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

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

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

ORDER (A) APPROVING THE SETTLEMENT REACHED AMONG THE MEDIATION PARTIES AND (B) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through six (6), 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.

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Upon the *Debtors' Motion for Entry of an Order (A) Approving the Settlement Reached Among the Mediation Parties Pursuant to Bankruptcy Rule 9019 and (B) Granting Related Relief* (the "**Motion**")[1] of the above-captioned debtors and debtors in possession (the "**Debtors**"), for entry of an order (this "**Order**") (a) approving the Settlement between the Debtors and the other Settlement Parties as set forth in the Settlement Term Sheet, a copy of which is attached hereto as Exhibit 1, and (b) granting related relief, all as more fully set forth in the Motion; and upon the Goulding Declaration and the Frizzley Declaration filed in support of the relief sought in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** on a basis as set forth herein.

2. The Settlement and the Settlement Term Sheet annexed hereto as **Exhibit 1**, are hereby approved on a final basis pursuant to Bankruptcy Rule 9019(a). The Settlement is fair, equitable, and reasonable, and the terms and conditions of the Settlement are incorporated into this Order as if fully set forth herein. The provisions in the Settlement concerning the DMPL Acquired Claims, DMPL Parties, and Contractual Indemnification Obligation, including such terms' definitions, shall not be modified or abridged in any way.

3. The Settlement is fair and permissible, and the allocations of value and other consideration provided for in the Settlement Term Sheet, including with respect to the GUC Cash Recovery, are approved. The distribution of the GUC Cash Recovery shall be provided for in a Chapter 11 plan for the Debtors' estates.

4. The releases of the Released Parties by the Releasing Parties as set forth in the Settlement Term Sheet are approved, and shall be incorporated into, and implemented through, the Plan.

5. The Debtors are authorized, but not directed, to take all actions necessary to immediately continue and fully implement the terms of the Settlement, and are authorized to enter into, perform, execute and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement in accordance with the terms, conditions, and agreements set forth therein.

6. All objections that have not been withdrawn, waived, settled, or specifically addressed in this Order and all reservations of rights including in any such objections, are hereby

overruled on the merits. The entry into the Settlement by the Settlement Parties is authorized and ratified, and the Settlement Parties are directed to perform all of the terms of the Settlement and take actions to implement the Settlement in accordance with the terms, conditions, and agreements set forth therein.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party

in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

8. Nothing in this Order shall be construed as modifying or terminating any stay applicable to any act, action, or proceeding pursuant to section 362 of the Bankruptcy Code, or any order entered by this Court pursuant to section 105 of the Bankruptcy Code.

9. This Order shall be binding on the Debtors, their estates and any successors or assigns, all creditors and parties-in-interest, and any trustee appointed in these Chapter 11 Cases, and any subsequent Chapter 7 case of any of the Debtors.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be immediately effective and enforceable upon entry hereof.

13. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Settlement Term Sheet

In re Del Monte Foods Corporation II Inc., et al.

THIS SETTLEMENT TERM SHEET (THE "SETTLEMENT TERM SHEET") SUMMARIZES THE TERMS OF THE SETTLEMENT (THE "SETTLEMENT") ACHIEVED IN THE MEDIATION AMONG THE DEBTORS,[1] THE AD HOC TERM LENDER GROUP (THE "AD HOC GROUP"), DEL MONTE PACIFIC LIMITED AND EACH OF ITS NON-DEBTOR SUBSIDIARIES, AFFILIATES, AND RELATED PARTIES (COLLECTIVELY, "DMPL"), AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS (THE "COMMITTEE") (EACH, RESPECTIVELY, AS DEFINED BELOW, AND, COLLECTIVELY, THE "PARTIES").

NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR PREJUDICING THE PARTIES' POSITIONS OR RIGHTS IN ANY RESPECT. THIS SETTLEMENT TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER OR SOLICITATION OF VOTES FOR OR AGAINST ANY CHAPTER 11 PLAN.

SETTLEMENT TERMS	
Implementation	The Parties shall agree to support approval of the Sale and entry of the Sale Order. The Parties shall promptly seek approval of the Settlement by the Bankruptcy Court through an order pursuant to Bankruptcy Rule 9019 (the "**9019 Order**"), with such settlement to be implemented and consummated through the Sale Order and a Chapter 11 plan (the "**Plan**"), as applicable, each of which shall contain terms reasonably acceptable to the Committee (as to terms related to the Settlement, *provided, however* that the Committee's rights to object to other provisions of the Plan in the exercise of its fiduciary duties are preserved), the Debtors, and the Ad Hoc Group. The obligations of each of the Parties hereto and the related benefits are subject in all respects to approval of the 9019 Order by the Bankruptcy Court and the incorporation and implementation of each of the terms of this Settlement that are subject to the effectiveness of the Plan in the confirmed and effective Plan.
GUC Cash Recovery	The Ad Hoc Group shall fund an indefeasible cash payment in the amount of $8,000,000 (including any interest that may accrue thereon as a result of being placed in an interest-bearing account), (the "**GUC Cash Recovery**") on the Effective Date of the Plan to be allocated solely to

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially all of the 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) Authorizing the Sale of Assets, and (VI) Granting Related Relief* [Dkt. No. 365], the agreement annexed to the *Notice of filing of Stalking Horse Purchase Agreement* (the "**Stalking Horse Asset Purchase Agreement**") [Dkt. No. 354], or the *Final 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 the Automatic Stay, and (V) Granting Related Relief* (the "**Final DIP Order**") [Dkt. No. 359], as applicable.

	general unsecured creditors, for satisfaction of general unsecured claims ("**GUCs**"). The GUC Cash Recovery shall not be subject to any offset, claim, setoff, recoupment, reduction, reallocation, surcharge, administrative expense, reclamation, disgorgement or clawback of any kind, and for the avoidance of doubt, no portion of the GUC Cash Recovery shall be used to satisfy, in whole or in part, any Deficiency Claim(s) (as defined herein) or other claim held by any Prepetition Secured Parties, any other funded-debt creditor or DMPL. The Parties shall work in good faith to establish appropriate mechanics and safeguards to govern the funding, maintenance and disbursements from the GUC Cash Recovery.
Deficiency Claim	Any deficiency claims of Prepetition Secured Parties ("**Deficiency Claims**") shall receive no recovery from the GUC Cash Recovery.
DMPL Claims	DMPL has filed approximately $164,000,000 in GUCs against the Debtors (excluding duplicate claims filed against multiple Debtors) (all claims asserted by DMPL, the "**Parent Claims**"). DMPL agrees to irrevocably waive, release and/or subordinate any recovery on account of the Parent Claims to the GUC Cash Recovery, and shall receive no recovery from the GUC Cash Recovery. For the avoidance of doubt, DMPL's agreement regarding the Parent Claims is subject in all respects to the effectiveness of the Releases contemplated herein.
DMPL Cooperation	DMPL will cooperate with the Debtors in the ongoing back-office separation and provide any necessary support for the Sale Hearing, Sale consummation, and implementation of the Settlement and Plan, in each case without incremental out-of-pocket expenditure.
Pension Liabilities	Pursuant to the Stalking Horse Asset Purchase Agreement, the Stalking Horse Bidder has agreed, at closing, to assume the Del Monte Foods Corporation II Inc. Retirement Plan and any applicable funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies, and administrative services contracts related thereto) as part of its successful bid, subject to the terms of the Stalking Horse Asset Purchase Agreement and agreed upon language in the Sale Order. Pursuant to the Multi-Business Segment APA [Dkt. No. 1007, Exh. A], Del Monte Fresh Produce Company has agreed, as part of its purchase of certain of the Debtors' assets, to assume the Del Monte Foods Corporation II Inc. Retirement Plan and any applicable funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies, and administrative services contracts related thereto), subject to the terms of the Multi-Business Segment APA and agreed upon language in the Sale Order.

	For the avoidance of doubt, all rights with respect to the terms and conditions relating to the Pension Benefit Guaranty Corporation insured pension plan and any negotiations pertaining thereto, including negotiations related to the Sale Order and the Plan are expressly reserved.
Avoidance Actions	In the event that the Stalking Horse Bidder was the Successful Bidder for the Debtors' Assets, the Stalking Horse Purchase Agreement would provide that any Avoidance Actions, including, without limitation, those arising under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or non-U.S. law, including against (i) the Prepetition Secured Parties, (ii) DMPL and its Related Parties, (iii) Black Diamond Capital Management LLC and any of its affiliates, and (iv) all other creditors, persons and entities (collectively, the "**Acquired Actions**"), shall be acquired and released as part of the Stalking Horse Bid; *provided that*, the claims against the Released Parties and in (iv) shall then be released by the Stalking Horse Bidder. Given that the Stalking Horse Bidder is not the Successful Bidder for the Debtors' assets, the Parties have agreed in good faith to implement the following treatment of avoidance actions, including, without limitation, those arising under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or non-U.S. law ("**Avoidance Actions**"): • All Avoidance Actions against (i) the Required Consenting Lenders, (ii) the Prepetition ABL Secured Parties, (iii) DMPL and its Related Parties, and (iv) Black Diamond Capital Management LLC and any of its affiliates shall be released pursuant to, and subject to, the terms of this Settlement, including in particular the DIP TL Waiver (defined below), in each case with such releases to be approved by the 9019 Order and implemented through the Plan, or by other order of the Court. • Any Avoidance Actions against all other creditors, persons and entities (collectively, the "**Other Avoidance Actions**") shall be released pursuant to the Plan, to the extent not acquired and released by any Successful Bidder. For the avoidance of doubt, trade creditors shall not be subject to prosecution of any Avoidance Actions by any Successful Bidder, and the Debtors shall retain the ability to assert Avoidance Actions solely as counterclaims or defenses to disputed Claims in the claims reconciliation process.
Excluded Real Property	Certain real property that is subject to the claims and liens of the DIP Term Loan Lenders is not included in the assets being acquired by the Successful Bidders, and shall be monetized as part of the wind-down process (the "**Excluded Real Property**").

	In exchange for the considerations from the Ad Hoc Group set forth herein, including the DIP TL Waiver and on account of the DIP Term Loan Lenders' liens on the Excluded Real Property, the Plan will provide that the Ad Hoc Group shall have the right to designate the terms of the sale of the Excluded Real Property, with the net proceeds of the sale of such Excluded Real Property to be distributed in accordance with the Final DIP Order and waterfall set forth in the Plan.
Waiver of DIP Term Loan Claims	As part of the Settlement, and subject to all terms and conditions hereof, including in exchange for (i) the treatment of Avoidance Actions and (ii) the designation rights with respect to the Excluded Real Property, including the right to receive the net proceeds from the subsequent sale(s) thereof, the Ad Hoc Group agrees to irrevocably waive or otherwise satisfy, subject to final entry of the 9019 Order, $70,000,000 of its remaining DIP Term Loan Claims (the "**DIP TL Waiver**").
Wind-Down	Cash shall be used to fund a wind-down of the Debtors (the "**Wind-Down Budget**") which amount shall be acceptable to the Ad Hoc Group and the Debtors, and which amount the Committee, the Ad Hoc Group, and the Debtors agree includes sufficient funds for payment of all allowed administrative and priority claims and all claims asserted under section 503(b)(9) of the Bankruptcy Code, and postpetition trade obligations, in each case, necessary to confirm a Plan; *provided* that any residual amount of the Wind-Down Budget following completion of the wind-down of the Debtors shall be returned to the Stalking Horse Bidder or the DIP Lenders and Prepetition Secured Parties, as applicable, through application of relevant recovery waterfalls. As part of this Settlement, the Ad Hoc Group shall cooperate with the Debtors and the Committee to confirm a Plan on terms to be agreed and otherwise consistent with the Restructuring Support Agreement, and reasonably acceptable to the Committee.
Post-Effective-Date Claims Oversight Administrator	On the Effective Date of the Plan, the Debtors shall appoint, in consultation with the Committee and the Ad Hoc Group, a Claims Oversight Administrator (the "**COA**"). The COA shall not have authority to administer or reconcile general unsecured claims but shall instead have reasonable consultation rights with respect to the Debtors' (or, post-closing, the reorganized Debtors' or purchaser's) efforts to review, reconcile, settle, or otherwise resolve general unsecured claims. The COA's role shall be limited to oversight and consultation and shall not impair or interfere with the Debtors' or the reorganized Debtors' ability to maintain ordinary-course vendor and business relationships. At the reasonable request of the COA, the Debtors or reorganized Debtors, as applicable, will provide the COA with periodic updates and information on the claims reconciliation process necessary to perform such oversight and consultation role. In addition, the Debtors shall provide the COA with

	no less than 5 days' notice of (i) any claim objection, or (ii) the proposed allowance of any claim (a) in excess of $2 million, or (b) where the disputed amount exceeds $500,000. The COA shall be entitled to payment of its reasonable fees and expenses from the GUC Cash Recovery. Subject to the foregoing, the Committee shall determine the COA's fee structure. Any unused portion of the Committee Hourly Fee Cap (defined below) shall be added to the GUC Cash Recovery.
Committee Professional Fees	All allowed fees and expenses of the Committee's professionals (to the extent consistent with the Settlement, including the Committee Hourly Fee Cap (defined below)), shall be irrevocably paid in full in cash, as such fees are approved by the Bankruptcy Court. Each of the Debtors, DMPL and the Ad Hoc Group agree that, except to the extent any request for payment deviates from the terms of the Settlement or exceeds the Committee Hourly Fee Cap (defined below), they shall not oppose any request by any of the Committee's professionals for approval, allowance and payment of any fee or expense incurred in connection with the Debtors' chapter 11 cases, subject to the Parties' review for reasonableness as required from a fiduciary perspective.
Committee Litigation Standstill	As of December 6, 2025, all litigation efforts shall be held in abeyance pending agreement to this Settlement Term Sheet. The date on which the Parties finalize agreement on this Settlement Term Sheet (the "**Litigation Standstill Date**") shall be confirmed by the Parties via email, and as of the Litigation Standstill Date, the Committee shall immediately terminate all litigation or threats of litigation against the Parties and all investigation efforts and shall not (i) challenge or oppose the Prepetition Secured Parties' rights or liens, (ii) oppose or delay the approval of the Sale to the Stalking Horse Bidder or any other successful bidder supported by the Ad Hoc Group, or (iii) take any actions inconsistent with this Settlement and the implementation thereof. The Committee's Challenge deadlines with respect to the DIP Term Loan Secured Parties, the Super-Senior Secured Parties (including, without limitation, with respect to their interest in the ABL Priority Collateral), and the Term Loan Priority Collateral shall be tolled through and including the Plan Effective Date, and such tolling shall continue until the confirmation order becomes a final, non-appealable order and the Settlement has been fully consummated. Each of the depositions that the Committee has currently scheduled shall be adjourned indefinitely until the 9019 Order is entered and becomes a final order. If the Settlement is not consummated or the confirmation order is vacated, reversed or modified in any material respect, all Committee rights,

	including Challenge Rights (with respect to the DIP Term Secured Parties, the Super-Senior Secured Parties (including, without limitation, with respect to their interest in the ABL Priority Collateral), and the Term Loan Priority Collateral), shall be automatically reinstated, without any further action by any party; *provided*, however, that upon such reinstatement, the Committee shall have no less than seventy-two (72) hours from the occurrence of such event to assert or re-assert any Challenge Rights, and any previously applicable Challenge deadline shall be deemed extended solely for that purpose.
Fee Caps	Beginning on and including December 12, 2025, the Committee's hourly professionals' fees and expenses shall be subject to an aggregate cap for all Committee hourly professionals of $500,000 (the "**Committee Hourly Fee Cap**"), *provided* that the reasonable and documented fees incurred on account of the following items (if applicable) shall be separately accounted for and shall not be subject to the Committee Hourly Fee Cap (but shall be subject to review for reasonableness): (i) litigation or discovery pursued directly against the Committee, its members or professionals, (ii) responding to efforts, if any, by any party-in-interest, including the Minority Ad Hoc Group, solely to the extent those efforts directly, materially, and adversely affect the treatment of general unsecured creditors set forth in this Settlement or implicate the Committee's good faith participation in mediation and entry into this Settlement, including but not limited to a contested hearing under Bankruptcy Rule 9019 to approve this Settlement, and any related contested matters that materially and directly affect the value or implementation of the Settlement and (iii) work performed by the Committee professionals at the reasonable request of the Debtors and the Ad Hoc Group. The Committee's investment banker, Miller Buckfire, shall not seek reimbursement for any monthly fees from January 2026 onward. For the avoidance of doubt, Miller Buckfire's full monthly fee for December 2025 shall be paid, and nothing in this Settlement shall impact or modify Miller Buckfire's "Deferred Fee," under its engagement letter except solely for the reductions expressly provided herein. Each of the investment bankers for the (i) Committee, (ii) the Debtors, and (iii) the Ad Hoc Group agree to reduce their transaction or restructuring fee (as defined pursuant to their applicable engagement letters) in amounts agreed to between the Parties (through a reduction of the fee itself or modifications to crediting mechanics).
Releases	The 9019 Order shall seek approval of broad mutual releases by the Releasing Parties of the Released Parties, including of all estate claims and causes of action, to be implemented through the Plan and effective on the Effective Date, or by other order of the Court. Notwithstanding the foregoing, and only to the extent the sale of the Debtors' Multi-Business Segment to Del Monte Fresh Produce Company closes, the Debtors'

	releases shall not include the DMPL Acquired Claims; provided, however, that the Debtors shall release all liability of the DMPL Parties for any damages, restitution, or other monetary relief, fees, or penalties (collectively, "Monetary Relief") on account of the DMPL Acquired Claims, with the exception of Monetary Relief for Contractual Indemnification Obligations.[2] The Debtors represent and warrant, as of the date of entry of the 9019 Order, that they are unaware of any existing third-party claims implicating a Contractual Indemnification Obligation. "**Released Parties**" means the Debtors, DMPL, the Ad Hoc Group and its members, the Committee and its members, each of the Consenting Lenders (as defined in the Restructuring Support Agreement), and each of such entities' respective Related Parties, each in their capacity as such, for any claims arising from the beginning of time and up to the Effective Date of the Plan. "**Releasing Parties**" means the Debtors, DMPL, the Ad Hoc Group, the Committee and its members, and each of the Consenting Lenders, each for itself and on behalf of its Related Parties and each in their capacity as such; *provided* that the Plan will also provide for standard consensual releases from creditors. "**Related Party**" means, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such person's or entity's respective heirs, executors, estates, and nominees. **"DMPL Acquired Claims"** means any claim or cause of action or remedy (except Monetary Relief as identified above) against the DMPL Parties arising out of, related to or in connection with any intellectual property or intellectual property agreement the Buyer (as defined in the FDM Sale Order)[3] is being assigned or purchasing from the Debtors as of the Closing Date (as defined in the FDM Sale Order); provided, however, DMPL Acquired Claims shall not include (x) any Avoidance Action (as defined in the FDM Sale Order) and (y) any such claim or cause of action seeking

[2] For clarity, Monetary Relief for Contractual Indemnification Obligations are included in DMPL Acquired Claims.

[3] "FDM Sale Order" means the Sale Order approving the Multi-Business Segment APA.

	recovery of the royalty payments Del Monte Foods Private Limited made to Del Monte Pacific Resources Limited prior to the Closing Date. **"DMPL Parties"** means, collectively, Del Monte Pacific Limited and each of its current and former non-Debtor subsidiaries, affiliates, controlled corporate entities under common ownership, and equity holders, and any of their successors and assigns, excluding directors and officers of any of the foregoing. For the avoidance of doubt, any and all claims, causes of action and remedies of the Releasing Parties against directors and officers of Del Monte Pacific Limited and the directors and officers of the DMPL Parties as of the Closing Date shall be released under the 9019 Settlement and are not DMPL Acquired Claims. For the further avoidance of doubt, DMPL Parties includes Del Monte Pacific Resources Limited and Forsythia Limited and their successors and assigns. **"Contractual Indemnification Obligation"** means any right in an intellectual property agreement being acquired by the Buyer (as defined in the FDM Sale Order) for indemnification from a DMPL Party on account of a third-party claim asserted against the Buyer or the Buyer's designated licensor to such intellectual property agreement.
Insider Claim Waiver	All directors/officers of the Debtors that are Released Parties shall subordinate to the GUC Recovery any prepetition general unsecured claims they may hold against any of the Debtors, except claims arising under (i) executive deferred compensation plans, (ii) supplemental executive retirement plans, (iii) severance or separation arrangements, (iv) any Court-approved KERP or KEIP, (v) the rejection of employment agreements, and (vi) any other prepetition welfare, benefit, or compensation programs (collectively, the "Permitted Insider Claims"). Other than the Permitted Insider Claims, each such individual shall subordinate to the GUC Cash Recovery all other prepetition general unsecured claims of any kind against any of the Debtors, whether known or unknown, scheduled or unscheduled, asserted or unasserted, and whether arising by contract, statute, or otherwise, including any claims for indemnification (or rejection of any indemnity agreement), contribution, advancement, or reimbursement. For the avoidance of doubt, nothing herein shall adversely affect the ability of any such individual or the Company to access and retain applicable insurance relating to such claims, and such claims are fully preserved for the purposes of asserting claims against and accessing such insurance and retaining the proceeds thereof . Notwithstanding anything to the contrary herein, no distributions from the GUC Cash Recovery shall be made to any director, officer, or other insider of the Debtors except on account of the Permitted Insider Claims.