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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE 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)

NOTICE OF FILING FIRST AMENDED PLAN SUPPLEMENT[2]

PLEASE TAKE NOTICE THAT on March 19, 2026, the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") entered an order [Docket No. 1334] (the "**Disclosure Statement Order**"), among other things, (i) authorizing the Debtors to solicit acceptances for the Debtors' Plan; (ii) conditionally approving the related Disclosure Statement; (iii) approving the solicitation materials and documents to be included in the solicitation packages (the "**Solicitation Packages**"); and (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE NOTICE THAT, as contemplated by the Disclosure Statement Order, on April 13, 2026, the Debtors filed the *Notice of Filing of Initial Plan Supplement* [Docket No. 1427] (the "**Initial Plan Supplement**").

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *First Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as amended, supplemented or otherwise modified from time to time, the "**Plan**"), or the Amended Disclosure Statement for the Plan [Docket No. 1337] (the "**Disclosure Statement**"), as applicable.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file certain documents (the "**Plan Supplement Documents**") comprising this first amended plan supplement (the "**First Amended Plan Supplement**" and together with the Initial Plan Supplement, the "**Plan Supplement**") as the exhibits attached to this notice. This First Amended Plan Supplement includes the following exhibits which each amend a previously filed Plan Supplement Document (as may be amended, modified, or supplemented from time to time):

Exhibit	Document
Exhibit B	Deferred Decision Schedule
Exhibit B-1	Redline to Deferred Decision Schedule [Docket No. 1427, Ex. A]
Exhibit G	Plan Administrator Agreement
Exhibit G-1	Redline to Plan Administrator Agreement [Docket No. 1427, Ex. G]

PLEASE TAKE FURTHER NOTICE THAT, the Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents and designations contained in the Plan Supplement are integral to, and considered part of, the Plan. The Plan Supplement has not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement will also be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE THAT certain documents, or portions thereof, contained in the Plan Supplement remain subject to continuing review and negotiation. Subject to the terms and conditions of the Plan, the Disclosure Statement Order, and the RSA, the Debtors reserve all rights to amend, revise, or supplement any document that is a part of, or add any document to, the Plan Supplement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan, the Disclosure Statement Order, or any other order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT, as set forth in the Notice of Adjournment [Docket No. 1483], the hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "**Combined Hearing**") will commence on **May 12, 2026, at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Judge Michael B. Kaplan, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608. The Combined Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Bankruptcy Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of any pleadings filed in the Chapter 11 Cases, including the Plan, the Disclosure Statement, or related documents, you may do so at no additional cost by accessing the Debtors' Chapter 11 website at https://cases.stretto.com/delmontefoods/, or by contacting Stretto, Inc., the Debtors' claims, noticing, and solicitation agent retained in the Debtors' Chapter 11 Cases, by: (i) writing to Stretto at Del Monte Foods Corporation II, Inc. et al. Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, (ii) calling Stretto at (833) 228-5497 (Domestic) or (714) 263-3709 (International), or (iii) emailing Stretto at DelMonteInquiries@stretto.com with a reference to "Del Monte Solicitation Inquiry" in the subject line. You may also obtain copies of any pleadings filed with the Bankruptcy Court by visiting PACER, at https://www.njb.uscourts.gov/, in accordance with the procedures and fees set forth therein.

[Remainder of Page Left Intentionally Blank]

Dated: May 5, 2026

/s/ Michael D. Sirota
Michael D. Sirota

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– and –

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Co-Counsel to the Debtors and
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Exhibit B

Deferred Decision Schedule

The inclusion of a contract or other agreement in the following Deferred Decision shall not constitute or be deemed a determination or admission by the Debtors and their Estates or any other party in interest that such contract or other agreement is, in fact, an Executory Contract or Unexpired Lease within the meaning of the Bankruptcy Code, and any and all rights of the Debtors, the Wind-Down Debtors, or the Plan Administrator with respect thereto are hereby reserved. Unless otherwise specified, each contract or other agreement listed herein shall include all exhibits, schedules, confirmations, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or other agreement, without respect to whether such agreement, instrument, or other document is listed herein.

Deferred Decision Schedule[1]

#	Debtor	Counterparty	Contract Description
1.	Del Monte Foods Corporation II Inc.	Americold	Warehouse Rate Agreement dated 10/01/2024
2.	Del Monte Foods Corporation II Inc.	Americold	Warehouse Rate Agreement and Addendum (Modesto, CA) – September 2025
3.	Del Monte Foods, Inc.	Americold, LLC - Allentown	Warehouse Rate Agreement dated 10/01/2024
4.	Del Monte Foods Corporation II Inc.	Americold, LLC - Allentown	Warehouse Rate Agreement and Addendum (Allentown, PA) – September 2025
5.	Del Monte Foods Corporation II Inc.	Anaplan	SaaS Subscription Agreement dated 06/28/2021
6.	Del Monte Foods, Inc.	Anaplan	SaaS Subscription Order Form dated 01/25/2023
7.	Del Monte Foods Corporation II Inc.	Anaplan	Order Schedule 7/13/2025 (Order Schedule No.: Del2025-07-01q-86145)
8.	Del Monte Foods Corporation II Inc. (as successor/assignee to Del Monte Foods, Inc.)	DELMO 11/12 (DE) LLC	Master Lease dated 10/31/1995 (Mendota, Toppenish, and Plover Warehouses)
9.			First Amendment to Lease – 1996
10.			Second Amendment to Lease – 1996
11.			Third Amendment to Lease – 1997
12.			Fourth Amendment to Lease – 2001
13.			Fifth Amendment to Lease – 2014
14.			Sixth Amendment to Lease dated 07/01/2016
15.	Del Monte Foods, Inc.	Fidelity Workplace Services LLC	Services Agreement (Savings Plan) dated 12/23/2024
16.	Del Monte Foods, Inc.	Fidelity Workplace Services LLC	Services Agreement (Saver Plan) dated 12/23/2024
17.	Del Monte Foods Corporation II Inc.	Kaiser Foundation Health Plan, Inc., Northern California Region	Fully Insured Group Health Plan dated 1/1/2026
18.	Del Monte Foods, Inc.	Iron Mountain Information Management, LLC	Affiliate / Multi-Location Agreement dated March 6, 2013, as amended from time to time, including by that certain amendment dated June 16, 2015
19.	Del Monte Foods, Inc.	Iron Mountain Information Management, LLC (f/k/a California Medical Records Storage, Inc. dba California Information Management)	Agreement for Professional Services dated March 3, 2010

[1] For the avoidance of doubt, the agreements referenced herein include any ancillary documents relating specifically to such executory contract or unexpired lease, including guaranties or assignments thereof, and any amendments, modifications, or termination agreements related thereto.

#	Debtor	Counterparty	Contract Description
20.	Del Monte Foods Corporation II Inc.	Lineage Logistics, LLC	Rate Agreement dated 01/01/2025
21.			Warehouse Rate Letter Agreement (Rochelle) dated 01/01/2025
22.	Del Monte Foods Corporation II Inc.	Marin Benefits, Inc. d/b/a Marin Benefits Administrators	Services Agreement dated 1/1/2023
23.	Del Monte Foods Corporation II Inc.	Mercer Health & Benefits LLC	Statement of Work dated 05/06/2015
24.			Amendment 1 to SOW dated 07/14/2021
25.			Amendment 2 to SOW dated 03/16/2022
26.			Amendment 3 to SOW dated 01/01/2024
27.	Del Monte Foods Corporation II Inc.	Sentinel Benefits Group, LLC	Statement of Work dated 1/1/2024
28.	Del Monte Foods Corporation II Inc.	The Prudential Insurance Company of America	Life Insurance Agreement - November 2024
29.			Life Insurance Agreement - May 2025
30.	Del Monte Foods, Inc.	United States Cold Storage of California	Warehouse Agreement dated 01/01/2021
31.			First Amendment to Warehouse Agreement dated 01/01/2023
32.			Second Amendment to Warehouse Agreement dated 01/01/2024
33.			Amendment No. 3 to Warehouse Agreement dated: 01/01/2025
34.	Del Monte Foods Corporation II Inc.	Workday	Mains Subscription Agreement dated: 01/24/2023
35.			Order Form dated 01/27/2023
36.			Order Form dated 01/24/2023

Exhibit B-1

Redline to Previously Filed Deferred Decision Schedule

Deferred Decision Schedule[1]

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1.	Del Monte Foods Corporation II Inc.	Americold	Warehouse Rate Agreement dated 10/01/2024
2.	Del Monte Foods Corporation II Inc.	Americold	Warehouse Rate Agreement and Addendum (Modesto, CA) – September 2025
3.	Del Monte Foods, Inc.	Americold, LLC - Allentown	Warehouse Rate Agreement dated 10/01/2024
4.	Del Monte Foods Corporation II Inc.	Americold, LLC - Allentown	Warehouse Rate Agreement and Addendum (Allentown, PA) – September 2025
5.	Del Monte Foods Corporation II Inc.	Anaplan	SaaS Subscription Agreement dated 06/28/2021
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7.	Del Monte Foods Corporation II Inc.	Anaplan	Order Schedule 7/13/2025 (Order Schedule No.: Del2025-07-01q-86145)
~~**8.**~~	~~Del Monte Foods, Inc.~~	~~DB Schenker Americas~~	~~Transportation Services Agreement dated 11/21/2022~~
~~**9.**~~			~~Amendment 1 to TSA dated 01/01/2023~~
~~**10.**~~			~~Amendment 2 to TSA dated 07/13/2023~~
~~**11.**~~			~~Power of Attorney for ISF Dated: 11/05/2023~~
8.	Del Monte Foods Corporation II Inc. (as successor/assignee to Del Monte Foods, Inc.)	DELMO 11/12 (DE) LLC	Master Lease dated 10/31/1995 (Mendota, Toppenish, and Plover Warehouses)
9.			First Amendment to Lease – 1996
10.			Second Amendment to Lease – 1996
11.			Third Amendment to Lease – 1997
12.			Fourth Amendment to Lease – 2001

[1] For the avoidance of doubt, the agreements referenced herein include any ancillary documents relating specifically to such executory contract or unexpired lease, including guaranties or assignments thereof, and any amendments, modifications, or termination agreements related thereto.

#	Debtor	Counterparty	Contract Description
13.			Fifth Amendment to Lease – 2014
14.			Sixth Amendment to Lease dated 07/01/2016
15.	Del Monte Foods, Inc.	Fidelity Workplace Services LLC	Services Agreement (Savings Plan) dated 12/23/2024
16.	Del Monte Foods, Inc.	Fidelity Workplace Services LLC	Services Agreement (Saver Plan) dated 12/23/2024
17.	Del Monte Foods Corporation II Inc.	Kaiser Foundation Health Plan, Inc., Northern California Region	Fully Insured Group Health Plan dated 1/1/2026
18.	Del Monte Foods ~~Corporation II~~, Inc.	~~Lagrou Properties~~Iron Mountain Information Management, LLC	~~Warehouse Lease and Warehouse~~Affiliate / Multi-Location Agreement ~~(Rochelle)~~ dated~~:~~ ~~07/01/2025~~ March 6, 2013, as amended from time to time, including by that certain amendment dated June 16, 2015
19.	Del Monte Foods, Inc.	Iron Mountain Information Management, LLC (f/k/a California Medical Records Storage, Inc. dba California Information Management)	Agreement for Professional Services dated March 3, 2010
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Embedded Excel	0
Format changes	0
Total Changes:	72

Exhibit G

Plan Administrator Agreement

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (this "**Agreement**") is made this [●] day of May, 2026 by and among Del Monte Foods Corporation II Inc. and its affiliated debtors in the Chapter 11 Cases (each a "**Debtor**" and, collectively, the "**Debtors**" or "**Wind-Down Debtors**," as applicable), F Landsberg Advisors LLC (in such capacity, the "**Plan Administrator**"), and META Advisors, LLC (in such capacity, the "**Claims Oversight Administrator**") in accordance with the *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates (With Technical Modifications)*, as the same may from time to time be amended or modified in accordance with the terms thereof (the "**Plan**").

RECITALS

WHEREAS, on July 1, 2025 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on [●], 2026, the Debtors filed the Plan with the Bankruptcy Court;

WHEREAS, the Plan contemplates that a Plan Administrator will be appointed as of the Effective Date to administer the Plan in accordance with the terms of the Plan and this Agreement and to take such other actions as may be authorized under the Plan and this Agreement;

WHEREAS, the Plan provides that the Plan Administrator will, among other things, retain, monetize, and distribute certain assets of the Wind-Down Debtors pursuant to the Waterfall Recovery set forth in the Plan;

WHEREAS, the Plan further provides that the Plan Administrator will, among other things, administer and distribute the GUC Cash Recovery for the benefit of General Unsecured Creditors as set forth in the Plan;

WHEREAS, the Plan was confirmed by the Bankruptcy Court on May [●], 2026 and became effective on [●] [●], 2026 (the "**Effective Date**");

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan; and

WHEREAS, Flavia Landsberg has been selected by the Debtors and the Ad Hoc Group, in consultation with the Committee, and has agreed to serve as the Plan Administrator in accordance with this Agreement and the Plan.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, as well as the relevant provisions of the Plan, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETIVE RULES.

Section 1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning ascribed to such terms in the Plan.

Section 1.2 Interpretive Rules. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to "Articles", "Sections", "Exhibits", and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, Exhibits, and other subdivisions of this Agreement; (b) the use of the term "including" means "including but not limited to"; and (c) the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive.

ARTICLE II
ACCEPTANCE AND APPOINTMENT; FIDUCIARY STATUS

Section 2.1 Acceptance and Appointment. Flavia Landsberg hereby (a) accepts appointment as the Plan Administrator as of the Effective Date and (b) agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, this Agreement, orders of the Bankruptcy Court, and applicable law, in each case, on and after the Effective Date. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to the Plan Administrator's position as such.

Section 2.2 Fiduciary. On and after the Effective Date, the Plan Administrator shall be sole officer of each of the Wind-Down Debtors. The Plan Administrator shall perform its obligations consistent with the Plan, this Agreement and applicable orders of the Bankruptcy Court. Pursuant to the Plan, the Plan Administrator shall act in a fiduciary capacity on behalf of the interests of all Holders of Claims and Interests that will receive distributions pursuant to the Plan.

ARTICLE III

GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 3.1 General Powers. On and after the Effective Date, subject in each instance to the terms and conditions of the Plan, the Confirmation Order and any further order of the Bankruptcy Court, the Plan Administrator shall have the following rights, powers, duties and responsibilities:

(a) Except as otherwise provided in the Plan, the Confirmation Order or in this Agreement, and subject to the oversight of the Post-Effective Date Director, the Plan Administrator shall control and exercise authority over the Wind-Down Debtors' assets, the acquisition, management and disposition thereof and the management and conduct of the affairs of the Wind-Down Debtors. The Plan Administrator will be the exclusive trustee of the assets of the Wind-Down Debtors for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the powers and authority of the Plan Administrator shall in all respects be subject to the terms of the Plan and Confirmation Order. The Plan Administrator shall execute all agreements and other documents on behalf of the Wind-Down Debtors with the signature "as Plan Administrator".

(b) The Plan Administrator shall have control over the day-to-day decisions and operations of the Wind-Down Debtors, subject to the oversight of the Post-Effective Date Director, except as specifically provided for in the Plan, the Confirmation Order or this Agreement. The Plan Administrator must obtain the Post-Effective Date Director's consent to make any payment, incur any obligation or settle any claim that exceeds (i) the related line item in the Wind-Down Budget by more than $50,000, or (ii) the corresponding amount reflected on the Wind-Down Debtors' books and records by more than $50,000.

(c) In connection with the management of the Wind-Down Debtors and implementation of the Plan on behalf of the Wind-Down Debtors and their stakeholders, the duties and powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and Wind-Down the business and affairs of the Wind-Down Debtors in accordance with the terms of the Plan and the Wind-Down Transactions Memorandum, all without the need for further order of the Bankruptcy Court, including, but not limited to:

(i) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Wind-Down Debtors and the Plan Administrator Reserve, including the authority to sell, liquidate, or otherwise dispose of any and all of the Wind-Down Debtors' Other Excluded Assets and Excluded Real Estate Assets (subject to the Excluded Real Estate Designation Rights) without any additional notice to or approval from the Bankruptcy Court;

(ii) to the extent not already established, establishing the Plan Administrator Reserve, which shall include the Wind-Down Account, the Professional Fee Escrow, and the GUC Recovery Reserve;

(iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Plan Administrator Reserve;

(iv) making distributions to Holders of Allowed Claims, including distributions from the Plan Administrator Reserve as contemplated by the Plan and hereunder;

(v) authorizing payment of unpaid Professional Fee Claims from the Professional Fee Escrow or the Wind-Down Account, as applicable, in accordance with the Plan; provided that the Plan Administrator shall promptly authorize payment of any unpaid Professional Fee Claims from the Professional Fee Escrow after the expiration of any relevant objection deadlines, once Allowed pursuant an order of the Bankruptcy Court, or once otherwise authorized to be paid;

(vi) establishing and overseeing bank accounts in the name of the Debtors and the Wind-Down Debtors, as applicable;

(vii) carrying out the Wind-Down and mergers, dissolutions, liquidations or such other similar actions to wind-up the existence, as applicable, of the Wind-Down Debtors, effectuating the transactions and actions described in the Wind-Down Transactions Memorandum and taking, and causing the Wind-Down Debtors to take, such actions as may be necessary or appropriate to implement the foregoing;

(viii) subject to the terms set forth in the Plan and herein and the consent of the Post-Effective Date Director, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary;

(ix) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors;

(x) administering and paying taxes of the Wind-Down Debtors, including filing tax returns;

(xi) representing the interests of the Wind-Down Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit;

(xii) complying with the Debtors' continuing obligations under any Sale Order and the SOTP Transaction Documents (including, for the avoidance of doubt, the Purchase Agreements and Transition Services Agreement) and causing the Wind-Down Debtors to perform all post-closing obligations of the Wind-Down Debtors under the SOTP Transaction Documents and any Sale Order;

(xiii) reviewing and, as necessary, objecting to any final fee application of any Professionals (subject to the terms of the Settlement);

(xiv) objecting to the Allowance of any Claims and reviewing, pursuing, compromising, settling, abandoning, or otherwise resolving any Retained Causes of Action (including Defensive Causes of Action) in accordance with this Plan and the Schedule of Retained Causes of Action;

(xv) determining whether to extend the Deferred Decision Deadline or whether to assume or reject any Deferred Decision Contracts;

(xvi) establishing a Disputed Claims Reserve in accordance with Article VII.I of the Plan;

(xvii) protecting and enforcing the rights to the Other Excluded Assets (including any Retained Causes of Action) vested in the Wind-Down Debtors by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

(xviii) seeking the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

(xix) withholding from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Plan Administrator has determined, based upon the advice of the Plan Administrator's agents or professionals, may be required to be withheld from such Distribution under the income tax or other Laws of the United States or of any state or political subdivision thereof;

(xx) in reliance upon the Debtors' Schedules, the official Claims Register, and the Debtors' filed lists of equity security holders, reviewing, and where appropriate, allowing or objecting to Claims and (if applicable) Interests, and supervising and administering the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtors;

(xxi) making all tax withholdings, filing tax information returns, filing and prosecuting tax refunds claims, making tax elections by and on behalf of the Debtors or the Wind-Down Debtors, and filing tax returns for the Debtors or the Wind-Down Debtors pursuant to and in accordance with the Plan, and paying taxes, if any, payable for and on behalf of the Debtors or the Wind-Down Debtors, as applicable; *provided, however*, the Plan Administrator shall not have any responsibility or personal liability in any capacity whatsoever for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the Effective Date or for any tax liability related thereto;

(xxii) abandoning or donating to a charitable organization qualifying under section 501(c)(3) of the Internal Revenue Code (the "**IRC**") any Other Excluded Assets that the Plan Administrator determines to be too impractical to distribute or of inconsequential value;

(xxiii) seeking a determination of tax liability or refund under section 505 of the Bankruptcy Code;

(xxiv) establishing reserves for taxes, assessments, and other expenses of administration of the Debtors or the Wind-Down Debtors as may be necessary and appropriate for the proper operation of matters incident to the Debtors or the Wind-Down Debtors;

(xxv) purchasing and carrying all insurance policies that the Plan Administrator deems reasonably necessary or advisable and paying all associated insurance premiums and costs;

(xxvi) undertaking all administrative functions remaining in the Chapter 11 Cases to the extent necessary to carry out the Debtors', the Wind-Down Debtors', or the Plan Administrator's duties under the Plan, including monthly and quarterly reporting and making required payments of fees to the U.S. Trustee and overseeing the closing of the Chapter 11 Cases as set forth in the Plan; and

(xxvii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Plan and this Agreement.

(d) All Cash or other property held or collected by the Wind-Down Debtors shall be used solely for the purposes contemplated by the Plan and this Agreement. For the avoidance of doubt, and subject in all respects to the Wind-Down Budget, Cash or other property held or collected by the Wind-Down Debtors may be used to satisfy any post-closing obligations of the Wind-Down Debtors under the SOTP Transaction Documents or any Sale Order.

(e) The Plan Administrator shall not authorize the Wind-Down Debtors to enter into or engage in any trade or business or use or dispose of any Other Excluded Assets in furtherance of any trade or business except to the extent reasonably necessary to, and consistent with, the purpose of the Plan and the Recovery Waterfall.

(f) From and after the Effective Date, the Plan Administrator, on behalf of the Wind-Down Debtors, shall be solely authorized, with respect to those Claims or Interests which are not Allowed hereunder or by Court order, to review, and where appropriate, Allow or object to Claims and (if applicable) Interests, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtors. Pursuant to the Plan, the Plan Administrator shall have the right to seek an order of the Bankruptcy Court extending the Claims Objection Deadline.

(g) When all Disputed Claims have become Allowed or Disallowed, all Retained Causes of Action have been pursued, settled, resolved or abandoned, and all remaining Cash has been distributed in accordance with the Plan (or the Plan Administrator otherwise determines in its reasonable business judgment that the Wind-Down Debtors lack sufficient assets and financial resources, after reasonable collection efforts, to complete its duties), the Plan Administrator (with the consent of the Post-Effective Date Director) shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules. Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Debtors shall be deemed to be dissolved without any further action by the Wind-Down Debtors, including the filing of any documents with the secretary of state for the state in which each Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Wind-Down Debtors in and withdraw the Wind-Down Debtors from applicable state(s).

Section 3.2 Pursuit and Resolution of Retained Causes of Action. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Wind-Down Debtors shall, with the consent of the Post-Effective Date Director, have the right to pursue or not to pursue, compromise or settle any dispute with respect to the Other Excluded Assets (including the Retained Causes of Action). On and after the Effective Date, the Wind-Down Debtors may, without further Bankruptcy Court approval but with the consent of the Post-Effective Date Director, commence, litigate, and settle any Retained Causes of Action or Claims relating to any Other Excluded Assets transferred to the Wind-Down Debtors or rights to payment or Claims that belong to the Debtors as of the Effective Date or are instituted by the Wind-Down Debtors on or after the Effective Date, except as otherwise expressly provided herein or in the Plan. The Wind-Down Debtors shall be entitled to enforce all defenses and counterclaims to all Claims asserted against the Debtors and their Estates, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code and including all Retained Defensive Actions. In pursuing any Claim, right, or Cause of Action, including the Retained Causes of Action and the Retained Defensive Actions, the Wind-Down Debtors shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under section 546 of the Bankruptcy Code. For the avoidance of doubt, the Plan Administrator may seek (but is not required to seek or obtain) Bankruptcy Court approval of any settlement of any Retained Causes of Action.

Section 3.3 Retention of Attorneys and Other Professionals by Plan Administrator. The Plan Administrator shall have the right, subject to the Wind-Down Budget and the consent of the Post-Effective Date Director, to retain the services of attorneys, accountants, and other Professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of its duties. The reasonable fees and expenses of such Professionals shall be paid from the Wind-Down Account upon the monthly submission of statements to the Plan Administrator to the extent set forth in the Wind-Down Budget. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business from the Wind-Down Account and shall not be subject to the approval of the Bankruptcy Court.

Section 3.4 Privileges. On the Effective Date, any attorney client privilege, work product protections, or other privilege or immunity held by any of the Debtors, including any predecessors, committee or sub-committees, or other designated Entities or Persons, to the extent that it is related to the Retained Causes of Action, shall vest in and be succeeded to by the Wind-Down Debtors. The Plan Administrator, on behalf of the Wind-Down Debtors, shall have exclusive authority to waive or not waive the Debtors' and Wind-Down Debtors' privileges in its sole discretion. For the avoidance of doubt, the Plan Administrator's receipt of such information (or the transfer of any privileged books and records provided to the Plan Administrator) shall not waive any privileges and such privileges are fully preserved.

Section 3.5 Cooperation and Access to Information.

(a) On and after the Effective Date, the Wind-Down Debtors shall maintain, or maintain access to, documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Wind-Down Debtors.

(b) Subject to the Plan, the Plan Administrator shall be permitted, in its discretion with the consent of the Post-Effective Date Director, to abandon, destroy or otherwise dispose of any books and records of the Debtors and/or Wind-Down Debtors that the Plan Administrator deems not necessary for the continued administration of the Plan or Wind-Down of the Wind-Down Debtors, or required to be retained under applicable Law, without the need for any order of the Bankruptcy Court, and shall have no liability for same.

(c) Notwithstanding anything to the contrary herein, the Claims Oversight Administrator shall have reasonable access, upon reasonable advance notice, to all books, records, and data of the Wind-Down Debtors and the Plan Administrator, in each case to the extent reasonably necessary for the Claims Oversight Administrator to perform its duties under the Plan, the Settlement, this Agreement and the Confirmation Order.

Section 3.6 Potential Conflicts. Should the Plan Administrator perceive or any party in interest assert that the Plan Administrator holds a conflict of interest with regard to the performance of any aspect of the Plan Administrator's duties under this Agreement, the issue shall first be brought to the attention of the Post-Effective Date Director, and then to the Bankruptcy Court for consideration, if bringing to the Bankruptcy Court's attention is deemed appropriate by either the Plan Administrator or the Post-Effective Date Director.

Section 3.7 Liquidating Trust. The Plan Administrator, in its discretion (subject to the terms of the Plan and with the consent of the Post-Effective Date Director), shall have the right to establish a liquidating trust to the extent the Plan Administrator determines that a liquidating trust would more efficiently wind down the Estates.

Section 3.8 Governance. The Post-Effective Date Director will oversee the Plan Administrator.

ARTICLE IV

CLAIMS OVERSIGHT ADMINISTRATOR

Section 4.1 Designation of Claims Oversight Administrator. META Advisors, LLC will serve as the Claims Oversight Administrator. Other than the rights and obligations of the Claims Oversight Administrator specifically set forth in this Agreement, the Plan, the Settlement or the Confirmation Order, the Claims Oversight Administrator shall have no duties or obligations of any kind or nature with respect to its position as such. The Plan Administrator shall have the authority to seek an order from the Bankruptcy Court replacing the Claims Oversight Administrator for Cause. The Plan Administrator shall consult in good faith with the Claims Oversight Administrator regarding all material actions relating to the reconciliation, settlement, or allowance of General Unsecured Claims as set forth herein, and shall consider in good faith the views of the Claims Oversight Administrator. If the Claims Oversight Administrator is removed or resigns, a successor Claims Oversights Administrator shall be designated promptly, but no later than fourteen (14) business days of such vacancy, by the Plan Administrator in consultation with the Committee (or following the dissolution of the Committee, former Committee counsel) and the Ad Hoc Group.

Section 4.2 Term of Service. Upon distribution of all amounts allocable to Holders of General Unsecured Claims under the Plan, the Claims Oversight Administrator shall have no further duties, responsibilities or obligations in connection with the Chapter 11 Cases or the Plan and its implementation, provided that if any appeals of the Plan or the Settlement remain pending at such time, then immediately prior to such distribution the Claims Oversight Administrator may request that the Plan Administrator escrow the monthly fees for the Claims Oversight Administrator for the estimated duration of such appeal in the GUC Recovery Reserve, and withhold from distributing such escrowed funds until the conclusion of any such appeal.

Section 4.3 Role of and Consultation with the Claims Oversight Administrator. The Claims Oversight Administrator shall not have authority to administer or reconcile General Unsecured Claims, and shall instead have reasonable consultation rights with respect to the efforts of the Plan Administrator to review, reconcile, settle, or otherwise resolve General Unsecured Claims. The Claims Oversight Administrator's role shall be limited to oversight and consultation and shall not impair or interfere with the Plan Administrator's ability to maintain ordinary-course vendor and business relationships.

(a) At the reasonable request of the Claims Oversight Administrator, the Plan Administrator will provide the Claims Oversight Administrator with regular updates and information on the Claims reconciliation process necessary to perform such oversight and consultation role.

(b) In addition, the Plan Administrator shall provide the Claims Oversight Administrator with no less than five (5) days' notice of (i) any Claim objection, or (ii) the proposed Allowance of any Claim (x) in excess of $2 million, or (y) where the disputed amount exceeds $500,000.

Section 4.4 Compensation. The Claims Oversight Administrator shall be paid its first full monthly fee on the Effective Date solely from the GUC Recovery Reserve. The Claims Oversight Administrator shall be paid its subsequent monthly fees solely from the GUC Recovery Reserve by the Plan Administrator immediately following the Claims Oversight Administrator presenting an invoice to the Plan Administrator, without the need for further order of the Bankruptcy Court or notice to any other party. The Claims Oversight Administrator shall receive no compensation from the Wind-Down Debtors on account of its role as the Claims Oversight Administrator except for reimbursement of its reasonable and documented fees and out of pocket expenses, which shall be paid solely from the GUC Recovery Reserve.

Section 4.5 Independence of the Claims Oversight Administrator. Notwithstanding anything to the contrary in this Agreement, the Plan, or the Confirmation Order, the Claims Oversight Administrator shall act independently and shall not be subject to the direction, supervision, or control of the Post-Effective Date Director, the Plan Administrator, or any other Person, except as expressly set forth herein. The Claims Oversight Administrator shall be entitled to exercise its rights and perform its obligations hereunder in its sole discretion, subject only to the limitations expressly provided in this Agreement, the Plan, and the Confirmation Order.

ARTICLE V

TERM OF SERVICE, RESIGNATION AND REMOVAL OF THE PLAN ADMINISTRATOR; APPOINTMENT OF SUCCESSOR; STANDARD OF CARE; COMPENSATION OF PLAN ADMINISTRATOR AND PROFESSIONALS

Section 5.1 Term of Service. The Plan Administrator shall serve in such capacity through the earlier of (a) the Dissolution Date and (b) the date on which a Plan Administrator resigns, is terminated, or is otherwise unable to serve.

Section 5.2 Resignation and Replacement of the Plan Administrator. The Plan Administrator may resign at any time upon 30 days' advance written notice delivered to the Wind-Down Debtors and the Bankruptcy Court; *provided*, that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, to be chosen by the Wind-Down Debtors with the approval of the Post-Effective Date Director and subject to the reasonable consent of the Ad Hoc Group. Upon any other vacancy of the Plan Administrator, a permanent or interim successor Plan Administrator shall be chosen by the Wind-Down Debtors with the approval of the Post-Effective Date Director, and subject to the reasonable consent of the Ad Hoc Group. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor Plan Administrator, and all responsibilities of the predecessor Plan Administrator relating to the Wind-Down Debtors shall be terminated.

(a) The death, incapacity, dissolution, resignation, or removal of the Plan Administrator shall not operate to terminate any agency or employment created by this Agreement or invalidate any action theretofore taken by the Plan Administrator. In the event of a vacancy by reason of death, incapacity, dissolution, resignation or removal of the Plan Administrator or

prospective vacancy by reason of resignation or removal, the Post-Effective Date Director shall appoint a successor Plan Administrator in accordance with the terms of this Agreement (including, for the avoidance of doubt, subject to the selection process and any required approvals set forth in Section 5.2 hereof) and the Wind-Down Debtors shall file a notice with the Bankruptcy Court with respect to any successor Plan Administrator.

(b) If (i) the Post-Effective Date Director has not appointed a successor Plan Administrator within thirty (30) days of the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal, or (ii) there is no person serving as the Post-Effective Date Director following the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal then, in each case of clauses (i) and (ii), the Bankruptcy Court, upon the motion of counsel to the Plan Administrator or counsel to the Wind-Down Debtors, shall approve a successor to serve as a Plan Administrator.

(c) A successor Plan Administrator, without any further act, shall become (i) vested with all the rights, powers, duties, and obligations of the Plan Administrator and (ii) the sole officer of each of the Wind-Down Debtors; *provided*, *however*, that no Plan Administrator shall be liable for the acts or omissions of any predecessor or successor Plan Administrator.

Section 5.3 Removal of Plan Administrator. The Post-Effective Date Director may remove the Plan Administrator for any reason with the reasonable consent of the Ad Hoc Group, provided that if such removal is not for Cause, the Post-Effective Date Director shall provide the Plan Administrator with thirty (30) days' advance notice of removal.

Section 5.4 Standard of Care. None of the Plan Administrator, its respective affiliates and agents, professionals engaged as provided herein, or any of their respective officers, directors and employees (collectively, the "**PA Parties**") to the fullest extent permitted by applicable law, shall be personally liable to any Person or Entity for actions taken under or pursuant to this Agreement or the Plan, except to the extent that its, his or her own acts constitutes criminal behavior, gross negligence, fraud or willful misconduct. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Plan, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors.

Section 5.5 Indemnification. The Wind-Down Debtors shall indemnify and hold harmless (a) the Plan Administrator (in its capacity as such and as sole officer of each of the Wind-Down Debtors and representative of the Estates), and (b) all professionals retained by the Wind-Down Debtors and/or the Plan Administrator, each in their capacities as such (collectively, the "**Indemnified Parties**"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to costs and expenses of investigating, analyzing and responding to claims, and attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's criminal behavior, gross negligence, fraud or willful misconduct, with respect to the Wind-Down Debtors or the implementation or administration of the Plan or this Agreement. To the extent an Indemnified Party asserts a claim for indemnification

as provided above, the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced by the Wind-Down Debtors (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined through a Final Order that such Indemnified Party is not entitled to be indemnified therefore). The indemnification provisions of the Plan or this Agreement shall remain available to and be binding upon any former Plan Administrator (or the estate of any decedent Plan Administrator) and shall survive the termination of this Agreement. The Wind-Down Debtors shall also indemnify the Claims Oversight Administrator on the terms set forth herein, provided that any fees, expenses or costs associated with such indemnification shall be payable solely from the GUC Recovery Reserve.

Section 5.6 Exculpation. None of the Indemnified Parties or the Claims Oversight Administrator (together, the "**Wind-Down Exculpated Parties**") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Wind-Down Exculpated Party's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable Law or as may arise by reason of any action, omission or error of a Wind-Down Exculpated Party, and Persons dealing or having any relationship with the Wind-Down Debtors and/or the Estates shall have recourse only to the Wind-Down Debtors' assets and shall look only to the Wind-Down Debtor's assets to satisfy any liability or other obligations incurred in carrying out the terms of the Plan and this Agreement, and the Wind-Down Exculpated Parties shall not have any personal obligation to satisfy any such liability; *provided*, *however*, that the foregoing limitations shall not apply to any acts or omissions ultimately and finally determined by a final and non-appealable order of a court of competent jurisdiction to be the direct result of such Wind-Down Exculpated Party's criminal behavior, gross negligence, fraud or willful misconduct.

None of the Wind-Down Exculpated Parties is deemed to be responsible for any other Wind-Down Exculpated Party's actions or inactions. The Exculpated Parties may, in connection with the performance of their functions hereunder and under the Plan, and in their sole and absolute discretion, consult with professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals or any order of the Bankruptcy Court. Notwithstanding such authority, such Wind-Down Exculpated Parties shall not be under any obligation to consult with any professionals and their determination not to do so shall not result in the imposition of liability, unless such determination is based upon criminal behavior, gross negligence, fraud or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction; *provided*, that in no event will any such person be liable for punitive, exemplary, consequential, or special damages under any circumstances. Any action taken or omitted to be taken by the Wind-Down Exculpated Parties after the Effective Date on the advice of counsel or with the approval of the Bankruptcy Court will conclusively be deemed not to constitute criminal behavior, gross negligence, fraud or willful misconduct. The foregoing indemnification and exculpation with respect to any Wind-Down Exculpated Party shall survive the termination of such Wind-Down

Exculpated Party from the capacity for which it was deemed indemnified and exculpated and the termination or modification of this Agreement.

No Wind-Down Exculpated Party, or any current or former officer, director, manager, member, partner, employee, agent, or representative of the Wind-Down Debtors, or the Plan Administrator, as well as the Post-Effective Date Director (collectively, the "**Wind-Down Persons**"), shall have or incur any liability to any Person or Governmental Unit for any acts or omissions (unless determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct), in connection with, or arising from, the implementation of any Wind-Down Transactions (as defined in the Wind-Down Transactions Memorandum), including without limitation, the dissolution, merger, liquidation, winding-up, or other corporate, governance, or organizational actions or transactions deemed necessary or desirable by such Wind-Down Person to effectuate, implement, or further the Wind-Down of any Debtor or the Non-Debtor Subsidiary in accordance with the Wind-Down Facilitation Order[1] and/or in furtherance of the Wind-Down, the Plan, and the Confirmation Order, including, without limitation, any failure to comply with or deviation from any otherwise applicable state or foreign corporation or limited liability company Law requirements governing dissolution, winding up, merger, the Wind-Down Transactions, or any other transactions or actions contemplated by the Plan or the Wind-Down Facilitation Order in furtherance of the Wind-Down, including, for the avoidance of doubt, under the Delaware General Corporation Law, 8 Del. C. §§ 101-398 (the "**DGCL**"), including without limitation Subchapter X of the DGCL (8 Del. C. §§ 275-283), New Jersey Business Corporation Act, N.J. Stat. Ann. § 14A:1-1 et seq. (the "**NJBCA**"), including without limitation Chapter 12 of the NJBCA (N.J. Stat. Ann. § § 14A:12-1 to 14A:12-19), California Corporations Code (the "**CCC**"), including without limitation Sections 1900 to 2011 of the CCC (Cal. Corp. Code §§ 1900-2011), and Texas Business Organization Code (the "**TBOC**"), including without limitation Chapter 11 of the TBOC (Tex. Bus. Orgs. Code §§ 11.001 et seq. All such Wind-Down Persons shall be entitled to rely conclusively on this Plan Administrator Agreement in taking or omitting to take any such actions.

Section 5.7 Limitation of Liability. The Plan Administrator shall be deemed a judicial officer for purposes of immunity from civil action. No Holder of a Claim or Interest or representative thereof shall have or pursue any Cause of Action against the Plan Administrator or the Exculpated Parties for taking any action in accordance with, or to implement the provisions of, the Plan or this Agreement, except for actions or omissions as a result of criminal behavior, willful misconduct, gross negligence, or fraud as determined by final order of a court with competent jurisdiction. All Persons and Entities shall look solely to the available funds in the Wind-Down Account for satisfaction of claims of any nature arising in connection with the affairs of the Plan Administrator or the Exculpated Parties, or for claims against the Plan Administrator or the Exculpated Parties, and there shall be no personal obligation to satisfy such liabilities. The Plan Administrator may, in connection with the performance of its functions, in its sole and absolute discretion, consult with and rely upon its attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such Persons, regardless of whether such advice

[1] *See Order Authorizing the Debtors to Undertake Certain Actions in Furtherance of the Wind-Down Process* [Docket No. 1448] (the "**Wind-Down Facilitation Order**").

or opinions were in writing. Notwithstanding such authority, the Plan Administrator shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and its determination not to do so shall not result in the imposition of liability on the Plan Administrator unless such determination is based on criminal behavior, willful misconduct, gross negligence, or fraud as determined by final order of a court with competent jurisdiction; *provided*, that in no event will the Plan Administrator be liable for punitive, exemplary, consequential, or special damages under any circumstances.

Section 5.8 Insurance. The Plan Administrator is authorized (but, except to the extent required by any of the governance documents of the Wind-Down Debtors, not required) to obtain and pay, at the expense of the Wind-Down Debtors and with funds from the Plan Administrator Account, all reasonably necessary insurance coverage for itself, the Wind-Down Debtors, and their respective agents, representatives, and employees or independent contractors, in connection with the Chapter 11 Cases and the Wind-Down of the Wind-Down Debtors (in the form of any errors and omissions policy or otherwise), including, but not limited to, coverage with respect to commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Wind-Down Debtors, which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator, in consultation with the Post-Effective Date Director, after the termination of this Agreement. The Plan Administrator shall cause the Wind-Down Debtors to comply with any insurance requirements forth in the governance documents of the Wind-Down Debtors.

Section 5.9 Burden of Proof. In any proceeding brought by the Wind-Down Debtors or any other Person with proper standing under applicable Law challenging any action, determination or failure to act of the Plan Administrator in the Plan Administrator's discharge of its duties under this Agreement, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted criminal behavior, gross negligence, fraud or willful misconduct.

Section 5.10 Reliance by the Plan Administrator. The Plan Administrator may absolutely rely on, and shall be fully protected in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that each of them, as applicable, has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of criminal behavior, gross negligence, fraud or willful misconduct in respect of the Plan Administrator's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Agreement or the Plan, the Plan Administrator, as applicable, may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Plan Administrator may consult with counsel and other professionals with respect to matters the Plan Administrator reasonably believes to be in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan

Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 5.11 Reliance by Entities Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Wind-Down Debtors shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Wind-Down Debtors, and shall have no obligation to inquire into the existence of such authority.

Section 5.12 Compensation of Plan Administrator and Professionals.

(a) The Plan Administrator shall receive fair and reasonable compensation for its services as follows:

(i) a monthly fee of $25,000 per month for the first four months following the Effective Date, and $15,000 per month thereafter. Such monthly fees shall be payable in advance of each month beginning with the first full month following the Effective Date.

(ii) The Plan Administrator will also be eligible to earn Success Fees in accordance with the below. The Success Fees shall be based on (x) proceeds from Other Excluded Assets and Excluded Real Estate realized after the Effective Date in excess of the projected amounts set forth in the Wind-Down Budget, and (y) savings on administrative and professional fee expenses realized below projected amounts in the Wind-Down Budget. The "Success Fees" shall be as follows:

(A) Realized Asset Sale Proceeds: 10% of incremental "Net Proceeds" for Other Excluded Assets and Excluded Real Estate to the extent that any Other Excluded Assets or Excluded Real Estate are realized for amounts in excess of the amounts provided for in the Wind-Down Budget. The following costs shall be deducted from the total sale proceeds to determine the amount of "Net Proceeds" applicable to the calculation of the Success Fee: (x) any transaction expenses and other similar amounts payable to any employees of or service providers to the Wind-Down Debtors or Plan Administrator, as applicable, (y) professional fees and expenses, (y) brokers' commissions or similar fees and expenses relating to the sale or other disposition of Other Excluded Assets or Excluded Real Estate, and (z) any amounts held back for indemnification obligations, specified liabilities, purchase price adjustments or contingent consideration unless and until such sale proceeds are released to the Plan Administrator. Notwithstanding anything to the contrary herein, any success fees payable to any Wind-Down consultants shall not be deducted from "Net Proceeds."

(B) Expense Savings: With respect to the net savings realized through the delta between projected administrative expenses and

professional fees, including the costs of estate employees and consultants, and actual administrative expenses and professional fees as compared to the Wind-Down Budget (x) 5% of the first $2 million in realized net savings, and (y) 10% of realized net savings in excess of the first $2 million.

(iii) The Success Fees shall be payable upon completion of the Wind-Down. No Success Fees shall be payable if the Plan Administrator is removed for Cause or if the Plan Administrator voluntarily resigns.[2] If the Plan Administrator is removed for any reason other than Cause, any Success Fees earned during their tenure shall still be payable.

(b) In addition to the fees described above, the Plan Administrator shall be entitled to reimbursement of all reasonable and documented costs and expenses.

(c) The Plan Administrator's compensation structure may be modified by agreement between the Plan Administrator and the Post-Effective Date Director, with the consent of the Ad Hoc Group.

(d) The Plan Administrator shall deliver (which may be by e-mail) reasonably detailed monthly invoices or fee statements to the Post-Effective Date Director.

(e) All professionals retained by the Wind-Down Debtors shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services.

(f) The payment of the fees and expenses of the Plan Administrator and professionals retained by the Wind-Down Debtors shall be paid from the Plan Administrator Reserve in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

(g) The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall solely be paid for with Cash from the Plan Administrator Reserve.

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[2] "**Cause**" shall mean (i) the Plan Administrator has engaged in gross negligence or misconduct in connection with the provision of the services hereunder, (ii) the Plan Administrator's breach of this Agreement, (iii) the Plan Administrator's failure or refusal to perform the services requested hereunder by the Wind-Down Debtors (other than a failure resulting from Plan Administrator's incapacity due to physical or mental illness), (iv) the Plan Administrator's commission of any act of fraud, theft, embezzlement, financial dishonesty or other willful misconduct, (v) the Plan Administrator's conviction of, or pleading guilty or *nolo contendere* to, any felony or a lesser crime involving dishonesty or moral turpitude, or (vi) the Plan Administrator's unauthorized use or disclosure of any proprietary information or trade secrets of the Wind-Down Debtors or any other party to whom the Plan Administrator owes an obligation of nondisclosure as a result of the Plan Administrator's relationship with the Wind-Down Debtors.

Section 5.13 Information and Reporting. The Plan Administrator shall file with the Bankruptcy Court post-confirmation quarterly reports when they become due. During the Wind-Down period, the Plan Administrator will file with the Bankruptcy Court on an annual basis and serve on the U.S. Trustee, the Claims Oversight Administrator, the Post-Effective Date Director and the advisors to the Ad Hoc Group, a report summarizing the distributions made to Holders of Allowed Claims pursuant to the Plan, the Other Excluded Asset Disposition(s) and the Excluded Real Estate Disposition(s) effected during such period.

ARTICLE VI

TERMINATION

Section 6.1 Termination. This Agreement shall terminate upon the occurrence of the Dissolution Date and the entry of an order by the Bankruptcy Court closing the Chapter 11 Case of the last remaining Wind-Down Debtor. All provisions of this Agreement that expressly survive by their terms shall remain in effect in accordance with their terms. All of the protective provisions contained in Article V of this Agreement shall survive the termination of this Agreement and the death, dissolution, resignation or removal, as may be applicable, of the Plan Administrator and the Exculpated Parties, and shall inure to the benefit of their respective heirs and assigns.

Section 6.2 Obligations of the Plan Administrator Upon Termination. Upon or as soon as practicable after termination of this Agreement, the Plan Administrator shall (a) file a certificate or other document with the Bankruptcy Court stating that the assets of the Wind-Down Debtors have been exhausted and final distributions of Cash have been made under the Plan; and (b) be deemed to have resigned as the sole officer of each of the Wind-Down Debtors. Upon the filing of certificate(s) described in clause (a) of the preceding sentence, the relevant Debtors and/or Wind-Down Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Wind-Down Debtors or payments to be made in connection therewith.

Section 6.3 No Other Duties or Obligations. The Plan Administrator shall have no duties or obligations under Law or otherwise except as set forth in this Agreement and pursuant to the Plan. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to the terms hereof, the Plan Administrator shall have no further duties or obligations hereunder and pursuant to the Plan.

ARTICLE VII

DISTRIBUTIONS

Section 7.1 Distributions Under the Plan. Distributions shall be made in accordance with the Plan. With respect to all payments and distributions made under the Plan, the Plan Administrator shall cause the Wind-Down Debtors to comply with all withholding and reporting requirements of any federal, state, local or foreign taxing authority and, in the event the Plan Administrator retains accountants or other professionals, shall have the right to rely on the advice of such in connection with all tax and reporting matters.

Any party entitled to receive any property or distribution under the Plan shall, upon request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator, Form W-9 or, if the payee is a foreign Person, an applicable Form W-8, unless such Person is exempt under the IRC and so notifies the Plan Administrator. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the Claim Holder fails to comply within ninety (90) days after the request, the amount of such distribution shall irrevocably revert to the Wind-Down Debtors and any Claim in respect of such distribution shall be expunged without need of further order of the Bankruptcy Court and the Holder thereof shall be forever barred from asserting such Claim against any Debtor and their respective assets and property. The Plan Administrator may, but is not required to, file a notice with the Bankruptcy Court indicating which Claims are to be expunged for failure to comply with such requests for tax information or on account of being unclaimed distributions. If such information is requested, the request shall be sent to the address provided in proofs of claim submitted or, if no such form has been provided, to the last known address for such entity provided by the Debtors to the Plan Administrator.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.2 Amendment and Waiver. This Agreement may be amended or modified by the Plan Administrator with the consent of the Post-Effective Date Director and the Ad Hoc Group in any way that is not inconsistent with the Plan or the Confirmation Order and that is necessary to implement the provisions of the Plan and to facilitate the Wind-Down or the orderly and effective liquidation of the Other Excluded Assets and maximize the value thereof (including to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes), *provided* that any such material amendments or modifications shall be filed with the Bankruptcy Court.

Section 8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

Section 8.4 Dispute Resolution. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral or other action or proceeding shall be commenced against the Plan Administrator in their official capacity as such, with respect to status, duties, powers, acts or omissions as Plan Administrator, in any forum other than the Bankruptcy Court.

Section 8.5 Severability; Validity. If any provision of this Agreement or the application thereof to any Entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Entities or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 8.6 Notices. Any notice or other communication hereunder shall be deemed given upon (a) confirmed delivery by a standard overnight carrier or when delivered by hand, or (b) the expiration of five (5) Business Days after the date mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice), and in all instances shall include a concurrent copy via e-mail to the e-mail addresses set forth below:

If to the Plan Administrator and the Wind-Down Debtors, to:

F Landsberg Advisors LLC
24 Head of Lots Rd East
Quogue, New York11942 Attn: Flavia Landsberg

With copies (which shall not constitute notice) to:

[●]

If to the Ad Hoc Group, to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com);
Jason Zachary Goldstein (jgoldstein@gibsondunn.com);
Francis Petrie (fpetrie@gibsondunn.com)

If to the Claims Oversight Administrator, to:

META Advisors, LLC
3 World Trade Center
175 Greenwich Street, 67th Floor
New York, NY 10007
Attn: James S. Carr (jcarr@kelleydrye.com);
Kristin S. Elliott (kelliott@kelleydrye.com);
Scott Cargill (scargill@kelleydrye.com)

Section 8.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 8.6 of this Agreement in the manner set forth therein. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 8.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order, whether or not such action is specified in this Agreement. In the event

that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control.

Section 8.9 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Wind-Down Debtors, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement; *provided, however*, that nothing in this Section or Article XI of the Plan shall prevent the Plan Administrator or the Wind-Down Debtors from pursuing the Retained Causes of Action in jurisdictions other than the Bankruptcy Court.

Section 8.10 Assignment. Neither this Agreement nor any of the rights, duties or obligations of any of the parties hereto may be assigned without Bankruptcy Court approval.

Section 8.11 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns, except as otherwise provided herein. No party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other parties. Any such purported assignment, transfer, hypothecation or other conveyance by any party without the prior express written consent of the other parties shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions contemplated hereby and no Entity shall be a third-party beneficiary of any of the terms and provisions of this Agreement unless specifically set forth in this Agreement. Without limiting the forgoing, and for the avoidance of doubt, (a) this Section 8.11 and Section 5.4 shall be for the benefit of and enforceable by the PA Parties as express and intended third party beneficiaries of this Agreement, (b) this Section 8.11 and Section 5.5 shall be for the benefit of and enforceable by the Exculpated Parties as express and intended third party beneficiaries of this Agreement, and (c) this Section 8.11 and Section 5.6 shall be for the benefit of and enforceable by the Exculpated Parties as express and intended third party beneficiaries of this Agreement.

Section 8.12 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This Agreement shall become effective as set forth in Section 8.13 and when each party hereto shall have received counterparts thereof signed by all the other parties hereto. Executed copies of this Agreement may be delivered by facsimile, electronic mail, PDF or other electronic means.

Section 8.13 Effective Date. This Agreement shall become effective on the Effective Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written and effective as of the Effective Date.

DEL MONTE FOODS CORPORATION II INC.

on behalf of itself and all other Debtors

By: _____

Name: _____

Title: _____

F LANDSBERG ADVISORS LLC AS PLAN ADMINISTRATOR OF THE ESTATES OF DEL MONTE FOODS CORPORATION II INC. AND ALL OTHER DEBTORS

By: _____

Name: _____

Title: _____

META ADVISORS LLC IN ITS CAPACITY AS CLAIMS OVERSIGHT ADMINISTRATOR

By: _____

Name: _____

Title: _____

Exhibit G-1

Redline to Previously Filed Plan Administrator Agreement

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (this "**Agreement**") is made this [●] day of May, 2026 by and among Del Monte Foods Corporation II Inc. and its affiliated debtors in the Chapter 11 Cases (each a "**Debtor**" and, collectively, the "**Debtors**" or "**Wind-Down Debtors**," as applicable), ~~and Flavia~~F Landsberg[1] Advisors LLC (in such capacity, the "**Plan Administrator**"), and META Advisors, LLC (in such capacity, the "**Claims Oversight Administrator**") in accordance with the ~~*[Second]*~~*First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and* ~~*its*~~*Its Debtor Affiliates (With Technical Modifications)*, as the same may from time to time be amended or modified in accordance with the terms thereof (the "**Plan**").

RECITALS

WHEREAS, on July 1, 2025 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on [●], 2026, the Debtors filed the Plan with the Bankruptcy Court;

WHEREAS, the Plan contemplates that a Plan Administrator will be appointed as of the Effective Date to administer the Plan in accordance with the terms of the Plan and this Agreement and to take such other actions as may be authorized under the Plan and this Agreement;

WHEREAS, the Plan provides that the Plan Administrator will, among other things, retain, monetize, and distribute certain assets of the Wind-Down Debtors pursuant to the Waterfall Recovery set forth in the Plan;

WHEREAS, the Plan further provides that the Plan Administrator will, among other things, administer and distribute the GUC Cash Recovery for the benefit of General Unsecured Creditors as set forth in the Plan;

WHEREAS, the Plan was confirmed by the Bankruptcy Court on May [●], 2026 and became effective on [●] [●], 2026 (the "**Effective Date**");

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan; and

WHEREAS, Flavia Landsberg has been selected by the Debtors and the Ad Hoc Group, in consultation with the Committee, and has agreed to serve as the Plan Administrator in accordance with this Agreement and the Plan.

[1] ~~Flavia Landsberg may serve as Plan Administrator in her individual capacity or through a limited liability corporation or other form of corporate entity.~~

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, as well as the relevant provisions of the Plan, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETIVE RULES.

Section 1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning ascribed to such terms in the Plan.

Section 1.2 Interpretive Rules. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to "Articles", "Sections", "Exhibits", and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, Exhibits, and other subdivisions of this Agreement; (b) the use of the term "including" means "including but not limited to"; and (c) the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive.

ARTICLE II
ACCEPTANCE AND APPOINTMENT; FIDUCIARY STATUS

Section 2.1 Acceptance and Appointment. Flavia Landsberg hereby (a) accepts appointment as the Plan Administrator as of the Effective Date and (b) agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, this Agreement, orders of the Bankruptcy Court, and applicable law, in each case, on and after the Effective Date. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to the Plan Administrator's position as such.

Section 2.2 Fiduciary. On and after the Effective Date, the Plan Administrator shall be sole officer of each of the Wind-Down Debtors. The Plan Administrator shall perform its obligations consistent with the Plan, this Agreement and applicable orders of the Bankruptcy Court. Pursuant to the Plan, the Plan Administrator shall act in a fiduciary capacity on behalf of the interests of all Holders of Claims and Interests that will receive distributions pursuant to the Plan.

ARTICLE III

GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 3.1 General Powers. On and after the Effective Date, subject in each instance to the terms and conditions of the Plan, the Confirmation Order and any further order of the Bankruptcy Court, the Plan Administrator shall have the following rights, powers, duties and responsibilities:

(a) Except as otherwise provided in the Plan, the Confirmation Order or in this Agreement, and subject to the oversight of the Post-Effective Date Director, the Plan Administrator shall control and exercise authority over the Wind-Down Debtors' assets, the acquisition, management and disposition thereof and the management and conduct of the affairs of the Wind-Down Debtors. The Plan Administrator will be the exclusive trustee of the assets of the Wind-Down Debtors for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the powers and authority of the Plan Administrator shall in all respects be subject to the terms of the Plan and Confirmation Order. The Plan Administrator shall execute all agreements and other documents on behalf of the Wind-Down Debtors with the signature "as Plan Administrator".

(b) The Plan Administrator shall have control over the day-to-day decisions and operations of the Wind-Down Debtors, subject to the oversight of the Post-Effective Date Director, except as specifically provided for in the Plan, the Confirmation Order or this Agreement. The Plan Administrator must obtain the Post-Effective Date Director's consent to make any payment, incur any obligation or settle any claim that exceeds (i) the related line item in the Wind-Down Budget by more than $50,000, or (ii) the corresponding amount reflected on the Wind-Down Debtors' books and records by more than $50,000.

(c) In connection with the management of the Wind-Down Debtors and implementation of the Plan on behalf of the Wind-Down Debtors and their stakeholders, the duties and powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and Wind-Down the business and affairs of the Wind-Down Debtors in accordance with the terms of the Plan and the Wind-Down Transactions Memorandum, all without the need for further order of the Bankruptcy Court, including, but not limited to:

(i) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Wind-Down Debtors and the Plan Administrator Reserve, including the authority to sell, liquidate, or otherwise dispose of any and all of the Wind-Down Debtors' Other Excluded Assets and Excluded Real Estate Assets (subject to the Excluded Real Estate Designation Rights) without any additional notice to or approval from the Bankruptcy Court;

(ii) to the extent not already established, establishing the Plan Administrator Reserve, which shall include the Wind-Down Account, the Professional Fee Escrow, and the GUC Recovery Reserve;

(iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Plan Administrator Reserve;

(iv) making distributions to Holders of Allowed Claims, including distributions from the Plan Administrator Reserve as contemplated by the Plan and hereunder;

(v) authorizing payment of unpaid Professional Fee Claims from the Professional Fee Escrow or the Wind-Down Account, as applicable, in accordance with the Plan; provided that the Plan Administrator shall promptly authorize payment of any unpaid Professional Fee Claims from the Professional Fee Escrow after the expiration of any relevant objection deadlines, once Allowed pursuant an order of the Bankruptcy Court, or once otherwise authorized to be paid;

(vi) establishing and overseeing bank accounts in the name of the Debtors and the Wind-Down Debtors, as applicable;

(vii) carrying out the Wind-Down and mergers, dissolutions, liquidations or such other similar actions to wind-up the existence, as applicable, of the Wind-Down Debtors, effectuating the transactions and actions described in the Wind-Down Transactions Memorandum and taking, and causing the Wind-Down Debtors to take, such actions as may be necessary or appropriate to implement the foregoing;

(viii) subject to the terms set forth in the Plan and herein and the consent of the Post-Effective Date Director, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary;

(ix) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors;

(x) administering and paying taxes of the Wind-Down Debtors, including filing tax returns;

(xi) representing the interests of the Wind-Down Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit;

(xii) complying with the Debtors' continuing obligations under any Sale Order and the SOTP Transaction Documents (including, for the avoidance of doubt, the Purchase Agreements and Transition Services Agreement) and causing the Wind-Down Debtors to perform all post-closing obligations of the Wind-Down Debtors under the SOTP Transaction Documents and any Sale Order;

(xiii) reviewing and, as necessary, objecting to any final fee application of any Professionals (subject to the terms of the Settlement);

(xiv) objecting to the Allowance of any Claims and reviewing, pursuing, compromising, settling, abandoning, or otherwise resolving any Retained Causes of Action (including Defensive Causes of Action) in accordance with this Plan and the Schedule of Retained Causes of Action;

(xv) determining whether to extend the Deferred Decision Deadline or whether to assume or reject any Deferred Decision Contracts;

(xvi) establishing a Disputed Claims Reserve in accordance with Article VII.I of the Plan;

(xvii) protecting and enforcing the rights to the Other Excluded Assets (including any Retained Causes of Action) vested in the Wind-Down Debtors by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

(xviii) seeking the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

(xix) withholding from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Plan Administrator has determined, based upon the advice of the Plan Administrator's agents or professionals, may be required to be withheld from such Distribution under the income tax or other Laws of the United States or of any state or political subdivision thereof;

(xx) in reliance upon the Debtors' Schedules, the official Claims Register, and the Debtors' filed lists of equity security holders, reviewing, and where appropriate, allowing or objecting to Claims and (if applicable) Interests, and supervising and administering the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if

applicable) Disputed Interests required to be administered by the Wind-Down Debtors;

(xxi) making all tax withholdings, filing tax information returns, filing and prosecuting tax refunds claims, making tax elections by and on behalf of the Debtors or the Wind-Down Debtors, and filing tax returns for the Debtors or the Wind-Down Debtors pursuant to and in accordance with the Plan, and paying taxes, if any, payable for and on behalf of the Debtors or the Wind-Down Debtors, as applicable; *provided, however*, the Plan Administrator shall not have any responsibility or personal liability in any capacity whatsoever for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the Effective Date or for any tax liability related thereto;

(xxii) abandoning or donating to a charitable organization qualifying under section 501(c)(3) of the Internal Revenue Code (the "**IRC**") any Other Excluded Assets that the Plan Administrator determines to be too impractical to distribute or of inconsequential value;

(xxiii) seeking a determination of tax liability or refund under section 505 of the Bankruptcy Code;

(xxiv) establishing reserves for taxes, assessments, and other expenses of administration of the Debtors or the Wind-Down Debtors as may be necessary and appropriate for the proper operation of matters incident to the Debtors or the Wind-Down Debtors;

(xxv) purchasing and carrying all insurance policies that the Plan Administrator deems reasonably necessary or advisable and paying all associated insurance premiums and costs;

(xxvi) undertaking all administrative functions remaining in the Chapter 11 Cases to the extent necessary to carry out the Debtors', the Wind-Down Debtors', or the Plan Administrator's duties under the Plan, including monthly and quarterly reporting and making required payments of fees to the U.S. Trustee and overseeing the closing of the Chapter 11 Cases as set forth in the Plan; and

(xxvii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Plan and this Agreement.

(d) All Cash or other property held or collected by the Wind-Down Debtors shall be used solely for the purposes contemplated by the Plan and this Agreement. For the avoidance of doubt, and subject in all respects to the Wind-Down Budget, Cash or other property

held or collected by the Wind-Down Debtors may be used to satisfy any post-closing obligations of the Wind-Down Debtors under the SOTP Transaction Documents or any Sale Order.

(e) The Plan Administrator shall not authorize the Wind-Down Debtors to enter into or engage in any trade or business or use or dispose of any Other Excluded Assets in furtherance of any trade or business except to the extent reasonably necessary to, and consistent with, the purpose of the Plan and the Recovery Waterfall.

(f) From and after the Effective Date, the Plan Administrator, on behalf of the Wind-Down Debtors, shall be solely authorized, with respect to those Claims or Interests which are not Allowed hereunder or by Court order, to review, and where appropriate, Allow or object to Claims and (if applicable) Interests, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtors. Pursuant to the Plan, the Plan Administrator shall have the right to seek an order of the Bankruptcy Court extending the Claims Objection Deadline.

(g) When all Disputed Claims have become Allowed or Disallowed, all Retained Causes of Action have been pursued, settled, resolved or abandoned, and all remaining Cash has been distributed in accordance with the Plan (or the Plan Administrator otherwise determines in its reasonable business judgment that the Wind-Down Debtors lack sufficient assets and financial resources, after reasonable collection efforts, to complete its duties), the Plan Administrator (with the consent of the Post-Effective Date Director) shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules. Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Debtors shall be deemed to be dissolved without any further action by the Wind-Down Debtors, including the filing of any documents with the secretary of state for the state in which each Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Wind-Down Debtors in and withdraw the Wind-Down Debtors from applicable state(s).

Section 3.2 Pursuit and Resolution of Retained Causes of Action. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Wind-Down Debtors shall, with the consent of the Post-Effective Date Director, have the right to pursue or not to pursue, compromise or settle any dispute with respect to the Other Excluded Assets (including the Retained Causes of Action). On and after the Effective Date, the Wind-Down Debtors may, without further Bankruptcy Court approval but with the consent of the Post-Effective Date Director, commence, litigate, and settle any Retained Causes of Action or Claims relating to any Other Excluded Assets transferred to the Wind-Down Debtors or rights to payment or Claims that belong to the Debtors as of the Effective Date or are instituted by the Wind-Down Debtors on or after the Effective Date, except as otherwise expressly provided herein or in the Plan. The Wind-Down Debtors shall be entitled to enforce all defenses and counterclaims to all Claims asserted against the Debtors and their Estates, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code and including all Retained Defensive Actions. In pursuing any Claim, right, or Cause of Action, including the Retained Causes of Action and the Retained Defensive

Actions, the Wind-Down Debtors shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under section 546 of the Bankruptcy Code. For the avoidance of doubt, the Plan Administrator may seek (but is not required to seek or obtain) Bankruptcy Court approval of any settlement of any Retained Causes of Action.

Section 3.3 Retention of Attorneys and Other Professionals by Plan Administrator. The Plan Administrator shall have the right, subject to the Wind-Down Budget and the consent of the Post-Effective Date Director, to retain the services of attorneys, accountants, and other Professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of its duties. The reasonable fees and expenses of such Professionals shall be paid from the Wind-Down Account upon the monthly submission of statements to the Plan Administrator to the extent set forth in the Wind-Down Budget. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business from the Wind-Down Account and shall not be subject to the approval of the Bankruptcy Court.

Section 3.4 Privileges. On the Effective Date, any attorney client privilege, work product protections, or other privilege or immunity held by any of the Debtors, including any predecessors, committee or sub-committees, or other designated Entities or Persons, to the extent that it is related to the Retained Causes of Action, shall vest in and be succeeded to by the Wind-Down Debtors. The Plan Administrator, on behalf of the Wind-Down Debtors, shall have exclusive authority to waive or not waive the Debtors' and Wind-Down Debtors' privileges in its sole discretion. For the avoidance of doubt, the Plan Administrator's receipt of such information (or the transfer of any privileged books and records provided to the Plan Administrator) shall not waive any privileges and such privileges are fully preserved.

Section 3.5 Cooperation and Access to Information.

(a) On and after the Effective Date, the Wind-Down Debtors shall maintain, or maintain access to, documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Wind-Down Debtors.

(b) Subject to the Plan, the Plan Administrator shall be permitted, in its discretion with the consent of the Post-Effective Date Director, to abandon, destroy or otherwise dispose of any books and records of the Debtors and/or Wind-Down Debtors that the Plan Administrator deems not necessary for the continued administration of the Plan or Wind-Down of the Wind-Down Debtors, or required to be retained under applicable Law, without the need for any order of the Bankruptcy Court, and shall have no liability for same.

(c) Notwithstanding anything to the contrary herein, the Claims Oversight Administrator shall have reasonable access, upon reasonable advance notice, to all books, records, and data of the Wind-Down Debtors and the Plan Administrator, in each case to the extent reasonably necessary for the Claims Oversight Administrator to perform its duties under the Plan, the Settlement, this Agreement and the Confirmation Order.

Section 3.6 Potential Conflicts. Should the Plan Administrator perceive or any party in interest assert that the Plan Administrator holds a conflict of interest with regard to the performance of any aspect of the Plan Administrator's duties under this Agreement, the issue shall first be brought to the attention of the Post-Effective Date Director, and then to the Bankruptcy Court for consideration, if bringing to the Bankruptcy Court's attention is deemed appropriate by either the Plan Administrator or the Post-Effective Date Director.

Section 3.7 Liquidating Trust. The Plan Administrator, in its discretion (subject to the terms of the Plan and with the consent of the Post-Effective Date Director), shall have the right to establish a liquidating trust to the extent the Plan Administrator determines that a liquidating trust would more efficiently wind down the Estates.

Section 3.8 Governance. The Post-Effective Date Director will oversee the Plan Administrator.

ARTICLE IV

CLAIMS OVERSIGHT ADMINISTRATOR

Section 4.1 Designation of Claims Oversight Administrator. META Advisors, LLC will serve as the Claims Oversight Administrator. Other than the rights and obligations of the Claims Oversight Administrator specifically set forth in this Agreement, the Plan, the Settlement or the Confirmation Order, the Claims Oversight Administrator shall have no duties or obligations of any kind or nature with respect to its position as such. The Plan Administrator shall have the authority to seek an order from the Bankruptcy Court replacing the Claims Oversight Administrator for Cause. The Plan Administrator shall consult in good faith with the Claims Oversight Administrator regarding all material actions relating to the reconciliation, settlement, or allowance of General Unsecured Claims as set forth herein, and shall consider in good faith the views of the Claims Oversight Administrator. If the Claims Oversight Administrator is removed or resigns, a successor Claims Oversights Administrator shall be designated promptly, but no later than fourteen (14) business days of such vacancy, by the Plan Administrator in consultation with the Committee (or following the dissolution of the Committee, former Committee counsel) and the Ad Hoc Group.

Section 4.2 Term of Service. Upon distribution of all amounts allocable to Holders of General Unsecured Claims under the Plan, the Claims Oversight Administrator shall have no further duties, responsibilities or obligations in connection with the Chapter 11 Cases or the Plan and its implementation~~.~~, provided that if any appeals of the Plan or the Settlement remain pending at such time, then immediately prior to such distribution the Claims Oversight Administrator may request that the Plan Administrator escrow the monthly fees for the Claims Oversight Administrator for the estimated duration of such appeal in the GUC Recovery Reserve, and withhold from distributing such escrowed funds until the conclusion of any such appeal.

Section 4.3 Role of and Consultation with the Claims Oversight Administrator. The Claims Oversight Administrator shall not have authority to administer or reconcile General Unsecured Claims, and shall instead have reasonable consultation rights with respect to the

efforts of the Plan Administrator to review, reconcile, settle, or otherwise resolve General Unsecured Claims. The Claims Oversight Administrator's role shall be limited to oversight and consultation and shall not impair or interfere with the Plan Administrator's ability to maintain ordinary-course vendor and business relationships.

(a) At the reasonable request of the Claims Oversight Administrator, the Plan Administrator will provide the Claims Oversight Administrator with regular updates and information on the Claims reconciliation process necessary to perform such oversight and consultation role.

(b) In addition, the Plan Administrator shall provide the Claims Oversight Administrator with no less than five (5) days' notice of (i) any Claim objection, or (ii) the proposed Allowance of any Claim (x) in excess of $2 million, or (y) where the disputed amount exceeds $500,000.

Section 4.4 ~~No~~ Compensation. The Claims Oversight Administrator shall be paid its first full monthly fee on the Effective Date solely from the GUC Recovery Reserve. The Claims Oversight Administrator shall be paid its subsequent monthly fees solely from the GUC Recovery Reserve by the Plan Administrator immediately following the Claims Oversight Administrator presenting an invoice to the Plan Administrator, without the need for further order of the Bankruptcy Court or notice to any other party. The Claims Oversight Administrator shall receive no compensation from the Wind-Down Debtors on account of its role as the Claims Oversight Administrator except for reimbursement of its reasonable and documented fees and out of pocket expenses, which shall be paid solely from the GUC Recovery Reserve.

Section 4.5 Independence of the Claims Oversight Administrator. Notwithstanding anything to the contrary in this Agreement, the Plan, or the Confirmation Order, the Claims Oversight Administrator shall act independently and shall not be subject to the direction, supervision, or control of the Post-Effective Date Director, the Plan Administrator, or any other Person, except as expressly set forth herein. The Claims Oversight Administrator shall be entitled to exercise its rights and perform its obligations hereunder in its sole discretion, subject only to the limitations expressly provided in this Agreement, the Plan, and the Confirmation Order.

ARTICLE V

TERM OF SERVICE, RESIGNATION AND REMOVAL OF THE PLAN ADMINISTRATOR; APPOINTMENT OF SUCCESSOR; STANDARD OF CARE; COMPENSATION OF PLAN ADMINISTRATOR AND PROFESSIONALS

Section 5.1 Term of Service. The Plan Administrator shall serve in such capacity through the earlier of (a) the Dissolution Date and (b) the date on which a Plan Administrator resigns, is terminated, or is otherwise unable to serve.

Section 5.2 Resignation and Replacement of the Plan Administrator. The Plan Administrator may resign at any time upon 30 days' advance written notice delivered to the

Wind-Down Debtors and the Bankruptcy Court; *provided*, that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, to be chosen by the Wind-Down Debtors with the approval of the Post-Effective Date Director and subject to the reasonable consent of the Ad Hoc Group. Upon any other vacancy of the Plan Administrator, a permanent or interim successor Plan Administrator shall be chosen by the Wind-Down Debtors with the approval of the Post-Effective Date Director, and subject to the reasonable consent of the Ad Hoc Group. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor Plan Administrator, and all responsibilities of the predecessor Plan Administrator relating to the Wind-Down Debtors shall be terminated.

(a) The death, incapacity, dissolution, resignation, or removal of the Plan Administrator shall not operate to terminate any agency or employment created by this Agreement or invalidate any action theretofore taken by the Plan Administrator. In the event of a vacancy by reason of death, incapacity, dissolution, resignation or removal of the Plan Administrator or prospective vacancy by reason of resignation or removal, the Post-Effective Date Director shall appoint a successor Plan Administrator in accordance with the terms of this Agreement (including, for the avoidance of doubt, subject to the selection process and any required approvals set forth in Section 5.2 hereof) and the Wind-Down Debtors shall file a notice with the Bankruptcy Court with respect to any successor Plan Administrator.

(b) If (i) the Post-Effective Date Director has not appointed a successor Plan Administrator within thirty (30) days of the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal, or (ii) there is no person serving as the Post-Effective Date Director following the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal then, in each case of clauses (i) and (ii), the Bankruptcy Court, upon the motion of counsel to the Plan Administrator or counsel to the Wind-Down Debtors, shall approve a successor to serve as a Plan Administrator.

(c) A successor Plan Administrator, without any further act, shall become (i) vested with all the rights, powers, duties, and obligations of the Plan Administrator and (ii) the sole officer of each of the Wind-Down Debtors; *provided*, *however*, that no Plan Administrator shall be liable for the acts or omissions of any predecessor or successor Plan Administrator.

Section 5.3 Removal of Plan Administrator. The Post-Effective Date Director may remove the Plan Administrator for any reason with the reasonable consent of the Ad Hoc Group, provided that if such removal is not for Cause, the Post-Effective Date Director shall provide the Plan Administrator with thirty (30) days' advance notice of removal.

Section 5.4 Standard of Care. None of the Plan Administrator, its respective affiliates and agents, professionals engaged as provided herein, or any of their respective officers, directors and employees (collectively, the "**PA Parties**") to the fullest extent permitted by applicable law, shall be personally liable to any Person or Entity for actions taken under or pursuant to this Agreement or the Plan, except to the extent that its, his or her own acts constitutes criminal behavior, gross negligence, fraud or willful misconduct. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Plan, the Plan

Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors.

Section 5.5 Indemnification. The Wind-Down Debtors shall indemnify and hold harmless (a) the Plan Administrator (in its capacity as such and as sole officer of each of the Wind-Down Debtors and representative of the Estates), and (b) all professionals retained by the Wind-Down Debtors and/or the Plan Administrator, each in their capacities as such (collectively, the "**Indemnified Parties**"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to costs and expenses of investigating, analyzing and responding to claims, and attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's criminal behavior, gross negligence, fraud or willful misconduct, with respect to the Wind-Down Debtors or the implementation or administration of the Plan or this Agreement. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced by the Wind-Down Debtors (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined through a Final Order that such Indemnified Party is not entitled to be indemnified therefore). The indemnification provisions of the Plan or this Agreement shall remain available to and be binding upon any former Plan Administrator (or the estate of any decedent Plan Administrator) and shall survive the termination of this Agreement. The Wind-Down Debtors shall also indemnify the Claims Oversight Administrator on the terms set forth herein, provided that any fees, expenses or costs associated with such indemnification shall be payable solely from the GUC Recovery Reserve.

Section 5.6 Exculpation. None of the Indemnified Parties or the Claims Oversight Administrator (together, the "**Wind-Down Exculpated Parties**") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the ~~Indemnified~~Wind-Down Exculpated Party's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable ~~law~~Law or as may arise by reason of any action, omission or error of ~~an~~a Wind-Down Exculpated Party, and Persons dealing or having any relationship with the Wind-Down Debtors and/or the Estates shall have recourse only to the Wind-Down Debtors' assets and shall look only to the Wind-Down Debtor's assets to satisfy any liability or other obligations incurred in carrying out the terms of the Plan and this Agreement, and the ~~Indemnified~~Wind-Down Exculpated Parties shall not have any personal obligation to satisfy any such liability; *provided*, *however*, that the foregoing limitations shall not apply to any acts or omissions ultimately and finally determined by a final and non-appealable order of a court of competent jurisdiction to be the direct result of such ~~Indemnified~~Wind-Down Exculpated Party's criminal behavior, gross negligence, fraud or willful misconduct.

~~**Section 5.6**~~ None of the ~~Indemnified~~Wind-Down Exculpated Parties is deemed to be responsible for any other ~~Indemnified~~Wind-Down Exculpated Party's actions or inactions. The ~~Indemnified~~Exculpated Parties may, in connection with the performance of their functions hereunder and under the Plan, and in their sole and absolute discretion, consult with professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals or any order of the Bankruptcy Court. Notwithstanding such authority, such ~~Indemnified~~Wind-Down Exculpated Parties shall not be under any obligation to consult with any professionals and their determination not to do so shall not result in the imposition of liability, unless such determination is based upon criminal behavior, gross negligence, fraud or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction; *provided*, that in no event will any such person be liable for punitive, exemplary, consequential, or special damages under any circumstances. Any action taken or omitted to be taken by the ~~Indemnified~~Wind-Down Exculpated Parties after the Effective Date on the advice of counsel or with the approval of the Bankruptcy Court will conclusively be deemed not to constitute criminal behavior, gross negligence, fraud or willful misconduct. The foregoing indemnification and exculpation with respect to any Wind-Down Exculpated Party shall survive the termination of such Wind-Down Exculpated Party from the capacity for which it was deemed indemnified and exculpated and the termination or modification of this Agreement.

No Wind-Down Exculpated Party, or any current or former officer, director, manager, member, partner, employee, agent, or representative of the Wind-Down Debtors, or the Plan Administrator, as well as the Post-Effective Date Director (collectively, the "**Wind-Down Persons**"), shall have or incur any liability to any Person or Governmental Unit for any acts or omissions (unless determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct), in connection with, or arising from, the implementation of any Wind-Down Transactions (as defined in the Wind-Down Transactions Memorandum), including without limitation, the dissolution, merger, liquidation, winding-up, or other corporate, governance, or organizational actions or transactions deemed necessary or desirable by such Wind-Down Person to effectuate, implement, or further the Wind-Down of any Debtor or the Non-Debtor Subsidiary in accordance with the Wind-Down Facilitation Order[1] and/or in furtherance of the Wind-Down, the Plan, and the Confirmation Order, including, without limitation, any failure to comply with or deviation from any otherwise applicable state or foreign corporation or limited liability company Law requirements governing dissolution, winding up, merger, the Wind-Down Transactions, or any other transactions or actions contemplated by the Plan or the Wind-Down Facilitation Order in furtherance of the Wind-Down, including, for the avoidance of doubt, under the Delaware General Corporation Law, 8 Del. C. §§ 101-398 (the "**DGCL**"), including without limitation Subchapter X of the DGCL (8 Del. C. §§ 275-283), New Jersey Business Corporation Act, N.J. Stat. Ann. § 14A:1-1 et seq. (the "**NJBCA**"), including without limitation Chapter 12 of the NJBCA (N.J. Stat. Ann. § § 14A:12-1 to 14A:12-19), California Corporations Code (the "**CCC**"), including without limitation Sections 1900 to 2011 of the CCC (Cal. Corp. Code §§ 1900-2011), and Texas Business Organization Code (the "**TBOC**"), including without limitation Chapter 11 of the

[1] *See Order Authorizing the Debtors to Undertake Certain Actions in Furtherance of the Wind-Down Process* [Docket No. 1448] (the "**Wind-Down Facilitation Order**").

TBOC (Tex. Bus. Orgs. Code §§ 11.001 et seq. All such Wind-Down Persons shall be entitled to rely conclusively on this Plan Administrator Agreement in taking or omitting to take any such actions.

Section 5.7 Limitation of Liability. The Plan Administrator shall be deemed a judicial officer for purposes of immunity from civil action. No Holder of a Claim or Interest or representative thereof shall have or pursue any Cause of Action against the Plan Administrator or the ~~Indemnified~~Exculpated Parties for taking any action in accordance with, or to implement the provisions of, the Plan or this Agreement, except for actions or omissions as a result of criminal behavior, willful misconduct, gross negligence, or fraud as determined by final order of a court with competent jurisdiction. All Persons and Entities shall look solely to the available funds in the Wind-Down Account for satisfaction of claims of any nature arising in connection with the affairs of the Plan Administrator or the ~~Indemnified~~Exculpated Parties, or for claims against the Plan Administrator or the ~~Indemnified~~Exculpated Parties, and there shall be no personal obligation to satisfy such liabilities. The Plan Administrator may, in connection with the performance of its functions, in its sole and absolute discretion, consult with and rely upon its attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such Persons, regardless of whether such advice or opinions were in writing. Notwithstanding such authority, the Plan Administrator shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and its determination not to do so shall not result in the imposition of liability on the Plan Administrator unless such determination is based on criminal behavior, willful misconduct, gross negligence, or fraud as determined by final order of a court with competent jurisdiction; *provided*, that in no event will the Plan Administrator be liable for punitive, exemplary, consequential, or special damages under any circumstances.

Section 5.8 Insurance. The Plan Administrator is authorized (but, except to the extent required by any of the ~~New Governance Documents~~governance documents of the Wind-Down Debtors, not required) to obtain and pay, at the expense of the Wind-Down Debtors and with funds from the Plan Administrator Account, all reasonably necessary insurance coverage for itself, the Wind-Down Debtors, and their respective agents, representatives, and employees or independent contractors, in connection with the Chapter 11 Cases and the Wind-Down of the Wind-Down Debtors (in the form of any errors and omissions policy or otherwise), including, but not limited to, coverage with respect to commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Wind-Down Debtors, which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator, in consultation with the Post-Effective Date Director, after the termination of this Agreement. The Plan Administrator shall cause the Wind-Down Debtors to comply with any insurance requirements forth in the ~~New Governance Documents~~governance documents of the Wind-Down Debtors.

Section 5.9 Burden of Proof. In any proceeding brought by the Wind-Down Debtors or any other Person with proper standing under applicable ~~law~~Law challenging any action, determination or failure to act of the Plan Administrator in the Plan Administrator's discharge of its duties under this Agreement, the Person bringing or prosecuting such proceeding shall

have the burden of proving that such determination, action or failure to act constituted criminal behavior, gross negligence, fraud or willful misconduct.

Section 5.10 Reliance by the Plan Administrator. The Plan Administrator may absolutely rely on, and shall be fully protected in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that each of them, as applicable, has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of criminal behavior, gross negligence, fraud or willful misconduct in respect of the Plan Administrator's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Agreement or the Plan, the Plan Administrator, as applicable, may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Plan Administrator may consult with counsel and other professionals with respect to matters the Plan Administrator reasonably believes to be in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 5.11 Reliance by Entities Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Wind-Down Debtors shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Wind-Down Debtors, and shall have no obligation to inquire into the existence of such authority.

Section 5.12 Compensation of Plan Administrator and Professionals.

(a) The Plan Administrator shall receive fair and reasonable compensation for its services as follows:

(i) a monthly fee of $25,000 per month for the first four months following the Effective Date, and $15,000 per month thereafter. Such monthly fees shall be payable in advance of each month beginning with the first full month following the Effective Date.

(ii) The Plan Administrator will also be eligible to earn Success Fees in accordance with the below. The Success Fees shall be based on (x) proceeds from Other Excluded Assets and Excluded Real Estate realized after the Effective Date in excess of the projected amounts set forth in the Wind-Down Budget, and (y) savings on administrative and

professional fee expenses realized below projected amounts in the Wind-Down Budget. The "Success Fees" shall be as follows:

(A) Realized Asset Sale Proceeds: ~~[●]~~10% of incremental "Net Proceeds" for Other Excluded Assets and Excluded Real Estate to the extent that any Other Excluded Assets or Excluded Real Estate are realized for amounts in excess of the amounts provided for in the Wind-Down Budget. The following costs shall be deducted from the total sale proceeds to determine the amount of "Net Proceeds" applicable to the calculation of the Success Fee: (x) any transaction expenses and other similar amounts payable to any employees of or service providers to the Wind-Down Debtors or Plan Administrator, as applicable, (y) professional fees and expenses, (y) brokers' commissions or similar fees and expenses relating to the sale or other disposition of Other Excluded Assets or Excluded Real Estate, and (z) any amounts held back for indemnification obligations, specified liabilities, purchase price adjustments or contingent consideration unless and until such sale proceeds are released to the Plan Administrator. Notwithstanding anything to the contrary herein, any success fees payable to any Wind-Down consultants shall not be deducted from "Net Proceeds."

(B) Expense Savings: With respect to the net savings realized through the delta between projected administrative expenses and professional fees, including the costs of estate employees and consultants, and actual administrative expenses and professional fees as compared to the Wind-Down Budget (x) ~~[●]~~5% of the first $2 million in realized net savings, and (y) ~~[●]~~10% of realized net savings in excess of the first $2 million.

(iii) The Success Fees shall be payable upon completion of the Wind-Down. No Success Fees shall be payable if the Plan Administrator is removed for Cause or if the Plan Administrator voluntarily resigns.[2] If the Plan Administrator is removed for any reason other than Cause, any Success Fees earned during their tenure shall still be payable.

[2] "**Cause**" shall mean (i) the Plan Administrator has engaged in gross negligence or misconduct in connection with the provision of the services hereunder, (ii) the Plan Administrator's breach of this Agreement, (iii) the Plan Administrator's failure or refusal to perform the services requested hereunder by the Wind-Down Debtors (other than a failure resulting from Plan Administrator's incapacity due to physical or mental illness), (iv) the Plan Administrator's commission of any act of fraud, theft, embezzlement, financial dishonesty or other willful misconduct, (v) the Plan Administrator's conviction of, or pleading guilty or *nolo contendere* to, any felony or a lesser crime involving dishonesty or moral turpitude, or (vi) the Plan Administrator's unauthorized use or disclosure of any proprietary information or trade secrets of the Wind-Down Debtors or any other party to whom the Plan Administrator owes an obligation of nondisclosure as a result of the Plan Administrator's relationship with the Wind-Down Debtors.

(b) In addition to the fees described above, the Plan Administrator shall be entitled to reimbursement of all reasonable and documented costs and expenses.

(c) The Plan Administrator's compensation structure may be modified by agreement between the Plan Administrator and the Post-Effective Date Director, with the consent of the Ad Hoc Group.

(d) The Plan Administrator shall deliver (which may be by ~~electronic mail~~e-mail) reasonably detailed monthly invoices or fee statements to the Post-Effective Date Director.

(e) All professionals retained by the Wind-Down Debtors shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services.

(f) The payment of the fees and expenses of the Plan Administrator and professionals retained by the Wind-Down Debtors shall be paid from the Plan Administrator Reserve in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

(g) The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall solely be paid for with Cash from the Plan Administrator Reserve.

Section 5.13 Information and Reporting. The Plan Administrator shall file with the Bankruptcy Court post-confirmation quarterly reports when they become due. During the Wind-Down period, the Plan Administrator will file with the Bankruptcy Court on an annual basis and serve on the U.S. Trustee, the Claims Oversight Administrator, the Post-Effective Date Director and the advisors to the Ad Hoc Group, a report summarizing the distributions made to Holders of Allowed Claims pursuant to the Plan, the Other Excluded Asset Disposition(s) and the Excluded Real Estate Disposition(s) effected during such period.

ARTICLE VI

TERMINATION

Section 6.1 Termination. This Agreement shall terminate upon the occurrence of the Dissolution Date and the entry of an order by the Bankruptcy Court closing the Chapter 11 Case of the last remaining Wind-Down Debtor. All provisions of this Agreement that expressly survive by their terms shall remain in effect in accordance with their terms. All of the protective provisions contained in Article V of this Agreement shall survive the termination of this Agreement and the death, dissolution, resignation or removal, as may be applicable, of the Plan Administrator and the ~~Indemnified~~Exculpated Parties, and shall inure to the benefit of their respective heirs and assigns.

Section 6.2 Obligations of the Plan Administrator Upon Termination. Upon or as soon as practicable after termination of this Agreement, the Plan Administrator shall (a) file a certificate or other document with the Bankruptcy Court stating that the assets of the Wind-Down Debtors have been exhausted and final distributions of Cash have been made under the Plan; and (b) be deemed to have resigned as the sole officer of each of the Wind-Down Debtors. Upon the filing of certificate(s) described in clause (a) of the preceding sentence, the relevant Debtors and/or Wind-Down Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Wind-Down Debtors or payments to be made in connection therewith.

Section 6.3 No Other Duties or Obligations. The Plan Administrator shall have no duties or obligations under ~~law~~Law or otherwise except as set forth in this Agreement and pursuant to the Plan. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to the terms hereof, the Plan Administrator shall have no further duties or obligations hereunder and pursuant to the Plan.

ARTICLE VII

DISTRIBUTIONS

Section 7.1 Distributions Under the Plan. Distributions shall be made in accordance with the Plan. With respect to all payments and distributions made under the Plan, the Plan Administrator shall cause the Wind-Down Debtors to comply with all withholding and reporting requirements of any federal, state, local or foreign taxing authority and, in the event the Plan Administrator retains accountants or other professionals, shall have the right to rely on the advice of such in connection with all tax and reporting matters.

Any party entitled to receive any property or distribution under the Plan shall, upon request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator, Form W-9 or, if the payee is a foreign Person, an applicable Form W-8, unless such Person is exempt under the IRC and so notifies the Plan Administrator. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the Claim Holder fails to comply within ninety (90) days after the request, the amount of such distribution shall irrevocably revert to the Wind-Down Debtors and any Claim in respect of such distribution shall be expunged without need of further order of the Bankruptcy Court and the Holder thereof shall be forever barred from asserting such Claim against any Debtor and their respective assets and property. The Plan Administrator may, but is not required to, file a notice with the Bankruptcy Court indicating which Claims are to be expunged for failure to comply with such requests for tax information or on account of being unclaimed distributions. If such information is requested, the request shall be sent to the address provided in proofs of claim submitted or, if no such form has been provided, to the last known address for such entity provided by the Debtors to the Plan Administrator.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.2 Amendment and Waiver. This Agreement may be amended or modified by the Plan Administrator with the consent of the Post-Effective Date Director and the Ad Hoc Group in any way that is not inconsistent with the Plan or the Confirmation Order and that is necessary to implement the provisions of the Plan and to facilitate the Wind-Down or the orderly and effective liquidation of the Other Excluded Assets and maximize the value thereof (including to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes), *provided* that any such material amendments or modifications shall be filed with the Bankruptcy Court.

Section 8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

Section 8.4 Dispute Resolution. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral or other action or proceeding shall be commenced against the Plan Administrator in their official capacity as such, with respect to status, duties, powers, acts or omissions as Plan Administrator, in any forum other than the Bankruptcy Court.

Section 8.5 Severability; Validity. If any provision of this Agreement or the application thereof to any Entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Entities or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 8.6 Notices. Any notice or other communication hereunder shall be deemed given upon (a) confirmed delivery by a standard overnight carrier or when delivered by hand, or (b) the expiration of five (5) Business Days after the date mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice), and in all instances shall include a concurrent copy via e-mail to the e-mail addresses set forth below:

If to the Plan Administrator and the Wind-Down Debtors, to:

~~[]~~
F Landsberg Advisors LLC
24 Head of Lots Rd East
Quogue, New York11942 Attn: Flavia Landsberg

~~If to the Ad Hoc Group, to:~~

~~[]~~

With copies (which shall not constitute

notice) to:

[●]

If to the Ad Hoc Group, to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com);
Jason Zachary Goldstein (jgoldstein@gibsondunn.com);
Francis Petrie (fpetrie@gibsondunn.com)

If to the Claims Oversight Administrator, to:

META Advisors, LLC
3 World Trade Center
175 Greenwich Street, 67th Floor
New York, NY 10007
Attn: James S. Carr (jcarr@kelleydrye.com);
Kristin S. Elliott (kelliott@kelleydrye.com);
~~[]~~Scott Cargill (scargill@kelleydrye.com)

Section 8.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 8.6 of this Agreement in the manner set forth therein. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 8.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order, whether or not such action is specified in this Agreement. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control.

Section 8.9 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Wind-Down Debtors, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement; *provided, however*, that nothing in this Section or Article XI of the Plan shall prevent the Plan Administrator or the Wind-Down Debtors from pursuing the Retained Causes of Action in jurisdictions other than the Bankruptcy Court.

Section 8.10 Assignment. Neither this Agreement nor any of the rights, duties or obligations of any of the parties hereto may be assigned without Bankruptcy Court approval.

Section 8.11 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns, except as otherwise provided herein. No party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other parties. Any such purported assignment, transfer, hypothecation or other conveyance by any party without the prior express written consent of the other parties shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions contemplated hereby and no Entity shall be a third-party beneficiary of any of the terms and provisions of this Agreement unless specifically set forth in this Agreement. Without limiting the forgoing, and for the avoidance of doubt, (a) this Section 8.11 and Section 5.4 shall be for the benefit of and enforceable by the PA Parties as express and intended third party beneficiaries of this Agreement, (b) this Section 8.11 and Section 5.5 shall be for the benefit of and enforceable by the ~~Indemnified~~Exculpated Parties as express and intended third party beneficiaries of this Agreement, and (c) this Section 8.11 and Section 5.6 shall be for the benefit of and enforceable by the Exculpated Parties as express and intended third party beneficiaries of this Agreement.

Section 8.12 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This Agreement shall become effective as set forth in Section ~~[~~8.13~~]~~ and when each party hereto shall have received counterparts thereof signed by all the other parties hereto. Executed copies of this Agreement may be delivered by facsimile, electronic mail, PDF or other electronic means.

Section 8.13 Effective Date. This Agreement shall become effective on the Effective Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written and effective as of the Effective Date.

DEL MONTE FOODS CORPORATION II INC.

on behalf of itself and all other Debtors

By: _____

Name: _____

Title: _____

FLAVIA LANDSBERG AS PLAN
ADMINISTRATOR OF THE ESTATES OF
DEL MONTE FOODS CORPORATION II INC.
AND ALL OTHER DEBTORS

By: _____

Name: _____

Title: _____

META ADVISORS LLC IN ITS CAPACITY AS
CLAIMS OVERSIGHT ADMINISTRATOR

By: _____

Name: _____

Title: _____

Summary report: **Litera Compare for Word 11.11.0.158 Document comparison done on 05/05/2026 7:42:54 PM**	
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Embedded Excel	0
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