... Section 2.01(b)
Released Parties ..... Section 7.14(a)
Renewal Period ..... Section 10.01(b)
Representatives ..... Section 7.14(a)
Seller or Sellers ..... Preamble
Seller Released Parties ..... Section 7.14(b)
Seller Releasor ..... Section 7.14(b)
Seller Representatives ..... Section 7.14(b)
Specified TPL ..... Section 7.18
Surviving Post-Closing Covenants ..... Section 9.01
Termination Payments ..... Section 10.03(b)
Third Party Logistics Provider ..... Section 7.18
Trade Secrets ..... Section 1.01
Trademarks ..... Section 1.01
Transfer Consent ..... Section 2.05(c)
Transferred Records ..... Section 2.01(i)
Transition Services Agreements ..... Section 2.08(a)(iv)
Updated Management Inventory Report ..... Section 5.03
Wind-Down ..... Section 2.05(c)

SECTION 1.02 *Construction*. In construing this Agreement, including the Exhibits and Schedules hereto, the following principles shall be followed: (a) the terms "herein," "hereof," "hereby," "hereunder" and other similar terms refer to this Agreement as a whole and not only to the particular Article, Section or other subdivision in which any such terms may be employed unless otherwise specified; (b) except as otherwise set forth herein, references to Articles, Sections,

Disclosure Schedules, Schedules and Exhibits refer to the Articles, Sections, Disclosure Schedules, Schedules and Exhibits of this Agreement, which are incorporated in and made a part of this Agreement; (c) a reference to any Person shall include such Person's successors and assigns; (d) the word "includes" and "including" and their syntactical variants mean "includes, but is not limited to" and "including, without limitation," and corresponding syntactical variant expressions; (e) a defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place in this Agreement where it is defined, including in any Schedule; (f) the word "dollar" and the symbol "$" refer to the lawful currency of the United States of America; (g) unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa; (h) the words "to the extent" shall mean "the degree by which" and not "if"; (i) the word "will" will be construed to have the same meaning and effect as the word "shall," and the words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive; (j) where a word is defined herein, references to the singular will include references to the plural and vice versa; (k) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless Business Days are expressly specified; (l) any reference to any Contract will be a reference to such Contract, as amended, modified, supplemented or waived; (m) any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance; (n) references to "written" or "in writing" include in electronic form; (o) the headings contained in this Agreement and the other Transaction Documents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and the other Transaction Documents; (p) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (q) any period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, and which such period has occurred or expired prior to the date hereof, shall be deemed to refer to such earlier period, even if prior to the date hereof; (r) the word "or" shall not be exclusive; (s) wherever this Agreement contemplates or requires any action, decision, notice, consent, waiver, or other step to be taken or made by multiple Sellers, such action, decision, notice, consent, waiver, or other step may be taken or made by Seller Parent on behalf of all Sellers, and any such action, decision, notice, consent, waiver, or other step taken or made by Seller Parent shall be deemed to have been taken or made by all Sellers for all purposes under this Agreement; and (t) unless the circumstances clearly indicate otherwise, any reference in this Agreement to "Buyer" shall include any Buyer Designee and any NewCo (including in the definition of "Buyer"). For purposes of this Agreement, if any Seller, any Representative thereof or any other Person acting on their behalf posts a document to an online data room hosted on behalf of the Sellers at least two (2) Business Days prior to the date hereof, such document shall be deemed to have been "delivered", "furnished" or "made available" (or any phrase of similar import) to Buyer.

ARTICLE 2

PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale*. Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, on the Closing Date and effective at the time of the Closing, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to an entity to be formed by or on behalf of Buyer (a "**Buyer Designee**" and any resulting entity once the transaction contemplated by this Agreement is consummated, a "**NewCo**"), and Buyer shall, and shall cause its Buyer Designees (if any) to purchase, acquire and accept from Sellers, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Sellers' right, title and interest in and to the following assets (collectively, the "**Purchased Assets**"):

(a) subject to Section 2.05, all Contracts set forth on Schedule 2.01(a) (collectively, and with all amendments, schedules and exhibits thereto, the "**Purchased Contracts**");

(b) all Inventory Primarily related to the Business (the "**Purchased Inventory**");

(c) all warranties, indemnities or guaranties from any Person Primarily relating to the Purchased Assets;

(d) other than the property and assets set forth on Schedule 2.03, all rights of the Sellers against any Person (including (i) customers, suppliers, vendors, lessors, lessees, licensees or licensors of any Seller and (ii) Buyer, Buyer's Affiliates, Sellers or Sellers' Affiliates or any of their respective directors, officers, members, partners, shareholders, managers, advisors or representatives) to the extent Primarily arising from, relating to or in respect of any Purchased Asset or any Assumed Liability, including any Proceedings, Claims, counterclaims, defenses, demands, allowances, refunds, rights of setoff, rights of recovery (including rights to insurance proceeds), rights of subrogation, rights of recoupment, and rights under or with respect to express or implied guarantees, warranties, representations, covenants, indemnities, exculpation, advancement, reimbursement of expenses or contract renewal rights, and other similar rights, in each case, solely to the extent such rights Primarily relate to the Purchased Assets or the Assumed Liabilities and whether direct or derivative, known or unknown, liquidated or unliquidated, contingent or otherwise;

(e) subject to Section 6.02, all insurance benefits, including rights and proceeds, arising out of or Primarily related to the Purchased Assets or the Assumed Liabilities prior to the Closing Date;

(f) all deposits, credits, prepaid expenses, deferred charges, advance payments, refunds, rights of set off, rights of recovery, security deposits, prepaid items and duties to the extent Primarily related to the Purchased Assets;

(g) all goodwill to the extent Primarily related to the Purchased Assets;

(h) other than the property and assets set forth on Schedule 2.03, all claims and causes of action (collectively, "**Causes of Action**") of the Debtors and their estates against any Person,

including the Buyer or its Affiliates (including Pacific Coast Producers), that are Primarily related to the operations of the Business including but not limited to (i) any claims that could be asserted derivatively through the Sellers, (ii) any avoidance, recovery or causes of action of any Seller including those arising under Sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code or any other avoidance actions under applicable state Law or non-U.S. Law, and the proceeds of such claims and causes of action ("**Avoidance Actions**"), (iii) all claims and causes of action of the Debtors' estates with respect to the Purchased Assets and (iv) to the extent not included in (i)-(iii), all claims or causes of action against any of Sellers' respective trade vendors, suppliers, customers or other parties that Sellers otherwise conduct business with in the ordinary course of the Business and that relate to the Purchased Assets, including in each case all proceeds thereof; provided, however that, notwithstanding anything to the contrary in Section 2.01(d) and this Section 2.01(h), Sellers shall retain the right to assert Causes of Action defensively, including for purposes of setoff, recoupment, objection to claims, reduction, recharacterization, or disallowance under section 502(d) of the Bankruptcy Code, with respect to any Excluded Liabilities or any claims not assumed by Buyer and such Causes of Action shall not be assigned, released, waived, or otherwise impaired with respect to the Sellers' right to assert such Causes of Action defensively; and provided further that, notwithstanding anything to the contrary in Section 2.01(d) and this Section 2.01(h), Purchased Assets shall not include any preference claims under section 547 of the Bankruptcy Code that the Sellers waived, released, or compromised pursuant to a written agreement or court-approved stipulation entered into in connection with an extension of the deadline to assume or reject (or assume or assign) any lease or executory contract under section 365(d) of the Bankruptcy Code, including any consensual extension or modification agreed with a counterparty to a lease or executory contract; and

(i) all books and records of Sellers Primarily relating to the Purchased Assets or the Assumed Liabilities and that are in the possession of Sellers and/or their Subsidiaries and are reasonably available and transferable to Buyer, including inventory, product, packaging, labels, shipping, warranty and quality control records relating to the Purchased Inventory, in each case whether in hard copy or electronic form (collectively, the "**Transferred Records**"). For the avoidance of doubt, the books and records described herein shall exclude any (A) records, documents or other information to the extent relating to any current or former employee of any Seller or any of their Affiliates and any materials to the extent containing information about any employee of any Seller or any of their Affiliates, disclosure of which would violate applicable Law, and (B) all attorney-client privilege and attorney work-product protection of Sellers or associated with their businesses solely to the extent arising with respect to legal counsel representation of Sellers or their Affiliates or their businesses in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents.

SECTION 2.02 *Assumed Liabilities*. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to, effective at the time of the Closing, assume and shall thereafter pay, perform, discharge or otherwise satisfy in accordance with their terms, all Liabilities of each Seller to the extent constituting the express performance obligations of such Seller under the Purchased Contracts, solely after the Closing Date and not to the extent relating to or arising out of any breach or default thereof or other activities on or prior to the Closing Date (collectively, the "**Assumed Liabilities**"). The Assumed Liabilities shall include all Cure Costs to the extent they have not been paid on or before the Closing.

SECTION 2.03 *Excluded Assets*. Notwithstanding any provision in this Agreement to the contrary, except for the Purchased Assets, Sellers shall not be deemed to sell, transfer, assign, convey or deliver, and Sellers will retain all right, title and interest in and to all other assets, properties, interests and rights of Sellers, including the property and assets set forth on Schedule 2.03 (whether owned, licensed, leased or otherwise) (collectively, the "**Excluded Assets**").

SECTION 2.04 *Excluded Liabilities*. Notwithstanding anything to the contrary in this Agreement, Buyer is not assuming any Liabilities of Sellers other than the Assumed Liabilities, and Sellers shall retain all other Liabilities of any kind or nature, whether known or unknown, fixed or contingent, arising before, on or after the Closing (collectively, the "**Excluded Liabilities**").

SECTION 2.05 *Assignment of Contracts and Rights.* The Debtors shall file a notice of possible assumption and assignment of certain executory contracts and unexpired leases to which the Debtors will annex a list of each Contract of Sellers, Sellers' good faith determination of whether such Contract is either a Purchased Contract or is a Contract that otherwise relates to the Business and is not a Shared Contract or a Contract proposed to be assigned to a bidder of one of the Other Businesses (each such Contract other than a Purchased Contract, an "**Eligible Contract**") and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (the "**Original Contract & Cure Schedule**") and will serve notice on the counterparties to each such Contract in accordance with the Bidding Procedures Order. The Original Contract & Cure Schedule shall (i) identify Buyer and indicate the proposed sale of the Purchased Assets to Buyer (subject to the submission of higher or otherwise better bids in the Auction), and (ii) indicate that Buyer will, if necessary, provide evidence of adequate assurance of future performance at the Sale Hearing; provided that Sellers shall reasonably cooperate with Buyer to the extent necessary to provide any evidence of adequate assurance of future performance. Any counterparty to a Contract included on the Original Contract & Cure Schedule shall have the time period prescribed by the Bidding Procedures Order, or, if no such time period is given, a reasonable amount of time prior to the Auction, to object to the Cure Costs listed on the Original Contract & Cure Schedule and to adequate assurance of future performance. Until thirty (30) days prior to the Closing Date, Sellers may, in their sole discretion, provide Buyer with a schedule that updates for any changes to the information set forth on the Original Contract & Cure Schedule (including any new Purchased Contracts or Eligible Contracts to which any Seller becomes a party and any change in the Cure Cost of any Purchased Contract or Eligible Contract) and/or corrects any such information (as such schedule may be amended, supplemented or otherwise modified from time to time no later than thirty (30) days prior to the Closing Date in accordance with the terms of this Agreement, the "**Contract & Cure Update Schedule**"). Sellers shall use commercially reasonable efforts to verify all Cure Costs for each Purchased Contract and Eligible Contract and shall, in consultation with Buyer, use commercially reasonable efforts to establish proper Cure Costs for each Purchased Contract and Eligible Contract prior to the Closing Date. Subject to the terms and provisions of the Bidding Procedures Order, at any time but in any event no later than twenty (20) days prior to the Closing Date, Buyer may, by written notice to Seller Parent, and following good faith consultation with Seller Parent, (i) add to the list of Purchased Contracts any Eligible Contract that Primarily relates to the Purchased Assets (each, a **"Later Included Contract**"), subject to the prior written consent of Seller Parent (which consent shall not be unreasonably withheld, delayed or conditioned), and provided that Seller Parent may, as a condition to providing such consent, require Buyer to pay or cause to be paid all Cure Costs associated with such Later Included Contract, (ii) increase the Closing Date Payment and the Purchase Price by an amount equal to any Restricted Cash associated

with any such Contract, (iii) replace any guarantees or any other credit support obligations associated with any such Contract, or (iv) eliminate from the list of Purchased Contracts any Contract (each, a **"Later Excluded Contrac**t"), in each case in accordance with the terms of this Agreement; provided, however, that any Contract (x) that Buyer or any of its Affiliates or any of its or their respective Representatives request that Sellers renew (or otherwise not let lapse) or (y) that would have lapsed but for the prohibition in Section 5.01(b)(ii) may not be a Later Excluded Contract. Automatically upon the addition of any Eligible Contract as a Purchased Contract in accordance with this Section 2.05(a), such Eligible Contract will constitute a Purchased Asset and will be assigned to Buyer under, and in accordance with the terms of, this Agreement at Closing (and, if applicable, will cease to constitute an Excluded Asset). Automatically upon the elimination of any Contract as a Purchased Contract in accordance with this Section 2.05(a), such Contract will constitute an Excluded Asset and will not be assigned to Buyer, and no Liabilities arising thereunder or relating thereto shall be assumed by Buyer. The Parties acknowledge and agree that, unless otherwise agreed between the Parties, there will be no reduction in, or increase to, the Purchase Price as a result of any addition of any Eligible Contract as a Purchased Contract or any elimination of any Contract as a Purchased Contract; provided, however, that any such addition or elimination may increase or decrease (as applicable) the extent of the Assumed Liabilities, Purchased Assets or Excluded Assets. Notwithstanding anything to the contrary in this Agreement (including any schedules hereto), in no event shall any Contract constitute, be listed or designated as, or be treated as, a Purchased Contract without the prior written consent of Buyer, and Buyer may grant, withhold or condition any such consent in its sole and absolute discretion. For the avoidance of doubt, Sellers shall not, and shall have no authority to, designate or treat any Contract as a Purchased Contract without such prior written consent of Buyer, regardless of whether such Contract appears on the Original Contract & Cure Schedule, any Contract & Cure Update Schedule or any other document filed with or submitted to the Bankruptcy Court.

(b) Sellers and Buyer shall use commercially reasonable efforts, and Buyer shall cooperate with Sellers, to assign the Purchased Contracts to Buyer; provided, however, that nothing in this Agreement or any Transaction Document shall require Sellers or any of their respective Affiliates to make any material payment (other than as required in the applicable Contract or Permit) or initiate any Action (other than Actions requesting relief from the Bankruptcy Court) to transfer any Purchased Assets.

(c) Except as to Purchased Contracts assigned pursuant to Section 365 of the Bankruptcy Code, this Agreement shall not constitute an agreement to contribute, transfer, assign or deliver any Purchased Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted contribution, transfer, assignment, or delivery thereof without the consent of a third party or Governmental Authority (each, a "**Transfer Consent**"), would conflict with, violate, or constitute a breach or default under, any related Contract or violate any applicable Law. If such Transfer Consent is not obtained or such assignment is not attainable pursuant to Section 365 of the Bankruptcy Code, to the extent permitted and subject to any approval of the Bankruptcy Court that may be required, Sellers and Buyer will reasonably cooperate in a mutually agreeable arrangement (at Buyer's cost and expense) under which Buyer would obtain the claims, rights or benefits and assume the obligations thereunder in accordance with this Agreement without any further additional consideration; provided, however, that subject to Buyer receiving the claims, rights or benefits of, or under, the applicable Purchased Asset under any such arrangement, from and after the Closing, Buyer shall be responsible for, and shall promptly pay

and perform, all payment and other obligations under such Purchased Asset (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Purchased Asset had been assigned or transferred at the Closing. For the avoidance of doubt, the failure to obtain any Transfer Consent with respect to any Purchased Asset shall not delay the Closing; provided that, from and after the Closing, Sellers and Buyer shall use commercially reasonable efforts (at Buyer's cost and expense) to obtain such Transfer Consent with respect to such Purchased Asset. Notwithstanding the foregoing, Sellers' obligations under this Section 2.05(c) shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, or limit their ability to close the Chapter 11 Cases, after the Closing. Sellers' obligations under this Section 2.05(c) shall terminate upon the Cut-Off Date; provided that if the Transfer Consent in respect of a Purchased Asset has not been obtained by the Cut-Off Date, then following written notice by Buyer prior to the Cut-Off Date, and with the prior written consent of Sellers, Sellers shall use their commercially reasonable efforts to ensure that Buyer shall (at Buyer's cost and expense) continue to have the benefit of this Section 2.05(c) following the Cut-Off Date; provided that the obligations of each Seller under this Section 2.05(c) shall expire upon the completion of the Wind-Down of such Seller. Upon obtaining any such Transfer Consent with respect to the applicable Purchased Asset after the Closing, such Purchased Asset shall promptly be transferred and assigned to Buyer or a Buyer Designee in accordance with the terms of this Agreement, the Sale Order, and the Bankruptcy Code without any further additional consideration. Prior to the Closing, Buyer may request, in its reasonable business judgment, certain modifications and amendments to any Purchased Contract to the extent it is not unreasonably burdensome to the Sellers, in each case, as a requirement to such Contract being designated as a Purchased Contract (each, a "**Contract Amendment**"). If Buyer requests a Contract Amendment, in its reasonable business judgment, Sellers shall present such proposed Contract Amendment to the applicable contract counterparty and shall reasonably cooperate with Buyer and such contract counterparty in resolving such Contract Amendment; provided, that notwithstanding anything to the contrary contained in this Agreement, Buyer agrees and acknowledges that (i) the Closing shall not be conditioned upon the receipt of any such Contract Amendment, and (ii) Sellers shall not be in breach of this Section 2.05(c) so long as Sellers shall have used their good faith efforts to perform their obligations under this Section 2.05(c).

(d) At Closing, pursuant to the Sale Order and the Assignment and Assumption Agreements, Sellers shall assign or cause to be assigned to Buyer (the consideration for which is included in the Purchase Price) each of the Purchased Contracts that is capable of being assigned.

(e) If any Purchased Contract requires the payment of Cure Costs to be assumed pursuant to Section 365 of the Bankruptcy Code and the amount of such Cure Costs is disputed or undetermined as of the Closing Date because a non-Seller counterparty has proposed Cure Costs that differ from the amount proposed by Sellers (each, a "**Disputed Amount Contract**"), then Sellers shall, not less than seven (7) days prior to the Closing Date, provide Buyer with a schedule listing each Disputed Amount Contract and the Cure Costs proposed by such counterparty. If Sellers, with the consent of Buyer, and the non-Seller counterparty with respect to any Disputed Amount Contract, are unable to agree on Cure Costs for such Disputed Amount Contract within seven (7) Business Days following the Closing Date, solely upon Buyer's written request, Sellers shall, at the expense of Buyer, seek to have the amount of Cure Costs related to such Disputed Amount Contract determined by the Bankruptcy Court. Upon final determination of such Cure Costs, Buyer may elect to re-designate such Purchased Contract as an Excluded Asset. If such

Purchased Contract is not so re-designated, (x) the applicable Sellers shall promptly take such steps as are reasonably necessary, including, if applicable and reasonably practicable, promptly on delivery of no less than five (5) Business Days' notice to the non-Seller counterparty to such Contract, to cause such Contract to be assumed by the applicable Seller and assigned to Buyer, including by executing and delivering to Buyer an Assignment and Assumption Agreement with respect to such Purchased Contract, and (y) Buyer shall pay the Cure Costs with respect to such Purchased Contract either (i) concurrently with Sellers' assumption and assignment thereof to Buyer or (ii) as agreed in writing by Buyer and the applicable counterparty to such Purchased Contract, and execute and deliver to the applicable Sellers an Assignment and Assumption Agreement with respect to such Purchased Contract. Notwithstanding the foregoing, if, following the Closing, it is discovered that a Contract that is an Eligible Contract should have been listed on the Original Contract & Cure Schedule or any Contract & Cure Update Schedule was not so listed, Sellers shall, to the extent Sellers are still debtors-in-possession in the Chapter 11 Cases, promptly following the discovery thereof, notify Buyer in writing of any such Contract and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any such Contract, the amount of such Cure Cost shall be designated for such Contract as "$0.00"), and upon Buyer's request, use commercially reasonable efforts to take all actions reasonably required to assume and assign to Buyer such Contract, provided that Buyer shall pay the applicable Cure Cost.

SECTION 2.06 *Purchase Price.* On the terms and subject to the conditions contained herein, the aggregate consideration for the Purchased Assets (the "**Purchase Price**") shall consist of an amount in cash equal to the sum of: (i) $82,221,048, multiplied by the Closing Date Adjustment Percentage (such resulting amount, the "**Inventory Purchase Price**"), plus (ii) $21,533,988 (the "**Non-Inventory Purchase Price**"), which represents the entire consideration for all Purchased Assets, including without limitation all Saleable Inventory and Non-Saleable Inventory, and (b) the assumption of the Assumed Liabilities.

SECTION 2.07 *Purchase Price Allocation*. The Parties agree to allocate for applicable Tax purposes (and, as applicable, to cause their Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts, in each case, to the extent properly treated as consideration for applicable Tax purposes by the Parties among the Purchased Assets in accordance with the following procedures and, to the extent applicable, in accordance with the applicable provisions of the Code and the Treasury Regulations promulgated thereunder. No later than sixty (60) days after the Closing Date, Sellers shall deliver to Buyer a schedule allocating the amounts treated as consideration for U.S. federal income tax purposes (a) among Sellers and (b) among the Purchased Assets and any other assets acquired or deemed acquired in connection with the transactions contemplated hereby (the "**Allocation Schedule**"), which Allocation Schedule shall in all events be consistent with the applicable principles set forth on Exhibit C (the "**Allocation Methodology**"). The Allocation Schedule shall be deemed final unless Buyer notifies Sellers in writing that Buyer objects to one or more items reflected in the Allocation Schedule within fifteen (15) Business Days after delivery of the Allocation Schedule to Buyer. In the event of any such objection, Buyer and Seller Parent shall negotiate in good faith to resolve such dispute and, if any such dispute cannot be resolved within thirty (30) days from delivery of the notice of disagreement by Buyer to Sellers, such dispute shall be submitted to a mutually agreed nationally recognized accounting firm (provided that the resolution of such dispute shall in all cases be consistent with the Allocation Methodology). The Parties shall file all income Tax Returns reporting the transactions

contemplated hereby, including Form 8594 (Asset Acquisition Statement under Code Section 1060), in a manner consistent with the Allocation Schedule and shall not take any position inconsistent therewith upon examination of any income Tax Return, in any income Tax refund claim, in any Action related to income Taxes, or otherwise, in each case, except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

SECTION 2.08 *Closing*. The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place via the exchange of documents by mail or electronic delivery services, on the later of (1) January 27, 2026 (unless waived by Seller Parent, in its sole discretion) and (2) that date that is four (4) Business Days following the fiscal month end of the month in which all of the conditions set forth in Article 8 have been satisfied, or at such other time or place as Buyer and Seller Parent may agree in writing. At the Closing:

(a) Sellers shall deliver, or cause to be delivered, to Buyer:

(i) one or more assignment and assumption agreements, each in form and substance reasonably acceptable to Sellers and Buyer (the "**Assignment and Assumption Agreements**"), duly executed by each applicable Seller;

(ii) one or more bills of sale, each in form and substance reasonably acceptable to Sellers and Buyer (the "**Bills of Sale**"), duly executed by each applicable Seller;

(iii) an exclusive trademark license agreement in the form attached hereto as Exhibit D (the "**Exclusive IP License**"), duly executed by each third-party purchaser of the Licensed Intellectual Property consummating a transaction described in Section 8.01(d);

(iv) one or more transition services agreements, each substantially in the form attached hereto as Exhibit E (collectively, the "**Transition Services Agreements**"), duly executed by each Person (other than any Third-Party Logistics Provider) that, as of the Closing Date, will have possession, custody, or control of any Purchased Asset, including any Purchased Inventory, pursuant to arrangements with Seller Parent or any of its Affiliates;

(v) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller Parent certifying that the conditions set forth in Section 8.02(a) and Section 8.02(b) have been satisfied;

(vi) each third party consent, waiver, authorization or approval set forth on Section 2.08(a)(vi) of the Disclosure Schedules, each in form and substance reasonably acceptable to Buyer; and

(vii) a certificate signed by an authorized officer of each Seller, in form and substance reasonably satisfactory to Buyer, certifying: (i) that attached thereto are true and complete copies of all resolutions adopted by the board of directors (or equivalent thereof) of each Seller authorizing the execution, delivery and performance of the Transaction

Documents and the transactions contemplated by this Agreement, (ii) that all such resolutions are in full force and effect, and (iii) the names, incumbency and signatures of the officers of each Seller authorized to sign the Transaction Documents to which such Seller is a party.

(b) Buyer shall deliver, or cause to be delivered, to Seller Parent, as applicable:

(i) the Closing Date Payment by wire transfer of immediately available funds to the account designated by Seller Parent;

(ii) the Assignment and Assumption Agreements, duly executed by Buyer or the applicable Buyer Designee;

(iii) the Bills of Sale, duly executed by Buyer or the applicable Buyer Designee;

(iv) the Exclusive IP License(s), duly executed by Buyer or the applicable Buyer Designee;

(v) the Transition Services Agreements, duly executed by Buyer or the applicable Buyer Designee; and

(vi) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Buyer certifying that the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied.

SECTION 2.09 *Withholding*. Buyer shall be entitled to deduct and withhold (or cause to be deducted and withheld) from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as Buyer is required to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment. Prior to any such withholding, Buyer shall provide Sellers with at least five (5) Business Days' notice of any such contemplated withholding and shall cooperate with the Sellers in obtaining any exemption therefrom or reduction thereof. To the extent that amounts are withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

SECTION 2.10 *Deposit*. Buyer has delivered an amount equal to the Deposit to the Escrow Agent to be held by the Escrow Agent in accordance with the terms of this Agreement and the Escrow Agreement. The Deposit shall be credited against the Closing Date Payment at the Closing. If this Agreement is terminated for any reason, then the Deposit shall be disbursed in accordance with Article 10.

SECTION 2.11 *Closing Date Statement.*

(a) On the date that is two (2) Business Days prior to the Closing Date, Sellers shall deliver to Buyer a statement (the "**Closing Statement**") setting forth Sellers' good-faith calculation of (i) the aggregate value (based on the current standard cost), determined in accordance with the Accounting Principles, of all Finished Inventory included in the Purchased Inventory as of the Closing Date, (ii) the aggregate value (based on the current standard cost),

determined in accordance with the Accounting Principles, of all Unfinished Inventory included in the Purchased Inventory as of the Closing Date, and (iii) using such calculations, Sellers' good-faith calculation of Saleable Inventory and the Closing Date Payment. The Closing Statement shall (A) be prepared in accordance with the Accounting Principles; (B) be presented in the same format, structure, categorical presentation, and level of detail as the Inventory Schedule (e.g., the "6 Months," "9 Months," "12 Months," "1–2 Years," and "2 Years+" classifications on the Inventory Schedule for Finished Inventory); and (C) be accompanied by the same types of supporting backup schedules included in the Inventory Schedule, each prepared using the same accounting principles, expiration-date conventions, coding interpretations, and valuation methodologies used in preparing the Inventory Schedule. The information provided in the Closing Statement shall be sufficient to enable Buyer to directly derive the Estimated Closing Saleable Inventory from the Closing Statement and its accompanying backup schedules without applying any assumptions, re-classifications, or methodologies other than those used in preparing the Inventory Schedule.

(b) Buyer shall have the opportunity to review and comment on the Closing Statement, and the Parties shall work together in good faith to resolve any questions, comments or disputes related to such Closing Statement prior to the Closing; provided, however, that in the event any question, comment or dispute remains unresolved as of the Closing Date, the amounts set forth in the Closing Statement provided by Sellers pursuant to this Section 2.12 shall prevail, adjusted as agreed by Buyer and Sellers for any questions, comments or disputes raised by Buyer. Each Seller acknowledges and agrees that it will not engage in any sales of Inventory between the Measurement Time and the Closing.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, each Seller hereby jointly and severally represents and warrants to Buyer as of the date hereof and as of the Closing as follows:

SECTION 3.01 *Organization and Qualification*. Each Seller is duly organized, validly existing and in good standing (where applicable) under the Laws of its respective jurisdiction of formation or organization and, subject to the provisions of the Bankruptcy Code, has requisite power and authority to own, lease and operate its properties and conduct its business (including the Business) as currently conducted, except in the case of good standing, where the failure to be in good standing would not, individually or in the aggregate, have a Material Adverse Effect. Each Seller is duly qualified to do business and is in good standing (where applicable) as a foreign entity in each jurisdiction where such qualification is required for the ownership or operation of the Purchased Assets, except for failures to be so qualified or to be in such good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

SECTION 3.02 *Authorization; Execution and Delivery; Enforceability*. The execution, delivery and performance of this Agreement and each other Transaction Document to which each Seller is a party and the consummation of the transactions contemplated hereby and thereby have been, or prior to the Closing will be, duly authorized by all necessary corporate (or equivalent) power or other action on the part of such Seller. Each Seller has all necessary corporate (or

equivalent) power and authority to execute and deliver this Agreement and each other Transaction Document to which such Seller is a party and to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. Subject to entry of the Sale Order and any other Order necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, this Agreement has been, and at or prior to the Closing, each other Transaction Document to which each Seller is a party will be, duly and validly executed and delivered by such Seller and, assuming due authorization, execution and delivery by the other Parties and the entry of the Sale Order, this Agreement constitutes, and each other Transaction Document (when duly and validly executed and delivered) will constitute, the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

SECTION 3.03 *Noncontravention; Consents and Approvals*.

(a) Except as set forth on Section 3.03(a) of the Disclosure Schedules, neither the execution and delivery by Sellers of this Agreement and each other Transaction Document to which any Seller is a party, nor the consummation of the transactions contemplated hereunder or thereunder, will, subject to entry of the Sale Order, (i) conflict with or result in a breach of the organizational documents of any Seller, (ii) violate any Law or Order to which any Seller or any of the Purchased Assets may be subject, or (iii) conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) on, any Material Contract, after giving effect to the Sale Order and any applicable Order of the Bankruptcy Court authorizing the assignment and assumption of any such Material Contract hereunder, except, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except for (i) the entry of the Sale Order, (ii) compliance with any applicable requirements of the HSR Act or any other Antitrust Laws, or any Foreign Direct Investment Laws, (iii) the Permit Approvals and (iv) as set forth on Section 3.03(b) of the Disclosure Schedules, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution and delivery of this Agreement or any other Transaction Document which any Seller is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of transactions contemplated hereby or thereby or any other action by any Seller contemplated hereby or thereby (with or without notice or lapse of time, or both), except for such consents, waivers, approvals, Orders, authorizations, declarations, filings or notifications, the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.04 *Transferred Records.* The Transferred Records are true and correct in all material respects.

SECTION 3.05 *Title to Purchased Assets*. Except as would not be material to the Business taken as a whole, or as set forth on Section 3.05 of the Disclosure Schedules, Sellers have

good and valid title to, valid leasehold interests in, or other valid right to use, all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances) and, at the Closing, subject to the Sale Order and obtaining any Transfer Consent and other than for the properties and assets subject to the Transition Services Agreements, Sellers will transfer, convey and assign good and valid title to, valid leasehold interests in, or other valid right to use, the Purchased Assets free and clear of all Encumbrances.

SECTION 3.06 *Litigation*. Except as set forth on Section 3.06 of the Disclosure Schedules, there are no Proceedings pending, or, to the Knowledge of Sellers, threatened against any Seller that relate to the Purchased Assets or the Assumed Liabilities, nor is there any Order outstanding with respect to the Purchased Assets or the Assumed Liabilities, in each case, that would adversely affect the ability of any Seller to enter into this Agreement or to consummate the transactions contemplated hereby or that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.07 *Permits; Compliance with Laws*.

(a) Sellers are in possession of all Permits necessary for Sellers to own, lease and use the Purchased Assets as currently owned, leased or used and to carry on and operate the Business as currently conducted ("**Business Permits**"), except where the failure to possess such Permit, individually or in the aggregate, has not had, and would not reasonably be expected to be material to the Business, taken as a whole. Section 3.07 of the Disclosure Schedules is a true, correct and complete list of all material Business Permits.

(b) Sellers are in compliance with applicable Laws with respect to the Purchased Assets and the Assumed Liabilities, except where any non-compliance, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect. No Seller has received any written notice from any Governmental Authority relating to violations or alleged violations of, failure to comply with or defaults under, any Law, Order or Permit, in each case, with respect to the Purchased Assets and the Assumed Liabilities, except where any non-compliance or default, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

SECTION 3.08 *Material and Purchased Contracts.*

(a) Section 3.08(a) of the Disclosure Schedules sets forth a true, correct and complete list of the following Purchased Contracts (other than with respect to purchase orders) as of the date hereof (the "**Material Contracts**") (and Sellers shall have made available to Buyer true, correct and complete copies of all such Material Contracts, together with all amendments, modifications or supplements thereto but excluding, in any event, any purchase orders entered into by any Sellers in the Ordinary Course):

(i) any partnership, joint venture or strategic alliance Contract with any other Person;

(ii) any Contract relating to the mortgage or pledge of, or otherwise creating an Encumbrance (other than a Permitted Encumbrance) on, any of the Purchased Assets, in

each case other than indebtedness which will be fully discharged under the Bankruptcy Code;

(iii) any Contract for the lease of personal property (tangible or intangible) to or from any Person providing for lease payments in excess of $500,000 per annum;

(iv) any Contract with any of the ten (10) largest customers of the Business during the twelve (12)-month period ending on April 28, 2025, as measured by the dollar amount of revenue during such period, including the approximate total revenue of the Business from each such customer during such period;

(v) any Contract with any of the ten (10) largest suppliers of the Business during the twelve (12)-month period ending on April 28, 2025, as measured by the dollar amount of purchases therefrom during such period, including the approximate total purchases by the Business from each such supplier during such period;

(vi) any Contract with any Governmental Authority Primarily relating to the Purchased Assets;

(vii) any Contract that (A) prohibits or limits in any material respect the freedom of the Business to compete in any line of business with any Person or in any geographic area, (B) contains exclusivity obligations or restrictions that restrict the Business or (C) grants any right of first refusal or right of first offer obligations or restrictions to any Person in a manner that restricts the Business; and

(viii) any Contract to which any Seller is a party (A) pursuant to which any Seller is granted a right to use any third-party Intellectual Property that is material to the Business, taken as a whole (other than non-exclusive licenses for commercially available or off-the-shelf software or software entered into by Sellers in the Ordinary Course, invention-assignment or employment-related agreements), (B) pursuant to which any Seller grants a third party the right to use any of the Intellectual Property that is material to the Business, taken as a whole, other than any Contract with any customer, supplier or end user of any Seller's products or services which is entered into in the Ordinary Course or any agreement which contains an incidental trademark license to use such Seller's Trademarks, (C) that contains a settlement of any claims related to any Intellectual Property that is material to the Business, taken as a whole, and (D) which prohibits or restricts in any material respect a Seller's Intellectual Property.

(b) With respect to each Purchased Contract, (i) assuming payment of the Cure Costs, such Purchased Contract is in full force and effect and constitutes the legal, valid and binding obligation of the Seller party thereto and, to the Knowledge of Sellers, the counterparty thereto, enforceable against such Seller and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to the Bankruptcy and Equity Exception, subject to any such Purchased Contract that terminates in accordance with its terms before the Closing and except as would not be material to the Business taken as a whole, (ii) neither the Seller party thereto nor, to the Knowledge of Sellers, the counterparty thereto is in material breach or default thereof and (iii) no Seller and, to the Knowledge of Sellers, no counterparty thereto, has commenced any

Proceeding against any other party to such Contract or given or received any written notice of any breach or default under such Purchased Contract that has not been withdrawn or dismissed, except, in the cases of clauses (ii) and (iii), for breaches or defaults (A) caused by or resulting from the Chapter 11 Cases, (B) except for any such Contracts listed on Section 3.03(a) of the Disclosure Schedules for which consent is not received or notice is not provided prior to Closing, (C) which will be cured as a result of the payment of the applicable Cure Costs, or (D) which are not, and would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole.

SECTION 3.09 *Intellectual Property*.

(a) Section 3.09(a) of the Disclosure Schedules contains a complete and accurate list of all registered and applied-for Trademarks constituting Licensed Intellectual Property, including for each the applicable trademark or service mark, application number, filing date, trademark registration number and registration date, as applicable. All of the material registered Trademarks set forth on Section 3.09(a) of the Disclosure Schedules are subsisting and in full force and effect. There are no material pending oppositions, invalidation or cancellation proceedings pending against any Seller involving such Trademarks.

(b) Sellers exclusively own all right, title and interest in and to Licensed Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances. All registered or issued Licensed Intellectual Property are subsisting and, to the Knowledge of Sellers, valid and enforceable, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) To the Knowledge of Sellers, the use by Buyer of the Licensed Intellectual Property in the Business, and the use by Sellers of Licensed Intellectual Property in the operation of the Business prior to the Closing, do not and have not, in the past three (3) years, infringed, misappropriated, or otherwise violated in any material respect any Intellectual Property rights of any third party except as would not, individually or in the aggregate, reasonably be expected to be material to the Buyer's use of the Licensed Intellectual Property. To the Knowledge of Sellers, no Person is infringing or misappropriating in any material respect any of the Licensed Intellectual Property with respect to their use in the Business. Except as set forth on Section 3.09(c) of the Disclosure Schedules, there is no pending dispute, including any pending Proceeding, and there is no threatened Claim against any Seller, with respect to (i) the Licensed Intellectual Property, challenging the ownership, validity or enforceability of any such Intellectual Property, or (ii) any Purchased Contract pursuant to which any Seller receives a license or other right under any Intellectual Property of any other Person, challenging any Seller's rights under such Purchased Contract, the enforceability of such Purchased Contract, or any Seller's compliance with the terms and conditions of such Purchased Contract, and in each case (i) and (ii), to the Knowledge of Sellers, there exists no reasonable basis for any such claim. Sellers have not received service of process or been charged in writing as a defendant, in the three (3)-year period prior to the date of this Agreement, in any Proceeding that alleges that any of the Licensed Intellectual Property infringes any Intellectual Property right of any Person, except as would not, individually or in the aggregate, reasonably be expected to be material to the use of the Licensed Intellectual Property and the full exploitation of the Licensed Intellectual Property.

(d) The rights granted to Buyer under the Exclusive IP License are all of the rights to Trademarks and Copyrights used by Seller the labelling of the Inventory of the Business in the Ordinary Course during the twelve (12) months immediately preceding the Closing, except, in each case, for such rights that would not have had a Material Adverse Effect.

SECTION 3.10 *Taxes*.

(a) All requisite Tax Returns of each Seller related to the Purchased Assets have been timely filed in accordance with all applicable Laws, and each such Tax Return was true, correct and complete in all material respects and was prepared in compliance with all applicable Laws. Each Seller timely paid all material Taxes due with respect to the taxable periods covered by such Tax Returns (whether or not shown on any Tax Return). No Seller has requested an extension of time within which to file any Tax Return with respect to the Purchased Assets which has not since been filed within the granted extension period.

(b) There is no claim against any Seller for any Taxes related to the Purchased Assets which are owed by any Sellers and due under applicable Law, but have not been paid in full, and no assessment, deficiency, or adjustment has been asserted, proposed, or threatened with respect to any Tax Return of or with respect to the Purchased Assets. No claim or inquiry has ever been received by any Seller from any Governmental Authority with respect to the Purchased Assets in a jurisdiction where the Seller does not file Tax Returns that it is or may be subject to taxation in the jurisdiction in the past three (3) years. No Tax Proceeding has ever been threatened, initiated, or conducted with respect to the Purchased Assets and there is no reasonable basis therefor.

(c) Each Seller (i) has collected and remitted all applicable sales and/or use Taxes, in each case, related to the Purchased Assets, to the appropriate Governmental Authority, and (ii) has timely obtained or provided (as applicable), in good faith, any applicable Tax exemption certificates or similar documentation from its customers or to its vendors (as applicable), in each case, related to the Purchased Assets, in order to confirm the Tax treatment of any transaction or otherwise support the Tax position asserted by such Seller, and such documentation is true and accurate in all respects.

(d) No Encumbrances for Taxes (other than Permitted Encumbrances) exist with respect to any of the Purchased Assets.

SECTION 3.11 *Absence of Certain Changes*. Except as set forth on Section 3.11 of the Disclosure Schedules, and other than as a result of the commencement of the Chapter 11 Cases, (a) since January 1, 2025 through the date of this Agreement there has not been or occurred any Material Adverse Effect and (b) from January 1, 2025 through the date of this Agreement, there has not been, occurred or arisen any agreement, condition, action, omission or event which, if occurred or existed after the date hereof, would be prohibited (or require consent from Buyer) under Section 5.01.

SECTION 3.12 *Insurance Policies*. Section 3.12 of the Disclosure Schedules sets forth each material insurance policy held by any Seller relating to the Purchased Assets or the Assumed Liabilities. With respect to each such material insurance policy, (a) such policy is in full force and effect and constitutes the legal, valid and binding of the Seller party thereto and, to the Knowledge

of Sellers, the counterparty thereto, enforceable against such Seller and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to the Bankruptcy and Equity Exception, (b) no Seller has received any written notice of cancellation or termination with respect to such policy, (c) premiums due and payable by Sellers or their Affiliates under such policy prior to the date hereof have been duly paid and (d) there is no material claim pending under such policy as to which coverage has been denied by the underwriters of such policies, except in the case of the foregoing clauses (a) through (c) as would not reasonably be expected to be, individually or in the aggregate, material to the Business taken as a whole.

SECTION 3.13 *Inventory*. Attached as Section 3.13 of the Disclosure Schedules is management's good faith estimate of the Inventory as of November 23, 2025 ("**Management Inventory Report**"). All Inventory reflected in the Management Inventory Report, is, in all material respects, generally, in the aggregate, of a quality and quantity usable and/or, as applicable, salable in the Ordinary Course, net of reserves for obsolete, damaged, defective or slow moving items as reflected in the reserves in the Management Inventory Report.

SECTION 3.14 *Brokers*. Except as to PJT Partners Inc. or as otherwise set forth in Section 3.14 of the Disclosure Schedules, no broker, finder, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of any Seller or any of its Subsidiaries.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller as of the date hereof and as of the Closing as follows:

SECTION 4.01 *Corporate Existence and Power*. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California and has requisite power and authority to own, lease and operate its properties and conduct its business as currently conducted, except in the case of good standing, where the failure to be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

SECTION 4.02 *Authorization; Execution and Delivery; Enforceability*. The execution, delivery and performance of this Agreement and each Transaction Document to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby have been, or prior to the Closing will be, duly authorized by all necessary corporate (or equivalent) power or other action on the part of Buyer. Buyer has all necessary corporate (or equivalent) power and authority to execute and deliver this Agreement and each other Transaction Documents to which Buyer is a party and to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. Buyer has all necessary corporate (or equivalent) power and authority to execute and deliver this Agreement and each other Transaction Document to which Buyer is a party and to consummate the transactions contemplated hereby and thereby and

to perform its obligations hereunder and thereunder. Subject to entry of the Sale Order and any other Order necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, this Agreement has been, and at or prior to the Closing, each other Transaction Document to which each Seller is a party will be, duly and validly executed and delivered by Buyer and, assuming due authorization, execution and delivery by the other Parties and the entry of the Sale Order, this Agreement constitutes, and each other Transaction Document (when duly and validly executed and delivered) will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

SECTION 4.03 *Noncontravention; Consents and Approvals*.

(a) Subject to entry of the Sale Order, neither the execution and delivery by Buyer of this Agreement and each other Transaction Document to which Buyer is a party, nor the consummation of the transactions contemplated hereunder or thereunder, will, subject to entry of the Sale Order, (i) conflict with or result in a breach of the organizational documents of Buyer, (ii) violate any Law or Order to which Buyer or its assets and properties may be subject, (iii) conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under, result in the acceleration of, create in any Person the right to accelerate, terminate, modify or cancel or require any notice under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) on, any Contract to which Buyer is a party or by which Buyer or its assets and properties is bound, except, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

(b) Other than (i) the entry of the Sale Order, (ii) compliance with any applicable requirements of the HSR Act or any other Antitrust Laws, or any Foreign Direct Investment Laws and (iii) the Permit Approvals, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Buyer in connection with the execution and delivery of this Agreement or any other Transaction Document to which Buyer is a party, the compliance by Buyer with any of the provisions hereof or thereof, the consummation of transactions contemplated hereby or thereby or any other action by Buyer contemplated hereby or thereby (with or without notice or lapse of time, or both), except for such consents, waivers, approvals, Orders, authorizations, declarations, filings or notifications, the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

SECTION 4.04 *Availability of Funds; Solvency*.

(a) Buyer has sufficient cash on hand, availability for borrowings under its existing credit facilities and additional committed financing, or a combination of the foregoing, and will have sufficient funds at the Closing from such sources to pay (i) the cash components of the Purchase Price, and (ii) any other costs, fees and expenses which may be required to be paid by or on behalf of Buyer under this Agreement and the other Transaction Documents. Buyer acknowledges and agrees that its obligations hereunder are not subject to any conditions regarding

the ability of Buyer any of its Affiliates or any other Person to obtain any financing for the consummation of the Closing. Assuming that (a) that an entity that is constituted solely of the assets that will constitute the Purchased Assets as of the Closing and the liabilities that will constitute the Assumed Liabilities as of the Closing would be solvent as of immediately prior to the Closing, (b) any estimates, projections or forecasts of the Sellers that have been provided to Buyer have been prepared in good faith based upon assumptions that were reasonable at the time made and continue to be reasonable at the time of Closing, (c) the Sellers have complied in all material respects with their respective obligations under this Agreement and (d) the representations and warranties of the Sellers in this Agreement are true and correct as of the date hereof and as of the Closing, immediately upon consummation of the transactions contemplated by this Agreement, (i) Buyer will not be insolvent as defined in Section 101 of the Bankruptcy Code, (ii) Buyer and its Subsidiaries will not be left with unreasonably small capital and each will have adequate capital to carry on their respective businesses, (iii) Buyer will not have incurred debts beyond its ability to pay such debts as they mature, and (iv) the capital of Buyer will not be impaired. No transfer of property is being made and no obligation is being incurred in connection with the transaction contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Sellers or any of their respective Subsidiaries.

(b) Buyer hereby confirms that it is not a condition to the Closing or to any of its other obligations under this Agreement that Buyer, any Affiliate of Buyer or any other Person obtain any financing for or in connection with the transactions contemplated hereby. Buyer has delivered to Sellers a letter from Buyer's primary commercial lender (the "**Financing Support Letter**") indicating the lender's present intention, subject to the conditions set forth therein, to make available to Buyer borrowings or other financing sufficient, together with Buyer's available cash, to fund the transactions contemplated by this Agreement. Buyer has no reason to believe that the financing contemplated by the Financing Support Letter, together with Buyer's cash on hand and borrowing availability under its existing credit facilities, will not be available to Buyer on the Closing Date in an amount sufficient to (x) pay the Closing Date Payment (as may be adjusted in accordance with this Agreement), (y) pay all Cure Costs for Purchased Contracts, and (z) satisfy all other payment obligations of Buyer required to be paid at Closing under this Agreement and the other Transaction Documents. Buyer is not aware of any fact, circumstance or condition that would reasonably be expected to prevent Buyer from having sufficient funds available at Closing to consummate the transactions contemplated hereby.

SECTION 4.05 *Brokers*. Except for Kroll Securities, LLC, no broker, finder, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Buyer.

SECTION 4.06 *Litigation*. There are no Proceedings pending, or, to the knowledge of Buyer, threatened against Buyer or any of its Subsidiaries, or any Order outstanding, which, in each case, would adversely affect the ability of Buyer to enter into this Agreement or to consummate the transactions contemplated hereby. Other than as set forth in Buyer's limited objection filed in the Chapter 11 Cases (Docket Number 734), neither Buyer nor any of its Affiliates is aware of any claims, as of the date hereof, against any of the Released Parties under the Co-Packing Agreement other than claims for post-petition sales of inventory in the Ordinary Course (in addition to the

invoices), Working Capital Finance Charge (as defined in the Co-Packing Agreement) and asserting Buyer's rights under Section 365 of the Bankruptcy Code, which are expressly reserved.

ARTICLE 5

COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business*.

(a) Except (w) as consented to by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or expressly contemplated by this Agreement, (x) as required or approved by the Bankruptcy Code or any Orders entered by the Bankruptcy Court in the Chapter 11 Cases prior to the date of this Agreement, (y) for the avoidance of doubt, with respect to the Other Businesses or (z) as otherwise necessary to comply with applicable Law or as set forth on Section 5.01(b) of the Disclosure Schedules, from the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), Sellers shall use commercially reasonable efforts to maintain in all material respects the condition and goodwill of the Purchased Assets in the Ordinary Course.

(b) Except as otherwise contemplated by Section 5.01(a), as required by applicable Law or Order or as set forth on Section 5.01(b) of the Disclosure Schedules or expressly contemplated by this Agreement, without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or express prior written direction of Buyer, from the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), Sellers shall not:

(i) sell, lease or license on an exclusive basis or otherwise create any Encumbrance (other than Permitted Encumbrances) or dispose of any Purchased Assets, other than (x) in the Ordinary Course, provided, that in no event shall Sellers sell any Saleable Inventory to any liquidator, close-out reseller, or other Person whose business model is materially similar to that of a liquidator, and (y) sales and dispositions of obsolete or worn-out assets;

(ii) renew, materially amend or materially modify in any adverse respect, terminate (other than automatically pursuant to its terms), cancel, let lapse or waive any material rights under, or create any Encumbrance (other than a Permitted Encumbrance) on, any of the Purchased Contracts, in each case, other than in the Ordinary Course;

(iii) concede, settle, pay, discharge or satisfy any Proceedings that would constitute a Purchased Asset or Assumed Liability;

(iv) terminate, let lapse or materially amend or modify any material insurance policy maintained by any Seller or any of its Affiliates with respect to any Purchased Assets or any Assumed Liability; or

(v) agree or commit to do any of the foregoing.

Notwithstanding the foregoing, nothing contained in this Agreement is intended to give Buyer, directly or indirectly, the right to control Sellers' operations prior to the Closing Date. Notwithstanding anything to the contrary contained in this Section 5.01, Sellers may take or cause any of their Subsidiaries to take (or not take, as the case may be) any of the actions permitted by the DIP ABL Credit Agreement or the DIP Credit Agreement.

SECTION 5.02 *Access to Information*. From the date hereof until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10), upon reasonable advance notice and to the extent such requests are related to the transaction in this Agreement (including for purposes of obtaining, binding or maintaining insurance coverage with respect to the Purchased Assets), Sellers shall provide to Buyer reasonable access during normal business hours (in each case, without any material disruption to the conduct of the Sellers' businesses and operations) to (a) the books and records, and to the facilities of the Sellers as Buyer reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement; (b) the management of and advisors to the Sellers as Buyer reasonably deems necessary for purposes of evaluating the Purchased Assets and the Assumed Liabilities; and (c) any other information reasonably related to the transaction in this Agreement, reasonably requested by Buyer or its advisors (e-mail shall suffice); provided, however, that the Sellers shall not be required to provide any such information to the extent that doing so would, in Sellers' reasonable judgment, (i) result in the loss of any attorney-client privilege or other legal privilege, (ii) violate any applicable Law or Clean Team Agreement or (iii) breach any obligation of confidentiality owed to a third party (provided that, in each case, the Sellers shall use commercially reasonable efforts to provide such information in a manner that does not result in such loss, violation, or breach, including, if practicable, by implementing appropriate redactions or otherwise disclosing such information in a manner that preserves such privilege, protection or confidentiality). Buyer agrees that any on-site inspections of any of Purchased Assets shall be conducted in the presence of Sellers or their representatives.

SECTION 5.03 *Management Inventory Reports*.

(a) On or prior to January 14, 2026, Sellers shall deliver to Buyer the Management Inventory Report updated to reflect management's good faith calculation of the Inventory as of January 12, 2026. Thereafter and until the Closing, Sellers shall deliver to Buyer the Management Inventory Report updated to reflect management's good faith calculation of the Inventory (i) as of each fiscal month end date and (ii) as of the date that is two weeks prior to each fiscal month end date (any updated report delivered by Seller pursuant to this Section 5.03, an "**Updated Management Inventory Report**"). Each Updated Management Inventory Report shall be delivered by Sellers to Buyer within two (2) Business Days following the completion of the period covered thereby and shall be presented in the same format, structure, categorical presentation (including the "6 Months," "9 Months," "12 Months," "1–2 Years," and "2 Years+" classifications on the Inventory Schedule for Finished Inventory) and level of detail as the Inventory Schedule, and shall be accompanied by the same types of supporting backup schedules included in the Inventory Schedule and required for the Closing Statement, including an inventory forecast by SKU and an aging forecast by SKU, each prepared using the same accounting principles, expiration-date conventions, coding interpretations, valuation methodologies, and classification rules used in preparing the Inventory Schedule.

(b) Sellers shall not modify the accounting principles, expiration-date conventions, coding interpretations, valuation methodologies, or classification rules applied in preparing any Updated Management Inventory Report from those used in preparing the Inventory Schedule, unless (and only to the extent) Buyer has provided its prior written consent, and Sellers shall promptly notify Buyer in writing of any deviation (whether intentional or inadvertent) from such methodologies upon discovery.

(c) Notwithstanding anything herein to the contrary, the delivery of the Updated Management Inventory Reports shall not be a condition precedent to Buyer's obligations hereunder nor shall the Sellers' failure to deliver any such Updated Management Inventory Report give rise to a right of Buyer to terminate this Agreement under Section 10.01.

SECTION 5.04 *Digital Label Files*. Sellers shall use commercially reasonable efforts to deliver to Buyer, at or prior to the Closing, two (2) identical copies of all digital label files included in the Purchased Inventory, each copy delivered on a separate USB drive, together with cloud-based access to the same files made available to Buyer via a secure download link, in each case in an industry-standard electronic format (including all associated artwork, design files, specifications, and metadata). In the event that Seller does not deliver such digital label files at or prior to the Closing, Seller shall deliver such digital label files as soon as reasonably practicable following the Closing. Buyer acknowledges and agrees that delivery of such digital label files is not a condition to the Closing or any of its obligations under this Agreement.

SECTION 5.05 *Transferred Records*. Buyer shall access and download all Transferred Records that are available to Buyer from and after the Closing in the electronic data room maintained for or on behalf of Sellers (including any portion thereof access to which is restricted under the Clean Team Agreement) and Sellers shall not be required to re-produce or separately deliver any such records; provided, that prior to any Buyer Representative providing to Buyer any record accessed pursuant to the Clean Team Agreement, Buyer shall cause such Representative to provide Sellers' counsel with a list or copy of the specific records proposed to be provided to Buyer and to afford Sellers' counsel a reasonable opportunity to object on the basis that such record does not constitute a Transferred Record, and if Sellers' counsel timely objects, Buyer shall cause its Representatives not to provide such record to Buyer unless and until the Parties' respective counsel agree, or a court of competent jurisdiction determines, that such record constitutes a Transferred Record. Buyer acknowledges and agrees that it is not a condition to the Closing or any of Sellers' obligations under this Agreement that Sellers or any of their Affiliates deliver electronic or physical copies of any Transferred Records that are not available in the data room.

ARTICLE 6

COVENANTS OF BUYER

SECTION 6.01 *Preservation of and Access to Books and Records*. Until the completion of the Wind-Down of all Sellers, Buyer shall provide to Sellers and their respective Affiliates and representatives (after reasonable advance notice and during regular business hours and without unreasonable interference with the conduct of the Business) reasonable access to, including the right to make copies of, all Transferred Records, in each case to the extent relating to (a) their respective rights and obligations hereunder, or (b) any Tax Proceeding (for example, for purposes

of any Tax or accounting audit or any claim or litigation matter), and shall preserve such Transferred Records until the latest of (i) the retention period required by applicable Law, (ii) the completion of the Wind-Down of all Sellers and (iii) in the case of Transferred Records relating to Taxes, the expiration of the statute of limitations applicable to such Taxes. Buyer shall use commercially reasonable efforts to cause its applicable representatives to reasonably cooperate with Sellers and their Affiliates and representatives in connection with the Wind-Down. Such access shall include access to any information in electronic form to the extent reasonably available. Notwithstanding the foregoing, Buyer shall not be required to afford such access to the extent that Buyer reasonably believes that doing so would: (A) result in the loss of attorney-client privilege or (B) violate any applicable Law, provided that in the case of each of subclauses (A) and (B), Buyer shall use its commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a loss of attorney-client privilege or a violation of applicable Law.

SECTION 6.02 *Insurance Matters*. From and after the Closing Date, (i) Buyer shall not have any right to coverage or any other benefit under any insurance policies relating to the Purchased Assets or the Assumed Liabilities (the "**Insurance Policies**") or any replacements thereof obtained by Sellers for the period commencing from and after the Closing Date and (ii) Buyer shall be responsible for securing all insurance policies and coverage it considers necessary or appropriate relating to the Purchased Assets for the period commencing from and after the Closing Date. Notwithstanding the foregoing, until the Wind-Down is completed, Sellers agree to make such Insurance Policies available to and use commercially reasonable efforts to seek recovery on behalf of Buyer or allow Buyer to seek recovery under such Insurance Policy, in each case, at Buyer's sole cost and expense (including, if and to the extent unpaid and otherwise payable as a result of such recovery, any deductibles, self-insured retentions or other out-of-pocket expenses required to be paid by Buyer or to the insurer in connection therewith), and Sellers shall cooperate with Buyer's reasonable requests if Buyer seeks recovery, with respect to such matters and shall remit (or, at Buyer's request, direct any such insurer to pay directly to Buyer) any insurance proceeds actually obtained therefrom (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking such recovery, to the extent not otherwise paid or reimbursed by Buyer) to Buyer. Nothing in this Section 6.02**.** shall restrict or limit the ability of Sellers to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation or limit their ability to close the Chapter 11 Cases after the Closing.

SECTION 6.03 *Adequate Assurance of Future Performance*. Buyer shall provide adequate assurance of future performance of the Purchased Contracts as required under Section 365 of the Bankruptcy Code. Buyer agrees that it will take commercially reasonable actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Purchased Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court.

ARTICLE 7

COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Confidentiality*.

(a) The terms of the Confidentiality Agreement are hereby incorporated herein by reference and shall continue in full force and effect from the date hereof until the Closing in accordance with the terms thereof, such that the nonpublic information of Seller, its Affiliates and the Purchased Entities obtained by Buyer, or its officers, employees, agents or Representatives, in connection with the negotiation, execution and performance of this Agreement, including under Section 5.02, the consummation of the transactions contemplated hereby, or otherwise, shall be governed by the terms set forth in the Confidentiality Agreement; provided, however, that in the event of the termination of this Agreement, the terms of the Confidentiality Agreement incorporated herein by reference shall survive indefinitely. The Confidentiality Agreement shall terminate at the Closing solely with respect to that portion of the Confidential Information (as defined in the Confidentiality Agreement) that relates to the business, operations and affairs of the Purchased Entities or the Business.

(b) Sellers agree that, from and after the Closing, unless disclosure is requested or to the extent necessary to enforce its rights under this Agreement, or, as reasonably determined by Sellers and their counsel, required under applicable Law or requested by any applicable Governmental Authority, no Seller will, and Sellers will cause their Affiliates not to, disclose to any Person any confidential information regarding Buyer and its Affiliates, the Purchased Assets or the Assumed Liabilities, except to those of its representatives as is reasonably necessary to complete the Wind-Down or the sale of any Excluded Assets; provided that (x) confidential information shall not include information that becomes generally available to the public other than through any action by any Seller or any of its Affiliates in violation of this Section 7.01(b), (y) confidential information may be used by Sellers solely to the extent necessary to defend any claims against any Seller or to enforce its rights under this Agreement; provided that in the case of clause (y), the Sellers shall (i) disclose only that portion of such information which such Seller is advised by its counsel is legally required to be disclosed, (ii) other than in connection with any claims involving Buyer or its Affiliates, use commercially reasonable efforts to cooperate with Buyer (at its expense) to obtain a protective order or other confidential treatment with respect to such information and (iii) other than in connection with any claims involving Buyer or its Affiliates, provide Buyer with a reasonable opportunity to review and comment on such disclosure and (z) confidential information may be disclosed to the Sellers' Representatives to the extent that such parties agree to or are bound by Contract to keep such information confidential.

SECTION 7.02 *Further Assurances*.

(a) At and after the Closing, each of the Sellers and Buyer shall execute and deliver such further instruments and certificates (including deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances) and use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things as may be reasonably necessary, to effectuate the purposes and intent of and consummate the transactions contemplated by this Agreement and the other Transaction Documents; provided that nothing in this Section 7.02 or this Agreement shall prohibit Sellers from completing the Wind-Down.

(b) At and after the Closing, the Parties agree to (and shall cause each of their respective Subsidiaries to) reasonably cooperate to provide each other with such information and assistance as is reasonably necessary (i) to facilitate the Wind-Down (or other activities ancillary or attendant thereto) and (ii) for the preparation of any Tax Returns or the defense of any Tax claim, whether

in connection with an audit or otherwise, in each case, relating to the Purchased Assets, the Assumed Liabilities, the Business, the Excluded Assets, the Excluded Liabilities, Sellers, or the transactions contemplated hereby, including the furnishing or making available on a mutually convenient basis of records, personnel (as reasonably required), books of account, or other necessary materials.

(c) At and after the Closing, upon the reasonable request of Buyer, on the one hand, or any Seller, on the other hand, and for no further consideration (other than as expressly provided in the Exclusive IP License and any other Transaction Document), the non-requesting Party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents and instruments and shall take, or cause to be taken, any action reasonably necessary to evidence and effectuate the transactions contemplated by this Agreement, including any such action which may be reasonably necessary to put Buyer and its Affiliates in full legal possession and operating control of the Purchased Assets and to put the Other Buyers in full legal possession and operating control of the applicable Other Businesses.

SECTION 7.03 *Certain Filings; Efforts*.

(a) Sellers and Buyer shall cooperate with one another (i) with respect to their obligations set forth in Section 7.03(b), (ii) in determining whether any other action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Purchased Contract, in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents and (iii) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

(b) Buyer and Seller Parent shall use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including filing, or causing to be filed, as promptly as practicable, (i) any required notification and report forms under the HSR Act or any other Antitrust Laws, or any Foreign Direct Investment Laws, with the applicable Governmental Authority and (ii) any applications, notices, reports, disclosures or other filings related to the Permits with the applicable Governmental Authority that are necessary or advisable in connection with the consummation of the transactions contemplated by this Agreement (such applications, notices, reports, disclosures or other filings related to the Permits referenced in this clause (ii), including, but not limited to, those as set forth on Section 7.03(b) of the Disclosure Schedules, the "**Permit Approvals**"); provided, however, that no Party shall be obligated to pay any consideration to any third party from whom consent or approval is requested under any Contract other than as contemplated in Section 2.05. Buyer and Seller Parent shall consult with each other as to the appropriate time of filing such notifications and shall agree upon the timing of such filings. During the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, Buyer shall not, and shall cause its respective Affiliates not to, enter into any Contract to merge or consolidate with any other Person, acquire all or substantially all of the assets of any other Person, or acquire more than 50% of the issued and outstanding equity interests of any other Person, in each case, that would reasonably be expected to (i) prevent or materially impede, or materially

delay the consummation by the Sellers of the transactions contemplated hereby or (ii) materially increase the risk of not obtaining any applicable clearance, consent, approval or waiver under Antitrust Laws and/or Foreign Direct Investment Laws with respect to the transactions contemplated hereunder.

(c) Subject to appropriate confidentiality safeguards and to the extent permitted by applicable Law, each Party shall (i) respond promptly to any request for additional information, documents or other materials made by any Governmental Authority with respect to any filings or any of the transactions contemplated by this Agreement, (ii) to the extent permitted by applicable Law, promptly notify counsel to the other Party of, any material communications from or with any Governmental Authority in connection with any of the transactions contemplated by this Agreement and, to the extent reasonably practicable, enable counsel to the other Party to participate in any such communications, (iii) not participate in any prescheduled telephonic or in-person meeting with any Governmental Authority in connection with any of the transactions contemplated by this Agreement unless, to the extent reasonably practicable and permitted by applicable Law, such Party consults with counsel to the other Party in advance and, to the extent permitted by such Governmental Authority, gives the other Party a reasonable opportunity to attend, participate and speak thereat, (iv) furnish such information and assistance as may be reasonably requested in connection with the preparation of necessary filings or submission of information to the applicable Governmental Authority and to the extent permitted by applicable Law provide counsel to the other Party the opportunity to review in advance any document, opinion or proposal to be made or submitted to any Governmental Authority, (v) defend all Proceedings to which it or any of its affiliates is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby, in each case until the issuance of a final, non-appealable Order with respect to each such Proceeding, (vi) seek to have lifted or rescinded any injunction or restraining order which may adversely affect the ability of the Parties to consummate the transactions contemplated by this Agreement, in each case until the issuance of a final, non-appealable Order with respect thereto, and (vii) use commercially reasonable efforts to resolve any objection or assertion by any Governmental Authority challenging this Agreement or the transactions contemplated hereby. Sellers and Buyer shall use their commercially reasonable efforts to cause the waiting periods under the HSR Act and any other Antitrust Laws, or Foreign Direct Investment Laws, to terminate or expire at the earliest possible date after the date of filing and to obtain all Permit Approvals as promptly as practicable. All filing fees relating to this Section 7.03 shall be borne and paid fully by Buyer.

(d) In furtherance and not in limitation of the foregoing, but solely in the event that approval of any Governmental Authority under the HSR Act or any other Antitrust Laws is required in order to consummate the transactions contemplated by this Agreement, Buyer agrees to take, and to cause its Affiliates to take, promptly any and all steps necessary to avoid, eliminate or resolve each and every impediment and obtain all clearances, consents, approvals and waivers under Antitrust Laws that may be required by any Governmental Authority, including committing to and effecting, by consent decree, hold separate orders, trust, or otherwise, (i) the sale, license, holding separate or other disposition of assets or businesses of the Buyer or its Affiliates, (ii) terminating, relinquishing, modifying or waiving existing relationships, ventures, contractual rights, obligations or other arrangements of the Buyer or its Subsidiaries, (iii) creating any relationships, ventures, contractual rights, obligations or other arrangements of the Buyer or its Subsidiaries and (iv) any other action, including agreeing to future behavioral remedies, requested

by a Governmental Authority in order to achieve clearance under any Antitrust Law (each a "**Remedial Action**"); provided, however, that any Remedial Action may, at the discretion of the Sellers, be conditioned upon consummation of the transactions contemplated by this Agreement. The Buyer's obligation to take Remedial Actions shall be unconditional and shall not be qualified by commercially reasonable efforts. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Seller shall not be required to, and the Buyer shall not, in connection with obtaining any consents or approvals hereunder, or in connection with otherwise complying with any provisions of this Agreement, consent to (x) the taking of any action or the imposition of any terms, conditions, limitations or standards of service the effectiveness or consummation of which is not conditional upon the occurrence of the Closing or (y) the imposition of any terms, conditions or limitations on or with respect to the Seller, any of its Affiliates, any of their respective businesses or any of the benefits to the Seller and its Affiliates of the transactions contemplated by this Agreement.

(e) In furtherance and not in limitation of the foregoing, but solely in the event that any litigation or other administrative or judicial action or proceeding is commenced, threatened or is foreseeable challenging any of the transactions contemplated by this Agreement and such litigation, action or proceeding seeks, or would reasonably be expected to seek, to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby, Buyer shall take any and all action, including a Remedial Action, to avoid or resolve any such litigation, action or proceeding and each of the Parties shall cooperate with each other and use its respective commercially reasonable efforts to contest and resist any such litigation, action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated hereby as promptly as practicable.

(f) Notwithstanding anything to the contrary herein or otherwise, (1) Buyer and Seller Parent shall jointly determine strategy and timing and coordinate all activities with respect to seeking Permit Approvals, (2) Sellers shall use its commercially reasonable efforts to take such actions as reasonably requested by Buyer, after consultation with Seller Parent, in connection with obtaining any such Permit Approvals, and (3) Buyer shall use its commercially reasonable efforts to seek to obtain any Permits that are subject to a Permit Approval that are not transferrable and that are required to conduct the business of Seller Parent and its Subsidiaries in the Ordinary Course; provided, however, that neither Buyer nor Sellers shall be obligated to pay any material consideration to any Person to obtain any such replacement Permits.

(g) If any Permit Approval is not obtained prior to the Closing, then, until the earlier of such time as (i) such Permit Approval is obtained by Sellers, (ii) Buyer separately obtains any such Permit (sufficient to conduct the business of Seller Parent and its Subsidiaries in the Ordinary Course) and (iii) the closing of the Chapter 11 Cases, Sellers shall, and shall cause their respective Subsidiaries to, use commercially reasonable efforts to obtain, or cause to be obtained, such Permit Approval, and Buyer shall provide reasonable cooperation to Sellers, at Buyer's sole cost and expense, subject to any approval of the Bankruptcy Court that may be required, and Sellers shall and shall cause their Subsidiaries to enter into an arrangement reasonably acceptable to Buyer intended to both (A) provide Buyer, to the fullest extent not prohibited by applicable Law, the claims, rights, remedies and benefits under, and pursuant to, such Permit(s) and (B) cause Buyer,

subject to Buyer receiving such claims, rights, remedies and benefits, to assume and bear all Assumed Liabilities with respect to such Permits from and after the Closing (as if such Permit had been transferred to Buyer as of the Closing) in accordance with this Agreement (including by means of any subcontracting, sublicensing or subleasing arrangement). Upon obtaining the relevant Permit Approval, each Seller shall, and shall cause any of its applicable Subsidiaries to, promptly sell, convey, assign, transfer and deliver to Buyer such Permit for no additional consideration.

SECTION 7.04 *Public Announcements*. On and after the date hereof and through the Closing Date, unless required by law, the Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and no Party shall, except as may be required to comply with applicable Law, issue any press release or make any public statement prior to obtaining, with respect to Sellers, Buyer's, and with respect to Buyer, Seller Parent's, prior written consent (which consent, in each case, shall not be unreasonably withheld, conditioned or delayed); provided that notwithstanding the foregoing, Buyer and Sellers shall be entitled to disclose information regarding this Agreement or the transactions contemplated hereby to their respective Affiliates and its and their respective employees, direct or indirect equity owners, partners, prospective partners, investors, insurers, prospective investors, professional advisors and lenders who have a reasonable need to know the information or to whom there is an obligation to disclose such information and who agree to keep such information confidential or are otherwise bound to confidentiality obligations.

SECTION 7.05 *Tax Matters*.

(a) The Parties agree to treat any payment made from one Party to another pursuant to this Agreement that is not reflected as part of the Purchase Price under this Agreement as an adjustment to the Purchase Price for all income Tax purposes to the extent permitted by applicable Law.

(b) Prior to the Closing, each Seller shall cause to be delivered to Buyer a properly completed and validly executed IRS Form W-9 of such Seller (provided that the only remedy available to Buyer for any failure to comply with this Section 7.05(b) shall be to make an appropriate withholding that is required by Law as a result of such failure).

(c) All Transfer Taxes imposed on or with respect to the transactions contemplated hereby shall be borne by Buyer. The Party responsible under applicable Law for filing a Tax Return with respect to such Transfer Taxes shall prepare and timely file such Tax Return and promptly provide a copy of such Tax Return to the other party. Buyer and Sellers shall use commercially reasonable efforts and cooperate in good faith to reduce or eliminate any Transfer Taxes to the extent permitted by applicable Law.

SECTION 7.06 *Misallocated Assets*. If, following the Closing, Buyer or its Affiliates own or hold any Excluded Asset, Buyer shall transfer, or shall cause its Affiliate to transfer, at no cost to Sellers, such Excluded Asset as soon as practicable to any Seller or any other Person designated by Seller Parent. If, following the Closing, Sellers or any of their respective Affiliates own any Purchased Asset, Sellers shall transfer, or shall cause their respective Affiliates to transfer,

at no cost to Sellers, such Purchased Asset as soon as practicable to Buyer or an Affiliate designated by Buyer. Notwithstanding the foregoing, Sellers' obligations under this Section 7.06 shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation, or limit their ability to close the Chapter 11 Cases, after the Closing.

SECTION 7.07 *Payments from Third Parties after Closing*. In the event that any Seller receives any payment from a third party (other than Buyer or any of its Affiliates) after the Closing Date pursuant to any of the Purchased Contracts (or with respect to the use by Buyer of the Purchased Assets during the post-Closing period) and to the extent such payment is not made in connection with an Excluded Asset or an Excluded Liability, Sellers shall promptly (but in any event within thirty (30) days after such receipt) forward such payment to Buyer (or other entity nominated by Buyer in writing to Sellers) and notify such third party to remit all future payments (in each case, to the extent such payment is in respect of any post-Closing period and is not in respect of an Excluded Asset or an Excluded Liability) pursuant to the Purchased Contracts to Buyer (or such other entity). Notwithstanding anything to the contrary in this Agreement, in the event that Buyer or any of its Affiliates receives any payment from a third party after the Closing on account of, or in connection with, any Excluded Asset, Buyer shall promptly (but in any event within thirty (30) days after such receipt) forward such payment to Seller Parent (or other entity nominated by Seller Parent in writing to Buyer) and notify such third party to remit all future payments on account of or in connection with the Excluded Assets to Seller Parent (or such other entity as Seller Parent may designate). Notwithstanding the foregoing, Sellers' obligations under this Section 7.07 shall not restrict or limit their ability to complete the Wind-Down or otherwise liquidate their estates, in each case, after the Closing, including by confirming and consummating a Chapter 11 plan of liquidation, or limit their ability to close the Chapter 11 Cases, after the Closing.

SECTION 7.08 *Bulk Transfer Laws*. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer laws or similar laws of any jurisdiction in connection with the transactions contemplated by this Agreement, and hereby waives all claims related to the non-compliance therewith. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer Laws, and the Parties shall take all reasonable steps as may be necessary or appropriate to so provide in the Sale Order.

SECTION 7.09 *Bankruptcy Court Approval*.

(a) Sellers shall, as applicable, serve on all non-Debtor counterparties to all of their Contracts a notice specifically stating that Sellers are or may be seeking the assumption and assignment of such Contracts and shall notify such non-Debtor counterparties of the deadline for objecting to the Cure Costs, if any, in accordance with the Bidding Procedures Order.

(b) Sellers and Buyer shall reasonably cooperate in good faith to obtain the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court and making such applicable respective Representatives of

Buyer and Sellers and their respective Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurances of performance by Buyer and/or Buyer Designee(s) as required under Section 365 of the Bankruptcy Code, and demonstrating that Buyer and/or Buyer Designee(s), as applicable, is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Buyer acknowledges that this Agreement and the sale of the Purchased Assets is subject to higher or otherwise better bids and Bankruptcy Court approval. Buyer acknowledges that in order to obtain such approval Sellers will be required to demonstrate to the Bankruptcy Court that they have taken reasonable steps to obtain the highest or otherwise best bid for the Purchased Assets and that such demonstration shall include serving notice of the transactions contemplated by this Agreement to creditors and interested parties, providing information about Sellers to prospective bidders, entertaining higher or otherwise better bids from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an Auction.

(c) Each of Sellers and Buyer shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and keep the other Party reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request and if not otherwise inconsistent with the Bidding Procedures Order, promptly furnishing the other Party with copies of notices or other communications received by such Party from the Bankruptcy Court or any third party or any Governmental Authority with respect to the transactions contemplated by this Agreement.

(d) Subject to the entry of the Sale Order and upon consummation of the Closing, Buyer shall pay, or cause the payment of, the Cure Costs and cure any and all other defaults and breaches under the Purchased Contracts in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement.

(e) Unless Buyer is not the Successful Bidder, The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Purchased Assets to Buyer and/or Buyer Designee(s) on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances) and (C) the performance by Sellers of their respective obligations under this Agreement, (ii) authorize and empower Sellers to assume and assign to Buyer and/or the applicable Buyer Designee(s) the Purchased Contracts, (iii) find that Buyer and/or Buyer Designee(s), as applicable, is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that neither Buyer nor Buyer Designee(s) is a successor to any Seller and grant Buyer and/or Buyer Designee(s) the protections of Section 363(m) of the Bankruptcy Code, (iv) find that Buyer and Buyer Designee(s) shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement or as required under applicable nonbankruptcy Law, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, successor, or transferee Liability, labor law, de facto merger, or substantial continuity, (v) find that Buyer and/or Buyer Designee(s), as applicable, has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption and assignment of the Purchased Contracts, and (vi) find that neither Buyer nor any Buyer Designee

shall have any Liability for any Excluded Liability. Without limiting Sellers' obligation to take all such actions as are reasonably necessary to obtain Bankruptcy Court approval of the Sale Order, Buyer agrees that it will promptly take reasonable actions to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Buyer and/or Buyer Designee(s), as applicable, is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. Nothing in this Agreement shall require Buyer, a Buyer Designee, Sellers or their respective Affiliates to give testimony to or submit any pleading, affidavit or information to the Bankruptcy Court or any Person that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or their respective stakeholders.

(f) Sellers acknowledge and agree, and the Sale Order shall provide that, except as otherwise provided in Section 2.02, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Encumbrances of, against or created by Sellers or their bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Purchased Assets. On the Closing Date, the Purchased Assets shall be transferred to Buyer or to the applicable Buyer Designee, as applicable, free and clear of all obligations, Liabilities and Encumbrances, other than Permitted Encumbrances and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

(g) In the event the entry of the Bidding Procedures Order, the Sale Order or any other Orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order or other such Order), Buyer and Sellers shall use commercially reasonable efforts to defend such appeal. Sellers and Buyer, as applicable, shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

(h) Buyer agrees and acknowledges that Sellers and their Affiliates shall be permitted, and shall be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates and Representatives) relating to a Competing Bid, in each case subject to the Bidding Procedures and the Bidding Procedures Order.

(i) If the Successful Bidder, to the extent such party is not Buyer, fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to have the new prevailing bid. In the event that Buyer is not selected as the Successful Bidder but is otherwise the next highest or otherwise best bid, Buyer will serve as the Back-Up Bidder for the Purchased Assets and Sellers shall be required to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement; provided, however, that Buyer shall only be required

to keep Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable until the date of closing of an Alternative Transaction with the Successful Bidder.

SECTION 7.10 *No Successor Liability*. Except as otherwise expressly ordered by the Bankruptcy Court, the Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, neither Buyer nor any Buyer Designee shall be deemed to: (a) be the successor of any Seller, (b) have, de facto or otherwise, merged with or into Sellers, (c) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers or (d) be liable or have any Liability for any acts or omissions of Sellers in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that neither Buyer nor any Buyer Designee shall have any Liability for any Encumbrance (other than the Assumed Liabilities and Permitted Encumbrances on the Purchased Assets) against Sellers or any of Sellers' predecessors or Affiliates, and neither Buyer nor any Buyer Designee shall have any successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or in connection with the transactions contemplated to occur on the Closing, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Sellers, the Purchased Assets or any Liability of Sellers arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 7.10. Buyer acknowledges and agrees that this Section 7.10 shall not in any way be deemed to modify or contract Buyer's obligations with respect to Assumed Liabilities.

SECTION 7.11 *Change of Name*. Promptly following Closing, but in any event by the completion of the Wind-Down, each Seller whose name includes the words 'Del Monte' or the other names listed on Section 7.11 of the Disclosure Schedules shall discontinue the use of their current name (and any other trade names or 'd/b/a' names currently utilized by such Seller), and no Seller shall subsequently change any of their names to or otherwise use or employ any name which includes the words 'Del Monte' or the other names listed on Section 7.11 of the Disclosure Schedules without the prior written consent of Buyer.

SECTION 7.12 *Communications with Customers and Suppliers*. Prior to the Closing, the Parties shall reasonably cooperate with each other in coordinating their communications with any customer, supplier or other material contractual counterparty of Sellers with respect to the Business in relation to this Agreement and the transactions contemplated hereby subject to applicable Law. Buyer shall not, and shall cause its Affiliates and Representatives not to, engage in any communications with any customer, supplier or other material contractual counterparty of Sellers in relation to this Agreement and the transactions contemplated hereby without Sellers' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.13 *Investigation; Purchased Assets.*

(a) Buyer acknowledges for the benefit of Sellers (and their respective financial and other professional advisors) that it has conducted its own independent investigation and analysis

of the business, operations, assets, liabilities, results of operations, condition (financial or otherwise) and prospects of the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets and the Excluded Liabilities, and that it and its representatives have received access to the books and records, facilities, equipment, Contracts and other assets of the Business (including the Purchased Assets) for such purpose. Buyer further acknowledges and agrees that, except for the representations and warranties contained in Article 3 (as modified by the Disclosure Schedules), no Seller nor any of its respective Affiliates or financial or other professional advisors, nor its or their respective Representatives makes or has made or is deemed to have made any representation or warranty, either express or implied, of any nature whatsoever, or other statements or information concerning the Sellers, any of their respective Affiliates, the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities in connection with the transactions contemplated by this Agreement, or any matter relating to any of them, including their respective businesses, affaires, assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information provided or made available to Buyer or any of its Affiliates or any of their respective Representatives by or on behalf of Sellers or otherwise in connection with the transactions contemplated hereby, and such representations and warranties are expressly disclaimed. No Seller makes any representations or warranties regarding the probable success or profitability of the Business. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of Sellers, other than the representations and warranties of Sellers expressly contained in Article 3 (as modified by the Disclosure Schedules). Buyer agrees, warrants and represents that Buyer is purchasing the Purchased Assets "AS IS" and "WITH ALL FAULTS" based solely on the representations and warranties set forth in Article 3 (as modified by the Disclosure Schedules) and Buyer's own investigation of Sellers, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities and the Business. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by Sellers and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except for the express representations and warranties set forth in Article 3 (as modified by the Disclosure Schedules), Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE DISCLOSURE SCHEDULES), NO SELLER MAKES ANY EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES OR THE BUSINESS.

SECTION 7.14 *Releases*.

(a) Buyer Releases. Effective on the Closing Date, each Buyer and NewCo, for themselves and on behalf of their past, present and future controlled Affiliates and its and such controlled Affiliates' respective current or former directors, officers, members, partners, managers, employees, agents, lenders, investment bankers, attorneys, accountants, advisors and other representatives (collectively, "**Buyer Representatives**"), and each of its and their respective successors, assigns, heirs and executors (each, a "**Buyer Releasor**"), hereby irrevocably,

knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all claims, demands, Liabilities, losses, debts, costs, fees, expenses, penalties, Actions, covenants, suits, judgments, damages, defenses, affirmative defenses, setoffs, counterclaims, actions, obligations, and causes of action of whatever kind, character or nature, whether known or unknown, suspected or unsuspected, in contract, contingent or absolute, matured or unmatured, liquidated or unliquidated, direct or indirect, at Law or in equity, derivative or otherwise, which any Buyer Releasor has, may have, or may assert now or in the future against (i) Sellers, (ii) the Consenting Lenders, (iii) the ABL Agent, (iv) the ABL Lenders, (v) in the case of the entities listed in clauses (i) through (iv), such entities' respective officers and directors and, (vi) in the case of the entities listed in clauses (i) through (v), such entities' respective employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, for any claims arising from the beginning of time and up to the Closing Date in respect of any period prior to the Closing (collectively, the "**Buyer Released Parties**"). Buyer, for itself, and its Buyer Representatives, agrees that it shall not bring any Action or other claim against the Buyer Released Parties relating to, arising under or in connection with the Co-Packing Agreement other than claims for post-petition sales of inventory in the Ordinary Course (in addition to the invoices), Working Capital Finance Charge (as defined in the Co-Packing Agreement) and asserting to Buyer's rights under Section 365 of the Bankruptcy Code, which are expressly reserved. For the avoidance of doubt, nothing herein shall release any claims of The Morning Star Packing Company, L.P against a Released Party.

(b) Seller Releases. Effective on the Closing Date, each Seller, for itself and on behalf of its past, present and future controlled Affiliates and its and such controlled Affiliates' respective current or former directors, officers, members, partners, managers, employees, agents, lenders, investment bankers, attorneys, accountants, advisors and other representatives (collectively, "**Seller Representatives**"), and each of its and their respective successors, assigns, heirs and executors (each, a "**Seller Releasor**"), hereby irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all claims, demands, Liabilities, losses, debts, costs, fees, expenses, penalties, Actions, covenants, suits, judgments, damages, defenses, affirmative defenses, setoffs, counterclaims, actions, obligations, and causes of action of whatever kind, character or nature, whether known or unknown, suspected or unsuspected, in contract, contingent or absolute, matured or unmatured, liquidated or unliquidated, direct or indirect, at Law or in equity, derivative or otherwise, which any Seller Releasor has, may have, or may assert now or in the future against (i) NewCo, (iii) Buyer, (iii) in the case of the entities listed in clauses (i) through (ii), such entities' respective officers and directors and, (iv) in the case of the entities listed in clauses (i) through (iii), such entities' respective employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, for any claims arising from the beginning of time and up to the Closing Date in respect of any period prior to the Closing (collectively, the "**Seller Released Parties**" and together with the Buyer Released Parties, the "**Released Parties**" and each a "**Released Party**").

Notwithstanding anything to the contrary in the foregoing, the provisions of this Section 7.14 do not release any claims against a Released Party (i) related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted Fraud (ii) arising under, based upon or relating to this Agreement or any of the Transaction Documents (including, without limitation, the Exclusive IP License and the Transition Services Agreements), in each case from

and after the Closing, (iii) arising under or relating to that certain Products Supply Agreement, effective as of January 8, 2025, by and between Pacific Coast Producers and The Morning Star Packing Company, L.P., on the one side, and Del Monte Foods Corporation II, Inc., on the other side (the "**Co-Packing Agreement**"), or (iv) to the extent any such claim, demand or cause of action does not arise out of or relate to (A) the Sellers, their respective businesses, assets, liabilities or operations, (B) the negotiation, execution, delivery or performance of this Agreement or any Transaction Document, (C) the transactions contemplated hereby or thereby, or (D) the Sellers' Chapter 11 Cases (including the administration thereof).

(c) Avoidance Action Releases. Effective on the Closing Date, Buyer, for itself and on behalf of its Representatives and each of its and their respective successors, assigns, heirs and executors, hereby irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all Avoidance Actions that Buyer is acquiring from the Sellers. For the avoidance of doubt, to the extent that Sellers have any Avoidance Actions Primarily related to the operation of the Business that are not transferred to Buyer, Sellers irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes any such Avoidance Actions. Notwithstanding the foregoing or anything to the contrary herein, nothing in this Section 7.14(c) shall release, waive, impair, or otherwise affect the right of Buyer or any of its Affiliates to assert or pursue any Avoidance Action defensively to the extent necessary or warranted to secure the full benefits of the Purchased Assets, including for purposes of defending setoff, recoupment, recharacterization, or disallowance claims under Section 502(d) of the Bankruptcy Code. Notwithstanding anything to the contrary in the foregoing, the provisions of this **Error! Reference source not found.**(c) do not release any claims related to any act or omission that is determined in a final order by a court of competent jurisdiction to have constituted Fraud.

SECTION 7.15 *Corporate Existence*. The Parties acknowledge and agree that nothing in this Agreement or any other Transaction Document shall require any Seller to maintain its corporate (or similar) existence, or prevent any Seller or any of their Subsidiaries from winding down its operations.

SECTION 7.16 *Financing*.

(a) Buyer acknowledges that its obligations hereunder are not conditioned upon the availability of financing. Buyer shall use its reasonable best efforts to arrange for and obtain the financing (including maintaining availability under its existing credit facilities) it deems necessary or appropriate to consummate the transactions contemplated hereby on or prior to the Closing Date (including the financing contemplated by the Financing Support Letter).

(b) For the avoidance of doubt, Sellers shall retain all rights and remedies available to them at law or in equity in the event of Buyer's breach of its obligations hereunder, subject to the express terms of this Agreement.

SECTION 7.17 *Wrong Pockets*.

(a) If at any time and from time to time after the Closing, (i) Sellers shall receive or otherwise possess any asset that is a Purchased Asset (including any cash, checks, or other payment), then Sellers shall promptly transfer or cause to be transferred such asset to Buyer, (ii)

any Other Buyer receives or otherwise possesses any asset (including any cash, checks, or other payment) that is a Purchased Asset, then Sellers shall use their commercially reasonable efforts to transfer or cause to be transferred such asset to Buyer and (iii) Buyer shall receive or possess any Excluded Asset, then Buyers shall promptly transfer or cause to be transferred such asset to Sellers. If at any time and from time to time after the Closing, Buyer or the Business shall receive or otherwise possess any asset (including any cash, checks, or other payment) that has been allocated to an Other Buyer, then Buyer shall promptly transfer, or cause to be transferred, such asset to Sellers or, if designated by Sellers, to the Other Buyer so entitled thereto.

(b) If at any time and from time to time after the Closing, (i) Sellers shall have any Liability that is an Assumed Liability, then Buyer shall promptly accept, assume and agree to faithfully perform such Liability from Sellers, (ii) any Other Buyer shall have any Liability that is an Assumed Liability, then Buyer shall promptly accept, assume and agree to faithfully perform such Liability from such Other Buyer, (iii) Buyer shall have any Liability that has been allocated to a Seller, then the applicable Seller shall promptly accept, assume and agree to faithfully perform such Liability from Buyer and (iv) Buyer or the Business shall have any Liability that has been allocated to any Other Buyer, then Sellers shall use their commercially reasonable efforts to cause such Other Buyer to promptly accept, assume and agree to faithfully perform such Liability from Buyer.

SECTION 7.18 *Third Party Logistics Providers*. For purposes of this Agreement, a "**Third-Party Logistics Provider**" means any third party that provides warehousing, storage, fulfillment, transportation, handling or similar logistics services with respect to inventory on behalf of Sellers and the Third-Party Logistics Providers that has possession or control of Purchased Inventory as of the date hereof are listed on Schedule 7.18 (each, a "**Specified TPL**"). If, at any time from or after the date hereof until the Closing Date, Sellers become aware that any Third-Party Logistics Provider that is not listed on Schedule 7.18 comes into possession or control of any Purchased Inventory, Sellers shall notify Buyer in writing and such Third-Party Logistics Provider shall automatically be deemed a Specified TPL for all purposes of this Agreement. Sellers shall use commercially reasonable efforts, prior to the Closing, to facilitate introductions between Buyer and the Specified TPLs as Buyer may reasonably request in writing, consistent with Section 7.12. At the written request of Buyer, on or prior to the Closing Date, Sellers shall notify each Specified TPL of the transfer of title to the Purchased Inventory held by such Specified TPL to Buyer as of the Closing. Sellers shall reasonably cooperate with Buyer in order to ensure that such Specified TPL acknowledges Buyer as the owner of the Purchased Inventory in its possession as of the Closing Date. The Parties acknowledge that Buyer intends to enter into its own agreements, on commercially reasonable and market-standard terms, with the Specified TPLs (to the extent Buyer does not already have such agreements) governing the handling, storage, warehousing, fulfillment and other logistics services relating to the Purchased Inventory, as of the Closing or as promptly thereafter as reasonably practicable. Prior to the Closing Date the Parties shall negotiate in good faith to develop a commercially reasonable transition plan to mitigate the costs associated with or arising from Sellers' relationships with any Specified TPLs or Buyer's entry into agreements with the Specified TPLs. Notwithstanding the foregoing, from and after the Closing Date, Buyer shall be solely responsible and shall reimburse Sellers for only those (i) costs, expenses and Liabilities first arising, accruing or otherwise incurred from and after the Closing Date or otherwise requested by Buyer relating or attributable to the Specified TPLs to the extent relating to the Purchased Inventory or Buyer's removal of the Purchased Inventory from any Specified TPL and (ii) any and

all costs, expenses (including, for the avoidance of doubt, holding costs, amounts owed to Third Party Logistics Providers or other third parties, employment or labor costs, breakage costs and other costs and expenses relating to any such Third Party Logistics Provider) and other Liabilities first arising, accruing or otherwise incurred from and after the Closing Date or otherwise requested by Buyer relating to, in connection with or with respect to (a) any facilitation, notification or cooperation in accordance with this Section 7.18 and (b) any such Specified TPL, the Purchased Inventory and/or Buyer's removal of the Purchased Inventory, accrued or otherwise incurred by Sellers from and after the Closing, including as a result of any Seller retaining any Third Party Logistics Provider Contract for the benefit (in whole or in part) of Buyer from and after the Closing.

SECTION 7.19 *Warehousing and Related Services*.

(a) Prior to the Closing Date, the Parties shall negotiate in good faith to develop a commercially reasonable transition plan to mitigate the costs associated with or arising from the Inventory Locations, the Purchased Inventory and Buyer's removal of the Purchased Inventory from any Inventory Location. From and after the Closing Date until the date that is the earlier of July 31, 2026 and the date that is ninety (90) days following the Closing Date (the "**Post-Closing Service Period**"), Buyer shall use commercially reasonable efforts to promptly remove, at Buyer's sole cost and expense, all Purchased Inventory from the facilities, warehouses and other storage locations owned, leased or operated by Sellers where Purchased Inventory is located (each, an "**Inventory Location**"). With respect to any Inventory Location that is leased by Sellers, Buyer intends to use commercially reasonable efforts to enter into its own lease or occupancy agreement with the applicable landlord for such Inventory Location as of or following the Closing Date. During the Post-Closing Service Period, Sellers shall use commercially reasonable efforts, at Buyer's sole cost and expense as provided in Section 7.19(b), to store and maintain the Purchased Inventory in the Ordinary Course. From and after the Post-Closing Service Period, Sellers shall have no responsibility to retain any Inventory Location or maintain the Purchased Inventory.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) from and after the Closing, Buyer shall be solely responsible for all risk of loss, costs, expenses and Liabilities relating or attributable to the Inventory Locations, the Purchased Inventory or Buyer's removal of the Purchased Inventory from any Inventory Location other than to the extent caused by Sellers' Willful Breach of its obligations pursuant to this Section 7.19 and (ii) Buyer shall reimburse Sellers for any and all costs and expenses first accrued or otherwise incurred by Sellers from and after the Closing Date or otherwise requested by Buyer to the extent allocable to the Purchased Inventory (including, for the avoidance of doubt, holding costs, amounts owed to lessors or other third parties, employment or labor costs, breakage costs) and other Liabilities relating to, in connection with or with respect to any Inventory Location, the Purchased Inventory at such Inventory Location and/or Buyer's removal of the Purchased Inventory at such Inventory Location accrued or otherwise incurred by Sellers from and after the Closing or as a result of any Seller retaining an Inventory Location for the benefit (in whole or in part) of Buyer from and after the Closing. For the avoidance of doubt, Buyer shall not be required to reimburse Sellers for (x) any Liabilities for breach by the Sellers of the Worker Adjustment and Retraining Notification Act or any similar state or local law or (y) any costs or expenses associated with the Wind-Down unrelated to the Purchased Inventory.

ARTICLE 8

CONDITIONS TO CLOSING

SECTION 8.01 *Conditions to Obligations of Buyer and Sellers*. The obligations of each of Buyer and Sellers to consummate the Closing are subject to the satisfaction or valid waiver at or prior to the Closing of the following conditions:

(a) all waiting periods (including any extension thereof) applicable to the purchase and sale of the Purchased Assets under the HSR Act or any other Antitrust Law, or Foreign Direct Investment Law, set forth on Section 8.01(a) of the Disclosure Schedules shall have expired or been terminated;

(b) no provision of any applicable Law and no judgment, injunction or Order shall then be in effect prohibiting or making illegal the consummation of the Closing;

(c) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be a Final Order; and

(d) Sellers shall have, on or prior to the Closing Date, consummated the sale, transfer, and conveyance of the Licensed Intellectual Property to one or more third parties.

SECTION 8.02 *Conditions to Obligation of Buyer*. The obligation of Buyer to consummate the Closing is subject to the satisfaction (or valid waiver) at or prior to the Closing of the following further conditions:

(a) the representations and warranties of Sellers in this Agreement shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, except in each case where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality," "material adverse effect," "Material Adverse Effect" or similar qualifiers contained therein) has not had or would not reasonably be expected to have a Material Adverse Effect;

(b) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects;

(c) Sellers shall have delivered, or cause to be delivered, to Buyer each item set forth in Section 2.08(a); and

(d) since the date of this Agreement, there shall not have occurred a Material Adverse Effect.

SECTION 8.03 *Conditions to Obligation of Sellers*. The obligation of Sellers to consummate the Closing is subject to the satisfaction (or valid waiver) at or prior to the Closing of the following further conditions:

(a) the representations and warranties of Buyer in this Agreement shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct (without giving effect to any limitation as to "materiality," "material adverse effect" or similar qualifiers contained therein) in all respects as of such earlier date, except where such failures to be true and correct would not materially impair or prevent Buyer's ability to consummate the transactions contemplated by this Agreement;

(b) the covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects; and

(c) Buyer shall have delivered, or cause to be delivered, to the appropriate Person(s) each item set forth in Section 2.08(b).

ARTICLE 9

SURVIVAL

SECTION 9.01 *Survival*. The Parties, intending to modify any applicable statute of limitations, agree that (a)(i) the representations and warranties in this Agreement and in any certificate delivered pursuant hereto and (ii) the covenants in this Agreement only requiring performance at or prior to the Closing shall, in each case, terminate and be of no further force and effect effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no Liability on the part of, nor shall any claim be made by or on behalf of, any Party or any Party's Affiliates in respect thereof and (b) the covenants in this Agreement that contemplate performance after the Closing or expressly by their terms survive the Closing shall survive the Closing in accordance with their respective terms (the "**Surviving Post-Closing Covenants**"); provided, however, that if no term is specified, the Surviving Post-Closing Covenants shall survive until the earliest of (i) full performance of such covenant in accordance with its terms, (ii) three (3) years following the Closing Date and (iii) with respect to any covenant of a Seller individually, the completion of the Wind-Down of such Seller; provided, further, however, that nothing herein shall limit the liability of any Party for Fraud committed by such Party (and only the Person or Persons that committed such Fraud will be liable therefor). Except with respect to the Surviving Post-Closing Covenants, no other remedy shall be asserted or sought by Buyer, and Buyer shall cause its Affiliates not to assert or seek any other remedy, against Sellers or any of their respective Affiliates under any contract, misrepresentation, tort, strict liability, or statutory or regulatory Law or theory or otherwise, all such remedies being hereby knowingly and expressly waived and relinquished to the fullest extent permitted under applicable Law. Buyer and Sellers acknowledge and agree, on their own behalf and on behalf of their Affiliates that the agreements contained in this Section 9.01 are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 9.01, none of the Parties would enter into this Agreement.

ARTICLE 10

TERMINATION

SECTION 10.01 *Grounds for Termination*. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Sellers and Buyer;

(b) by either Sellers or Buyer, if the Closing shall not have been consummated on or before March 31, 2026, which such date may be extended for sixty (60) days by mutual written agreement of Sellers and Buyer (such date, as may be extended, the "**End Date**"); provided, however, if all of the conditions to Closing, other than the conditions set forth in Section 8.01(a), Section 8.01(b), or (if all of the conditions to the closing of the Vegetable Transaction and the B&S Transaction, other than the conditions to the Vegetable Transaction and the B&S Transaction which correspond to Section 8.01(a) or Section 8.01(b), shall have been satisfied or shall be capable of being satisfied at the End Date) Section 8.01(d), shall have been satisfied or shall be capable of being satisfied at the End Date, either Sellers or Buyer may, by written notice to the other Party, extend the End Date for two (2) additional thirty (30)-day periods (each, a "**Renewal Period**") and such date, as so extended to the end of the first or second Renewal Period, as the case may be, shall be deemed the End Date; provided, further, that the right to terminate this Agreement pursuant to this Section 10.01(b) shall not be available to a Party whose breach of any of its representations, warranties, covenants or agreements contained herein has been the primary cause of the failure of the Closing to occur on or before the End Date;

(c) by Sellers, if Sellers are not then in material breach of their obligations under this Agreement and Buyer breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement (including, for the avoidance of doubt, the representations, warranties, covenants and agreements in Section 4.04 and Section 7.17) and such breach or failure to perform (i) would prevent the satisfaction of a condition set forth in Section 8.01 or Section 8.03, (ii) cannot be, or has not been, cured within ten (10) days following delivery of written notice to Buyer of such breach or failure to perform and (iii) has not been waived by Sellers;

(d) by Buyer, if Buyer is not then in material breach of its obligations under this Agreement and Sellers breach or fail to perform any of their representations, warranties, covenants or agreements contained in this Agreement and such breach or failure to perform (i) would prevent the satisfaction of a condition set forth in Section 8.01 or Section 8.02, (ii) cannot be, or has not been, cured within ten (10) days following delivery of written notice to Sellers of such breach or failure to perform and (iii) has not been waived by Buyer;

(e) by either Buyer or Sellers, (i) if the Bankruptcy Court enters an Order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under Chapter 11 of the Bankruptcy Code, (ii) if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of Sellers is appointed in the Chapter 11 Cases or (iii) an Order or dismissal, conversion or appointment is entered with respect

to the Chapter 11 Cases prior to the Closing Date for any reason and not reversed or vacated within fourteen (14) days after entry thereof;

(f) by Buyer or Sellers, if any Governmental Authority issues any Order permanently enjoining or otherwise permanently prohibiting the transactions contemplated by this Agreement and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 10.01(f) shall not be available to a Party that failed to use its commercially reasonable efforts to contest, resolve or lift such Order; provided, further, that the right to terminate this Agreement under this Section 10.01(f) shall not be available to any Party if such Order was primarily caused by (i) such Party's material breach of any provision of this Agreement or (ii) such Party's failure to comply in any material respect with its obligations hereunder;

(g) by either Buyer or Sellers, if an Order of the Bankruptcy Court is entered denying approval of the Sale Order and such Order shall have become a Final Order;

(h) by Sellers if Sellers determine, in good faith and after consultation with their advisors, that the continued performance under this Agreement or any Transaction Document would be inconsistent with their fiduciary obligations under applicable Law; or

(i) by Sellers by giving written notice to Buyer at any time prior to the Closing if (i) all of the conditions set forth in Section 8.01 and Section 8.02 have been satisfied at the time the Closing should have occurred pursuant to Section 2.08 (other than conditions which are required to be satisfied by actions taken at the Closing so long as such conditions are capable of being satisfied at the Closing), (ii) Sellers have delivered an irrevocable written notice to Buyer at least five (5) Business Days prior to terminating this Agreement that all of the conditions set forth in 8.01 and Section 8.03 have been satisfied or waived (other than conditions which are required to be satisfied by actions taken at the Closing so long as such conditions are capable of being satisfied at the Closing) by Sellers and that Sellers are and will remain during such five (5) Business Day period ready, willing and able to consummate the Closing and (iii) Buyer fails to consummate the Closing when the Closing should have occurred pursuant to Section 2.08 or five (5) Business Days after receipt of the notice from Sellers pursuant to clause (ii) above.

The Party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give written notice of such termination to the other Party in accordance with Section 11.01. For the avoidance of doubt, each condition permitting termination of this Agreement set forth in this Section 10.01 shall be considered separate and distinct from each other such condition and, if more than one termination condition set forth in this Section 10.01 is applicable, the Party exercising any such termination right shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

SECTION 10.02 *Effect of Termination*. If this Agreement is terminated as permitted by Section 10.01, (i) this Agreement shall become null and void and of no further force and effect, except for the provisions of Section 7.01(a), this Section 10.02, **Error! Reference source not found.** and Article 11, which shall survive such termination of this Agreement, and (ii) no Party (nor any stockholder, director, officer, employee, agent, consultant or representative of any such Party) shall thereafter have any Liability hereunder, except as provided in **Error! Reference source**

not found. (including relating to the forfeiture of the Deposit and the payment of any other Termination Payments); provided that nothing in this Section 10.02 shall be deemed to release any Party from any Liability (x) for any Willful Breach by such Party of this Agreement occurring prior to its termination and (y) that may otherwise be provided in, or contemplated by, the provisions of Section 7.01(a).

SECTION 10.03 *Deposit*.

(a) If Sellers terminate this Agreement pursuant to Section 10.01(c) or Section 10.01(i) of this Agreement or if this Agreement is otherwise terminated at a time when Sellers would have been entitled to terminate this Agreement pursuant to Section 10.01(c) or Section 10.01(i), then the Deposit shall be forfeited to Sellers, Seller Parent shall be entitled to instruct the Escrow Agent to release the Deposit and any interest accrued or accruing thereon and Buyer shall cooperate with Seller Parent and the other Sellers in obtaining the release of the Deposit, including by delivering joint written instructions with Seller Parent to the Escrow Agent to instruct the Escrow Agent to release the Deposit and all interest accrued or accruing thereon to Seller Parent and/or the other Sellers, as directed by Seller Parent. The Parties acknowledge and hereby agree that the release of the Deposit to Sellers if, as and when required to be paid in accordance with this Section 10.03(a), shall not constitute a penalty but will be liquidated damages, and that such Deposit is a reasonable amount to compensate Sellers in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone during the pendency of this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Closing, which amount would otherwise be impossible to calculate with precision.

(b) If Buyer objects to the release of the Deposit and in order to obtain a release of the Deposit (and all interest accrued or accruing thereon), Sellers either commence an Action or defend against an Action that results in a release of all or a portion of the Deposit to Sellers, then Buyer shall pay or cause to be paid to Sellers (or its designee) all reasonable and out-of-pocket costs and expenses (including reasonable attorneys' fees and the reasonable fees and expenses of any experts and/or consultants engaged by Sellers) of Sellers in connection with such Action, together with interest on the amount of the Deposit from the date such Deposit should have been released to Sellers until the date that the Deposit is actually released to Sellers at a per annum rate based on the prime rate as published in The Wall Street Journal, Eastern Edition in effect on the date such payment was required to be made, plus 5.0% (such costs and expenses, collectively with such interest, "**Enforcement Costs**" together with the release of the Deposit, the "**Termination Payments**"). Any amount payable by or on behalf of Buyer pursuant to this Section10.03**Error! Reference source not found.** shall be paid by Buyer by wire transfer of immediately available funds. Notwithstanding the foregoing or anything else herein to the contrary, prior to the termination of this Agreement, Sellers shall be entitled to specific performance of Buyers' obligations hereunder in accordance with Section 11.08 while simultaneously seeking payment of the Termination Payments as an alternative remedy in the applicable Action. In the event that Sellers seek the release of the Deposit as an alternative remedy in an Action as described in the preceding sentence and ultimately obtain a judgment against Buyer for the Termination Payments, then all reasonable and out-of-pocket costs and expenses (including reasonable attorneys' fees and the reasonable fees and expenses of any experts and/or consultants engaged by Sellers) of Sellers incurred as a result of or in connection with such Action (including all such costs, fees and expenses related solely to the specific performance part of such Action) shall constitute

Enforcement Costs hereunder and shall be paid by Buyer to Sellers simultaneously with release of the Deposit to Sellers.

SECTION 10.04 *Costs and Expenses*. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

ARTICLE 11

MISCELLANEOUS

SECTION 11.01 *Notices*. All notices, requests and other communications to any Party hereunder shall be in writing and shall be delivered to the addresses set forth below (or pursuant to such other address(es) as may be designated in writing by the Party to receive such notice):

if to Buyer:

Pacific Coast Producers
631 N. Cluff Avenue
Lodi, California 95240
Attention: Mona Shulman
Email: mshulman@pcoastp.com

with a copy, which shall not constitute notice, to:

Womble Bond Dickinson (US) LLP
888 Seventh Avenue, 38th Floor
New York, NY 10106
Attention: Wojciech F. Jung
Email: Wojciech.Jung@wbd-us.com
Rajan.Singh@wbd-us.com

if to Sellers, to:

Del Monte Foods Holdings Limited
205 North Wiget Lane
Walnut Creek, California 94598
Attention: William R. Sawyers
Email: William.Sawyers@delmonte.com

with a copy, which shall not constitute notice, to:

Herbert Smith Freehills Kramer (US) LLP
1177 Avenue of the Americas
New York, New York 10036

Attention: John Bessonette, Shari Krouner, Colin Bumby, Adam Rogoff and Rachael Ringer
Email: John.Bessonette@hsfkramer.com;
Shari.Krouner@hsfkramer.com;
Colin.Bumby@hsfkramer.com;
arogoff@kramerlevin.com;
rringer@kramerlevin.com

All such notices, requests and other communications shall be deemed received (a) if delivered prior to 5:00 p.m. New York time on a day which is a Business Day, then on such date of delivery if delivered personally, or, if delivered by email (unless the sender receives a "bounceback" or other failure to deliver message notification), and if personally delivered, or, if delivered by email (unless the sender receives a "bounceback" or other failure to deliver message notification), after 5:00 p.m. New York time, then on the next succeeding Business Day, (b) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid.

SECTION 11.02 *Amendments and Waivers*.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of Buyer and Seller Parent (on behalf of itself and each Seller) or, in the case of a waiver, by the Party against whom the waiver is to be effective; provided that any waiver asserted against any Seller shall be valid if given by Seller Parent on behalf of such Seller. For clarity, Bankruptcy Court approval shall not be required for any amendment to this Agreement.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 11.03 *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that subject to Buyer's right to designate a Buyer Designee as set forth in Section 2.01, Buyer, on the one hand, may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Seller Parent, and each Seller, on the other hand, may not assign, delegate or otherwise transfer any of their respective rights or obligations under this Agreement without the prior written consent of Buyer. Any attempted assignment in violation of this Section 11.03 shall be null and void, *ab initio*. Notwithstanding anything herein to the contrary, (a) in no event shall the designation of a Buyer Designee result in incremental Taxes that would be borne by or otherwise reduce any amounts available to Sellers and (b) Buyer shall provide Sellers with a reasonable advance notice prior to the designation of a Buyer Designee and shall cooperate in good faith with Sellers in connection therewith.

SECTION 11.04 *Governing Law*. This Agreement, and all disputes, claims and causes of action (whether in contract or tort) arising out of, relating to or in connection with this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, including with respect to the application of the State of Delaware's statute of limitations to any such disputes, claims or causes of action, without regard to the conflicts of law rules of such State.

SECTION 11.05 *Jurisdiction*. The Parties agree that, during the period from the date hereof until the date on which the Chapter 11 Cases are closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The Parties further agree that, following the Bankruptcy Period, any Action with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the Parties exclusively in either the United States District Court for the District of Delaware or any state court of the State of Delaware located in such district, and each of the Parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such Action (including any Proceeding) and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action (including any Proceeding) in such courts or that any such Action (including any Proceeding) which is brought in such courts has been brought in an inconvenient forum. Process in any such Action (including any Proceeding) may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the District of Delaware or any state court of the State of Delaware. Without limiting the foregoing, each Party agrees that service of process on such Party in the manner as provided in Section 11.01 for notices shall be deemed effective service of process on such Party.

SECTION 11.06 *WAIVER OF JURY TRIAL*. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSES OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR THE SUBJECT MATTER HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.06 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

SECTION 11.07 *Counterparts; Third-Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of a .pdf version (or other electronic means) of one or more signatures to this Agreement shall be deemed adequate delivery for purposes of this Agreement. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. Except as otherwise expressly

stated or referred to herein, and except for the Non-Recourse Parties under Section 11.13, no other provision of this Agreement is intended to confer upon any Person other than the Parties any rights, benefits, Proceedings or remedies hereunder.

SECTION 11.08 *Specific Performance*. It is understood and agreed by the Parties that money damages (even if available) would not be a sufficient remedy for any breach of this Agreement by Sellers or Buyer and as a consequence thereof, Sellers and Buyer shall each be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach in addition to any other remedy to which such Party may be entitled in Law or in equity, including an Order of the Bankruptcy Court or other court of competent jurisdiction requiring Buyer or Sellers, as may be applicable, to comply promptly with any of their obligations hereunder. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to show proof of actual damages or provide any bond or other security in connection with such Order.

SECTION 11.09 *Entire Agreement*. This Agreement and the other Transaction Documents (together with the Schedules and Exhibits hereto and thereto) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter. No Party to this Agreement shall be liable or bound to any other Party in any manner by any representations, warranties, covenants or agreements relating to such subject matter except as specifically set forth herein and therein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

SECTION 11.10 *No Strict Construction*. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction or any legal decision construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

SECTION 11.11 *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any

manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 11.12 *Disclosure Schedules*. The representations and warranties of Sellers set forth in this Agreement are made and given subject to the disclosures in the Disclosure Schedules. Inclusion of information in the Disclosure Schedules will not be construed as an admission that such information is material to the business, operations of condition (financial or otherwise) of Sellers or their respective businesses, in whole or in part, or as an admission of Liability or obligation of Sellers to any Person. The sections of the Disclosure Schedules have been organized for purposes of convenience in numbered sections corresponding to the sections in this Agreement; provided, however, that any disclosure in any section of the Disclosure Schedules will apply to and will be deemed to be disclosed with respect to any other representation and warranty, so long as the applicability of such disclosure is reasonably apparent on its face. It is understood and agreed that the specification of any dollar amount in the representations and warranties or covenants contained in this Agreement or the inclusion of any specific item in the Disclosure Schedules is not intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no Party or other Person shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedules in any dispute or controversy as to whether any obligation, item or matter not described in this Agreement or included in the Disclosure Schedules is or is not material for purposes of this Agreement. Nothing in this Agreement (including the Disclosure Schedules) shall be deemed an admission by either Party or any of its Affiliates, in any Proceedings, that such Party or any such Affiliate, or any third party, is or is not in breach or violation of, or in default in, the performance or observance of any term or provisions of any Contract or Law. The Disclosure Schedules and the information and disclosures contained therein are intended only to modify the representations or warranties of Sellers contained in this Agreement. Where the terms of a contract or document have been summarized or described in the Disclosure Schedules, such summary or description does not purport to be a complete statement of the material terms of such contract or document, and all such summaries and descriptions are qualified in their entirety by reference to the contract or document being summarized or described to the extent such contract or other document has been made available to Buyer prior to the date hereof.

SECTION 11.13 *No Recourse*. Notwithstanding anything in this Agreement or in any other Transaction Document, the Parties hereby acknowledge and agree on their own behalf and on behalf of their respective Affiliates that, except to the extent a Person is a named party to this Agreement, no Person, including any current, former or future director, officer, employee, incorporator, member, manager, director, partner, investor, shareholder, agent, Representative, or Affiliate of any Party (collectively, the "**Non-Recourse Parties**"), shall have any liability to the other Parties, and each Party shall have no recourse against, any Non-Recourse Party or any other Person other than the other Parties in connection with any liability, claim or cause of action arising out of, or in relation to, this Agreement or the transactions contemplated hereby (other than as set forth in another Transaction Document), whether pursuant to any attempt to pierce the corporate veil, any claims for fraud, negligence or misconduct or any other claims otherwise available or asserted at law or in equity.*Damages Limitation*. The Parties hereto expressly acknowledge and agree that no Party hereto shall have any liability under any provision of this Agreement for any

special, incidental, consequential, exemplary or punitive damages (other than (a) special, incidental or consequential damages to the extent reasonably foreseeable or awarded to a third party or (b) any punitive damages to the extent awarded to a third party) relating to the breach or alleged breach of this Agreement.

SECTION 11.15 *Disclaimer*.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 3 (AS MODIFIED BY THE DISCLOSURE SCHEDULES), EACH OF THE SELLERS HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO BUYER OR ANY AFFILIATES OR REPRESENTATIVES THEREOF (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER BY ANY SELLER OR ANY AFFILIATE THEREOF OR ANY OF THEIR RESPECTIVE MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, OR OTHER REPRESENTATIVES). EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE DISCLOSURE SCHEDULES), NONE OF THE SELLERS OR ANY OTHER PERSON MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER, ANY AFFILIATE THEREOF OR ANY OTHER PERSON REGARDING ANY SELLER OR ANY OF ITS AFFILIATES, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS, OR ANY MATTER RELATING TO ANY OF THEM, INCLUDING THEIR RESPECTIVE BUSINESS, AFFAIRS, ASSETS, LIABILITIES, FINANCIAL CONDITION OR RESULTS OF OPERATIONS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE DISCLOSURE SCHEDULES), NONE OF THE SELLERS OR ANY OF THEIR AFFILIATES, OR ANY OTHER PERSON OR ENTITY ON BEHALF OF SELLERS OR ANY OF THEIR AFFILIATES, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROJECTIONS, FORECASTS, ESTIMATES OR BUDGETS MADE AVAILABLE TO BUYER OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF THE SELLERS OR ANY OF THEIR AFFILIATES OR OF THE BUSINESS (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING ANY OF THE FOREGOING), WHETHER OR NOT INCLUDED IN ANY MANAGEMENT PRESENTATION OR IN ANY OTHER INFORMATION MADE AVAILABLE TO BUYER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OR ANY OTHER PERSON, AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 4, BUYER HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO ANY SELLER OR

ANY AFFILIATES OR REPRESENTATIVES THEREOF. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ARTICLE 4, NEITHER BUYER NOR ANY OTHER PERSON MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO ANY SELLER, ANY AFFILIATE THEREOF OR ANY OTHER PERSON REGARDING BUYER OR ANY OF ITS AFFILIATES, INCLUDING ITS BUSINESS, AFFAIRS, ASSETS, LIABILITIES, FINANCIAL CONDITION OR RESULTS OF OPERATIONS.

(c) NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 11.15 SHALL (X) IMPAIR OR AFFECT IN ANY WAY A PARTY'S ABILITY TO RELY ON THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT (AS THEY MAY BE MODIFIED BY THE DISCLOSURE SCHEDULES) OR (Y) SERVE TO LIMIT OR REDUCE IN ANY MANNER (I) THE SCOPE OF ANY OF THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ANY PARTY HEREUNDER MADE IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENT OR (II) FRAUD (AS DEFINED IN THIS AGREEMENT).

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER PARENT

DEL MONTE FOODS HOLDINGS LIMITED

By:_____
Name:
Title:

OTHER SELLERS

DEL MONTE FOODS HOLDINGS II, INC.

By:_____
Name:
Title:

DEL MONTE FOODS HOLDINGS, INC.

By:_____
Name:
Title:

DEL MONTE FOODS, INC.

By:_____
Name:
Title:

DM INTERMEDIATE CORPORATION

By:_____
Name:
Title:

DM INTERMEDIATE II CORPORATION

By:_____
Name:
Title:

DEL MONTE FOODS CORPORATION II INC.

By:_____
Name:
Title:

HI CONTINENTAL CORPORATION

By:_____
Name:
Title:

S&W FINE FOODS, INC.

By:_____
Name:
Title:

CONTADINA FOODS, INC.

By:_____
Name:
Title:

GREEN THUMB FOODS

By:_____
Name:
Title:

SAGER CREEK FOODS, INC.

By:_____
Name:
Title:

DEL MONTE MEXICO HOLDINGS LLC

By:_____
Name:
Title:

DEL MONTE VENTURES, LLC

By:_____
Name:
Title:

DEL MONTE CHILLED FRUIT SNACKS, LLC

By:_____
Name:
Title:

BUYER

PACIFIC COAST PRODUCERS

By: _____
Name:
Title: