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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 REVISED PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE DISCLOSURE STATEMENT AND (II) CONFIRMING THE JOINT CHAPTER 11 PLAN OF DEL MONTE FOODS CORPORATION II INC. AND ITS DEBTOR AFFILIATES[2]

PLEASE TAKE NOTICE THAT on March 19, 2026, the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") entered the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 1334].

PLEASE TAKE FURTHER NOTICE THAT, on March 19, 2026, the Debtors filed the solicitation versions of the (i) *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as may be modified, amended, or supplemented from time to time, the "**Plan**"), and (ii) *Amended Disclosure Statement to the First*

[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 Plan or the Disclosure Statement (each as defined below), as applicable.

Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates dated March 19, 2026 [Docket No. 1337] (the "**Disclosure Statement**").

PLEASE TAKE FURTHER NOTICE THAT 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 in connection with the Combined Hearing, the Debtors filed proposed *Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement and (II) Confirming the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1469] (the "**Proposed Confirmation Order**").

PLEASE TAKE FURTHER NOTICE THAT, in advance of the Combined Hearing the Debtors hereby file revised proposed *Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement and (II) Confirming the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* (the "**Revised Proposed Confirmation Order**").

PLEASE TAKE FURTHER NOTICE THAT (i) the Revised Proposed Confirmation Order is attached hereto as **Exhibit A** and (ii) a redline of the Revised Proposed Confirmation Order marked against the Proposed Confirmation Order filed is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE THAT the Proposed Confirmation Order remains subject to continuing review and negotiation.

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.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.
IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, YOU ARE ADVISED TO CONSULT WITH YOUR COUNSEL.

Dated: May 11, 2026

/s/ Michael D. Sirota

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**Admitted Pro Hac Vice*

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Exhibit A

Revised Proposed Confirmation Order

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

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

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE AMENDED DISCLOSURE STATEMENT AND (II) CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF DEL MONTE FOODS CORPORATION II INC. AND ITS DEBTOR AFFILIATES (WITH TECHNICAL MODIFICATIONS)

The relief set forth on the following pages, numbered three (3) through sixty-eight (68) is **ORDERED**.

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

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

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Co-Counsel to the Debtors and
Debtors in Possession

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") having:[2]

a. commenced, on July 1, 2025 (the "**Petition Date**"), these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

b. filed, on July 2, 2025, the *Declaration of Jonathan Goulding, as Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 19];

c. obtained, on August 12, 2025, entry of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay, and (V) Granting Related Relief* [Docket No. 359], authorizing, among other things, the Debtors to enter into the DIP Facilities and use Cash Collateral (each as defined therein);

d. obtained, on August 13, 2025, entry of the *Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into the Stalking Horse Purchase Agreement, (III) Scheduling an Auction and Sale Hearing, (IV) Approving the Form and Manner of Notice Thereof, (V) Authorizing the Sale of Assets, and (VI) Granting Related Relief* [Docket No. 365], approving, among other things, certain procedures for bidding on all or substantially all of the Debtors' assets;

e. obtained, on September 25, 2025, entry of the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 562] (the "**Bar Date Order**");

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2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan (including the Plan Supplement), the Disclosure Statement, or the Bankruptcy Code (each as defined herein), as applicable. The rules of interpretation set forth in Article I of the Plan shall apply to this Confirmation Order.

f. obtained, on February 6, 2026, a bench ruling from the Bankruptcy Court (the "**Bench Ruling**") [Docket No. 1182, Hr'g Tr. 9:25–33:19], granting the Debtors' motion (the "**Settlement Motion**") to approve the settlement (the "**Settlement**") reached among the Debtors, the Committee, the Ad Hoc Group, and DMPL, following a two-day evidentiary hearing beginning on January 28, 2026 and concluding on January 29, 2026 on the Settlement Motion;

g. obtained, on February 20, 2026, entry of the Sale Orders approving the SOTP Transactions for the sale of substantially all of the Debtors' assets [Docket Nos. 1208–1210], the closing of which occurred on March 19, 2026 [Docket No. 1338];

h. obtained, on February 20, 2026, entry of the *Order (A) Approving the Settlement Reached Among the Mediation Parties and (B) Granting Related Relief* [Docket No. 1211] (the "**Settlement Order**") approving the Settlement upon the terms set forth in the term sheet attached to the Settlement Order as Exhibit A;

i. filed, on February 25, 2026, each of the (i) *Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1229], (ii) *Disclosure Statement to the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1230], and (iii) *Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 1232] (the "**Disclosure Statement Motion**");

j. filed, on March 16, 2026, the (i) *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1315], and (ii) *Amended Disclosure Statement to the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1316];

k. obtained, on March 18, 2026, the further *Order Extending the Debtors' Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof* [Docket No. 1326];

l. obtained, on March 19, 2026, entry of the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 1334] (the "**Disclosure Statement Order**"), following a hearing

(the "**Disclosure Statement Hearing**") which, among other things: (A) approved the Disclosure Statement (defined herein) on an interim basis; (B) approved all key dates and deadlines set forth therein, including scheduling a combined hearing on final approval of the Disclosure Statement and confirmation of the Plan (defined herein) (the "**Combined Hearing**"); and (C) approved the voting and solicitation procedures (the "**Solicitation & Voting Procedures**"), the forms of ballots (the "**Ballots**"), and certain other notices and related materials (the foregoing materials, together with the Disclosure Statement and the Plan, collectively, the "**Solicitation Package**");

m. filed, on March 19, 2026, the solicitation versions of the (i) *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as may be modified, amended, or supplemented from time to time, including by the *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates (With Technical Modifications)* [Docket No. 1502, Exhibit A], the "**Plan**"), and (ii) *Amended Disclosure Statement to the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* dated March 19, 2026 [Docket No. 1337] (the "**Disclosure Statement**");

n. caused, on March 26, 2026, the Solicitation Packages, notice of the Combined Hearing (the "**Combined Hearing Notice**") [Docket No. 1364], the non-voting status for the Non-Voting Classes (the "**Non-Voting Notice**"), with each Ballot and Non-Voting Notice containing a form to voluntarily opt-out of the Third-Party Release (defined herein) (the "**Opt-Out Form**"), to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "**Local Rules**"), as evidenced by, among other things, the *Certificate of Mailing* [Docket No. 1362] (the "**Solicitation Certificate of Service**");

o. filed, on April 13, 2026, the *Notice of Filing of Initial Plan Supplement* [Docket No. 1427] (the "**Initial Plan Supplement**" and, as may be amended, supplemented or otherwise modified from time to time in accordance with the Plan, including by the *Notice of Filing of First Amended Plan Supplement* [Docket No. 1503], the "**Plan Supplement**," which shall be incorporated into and a part of the Plan);

p. obtained, on April 16, 2026, entry of the *Order Authorizing the Debtors to Undertake Certain Actions in Furtherance of the Wind-Down Process* [Docket No. 1448] (the "**Wind-Down Facilitation Order**");

q. filed, on April 25, 2026, a proposed form of this Confirmation Order [Docket No. 1469];

r. filed, on April 28, 2026, the *Declaration of Jonathan Goulding, Chief Restructuring Officer of the Debtors, in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1477] (the "**Goulding Declaration**");

s. filed, on April 28, 2026, the *Declaration of Leticia Sanchez on behalf of Stretto, Inc. Regarding the Solicitation and Tabulation of Votes on the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1479] (together with all exhibits attached thereto, the "**Voting Declaration**" and, together with the Goulding Declaration, the "**Declarations**");

t. caused, on April 29, 2026, the *Notice of Adjournment of Combined Hearing to Consider Final Approval of the Disclosure Statement and Confirmation of the Plan* [Docket No. 1483] to be served on all parties entitled to notice; and

u. filed, on May 6, 2026, the *Debtors' Memorandum of Law in Support of (I) Approval of the Adequacy of the Debtors' Disclosure Statement and (II) Confirmation of the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtors Affiliates* [Docket No. 1507] (the "**Confirmation Brief**").

THE BANKRUPTCY COURT HAVING:

a. established April 23, 2026, by 4:00 p.m. (prevailing Eastern Time), as the deadline for (i) (a) voting on the Plan and (b) opting out of the Third-Party Release contained in the Plan (the "**Voting & Opt-Out Deadline**") and (ii) parties to serve a final list of witnesses and exhibits they intend to offer at the Combined Hearing;

b. established April 28, 2026, by 5:00 p.m. (prevailing Eastern Time), as the deadline for (i) Filing objections to the adequacy of the Disclosure Statement and/or Confirmation and (ii) parties to submit written declarations of any witnesses they intend to present as evidence at the Combined Hearing;

c. established April 30, 2026, by 4:00 p.m. (prevailing Eastern Time), as the deadline for serving objections to any party's final witness and exhibit lists;

d. established May 6, 2026, by 1:00 p.m. (prevailing Eastern Time), as the deadline for (i) the Debtors to File their brief in support of Confirmation and (ii) parties to

File a reply to any objections to the adequacy of the Disclosure Statement and/or Confirmation;

e. initially set May 7, 2026, at 11:30 a.m. (prevailing Eastern Time), as was later rescheduled to May 12, 2026, at 10:00 a.m. (prevailing Eastern Time), as the date and time for the Combined Hearing, pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Disclosure Statement Order;

f. reviewed the (i) the Plan (including the Plan Supplement and the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan); (ii) the Disclosure Statement; (iii) the Disclosure Statement Motion; (iv) the Disclosure Statement Order; (v) the Plan Supplement; (vi) the Confirmation Brief; (vii) the Declarations; (viii) the Combined Hearing Notice; (ix) the Solicitation Package, the Solicitation & Voting Procedures, the Ballots, the Non-Voting Notices, and the Opt-Out Forms; and (x) all Filed pleadings, exhibits, declarations, affidavits, statements, responses, and other remarks regarding final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, joinders, statements, and reservations of rights;

g. held the Combined Hearing on May 12, 2026;

h. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;

i. considered all oral representations, testimony, documents, filings, exhibits, and other evidence regarding approval of the Disclosure Statement and Confirmation;

j. overruled (i) any and all objections to the Plan, to Confirmation, and to final approval of the Disclosure Statement, except as otherwise stated herein or indicated on the record, and (ii) all statements, joinders, and reservations of rights not consensually resolved, agreed to, adjourned, or withdrawn unless otherwise indicated; and

k. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Bankruptcy Court that the Combined Hearing Notice and the opportunity for any party in interest to object to final approval of the Disclosure Statement and Confirmation have been adequate and appropriate as to all parties affected or to be

affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents Filed in support of final approval of the Disclosure Statement and Confirmation and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court makes and issues the following findings of fact and conclusions of Law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth (a) in this Confirmation Order, (b) in the Settlement Order and the Bench Ruling, and (c) on the record at the Combined Hearing constitute the Bankruptcy Court's findings of fact and conclusions of Law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. All findings of fact and conclusions of Law announced by the Bankruptcy Court at the Combined Hearing in relation to final approval of the Disclosure Statement and Confirmation, including any rulings made on the record at the Combined Hearing, are hereby incorporated into this Confirmation Order. To the extent any of the following conclusions of Law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Bankruptcy Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of*

Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan and final approval of the Disclosure Statement is a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution.

C. Eligibility for Relief.

3. The Debtors were at all times during these Chapter 11 Cases and, other than the Entities whose Chapter 11 Cases were dismissed pursuant to *Order (A) Dismissing the Chapter 11 Cases of Contadina Foods, Inc., Del Monte Chilled Fruit Snacks, LLC, and Del Monte Mexico Holdings LLC, and (B) Granting Related Relief* [Docket No. 1388], continue to be Entities eligible for relief under section 109 of the Bankruptcy Code, and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of these Chapter 11 Cases.

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, these "**Chapter 11 Cases**"). In accordance with the *Order Authorizing (I) Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 54], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On July 17, 2025, the U.S. Trustee appointed the official committee of unsecured creditors [Docket No. 168] (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code, which was reconstituted on March 24, 2026 [Docket No. 1343] and further reconstituted on April 22, 2026 [Docket No. 1462]. No trustee or examiner has been appointed in these Chapter 11 Cases.

E. Plan Supplement.

6. On April 13, 2026, the Debtors filed and served the Initial Plan Supplement. The Plan Supplement (including as subsequently amended, supplemented, or otherwise modified from time to time in accordance with the Plan) complies with the Bankruptcy Code and the terms of the Plan and this Confirmation Order under the facts and circumstances of these Chapter 11 Cases, including those adduced at the Combined Hearing, and the Debtors provided sufficient notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, Laws, and requirements, and no other or further notice is required with respect to the Plan Supplement or any of the documents contained therein or relating thereto. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and this Confirmation Order, and in accordance with section 1127(b) of the Bankruptcy Code, the Debtors reserve the right to alter, amend, update, modify, or supplement the Plan Supplement consistent with the terms of the Plan and this Confirmation Order; *provided* that (i) no such alteration, amendment, update or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan, and (ii) pursuant to the Plan, each of the Schedule of Assumed Executory Contracts and Unexpired Leases and the Deferred Decision Schedule may

be altered, amended, updated, modified, or supplemented through the Deferred Decision Deadline. The Filing and notice of the documents included in the Plan Supplement were adequate and proper and in compliance with this Bankruptcy Court's orders, including this Confirmation Order.

F. Modifications to the Plan.

7. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of solicitation of votes thereon, including to the extent the terms of this Confirmation Order may be construed to constitute modifications to the Plan (collectively, the "**Plan Modifications**"), do not individually or in the aggregate materially or adversely affect or change the treatment of any Claim against or Interest in any Debtor.

8. Notice of the Plan Modifications was adequate and appropriate under the facts and circumstances in these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code, the re-solicitation of acceptances or rejections under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims in the Voting Classes (as defined herein) be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Bankruptcy Court and all votes cast with respect to the Plan prior to the Plan Modifications shall be binding and shall apply with respect to the Plan.

G. Disclosure Statement.

9. The Disclosure Statement contains "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code)

with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

H. Bankruptcy Rule 3016.

10. The Plan and all Plan Modifications are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the Entities that will be subject to the injunctions, releases, and exculpations contained in the Plan, thereby satisfying Bankruptcy Rule 3016(c).

I. Burden of Proof—Confirmation of the Plan.

11. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation.

J. Notice.

12. As evidenced by the Voting Declaration and the Solicitation Certificate of Service, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Disclosure Statement, the Plan (and the opportunity to opt out of the Third-Party Release), the Disclosure Statement Order, the Combined Hearing, the Voting & Opt-Out Deadline, the Solicitation Packages, the Plan Supplement, and all other materials distributed in connection with Confirmation in compliance with the Bankruptcy Code, the Bankruptcy Rules, including

Bankruptcy Rules 2002, 3017, and 2018, the Local Rules, and the procedures set forth in the Disclosure Statement Order. The Combined Hearing Notice, the Solicitation Packages, and the Non-Voting Notices, including the Opt-Out Forms, were properly transmitted and served on March 26, 2026, on all Holders of Claims and Interests and all other required parties in interest, as evidenced by the Solicitation Certificate of Service, in compliance with this Bankruptcy Court's orders. Such transmission and service were timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

K. Voting Declaration.

13. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement, the Disclosure Statement Order, and any applicable nonbankruptcy Law, rule, or regulation.

14. As set forth in the Plan and the Disclosure Statement, Holders of Claims in Class 3 (Super-Senior Term Loan Claims), Class 4 (General Unsecured Claims), and Class 5 (Other General Unsecured Claims) (collectively, the "**Voting Classes**") were eligible to vote to accept or reject the Plan in Accordance with the Solicitation & Voting Procedures. Holders of Claims and Interests in Class 1, Class 2, Class 6, Class 7, Class 8, and Class 9 (collectively, the "**Non-Voting Classes**") were either conclusively presumed to accept the Plan or deemed to reject the Plan, and therefore were not eligible to vote on the Plan.

15. As evidenced by the Voting Declaration, Classes 3, 4, and 5 have voted to accept the Plan.

L. Solicitation.

16. As described in the Voting Declaration and evidenced by the Solicitation Certificate of Service, the Debtors solicited votes for acceptance or rejection of the Plan in good faith, and in compliance with the Solicitation & Voting Procedures. Such solicitation was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable nonbankruptcy rules, Laws, and regulations, including any registration requirements under the Securities Act.

17. As evidenced by the Voting Declaration and the Solicitation Certificate of Service, as applicable, the Solicitation Packages were transmitted and timely served, including to all Holders of Claims in the Voting Classes, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017, 3018, and 3019, the Local Rules, the Disclosure Statement Order, and all other applicable nonbankruptcy rules, Laws, and regulations. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is necessary or will be required.

18. As evidenced by the Voting Declaration and Solicitation Certificate of Service, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim in such Class as of March 11, 2025 (the "**Voting Record Date**"). The establishment and notice of the

Voting Record Date were reasonable and sufficient under the facts and circumstances of these Chapter 11 Cases.

19. The period during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

M. Service of Opt-Out Forms.

20. On March 26, 2026, as evidenced by the Solicitation Certificate of Service, the Debtors served all Holders of Claims in the Voting Classes with a Ballot containing the Opt-Out Form, and all other Holders of Claims and Interests and every other known stakeholder with the Non-Voting Notices containing the Opt-Out Form. Such materials adequately summarized the material terms of the Plan, including classification and treatment of Claims and Interests and the release, exculpation, and injunction provisions of the Plan, and provided all such parties in interest a reasonable opportunity to opt out of the Third-Party Releases on a voluntary and informed basis. For the avoidance of doubt, any party that received an Opt-Out Form and did not elect to opt out of the Third-Party Release prior to the Voting & Opt-Out Deadline shall be a Releasing Party under the Plan. Any properly completed and timely submitted Supplemental Opt-Out Form shall be valid and binding to the same extent as an Opt-Out Form.

N. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).

(i) *Proper Classification—Sections 1122 and 1123(a)(1)*.

21. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the

Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Claims, which are addressed in Article II of the Plan and which have not been classified in accordance with section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(ii) *Compliance—Section 1123(a)(1)-(4).*

22. In accordance with section 1123(a) of the Bankruptcy Code, the Bankruptcy Court finds and concludes that the Plan: (a) designates Classes of Claims and Interests, other than Claims of a kind specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (b) specifies Classes of Claims and Interests that are not Impaired under the Plan; (c) specifies the treatment of Classes of Claims and Interests that are Impaired under the Plan; and (d) provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to less favorable treatment of such Claim or Interest. Therefore, the Plan satisfies the requirements of section 1123(a)(1) through (4) of the Bankruptcy Code.

(iii) *Adequate Means for Plan Implementation—Section 1123(a)(5).*

23. Article IV and various other provisions of the Plan, including the Plan Supplement, provide adequate and proper means for the Plan's implementation. Those provisions include: (a) the appointment of a Plan Administrator who is responsible for, among other things, (i) winding down the Debtors' Estates, (ii) distributing Estate proceeds as prescribed by the Plan, (iii) executing all instruments and documents necessary to make such distributions, (iv) establishing and overseeing bank accounts in the name of the Debtors and the Wind-Down Debtors, as applicable, (v) retaining professionals to represent the Plan Administrator with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary, (vi) determining whether to extend the Deferred Decision Deadline and/or whether to assume or reject any Deferred Decision Contracts, as applicable, and (vii) reviewing and, as necessary, objecting to any final fee application of any Professionals (subject to the terms of the Settlement); (b) the establishment of the Plan Administrator Reserve; (c) the sources of consideration for Distributions under the Plan; (d) the cancellation of notes, instruments, and other documents evidencing Claims, Interests, or Intercompany Interests; (e) the vesting of existing assets in the Wind-Down Debtors; (f) the authority to undertake corporate actions necessary to effectuate the Plan; and (g) the preservation of Retained Causes of Action. Moreover, on the Effective Date, the Debtors or the Wind-Down Debtors, as applicable, through access to the Plan Administrator Reserve, will have sufficient Cash to make all payments required under the Plan. For the avoidance of doubt, the Plan Administrator shall be paid solely from the Plan Administrator Reserve as set forth in the Plan. The Plan therefore complies with section 1123(a)(5) of the Bankruptcy Code.

(iv) *Non-Voting Equity Securities and Voting Power of Equity Securities—Section 1123(a)(6).*

Section 1123(a)(6) of the Bankruptcy Code is not applicable in the Chapter 11 Cases because the Plan contemplates (a) the merger or dissolution of the Debtors' corporate existences as soon as practicable after the Effective Date in furtherance of the Debtors' Wind-Down pursuant to the Plan; and (b) no issuance of new securities of the Debtors.

(v) *Directors and Officers—Section 1123(a)(7).*

24. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Pursuant to Article IV.G. of the Plan, on the Effective Date, all directors, managers or other individuals comprising the board of directors (or other governing body exercising similar authority) of each Debtor shall be deemed removed from their position on such board (or other similar body) and discharged of any and all authority, duties, responsibilities and obligations relating to, arising from and in connection with their service in such capacities, in each case, as of the Effective Date. On the Effective Date, the Post-Effective Date Director shall be appointed, which individual shall be selected in accordance with Article IV.G.1 of the Plan. On the Effective Date, the Plan Administrator, selected by the Debtors and the Ad Hoc Group in consultation with the Committee, shall be appointed as the sole officer of the Wind-Down Debtors and shall be subject to oversight of the Post-Effective Date Director, pursuant to Article IV.H of the Plan. The Plan Administrator shall have such rights, powers, and duties necessary to carry out its duties pursuant to the Plan and the terms of the Plan Administrator Agreement, a copy of which was Filed as an exhibit to the Plan Supplement. The identities of, and disclosures required pursuant to section

1129(a)(5) of the Bankruptcy Code with respect to, each of the Post-Effective Date Director and the Plan Administrator were included in the Plan Supplement. The manner of selection of the Post-Effective Date Director and the Plan Administrator is consistent with the interests of creditors and other stakeholders, as well as with public policy.

(vi) *Discretionary Contents of the Plan.*

25. As set forth below, the Plan satisfies the requirements of section 1123(b) of the Bankruptcy Code. The other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

(vii) *Claims and Interests; Executory Contracts and Unexpired Leases—Section 1123(b)(1)-(2).*

26. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides for the assumption or rejection of the Executory Contracts and Unexpired Leases of the Debtors to the extent not previously assumed or rejected pursuant to section 365 of the Bankruptcy Code or otherwise provided under the Plan (including, for the avoidance of doubt, the Deferred Decision Contracts and Deferred Decision Leases), and provides appropriate authorizing orders of the Bankruptcy Court.

(viii) *Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).*

a. **Settlement.**

27. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and to the greatest extent permissible under the Bankruptcy Code, and in consideration for the classification,

distributions, settlements, compromises, releases, injunctions, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan, to the extent not already and separately approved pursuant to the Settlement Order, shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan (collectively, the "**Plan Settlements**"). Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan, including the Plan's implementation of the Settlement previously approved pursuant to the Settlement Order, for which the findings of fact and conclusions of Law set forth in the Bench Ruling are restated and incorporated herein by reference, including with respect to the releases set forth and approved therein. Entry of the Confirmation Order shall also constitute the approval of the Plan Settlements, including with respect to the releases contemplated by the Plan to the extent not already approved pursuant to the Settlement Order, which include by reference each of the related provisions and definitions contained in the Plan. The Settlement and the terms set forth therein are an integral part of the Plan and essential to its implementation. Upon consideration of the record of these Chapter 11 Cases and the evidence introduced at the Combined Hearing, the Bankruptcy Court finds that the Plan Settlements, including, without limitation, the releases described in Article VIII of the Plan, to the extent not already approved pursuant to the Settlement Order: (a) are the result of extensive, arm's-length, good-faith negotiations that, in addition to the Plan, enabled consummation of the SOTP Transactions; (b) preserve value for the Debtors, their Estates, and all their stakeholders by, among other things, avoiding extended, uncertain, time-consuming, and value-destructive litigation; (c) represent a fair, equitable

compromise of all Claims, Interests, and controversies and sound exercise of the Debtors' business judgment; and (d) are in the best interests of the Debtors, their Estates, all Holders of Claims and Interests, and all other parties in interests.

b. **Discharge; Lien Release.**

28. The discharge provisions and the release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.B of the Plan (the "**Release of Liens**") are necessary to implement the Plan. The provisions of the discharge and Release of Liens are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. Except as otherwise provided in the Plan, this Confirmation Order, or the SOTP Transaction Documents, including the Purchase Agreements and the Sale Orders, any assets not sold as part of the SOTP Transactions or released pursuant to the Settlement Order and/or the Plan shall be transferred to and vest in the Wind-Down Debtors free and clear of all Liens, Claims, charges, interests, or other encumbrances (other than any Liens or Claims arising under the DIP Term Loan Facility, as set forth in the Plan) pursuant to sections 363(f) and 1141(d) of the Bankruptcy Code and in accordance with the terms of this Confirmation Order, the Plan, and the SOTP Transaction Documents, each as applicable. Without limiting the foregoing, except as otherwise provided in the Plan (including with respect to the DIP Term Loan Claims), any Plan Supplement, or the SOTP Transaction Documents, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the Wind-Down Transactions applicable distributions made pursuant to the Plan and, in the case of a Secured

Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Wind-Down Debtors and their successors and assigns. The Holder of such Secured Claim (and the applicable agents for such Holder) shall be directed, at the sole cost and expense of the Wind-Down Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (or the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Wind-Down Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Lien.

c. **Debtor Release.**

29. Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Bankruptcy Court has jurisdiction and constitutional adjudicatory authority to approve the release set forth in Article VIII.C of the Plan (the "**Debtor Release**"). The Debtor Release (as defined in the Plan), to the extent not already approved as part of the Settlement, is (a) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, their

significant concessions and contributions to the Debtors' restructuring efforts; (b) a good-faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and their stakeholders (including all Holders of Claims and Interests); (d) fair, equitable, and reasonable; (e) given and made after notice and opportunity to be heard; and (f) a bar to any of the Debtors, the Wind-Down Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors and is the result of a hard-fought and arm's-length negotiation process conducted in good faith. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process, including the Settlement Parties, whose participation in the Chapter 11 Cases is critical to the Debtors' successful emergence from bankruptcy. The scope of the Debtor Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is appropriate.

30. Based on the foregoing, among other things, the Debtor Release is approved in its entirety.

d. **Third-Party Release.**

31. Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Bankruptcy

Court has jurisdiction and constitutional adjudicatory authority to approve the third-party release contained in Article VIII.D of the Plan (the "**Third-Party Release**").

32. The Third-Party Release is consensual with respect to the Releasing Parties. The Holders of Claims in the Voting Classes were provided with Ballots containing the Opt-Out Form providing them with the option to check a box to opt out from granting the Third-Party Release, regardless of whether they voted to accept or reject the Plan. The members of the Non-Voting Classes were likewise given an opportunity to opt out of the Third-Party Release via the Opt-Out Form attached to the Non-Voting Notice. The text of the Third-Party Release was printed in bold type in the Disclosure Statement, the Plan, the Ballots, and the Non-Voting Notices, including the Opt-Out Forms. Such parties in interest were provided due and adequate notice of these Chapter 11 Cases, the Plan, the Third-Party Release, the Voting & Opt-Out Deadline, and the Objection Deadline with respect to confirmation of the Plan, the opportunity to opt out of the Third-Party Release, and the opportunity to object to the Plan and the Third-Party Release, and were properly informed that the Holders of Claims against or Interests in the Debtors were being given the opportunity to opt out of the release of all Claims and Causes of Action against the Debtors and all other Released Parties. Thus, all parties from whom Third-Party Release were sought had received timely, appropriate, conspicuous, and adequate notice of the Third-Party Release, including the explanation that such creditors would be granting such releases if they failed to opt out by checking the opt-out box on the Opt-Out Form set forth in the Ballot or attached to the Non-Voting Notice, as applicable. Accordingly, the Third-Party Release is fully consensual and consistent with the Bankruptcy Code and due process.

33. Furthermore, the scope of the Third-Party Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases. The Third-Party Release is an essential and integral part of the Plan Settlements memorialized in the Plan, and provides finality for the Debtors, the Wind-Down Debtors, and the Released Parties regarding the parties' respective obligations under the Plan, and as with the Debtor Release, the Third-Party Release likewise was critical in incentivizing the Released Parties to support both the Debtors' chapter 11 process generally and to participate in the formulation and financing of these Chapter 11 Cases and the Plan. The Third-Party Release was a core negotiation point and instrumental in developing the Settlement, the Sale and Marketing Process and SOTP Transactions, and the value-maximizing Plan. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring and wind-down processes.

34. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release described in Article VIII.D of the Plan, which include by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that each Third-Party Release described in Article VIII.D of the Plan, to the extent not already approved as part of the Settlement, is: (i) consensual; (ii) given in exchange for the good and valuable consideration provided by the Released Parties; (iii) a good-faith settlement and compromise of such Claims and Causes of Action; (iv) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; (vii) a sound exercise of the Debtors' business judgment; (viii) appropriately narrow in scope given that it expressly

excludes any Claims or Causes of Action arising from acts or omissions determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; (ix) a bar to any of the Releasing Parties or the Debtors or their respective Estates or, if applicable, the Wind-Down Debtors, asserting any Claim or Cause of Action related thereto, of any kind, against any of the Released Parties or their property; (x) appropriately narrow in scope; (xi) essential to Confirmation; and (xii) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code

35. Based on the foregoing, among other things, the Third-Party Release is approved in its entirety. For the avoidance of doubt, and notwithstanding anything to the contrary, the Minority Ad Hoc Group, the individual members thereof as identified in the *Verified Statement of the Ad Hoc Group of Minority Secured Lenders, Pursuant to Bankruptcy Rule 2019* [Docket No. 295], and any other party who timely opted out of the Third-Party Release are not bound by the Third-Party Release.

e. **Exculpation.**

36. The exculpation provisions set forth in Article VIII.E of the Plan (the "**Exculpation**") are essential to the Plan. The Exculpation is appropriate, supported by proper evidence, proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately tailored to the facts and circumstances of these Chapter 11 Cases. The record of these Chapter 11 Cases demonstrates that the Exculpation was critical to the Exculpated Parties' willingness to support the Debtors' Chapter 11 efforts and that it is narrowly tailored to protect the Exculpated Parties only from litigation related to acts or

omissions in connection with the administration of the Chapter 11 Cases and related transactions, and does not protect such parties from acts or omissions determined by a Final Order to have constituted actual fraud, gross negligence, intentional fraud, or willful misconduct. Accordingly, the Exculpation is hereby approved.

f. **Injunction.**

37. The injunction provisions set forth in Article VIII.F of the Plan (the "**Injunction**") are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the Exculpation. The Injunction is appropriately tailored to achieve those purposes. Accordingly, the Injunction is hereby approved in its entirety.

g. **Administrative Claims Bar Date**.

38. Requests for payment of Administrative Claims that are not Professional Fee Claims or DIP Claims must be Filed with the Bankruptcy Court and served on the Debtors or the Wind-Down Debtors, as applicable, no later than the Administrative Claim Bar Date pursuant to the procedures specified in this Confirmation Order and the Confirmation Order Notice (as defined herein). Holders of Administrative Claims (other than Professional Fee Claims or DIP Claims) that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Debtors, or the property of any of the foregoing, and such Administrative Claims shall be deemed released as of the Effective Date without the need for any objection from the Debtors, the Wind-Down Debtors, or any notice to or action, order, or approval of the

Bankruptcy Court or any other Entity. For the avoidance of doubt, nothing in this Confirmation Order or the Plan extends any deadline for the filing of any Claims established in any previously entered order of the Bankruptcy Court, including, without limitation, the Bar Date Order.

h. **Preservation of Causes of Action.**

39. Pursuant to Article IV.K of the Plan and in accordance with section 1123(b) of the Bankruptcy Code, each Wind-Down Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, to commence, prosecute, or settle such Retained Causes of Action, which shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than Causes of Action waived (including pursuant to Article IV.K of the Plan), relinquished, exculpated, released, compromised, assigned, or transferred to the Purchasers in accordance with the Purchase Agreements, or settled in the Plan, the Settlement Order or any other Final Order. The Plan and Schedule of Retained Causes of Action are sufficiently specific and unequivocal to preserve and provide meaningful disclosure of all Retained Causes of Action. The Schedule of Retained Causes of Action is a non-exclusive list of Retained Causes of Action. For the avoidance of doubt, the Debtors are not required to identify by name any individual or Entity who is not a Released Party, and the Plan or on the Schedule of Retained Causes of Action are sufficiently specific to preserve any and all Causes of Action against any party that is not a Released Party, and no further specificity is required in order to preserve any Retained Cause of Action. All such Retained Causes of Action shall vest in the Wind-Down

Debtors, with the Plan Administrator appointed as the representative of the Wind-Down Debtors with respect to the Retained Causes of Action. The Schedule of Retained Causes of Action and the provisions of the Plan regarding Retained Causes of Action are appropriate, fair, equitable, and reasonable and are in the best interests of Debtors, their Estates, and Holders of Claims or Interests.

(ix) *Cure of Defaults—Section 1123(d).*

40. The Plan complies with section 1123(d) of the Bankruptcy Code. Article V.B of the Plan provides for the satisfaction of Cure Costs associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each Assumed Contract pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Costs in Cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any disputed Cure Costs will be determined in accordance with the procedures set forth in Article V.C of the Plan and applicable bankruptcy and nonbankruptcy Law. As such, the Plan provides that the Debtors or the Wind-Down Debtors, as applicable, will cure defaults with respect to Assumed Contracts in accordance with section 365(b) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).

41. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including sections 1123, 1125, and

1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result thereof, the requirements of section 1129(a)(2) of the Bankruptcy Code have been satisfied.

P. Plan Proposed in Good Faith—Section 1129(a)(3).

42. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors and their agents have proposed the Plan in good faith and not by any means forbidden by Law. In so determining, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, the Declarations, and the process leading to Confirmation, including the support of Holders of Claims in the Voting Classes for the Plan, and the transactions to be implemented pursuant thereto.

43. The Plan is the product of good-faith, arm's-length negotiations by and among the Debtors and their principal constituencies, including for the avoidance of doubt, each of the Released Parties and Exculpated Parties. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. The transactions contemplated by the Plan are proposed in good faith, are in the best interests of the Debtors' Estates, and will serve to maximize value for all stakeholders. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, these Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to complete a value-maximizing sale of their assets while maintaining sufficient liquidity and capital resources and preserving value for the benefit of all stakeholders. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

Q. Payment for Services or Costs and Expenses—Section 1129(a)(4).

44. Any payment made or to be made by the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying the requirements of section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Insiders—Section 1129(a)(5).

45. The identities, or process for appointment, of the Plan Administrator and the Post-Effective Date Director proposed to serve on and after the Effective Date have been selected in accordance with the terms of the Plan, and have been disclosed in the Plan Supplement Filed with the Bankruptcy Court. Moreover, the Debtors have disclosed the identity of any insiders to be employed or retained by the Wind-Down Debtors, together with the nature of any compensation, as set forth in the Plan Supplement. The Plan Administrator shall, among other things, and subject to the provisions of the Plan, be appointed as the sole officer of each Wind-Down Debtor, 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, 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), and retain and have all the rights, powers, duties, and authority necessary to implement the Plan and carry out his or her responsibilities thereunder, in accordance with the terms of the Plan and the Wind-Down Transactions Memorandum.

Accordingly, the Debtors have satisfied the requirements of Section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Changes—Section 1129(a)(6).

46. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval.

T. Best Interest of Creditors—Section 1129(a)(7).

47. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced at the Combined Hearing establishes that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. The Liquidation Analysis attached as Exhibit B to the Disclosure Statement, and the other evidence related thereto, as supplemented by any evidence proffered or adduced at or prior to the Disclosure Statement Hearing and the Combined Hearing, are persuasive and credible. The Liquidation Analysis demonstrates that recoveries under the Plan are at least as high as they would be in a hypothetical liquidation. The methodology used and assumptions made in the Liquidation Analysis, as supplemented by any evidence proffered or adduced at or prior to the Disclosure Statement Hearing and the Combined Hearing, are reasonable. As a result, the Debtors have demonstrated that the Plan is in the best interests of creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes—Section 1129(a)(8).

48. The Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code. Classes 1 and 2 constitute Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Classes, Classes 3, 4, and 5, have voted to accept the Plan. All other Classes of Claims and Interests (Classes 6, 7, 8, and 9) were deemed to have rejected the Plan or otherwise not entitled to vote on the Plan pursuant to section 1126 of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to all Classes, the Plan is confirmable because the Debtors' Plan satisfies the requirements under section 1129(b) with respect to such Classes that are deemed to reject, as set forth below.

V. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).

49. The treatment of Allowed Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Claims under Article II of the Plan, and of Allowed Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

W. Acceptance by At Least One Impaired Class—Section 1129(a)(10).

50. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Declaration, Holders of Claims in Classes 3, 4, and 5, which are Impaired by the Plan, voted to accept the Plan by the requisite numbers and amounts of Claims, as

determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

X. Feasibility—Section 1129(a)(11).

51. The evidence proffered or adduced at, or prior to, the Combined Hearing in connection with the feasibility of the Plan is reasonable, persuasive and credible. The Plan provides for the distribution of the proceeds from the sale of substantially all of the Debtors' assets in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. Any assets remaining in the Debtors' Estates as of the Effective Date will vest in the Wind-Down Debtors for the administration, liquidation, and distribution by the Plan Administrator, in accordance with the Plan. As a result, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

Y. Payment of Fees—Section 1129(a)(12).

52. Articles II.B and XII.C of the Plan provides that all Statutory Fees incurred pursuant to section 1930 of the Judicial Act, including fees and expenses payable to the U.S. Trustee, shall be paid in full in Cash on the Effective Date. On and after the Effective Date, all Statutory Fees shall be paid in full in Cash when and as they become due and payable, and each of the Debtors, the Wind-Down Debtors, or the Plan Administrator (solely in its capacity as Plan Administrator), shall be jointly and severally liable for payment of Statutory Fees when due and payable in each Chapter 11 Case for each quarter (or fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed, or converted to chapter 7. Accordingly, the requirements of section 1129(a)(12) of the Bankruptcy Code have been satisfied.

Z. Retiree Benefits—Section 1129(a)(13).

53. Upon the closing of the SOTP Transactions, and in accordance with the Multi-Business APA, the Multi-Business Buyer or one of its affiliates has assumed or will assume, as applicable, the Legacy Pension Plan and all then-outstanding obligations and liabilities thereunder. The Debtors or the Wind-Down Debtors, as applicable, reserve their rights to terminate any and all remaining outstanding obligations on account of their post-retirement life insurable and medical benefit programs on the Effective Date in accordance with the terms of those programs and agreements. All parties reserve any Claims or arguments they may have regarding the Debtors' or the Wind-Down Debtors', as applicable, right to terminate such post-retirement benefit programs. Accordingly, the Plan complies with section 1129(a)(13) of the Bankruptcy Code.

AA. Non-Applicability of Sections 1129(a)(14), (15), and (16).

54. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

BB. "Cram Down" Requirements—Section 1129(b).

55. To the extent applicable, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that not all Classes have accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to each Class that voted to reject or was deemed to reject the Plan. The Plan has been proposed in good faith, is reasonable, and meets the

requirements that (i) no Holder of a Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and (ii) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in each rejecting Class. *Third*, the Plan does not discriminate unfairly with respect to the rejecting Classes because similarly situated Claim and Interest Holders will receive substantially similar treatment on account of their Claims or Interests, as applicable, in such Class. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in Declarations filed in connection with, the Combined Hearing regarding the Debtors' classification and treatment of Claims and Interests (x) is reasonable, persuasive, credible, and accurate, (y) utilizes reasonable and appropriate methodologies and assumptions, and (z) has not been controverted by other evidence. Therefore, the Plan may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

CC. Only One Plan—Section 1129(c).

56. The requirements of section 1129(c) of the Bankruptcy Code have been satisfied. The Plan is the only the chapter 11 plan Filed in these Chapter 11 Cases.

DD. Principal Purpose of the Plan—Section 1129(d).

57. The requirements of section 1129(d) of the Bankruptcy Code have been satisfied. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no Governmental Unit has requested that the Bankruptcy Court refuse to confirm the Plan on any such grounds.

EE. No Small Business Cases – Section 1129(e).

58. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

FF. Satisfaction of Confirmation Requirements.

59. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

GG. Satisfaction of Conditions Precedent to Confirmation.

60. Each of the conditions precedent to Confirmation, as set forth in Article IX.A of the Plan, has been satisfied or waived in accordance with the Plan.

HH. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

61. Each of the conditions precedent to the Effective Date, as set forth in Article IX.B of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with the Plan.

II. Rejection of Executory Contracts and Unexpired Leases.

62. Each rejection of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate order of the Bankruptcy Court entered prior to the Effective Date under section 365 of the Bankruptcy Code.

JJ. Implementation.

63. The Plan, all documents contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's length, are fair and

reasonable, are supported by reasonably equivalent value and fair consideration, are in the best interests of the Debtors, their Estates, and the Wind-Down Debtors, as applicable, and shall, upon completion of documentation and execution in accordance with the terms and conditions of the Plan, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local Law. The documents and agreements are essential elements of the Plan and the Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

KK. Good Faith Solicitation—Section 1125(e).

64. The Debtors and each of their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys, as applicable, have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Estates for the benefit of their stakeholders. The Plan accomplishes this goal. The Debtors and their Related Parties are acting in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the support of the Plan, and if they proceed to: (a) consummate the Plan, the Wind-Down Transactions, and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Such parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

LL. Disclosure of Facts.

65. The Debtors have disclosed all material facts regarding the Disclosure Statement, the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable.

ORDER

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. **Final Approval of the Disclosure Statement**. The Disclosure Statement is hereby **APPROVED** on a final basis as having adequate information within the meaning of section 1125(a) of the Bankruptcy Code.

2. **Solicitation Procedures**. To the extent applicable, the solicitation of votes on the Plan complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other provisions of the Bankruptcy Code, and all other applicable rules, Laws, regulations, and was appropriate and satisfactory and is approved in all respects.

3. **Notice of Combined Hearing**. The Combined Hearing Notice was appropriate and satisfactory and is approved in all respects.

4. **Confirmation of the Plan**. The Plan (including the Plan Supplement, as both have been modified by the parties, including any modifications set forth herein) is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

5. **Objections Overruled**. All objections and all reservations of rights pertaining to approval of the Disclosure Statement and Confirmation of the Plan that have not been withdrawn, waived, or consensually resolved are overruled on the merits unless otherwise indicated in this Confirmation Order.

6. **[Plan Modifications**. The Plan Modifications do not materially adversely affect the treatment of any Claim against or Interest in any of the Debtors under the Plan. Pursuant to Bankruptcy Rule 3019, these Plan Modifications do not require additional disclosure under 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan Modifications are hereby approved pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019. After giving effect to the Plan Modifications, the Plan continues to meet the requirements of sections 1122 and 1123 of the Bankruptcy Code.]

7. **Vesting in the Wind-Down Debtors**. Except as otherwise provided in this Confirmation Order, the Plan, or the SOTP Transaction Documents, as applicable, and notwithstanding any prohibition on assignability under applicable nonbankruptcy Law, on the Effective Date and thereafter if additional assets of the Wind-Down Debtors become available, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property in each Estate, all Retained Causes of Action, and any property retained by any of the Debtors pursuant to the Plan or any Purchase Agreement shall irrevocably vest in and be granted and assigned to each respective Wind-Down Debtor, as applicable, free and clear of all Liens, Claims, charges, other

encumbrances, and interests except as otherwise provided in the Plan, the Plan Administrator Agreement, or this Confirmation Order. For the avoidance of doubt, the liens of the DIP Term Loan Agent and DIP Term Loan Parties on (i) the proceeds of the SOTP Transactions, and (ii) any assets not sold as part of the SOTP Transactions or released pursuant to the Settlement Order and/or the Plan, shall continue and shall not be released pursuant to the Plan until the occurrence of the Dissolution Date; *provided, however*, that the DIP Term Loan Indemnity, if any, shall be satisfied from the proceeds of the Excluded Real Estate and the Other Excluded Assets.

8. After the Effective Date, a certified copy of this Confirmation Order may be filed with the appropriate clerk or recorded with the recorder of any federal, state, province, county, or local authority, whether foreign or domestic, to act to effectuate the transfers of property provided by the Plan, vesting the Wind-Down Debtors with all right, title, and interest of the Debtors to the property in each Estate, as applicable, free and clear of all liens, Claims, interests, and other encumbrances of record.

9. **Insurance Policies**. On the Effective Date, (1) the Debtors shall be deemed to have assumed all Insurance Policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies, pursuant to section 365 of the Bankruptcy Code or otherwise, subject to the Debtors' rights to seek amendment to such Insurance Policies, and (2) such Insurance Policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall vest in the Wind-Down Debtors.

10. **Treatment of Executory Contracts and Unexpired Leases**. The rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases as set forth in Article V of the Plan is hereby authorized. Except as otherwise set forth in the Plan, including with respect to Deferred Decision Contracts and Deferred Decision Leases set forth on the Deferred Decision Schedule, the assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date without the need for any further action or consents that may otherwise be required under applicable nonbankruptcy Law.

11. Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, in each case, at any time through and including the Deferred Decision Deadline, which such amended Schedule of Assumed Executory Contracts and Unexpired Leases shall be Filed with the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption or Cure Cost.

12. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order that are not timely Filed within thirty (30) days of (a) the Effective Date, (b) service of any Deferred Decision Rejection Notice, or (c) the Deferred Decision Deadline, as applicable, will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Plan Administrator, the Post-Effective Date Director, or any of their respective assets and properties.

13. **Immediate Binding Effect**. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors the Wind-Down Debtors, and any and all Holders of Claims or Interests (regardless of whether their Claims or Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Confirmation Order, any and all non-Debtor counterparties to Executory Contracts and Unexpired Leases with the Debtors, and each of their respective successors and assigns; *except* with respect to any Executory Contract or Unexpired Lease included on the Schedule of Assumed Executory Contracts and Unexpired Leases that is subject to an unresolved dispute or adjourned objection, and any Executory Contract or Unexpired Lease included on the Deferred Decision Schedule, on the Confirmation Date.

14. **Classification of Claims and Interests**. The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

15. **General Settlement of Claims and Interests**. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and to the greatest extent permissible under the Bankruptcy Code, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims or controversies relating to the subordination rights that a Holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date of the Plan, of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, the Estates, their respective property, and Holders of Claims and Interests and is fair, equitable, and reasonable.

16. **Full and Final Satisfaction of Claims**. Unless otherwise provided in the Plan or this Confirmation Order, the distributions and deliveries to be made on account of Allowed Claims under the Plan shall, in the aggregate, be in complete and final satisfaction, settlement and discharge of, and exchange for, such Allowed Claims. Except as otherwise provided in the Plan or this Confirmation Order, the distributions and deliveries to be made on account of Claims under the Plan shall additionally be in consideration of the release and discharge of any and all Causes of Action released pursuant to Article VIII of the Plan related to or arising from such Claims.

17. **Distributions**. The procedures governing distributions contained in Article VI of the Plan shall be, and hereby are, approved in their entirety.

18. **Corporate Action**. Upon the Effective Date, all actions contemplated under the Plan (including any action to be undertaken by the Plan Administrator), regardless of whether taken before, on, or after the Effective Date, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests (including, for the avoidance of doubt, shareholders or members of the Debtors, the Wind-Down Debtors, or DM Escrow Corp. (the "**Non-Debtor Subsidiary**")), the Debtors, the Wind-Down Debtors, the Non-Debtor Subsidiary, or any other Entity or Person, including: (a) consummation of the SOTP Transactions; (b) monetization, through sale or other disposition, of Other Excluded Assets and Excluded Real Estate (subject to the Excluded Real Estate Designation Rights of the Ad Hoc Group); (c) consummation of the Wind-Down; and (d) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan or deemed necessary or desirable by the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary before, on, or after the Effective Date involving the corporate, organizational, or governance structure of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, and any corporate action required or deemed necessary or desirable by the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary in connection with the Plan, the Wind-Down, or the corporate structure of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, including, for the avoidance of doubt, any transactions contemplated under the Wind-Down Transactions Memorandum, shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the Debtors or their Estates, the Wind-Down Debtors, the Non-Debtor Subsidiary, or Security

holders (including, for the avoidance of doubt, shareholders and members), boards of directors (or other governing bodies exercising similar authority), directors, managers, or officers of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Wind-Down Debtors, as applicable, and the Non-Debtor Subsidiary shall be authorized to issue, execute, file, and deliver the agreements, documents, Securities, certificates, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan and the Wind-Down Transactions Memorandum) in the name of and on behalf of the Wind-Down Debtors and the Non-Debtor Subsidiary.

19. For the avoidance of doubt, and notwithstanding any requirement under applicable Law, including any provisions of the corporate, dissolution, or winding-up statutes of the states of Delaware, New Jersey, California, and Texas,[3] as applicable, or any other jurisdiction, no such nonbankruptcy Law shall require the Debtors, the Wind-Down Debtors, the Plan Administrator, the Post-Effective Date Director, or any of their respective officers, directors, managers, members, partners, or agents to comply with any procedural or substantive requirement (including, without limitation, any requirement to provide notices, make filings beyond those contemplated by the

[3] For the avoidance of doubt, such state statutes enumerated in this Paragraph 19 of this Confirmation Order include, but are not limited to, 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.

Plan, obtain approvals, or comply with any waiting periods or survival periods) in order to effectuate the dissolution, merger, or other corporate restructuring authorized by the Plan, the Wind-Down Transactions Memorandum, and this Confirmation Order.

20. To the fullest extent permitted under the Bankruptcy Code and notwithstanding any nonbankruptcy Law to the contrary, any dissolution of any Debtor or the Non-Debtor Subsidiary implemented pursuant to the Wind-Down Facilitation Order, the Plan or this Confirmation Order, shall be effective immediately upon the filing of any applicable certificate of dissolution or other comparable documents, and every federal, state, and local governmental agency or department with which any such document is filed is hereby directed to accept such document as evidence of the dissolution of such Debtor or the Non-Debtor Subsidiary. Each such Debtor or the Non-Debtor Subsidiary, as applicable, shall be deemed dissolved and shall cease to exist as of such time, without any requirement for any continued existence for purposes of winding up or otherwise under applicable nonbankruptcy Law; *provided, however*, that this Confirmation Order shall not absolve the Debtors or the Wind-Down Debtors, as applicable, from any requirement to File a motion to close the Chapter 11 Cases of any Debtors or Wind-Down Debtors.

21. Without limiting the exculpation, release, or injunction provisions set forth in Article VIII of the Plan or this Confirmation Order, and notwithstanding any provision of applicable nonbankruptcy Law to the contrary (including, without limitation, the DGCL, DLLCA, NJBCA, CCC, and TBOC), no current or former officer, director, manager, member, partner, employee, agent, or representative of the Debtors, 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, 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 and/or in furtherance of the Wind-Down, the Plan, and this 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 DGCL, NJBCA, CCC, or TBOC. All such Wind-Down Persons shall be entitled to rely conclusively on this Confirmation Order in taking or omitting to take any such actions.

22. **Approval of Consents and Authorization to Take Acts Necessary to Implement Plan**. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the Laws, rules, and regulations of all states and any other governmental authority with respect to the dissemination, implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure

Statement, and any certifications, documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan, the Plan Supplement, and the Disclosure Statement, including without limitation, any actions to dissolve or merge the Debtors under applicable state Law.

23. **Board of Director and Shareholder Approvals**. As of the Effective Date and without further action by any Person or Governmental Unit, and except as otherwise expressly provided in the Plan, all consents, votes, approvals, and authorizations required under any certificate of incorporation, bylaws, limited liability company agreement, shareholder agreement or other organizational or governance document of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, or applicable Law (including, for the avoidance of doubt, the DGCL, DLLCA, NJBCA, CCC, or TBOC) to effectuate the transactions contemplated by the Plan, including any mergers, dissolutions, amendments to certificates of incorporation, bylaws, or other governance documents, appointments or removals of officers or directors or any other corporate, governance, or organizational actions or transactions necessary or desirable to effectuate the Wind-Down Transactions, including the transaction steps set forth in the Wind-Down Transactions Memorandum, shall be deemed not required or, if required, deemed granted, and no further action by any Holder of Existing Equity Interests (collectively, the "**Shareholders**"), the board of directors (or other governing body exercising similar authority) of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, or any or other Person or Governmental Unit shall be required. For the avoidance of doubt, each Shareholder in Class 8 is deemed to have consented to

the Wind-Down Transactions, including the transaction steps set forth in the Wind-Down Transactions Memorandum, to the fullest extent permitted by applicable Law.

24. **Plan Administrator, Post-Effective Date Director, Claims Oversight Administrator, and Wind-Down**. The provisions of the Plan relating to the Post-Effective Date Director, the Plan Administrator, the Claims Oversight Administrator, and the Wind-Down, including Article IV of the Plan, are hereby approved.

25. The Plan Administrator Agreement, substantially in the form filed in the Plan Supplement, is hereby approved in all respects. On or before the Effective Date, each of the Debtors, the Plan Administrator, and the Claims Oversight Administrator are authorized to execute the Plan Administrator Agreement.

26. Effective as of the Effective Date, the Post-Effective Date Director, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors, Governmental Units, or any other Person or Entity, shall be appointed as the initial Post-Effective Date Director, and shall have such rights, powers, and duties necessary to carry out the Post-Effective Date Director duties pursuant to the Plan, the terms of the Plan Administrator Agreement, applicable Law, and, subject to the terms of the Plan, the governance documents of the Wind-Down Debtors. Effective as of the Effective Date, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors, Governmental Units, or any other Person or Entity, all directors, managers, or other individuals comprising the board of directors (or other

governing body exercising similar authority) of each Wind-Down Debtor shall be deemed removed from their position on such board (or other similar body) and discharged of any and all authority, duties, responsibilities, and obligations relating to, arising from, and in connection with their service in such capacities, in each case, as of the Effective Date. The responsibilities and powers of the Post-Effective Date Director shall include, but not be limited to, those responsibilities and powers enumerated in the Plan Administrator Agreement and Article IV.G.1 of the Plan, in each case, without further order of the Bankruptcy Court. Such duties and powers shall include overseeing the Plan Administrator in accordance with the terms of the Plan and the Plan Administrator Agreement.

27. Effective as of the Effective Date, the Plan Administrator, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors, Governmental Units, or any other Person or Entity, shall be appointed as the initial Plan Administrator, and shall have such rights, powers, and duties necessary to carry out the Plan Administrator's duties pursuant to the Plan and the terms of the Plan Administrator Agreement. Effective as of the Effective Date, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors, Wind-Down Debtors, Governmental Units, or any other Person or Entity, the Plan Administrator shall be appointed as the sole officer of the Wind-Down Debtors, and all existing officers of the Wind-Down Debtors shall be deemed removed from their officer position and discharged of any and all authority, duties, responsibilities, and obligations relating to, arising

from, and in connection with their service in such capacities, in each case, as of the Effective Date. The responsibilities and powers of the Plan Administrator shall include, but not be limited to, those responsibilities and powers enumerated in the Plan Administrator Agreement and Article IV.H of the Plan, in each case, without further order of the Bankruptcy Court. Such duties and powers shall include administering the Plan Administrator Reserve[4] to be used to pay expenses in connection with the Wind-Down and other amounts required to be paid under the Plan, including the disbursement of professional fees from the Professional Fee Escrow Account, all in accordance with the Wind-Down Budget, and to wind down the business and affairs of the Wind-Down Debtors. On and following the Effective Date, the Plan Administrator is authorized to sell or otherwise dispose of any assets of the Debtors or the Wind-Down Debtors, as applicable, free and clear of all Liens, Claims, charges, interests, or other encumbrances pursuant to section 363(f) of the Bankruptcy Code and in accordance with the Plan, and the Plan Administrator is authorized (but not required) to seek entry of a short-form order at any time to facilitate such sales or other dispositions.

28. Effective as of the Effective Date, META Advisors, LLC is hereby appointed and approved as the Claims Oversight Administrator. The Claims Oversight Administrator shall exercise, the rights, powers, protections, duties, and obligations of the Claims Oversight Administrator as expressly set forth in the Plan and the Plan Administrator Agreement, including, without limitation, the rights set forth in Section 3.5(c) and Article 4 of the Plan Administrator

4 The Plan Administrator Reserve consists of the Wind-Down Account, the Professional Fee Escrow Account, and the GUC Recovery Reserve, each as defined and described in the Plan.

Agreement, all of which are hereby approved and authorized without further order of the Bankruptcy Court. 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 in the Plan and the Plan Administrator Agreement. For the avoidance of doubt, from and after the Effective Date, the Claims Oversight Administrator shall have all notice, consultation, access, consent, or any other rights of the Claims Oversight Administrator as expressly set forth under the Plan, the Settlement, or the Plan Administrator Agreement.

29. Upon the conclusion of the Wind-Down and the payment of all outstanding fees and expenses in connection therewith, the Plan Administrator is hereby authorized to disburse any funds remaining in the Wind-Down Account to the DIP Lenders or the Super-Senior Secured Parties, as applicable, in accordance with the Waterfall Recovery set forth in the Plan.

30. **Tax Forms**. On the Effective Date, pursuant to section 1124(b) of the Bankruptcy Code, the Plan Administrator shall be authorized to file each Debtor's tax returns, consistent with the terms of the Plan and the Plan Administrator Agreement. Pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax Laws.

31. **Release, Exculpation, Discharge, Release of Liens, and Injunction Provisions**. The release, exculpation, injunction, and related provisions set forth in Article VIII of the Plan are approved and authorized in their entirety, and such provisions are immediately effective and

binding on all parties and Entities to the extent provided therein are hereby approved and authorized in their entirety, are so ordered, and shall be immediately effective and binding upon the Effective Date without further action or notice by this Bankruptcy Court, any of the Parties subject to such provisions, or any other party, including, without limitation:

(a) ***Release of Liens***. The release of Liens provisions set forth in Article VIII.B of the Plan are hereby approved.

(b) ***Debtor Release***. The Debtor Release provisions set forth in Article VIII.C of the Plan are hereby approved.

(c) ***Third-Party Release***. The Third-Party Release provisions set forth in Article VIII.D of the Plan are hereby approved.

(d) ***Exculpation***. The Exculpation provisions set forth in Article VIII.E of the Plan are hereby approved.

(e) ***Injunction***. The Injunction provisions set forth in Article VIII.F of the Plan are hereby approved.

(f) ***PBGC Release & Exculpation Carve-Out***. The provisions set forth in Article VIII.G of the Plan are hereby approved.

32. **Preservation of Causes of Action**. In accordance with section 1123(b) of the Bankruptcy Code, and subject in all respects to Article VII and Article VIII of the Plan, and the terms of the Settlement and the Sale Orders, all Retained Causes of Action, including, without limitation, Retained Defensive Actions and any actions specifically enumerated in the Schedule of Retained Causes of Action, whether arising before or after the Petition Date, shall vest in the Wind-Down Debtors as of the Effective Date. As of and following the Effective Date of the Plan, the Plan Administrator or the Wind-Down Debtors, as applicable, shall have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release,

withdraw, or litigate to judgment such Retained Causes of Action (including Retained Defensive Actions), as appropriate, in accordance with the best interests of the Wind-Down Debtors. For the avoidance of doubt, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of Confirmation or Consummation of the Plan. The provisions regarding the preservation of Causes of Action in the Plan are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

33. **Section 1146 Exemption**. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable Law, any transfers (whether from a Debtor to a Wind-Down Debtor or the Plan Administrator, from a Debtor or Wind-Down Debtor to the Purchasers, or from a Wind-Down Debtor to any other Person) of property under the Plan pursuant to: (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Wind-Down Debtors, as applicable; (2) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) Other Excluded Asset Dispositions; (4) Excluded Real Estate Dispositions; (5) the making, assignment, or recording of any lease or sublease; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject

to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

34. **Sale Orders**. Notwithstanding anything to the contrary in the Plan, nothing in this Confirmation Order, the Plan or the Plan Supplement shall impair, supersede, alter, or otherwise affect the relief granted in and the rights and obligations set forth in the Sale Orders or the SOTP Transaction Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan or the Plan Supplement, including, for the avoidance of doubt, the provisions relating to the DIP Term Loan Repayment and Prepetition Repayment, each as defined and set forth in the Sale Orders.

35. **Provisions Regarding Minority Ad Hoc Group Litigation Plaintiffs**. Nothing in the Disclosure Statement, the Plan, Plan Supplements, any Definitive Documents, or this

Confirmation Order (each as may be amended, supplemented, modified or restated from time to time), shall preclude, waive, or otherwise release (i) claims or causes of action asserted by the Minority Ad Hoc Group Litigation Plaintiffs[5] and the Ad Hoc Group in the Intercreditor Adversary Proceeding, or (ii) affect the prosecution of the Intercreditor Adversary Proceeding. The Debtors', Minority Ad Hoc Group Litigation Plaintiffs' and Ad Hoc Group's rights with respect to any claims, counterclaims, and defenses that may be asserted in the Intercreditor Adversary Proceeding are reserved. For the avoidance of doubt, any claims or causes of action that have been asserted to date, and any directly related claims or causes of action that can be properly brought in the Intercreditor Adversary Proceeding, shall not be subject to Article VIII of the Plan, including but not limited to any so called "gatekeeping provisions" therein requiring a Bankruptcy Court order prior to proceeding with any such claims or causes of action.

36. **Provisions Regarding Hartford Fire Insurance Company**. Notwithstanding anything in this Order or the Definitive Documents, the *Stipulation and Consent Order Issuing Certain Insurance Coverage and Granting Related Relief* [Docket No. 1190] between the Debtors and Hartford Fire Insurance Company together with its affiliated insurance companies (collectively, "**Hartford**") shall not be modified or superseded by any provision of this Order or the Plan. Neither Article IV.L (*Release of Liens*) of the Plan, nor any other provision in the Plan or this Confirmation Order pertaining to release of liens, shall apply to Hartford. The Debtors'

5 "Minority Ad Hoc Group Litigation Plaintiffs" refers to the plaintiffs in the Intercreditor Adversary Proceeding, *Certain Members of the Ad Hoc Group of Minority Secured Lenders v. Members of the Ad Hoc Term Lender Group (In re Del Monte Corporation II Inc.)*, Adv. Pro. No. 26-01018 (MBK).

rights are reserved to argue that Hartford must first look to its cash collateral prior to asserting any administrative expense claims against the estate, and Hartford's rights are reserved to argue otherwise. Neither Article VII.D (*Estimation of Claims*) nor Article VIII.K (*Reimbursement or Contribution*) of the Plan, nor any other like provision concerning estimation of Claims or section 502(j) of the Bankruptcy Code, shall apply to Hartford. To the extent that the injunction provided for in Article VIII.F of the Plan precludes any claimant's right of setoff, subrogation and/or recoupment unless formally asserted in a motion requesting the right to perform such setoff on or before the Effective Date, such preclusion of rights shall not apply to Hartford. For the avoidance of doubt, Hartford is deemed not to have given a Third-Party Release and will not be a "Releasing Party" with respect to any of its Claims, whether direct, or indirect by way of subrogation.

37. **Provisions Regarding Texas Taxing Authorities**. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, all rights of the Texas Comptroller of Public Accounts and Texas Workforce Commission (collectively, the "**Texas Taxing Authorities**") related to any tax claims filed by the Texas Taxing Authorities (including claims against any non-Debtor third parties) are reserved and all parties reserve all rights related thereto. The Texas Taxing Authorities shall not be a Releasing Party and affirmatively opt out of the Third-Party Release. The Texas Taxing Authorities shall not be required to file any proof of claim, motion or request for payment in order to be paid any administrative claims for taxes that arise in the ordinary course of the Debtors' business, including postpetition taxes incurred by the Debtors after the Petition Date (in accordance with section 503(b)(1)(B)-(D) of the Bankruptcy Code), which shall be paid accordance with section 1129(a)(9)(A) of the Bankruptcy Code or, if not due on the Effective Date,

in the ordinary course of business in accordance with applicable Law. Nothing shall affect or impair any statutory or common law setoff rights of the Texas Taxing Authorities in accordance with section 553 of the Bankruptcy Code. The Texas Taxing Authorities' Allowed Priority Tax Claims will be paid in cash, in full, upon allowance, or alternatively, in equal monthly installments in accordance with section 1129(a)(9)(C) over a period ending not later than sixty (60) months after the Petition Date. Nothing provided in the Plan or Confirmation Order shall be construed to preclude the payment of interest on the Texas Taxing Authorities' Allowed Administrative Claims, Allowed Priority Claims, or Allowed Secured Tax Claims and the applicable interest rate shall be the statutory rate of 7.75%. The Texas Taxing Authorities may amend their tax claims in accordance with applicable Law to reflect the results of the actual assessment of tax liabilities without the consent of the Bankruptcy Court or the Wind-Down Debtors.

38. **Provisions Regarding State of New Jersey, Division of Taxation**. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, all rights of the State of New Jersey, Division of Taxation (collectively, "**NJ Taxation**") related to any tax claims filed by NJ Taxation (including claims against any non-Debtor third parties) are reserved and all parties reserve all rights related thereto. NJ Taxation shall not be a Releasing Party and affirmatively opt-out of the Plan releases. NJ Taxation shall not be required to file any proof of claim, motion or request for payment in order to be paid any administrative claims for taxes that arise in the ordinary course of the Debtors' business, including postpetition taxes incurred by the Debtors after the Petition Date (in accordance with section 503(b)(1)(B)-(D) of the Bankruptcy Code), which shall be paid accordance with section 1129(a)(9)(A) of the Bankruptcy Code or, if

not due on the Effective Date, in the ordinary course of business in accordance with applicable law. Nothing shall affect or impair any statutory or common law setoff rights of NJ Taxation in accordance with 11 U.S.C. § 553. NJ Taxation's priority tax claims will be paid in cash, in full, upon allowance, or alternatively, in equal monthly installments in accordance with section 1129(a)(9)(C) over a period ending not later than sixty (60) months after the Petition Date. NJ Taxation may amend its tax claims in accordance with applicable law to reflect the results of the actual assessment of tax liabilities without the consent of the Bankruptcy Court or the Wind-Down Debtors.

39. **Provisions Regarding Anaplan Agreements.** Notwithstanding anything to the contrary in the Plan, the Plan Supplement, or this Confirmation Order, and solely with respect to the agreements with Anaplan, Inc. and/or Anaplan Limited (collectively, "Anaplan") that were included on the Deferred Decision Schedule attached as Exhibit B to the Plan Supplement (the "**Anaplan Agreements**"),[6] the Debtors and Anaplan agree that (i) the Debtors or the Wind-Down Debtors, as applicable, shall not seek to assume or assume and assign the Anaplan Agreements pursuant to section 365 of the Bankruptcy Code, and (ii) the inclusion of the Anaplan Agreements on the Deferred Decision Schedule is solely to facilitate the orderly transition of services currently

6 For the avoidance of doubt, the Anaplan Agreements include (i) SaaS Subscription Agreement dated as of June 28, 2021, (ii) Order Schedule No. DEL2025-07-01Q-86144, dated July 10, 2025, and (iii) Order Schedule No. Del2025-07-01q-86145, dated July 15, 2025.

provided thereunder to the applicable Purchaser. Anaplan's rights with respect to the Anaplan Agreements are expressly preserved.

40. **Provisions Regarding The J.M. Smucker Company.** In connection with that certain Purchase Agreement, dated October 9, 2013, by and between Del Monte Corporation (predecessor of The J. M. Smucker Company ("**Smucker**")), Del Monte Foods Consumer Products, Inc. (predecessor of Del Monte Foods, Inc.), and DMPL (the "**Project Bay Purchase Agreement**"), the Debtors (and their predecessors) and Smucker (and its predecessor) have historically had certain rights and obligations in connection therewith and with respect to certain unfunded nonqualified deferred compensation obligations to certain former executives and their beneficiaries (as applicable) (the "**Unfunded Pension Plan**").

41. The Project Bay Purchase Agreement and the Unfunded Pension Plan each shall be deemed rejected pursuant to this Confirmation Order and Article V of the Plan.[7] For the avoidance of doubt, Smucker is deemed not to have given a Third-Party Release to any Released Parties, including, but not limited to DMPL, with respect to any Claims or Causes of Action, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, it may have in respect of: (i) the Project Bay Purchase Agreement; or (ii) the Unfunded Pension Plan. Smucker reserves all rights to assert any Claims arising with respect to the Unfunded Pension

[7] For the avoidance of doubt, nothing herein constitutes an admission as to the executory or non-executory nature of the Project Bay Purchase Agreement or the Unfunded Pension Plan, and the Debtors and Smucker each reserve all rights regarding such issue for purposes of section 365 of the Bankruptcy Code.

Plan or the Project Bay Purchase Agreement, including, but not limited to: (i) a request for allowance and payment of an administrative expense claim for unpaid amounts owed, if any, by the Debtors; and (ii) a rejection damages claim, and the Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, reserve all rights to object to such request or Claim, including to assert any counterclaims or defenses available under applicable Law, without limitation. The Debtors shall serve the Confirmation Order Notice upon the participants of the Unfunded Pension Plan,[8] with any claims arising from the rejection thereof to be filed in accordance with Article V of the Plan.

42. **Deemed Consolidation Solely for Purposes of Voting, Confirmation, and Distributions**. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan provides for consolidation of the Debtors solely for purposes of voting, confirmation, and distribution, but not for any other purpose.

43. **Continued Effect of Stays and Injunction**. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court that is in

8 The list of participants is on file with the Debtors, but has been omitted publicly for privacy purposes, and may be viewable by the Court, the U.S. Trustee, and the Committee upon request.

existence upon entry of this Confirmation Order shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect on and following the Effective Date in accordance with their terms.

44. **Non-Severability of Plan Provisions Upon Confirmation**. Notwithstanding any holding, alteration, or interpretation of any term or provision of the Plan by this Bankruptcy Court, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or interpretation. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (c) non-severable and mutually dependent.

45. **Modifications and Amendments**. Except as otherwise specifically provided in the Plan, the Debtors, with the consent of the Ad Hoc Group, and to the extent reasonably practicable, advanced written notice to the Committee, or after dissolution of the Committee, the Claims Oversight Administrator, reserve the right to (a) modify the Plan, whether such modification is material or immaterial; (b) seek Confirmation consistent with the Bankruptcy Code; and (c) as appropriate, not re-solicit votes on such modified Plan; provided that, the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, may not modify or amend the Plan in any way that would modify, alter, or otherwise affect the terms of the Settlement, including, without limitation, the economic and treatment provisions thereof, without the prior written consent of each of the affected Settlement Parties. Subject to certain restrictions and requirements

set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors, subject to the consent rights of the Ad Hoc Group under the RSA and the consent rights of the Committee under the Settlement and the Plan, expressly reserve their respective rights to revoke or withdraw, alter, amend, or modify the Plan with respect to each Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. For the avoidance of doubt, the Wind-Down Debtors or the Plan Administrator may not amend, alter, or otherwise modify the Plan, including provisions governing treatment, if such amendment, alteration, or modification would be inconsistent with the terms of the Settlement unless so agreed by the affected Settlement Parties.

46. **Waiver of Filings**. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to File any list, schedule, or statement with the Bankruptcy Court or the office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not Filed as of the Confirmation Date.

47. **Authorization to Consummate**. The Debtors are authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver (with the consent of the requisite parties set forth in Article IX.C of the Plan) of the conditions precedent to Consummation set forth in Article IX.B of the Plan.

48. **Failure of Consummation**. If the Effective Date of the Plan does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, any Holders, or any other Entity; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

49. **Substantial Consummation**. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

50. **Dissolution of Creditors' Committee**. On the Effective Date, the Committee shall dissolve automatically except for the purposes set forth in the Plan, the Committee, its members, and its retained Professionals shall have no further duties, obligations, or responsibilities in connection with the Chapter 11 Cases. The Committee will remain in place after the Effective Date solely for the following limited purposes and solely in accordance with the Committee's statutory and fiduciary duties given the facts and circumstances of these Chapter 11 Cases: (a) pursuing requests and the allowance of Professional Fee Claims and final fee applications Filed by Committee Professionals pursuant to sections 330 and 331 of the Bankruptcy Code in accordance with Article II.C of the Plan, and (b) any appeals of the Confirmation Order or any other appeal or pending adversary proceeding to which the Committee is a party. The Wind-Down Debtors shall no longer be responsible for paying any fees or expenses incurred by the Committee Professionals or the members of the Committee after the Effective Date, except for any fees and expenses

incurred in connection with the activities described in the foregoing sentence, and in all cases subject to and in accordance with the terms of the Settlement.

51. **Notice of Confirmation**. In accordance with Bankruptcy Rules 2002 and 3020(c), the Wind-Down Debtors shall cause notice of entry of this Confirmation Order, substantially in the form attached hereto as **Exhibit B** (the "**Confirmation Order Notice**"), to be Filed on the docket and be served by first-class mail or by electronic service, as applicable, to all known Holders of Claims and Interests and all other Entities served with the Combined Hearing Notice ten (10) Business Days following the occurrence of the Effective Date. Notwithstanding the above, no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors served a Combined Hearing Notice but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Confirmation Order Notice is adequate under the particular circumstances of these Chapter 11 Cases and no other or further notice is necessary.

52. The Confirmation Order Notice will have the effect of an order of the Bankruptcy Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy Law.

53. **Reservation of Rights**. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or

waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

54. **References to and Omissions of Plan Provisions**. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

55. **Headings**. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

56. **Effect of Conflict**. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the relevant document in the Plan Supplement shall control (except as expressly provided in such Plan Supplement document). In the event of any inconsistency between the Plan or Plan Supplement, on the one hand, and the Confirmation Order on the other hand, the Confirmation Order shall control, except as expressly provided herein. In the event of any inconsistency between the Plan or this Confirmation Order, on the one hand, and the Settlement Order or the Settlement, on the other hand, the Settlement Order and the Settlement shall control in all respects. In the event of any inconsistency between

the Plan or this Confirmation Order, on the one hand, and the Sale Orders, on the other hand, the Sale Orders shall control in all respects.

57. **Final Order**. This Confirmation Order is a Final Order upon the satisfaction of the conditions precedent to becoming a Final Order as set forth in the definition of Final Order in the Plan and as set forth in this Confirmation Order. The period in which an appeal of the Confirmation Order must be Filed shall commence upon the entry hereof.

58. **Retention of Jurisdiction**. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or by applicable federal Law, the Bankruptcy Court shall retain jurisdiction as set forth in Article XI of the Plan.

Exhibit A

Plan

[*Intentionally Omitted*]

Exhibit B

Confirmation Order Notice

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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 (I) ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF DEL MONTE FOODS CORPORATION II INC. AND ITS DEBTOR AFFILIATES, (II) OCCURRENCE OF THE EFFECTIVE DATE, AND (III) CERTAIN BAR DATES

PLEASE TAKE NOTICE that on May [●], 2026, the Honorable Michael B. Kaplan, Chief Judge, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of New Jersey (the "**Court**"), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement and (II) Confirming the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and its Debtor Affiliates* [Docket No. [●]] (the "**Confirmation Order**") confirming the Plan[2] and approving, on a final basis, the Disclosure Statement for the Plan [Docket No. 1337] of the above-captioned debtors and debtors in possession (the "**Debtors**").

PLEASE TAKE FURTHER NOTICE that, **on [●], 2026**, the Effective Date of the Plan occurred.

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[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 have the meanings given to them in the *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as modified, amended, and including all supplements, the "**Plan**").

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.A of the Plan, except as otherwise provided for in the Plan, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those that: (1) identified (if any) on (x) the Schedule of Assumed Executory Contracts and Unexpired Leases or (y) the Deferred Decision Schedule; (2) are the subject of a Filed motion to assume, assume and assign, or reject such Executory Contract or Unexpired Lease (or of a Filed objection with respect thereto) that is pending on the Confirmation Date; (3) are to be assumed by the Debtors or assumed by the Debtors and assigned to another third party, as applicable, under the SOTP Transaction Documents pursuant to the Sale Orders or in connection with any sale transaction that is pending on the Confirmation Date; or (4) are a contract, release, or other agreement or document entered into in connection with the Plan. Any Deferred Decision Contract or Deferred Decision Lease removed from the Deferred Decision Schedule prior to the applicable Deferred Decision Deadline and not otherwise identified on the Schedule of Assumed Executory Contracts and Unexpired Leases shall be deemed rejected effective as of the date set forth in the applicable Deferred Decision Rejection Notice.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.C of the Plan, if the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by Final Order of the Bankruptcy Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Wind-Down Debtors, the Plan Administrator, or any of their respective assets and properties unless a Proof of Claim is Filed with the Notice and Claims Agent and served upon counsel to the Plan Administrator within thirty (30) days of the latest of (1) the Effective Date, (2) service of any Deferred Decision Rejection Notice, or (3) the Deferred Decision Deadline, as applicable. The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan and Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Plan and the Confirmation Order, the Deadline to file final requests for payment of Professional Fee Claims is [●], 2026 (the "**Professional Fee Application Deadline**"), which is forty-five (45) days after the Effective Date. All professionals must file final requests for payment of Professional Fee Claims by no later than the Professional Fee Application Deadline to receive final approval of the fees and expenses incurred in these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE THAT the Plan and its provisions are binding on the Debtors, the Wind-Down Debtors, and any Holder of a Claim or an Interest and such Holder's respective successors and assigns, whether or not the Claim or the Interest of such Holder is Impaired under the Plan, and whether or not such Holder voted to accept the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan and this Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and this Confirmation Order in their entirety.

PLEASE TAKE FURTHER NOTICE THAT copies of the Confirmation Order, the Plan, the Disclosure Statement, the Plan Supplement, and other documents and materials filed in these Chapter 11 Cases may be obtained by accessing the Debtors' Chapter 11 website at https://cases.stretto.com/delmontefoods/ (free of charge) or by visiting PACER at http://www.njb.uscourts.gov (for a fee at your expense).

Dated: [●], 2026

/s/ DRAFT
Michael D. Sirota

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**Admitted Pro Hac Vice*

Co-Counsel to the Debtors and
Debtors in Possession

Exhibit B

Redline of Revised Proposed Confirmation Order Against Proposed Confirmation Order

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

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

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE AMENDED DISCLOSURE STATEMENT AND (II) CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF DEL MONTE FOODS CORPORATION II INC. AND ITS DEBTOR AFFILIATES (WITH TECHNICAL MODIFICATIONS)

The relief set forth on the following pages, numbered three (3) through ~~sixty-five~~sixty-eight (~~65~~68) is **ORDERED**.

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

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

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Co-Counsel to the Debtors and
Debtors in Possession

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") having:[1]

a. commenced, on July 1, 2025 (the "**Petition Date**"), these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

b. filed, on July 2, 2025, the *Declaration of Jonathan Goulding, as Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 19];

c. obtained, on August 12, 2025, entry of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay, and (V) Granting Related Relief* [Docket No. 359], authorizing, among other things, the Debtors to enter into the DIP Facilities and use Cash Collateral (each as defined therein);

d. obtained, on August 13, 2025, entry of the *Order (I) Approving the Auction and Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into the Stalking Horse Purchase Agreement, (III) Scheduling an Auction and Sale Hearing, (IV) Approving the Form and Manner of Notice Thereof, (V) Authorizing the Sale of Assets, and (VI) Granting Related Relief* [Docket No. 365], approving, among other things, certain procedures for bidding on all or substantially all of the Debtors' assets;

e. obtained, on September 25, 2025, entry of the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 562] (the "**Bar Date Order**");

1 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan (including the Plan Supplement), the Disclosure Statement, or the Bankruptcy Code (each as defined herein), as applicable. The rules of interpretation set forth in Article I of the Plan shall apply to this Confirmation Order.

f. obtained, on February 6, 2026, a bench ruling from the Bankruptcy Court (the "**Bench Ruling**") [Docket No. 1182, Hr'g Tr. 9:25–33:19], granting the Debtors' motion (the "**Settlement Motion**") to approve the settlement (the "**Settlement**") reached among the Debtors, the Committee, the Ad Hoc Group, and DMPL, following a two-day evidentiary hearing beginning on January 28, 2026 and concluding on January 29, 2026 on the Settlement Motion;

g. obtained, on February 20, 2026, entry of the Sale Orders approving the SOTP Transactions for the sale of substantially all of the Debtors' assets [Docket Nos. 1208–1210], the closing of which occurred on March 19, 2026 [Docket No. 1338];

h. obtained, on February 20, 2026, entry of the *Order (A) Approving the Settlement Reached Among the Mediation Parties and (B) Granting Related Relief* [Docket No. 1211] (the "**Settlement Order**") approving the Settlement upon the terms set forth in the term sheet attached to the Settlement Order as Exhibit A;

i. filed, on February 25, 2026, each of the (i) *Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1229], (ii) *Disclosure Statement to the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1230], and (iii) *Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 1232] (the "**Disclosure Statement Motion**");

j. filed, on March 16, 2026, the (i) *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1315], and (ii) *Amended Disclosure Statement to the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1316];

k. obtained, on March 18, 2026, the further *Order Extending the Debtors' Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof* [Docket No. 1326];

l. obtained, on March 19, 2026, entry of the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation*

Procedures and the Forms Related Thereto; and (IV) Granting Related Relief [Docket No. 1334] (the "**Disclosure Statement Order**"), following a hearing (the "**Disclosure Statement Hearing**") which, among other things: (A) approved the Disclosure Statement (defined herein) on an interim basis; (B) approved all key dates and deadlines set forth therein, including scheduling a combined hearing on final approval of the Disclosure Statement and confirmation of the Plan (defined herein) (the "**Combined Hearing**"); and (C) approved the voting and solicitation procedures (the "**Solicitation & Voting Procedures**"), the forms of ballots (the "**Ballots**"), and certain other notices and related materials (the foregoing materials, together with the Disclosure Statement and the Plan, collectively, the "**Solicitation Package**");

m. filed, on March 19, 2026, the solicitation versions of the (i) *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as may be modified, amended, or supplemented from time to time, including by the *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates (With Technical Modifications)* [Docket No. 1502, Exhibit A], the "**Plan**"), and (ii) *Amended Disclosure Statement to the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* dated March 19, 2026 [Docket No. 1337] (the "**Disclosure Statement**");

n. caused, on March 26, 2026, the Solicitation Packages, notice of the Combined Hearing (the "**Combined Hearing Notice**") [Docket No. 1364], the non-voting status for the Non-Voting Classes (the "**Non-Voting Notice**"), with each Ballot and Non-Voting Notice containing a form to voluntarily opt-out of the Third-Party Release (defined herein) (the "**Opt-Out Form**"), to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "**Local Rules**"), as evidenced by, among other things, the *Certificate of Mailing* [Docket No. 1362] (the "**Solicitation Certificate of Service**");

o. filed, on April 13, 2026, the *Notice of Filing of Initial Plan Supplement* [Docket No. 1427] (the "**Initial Plan Supplement**" and, as may be amended, supplemented or otherwise modified from time to time in accordance with the Plan, including by the *Notice of Filing of First Amended Plan Supplement* [Docket No. 1503], the "**Plan Supplement**," which shall be incorporated into and a part of the Plan);

p. obtained, on April 16, 2026, entry of the *Order Authorizing the Debtors to Undertake Certain Actions in Furtherance of the Wind-Down Process* [Docket No. 1448] (the "**Wind-Down Facilitation Order**");

q. filed, on ~~[~~April 25~~]~~, 2026, a proposed form of this Confirmation Order [Docket No. ~~[●]~~1469];

r. filed, on April 28, 2026, the *Declaration of Jonathan Goulding, Chief Restructuring Officer of the Debtors, in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. ~~[●]~~1477] (the "**Goulding Declaration**");

s. filed, on ~~[~~April 28~~]~~, 2026, the *Declaration of Leticia Sanchez on behalf of Stretto, Inc. Regarding the Solicitation and Tabulation of Votes on the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. ~~[●]~~1479] (together with all exhibits attached thereto, the "**Voting Declaration**" and, together with the Goulding Declaration, the "**Declarations**"); ~~and~~

t. caused, on April 29, 2026, the *Notice of Adjournment of Combined Hearing to Consider Final Approval of the Disclosure Statement and Confirmation of the Plan* [Docket No. 1483] to be served on all parties entitled to notice; and

u. ~~t.~~ filed, on ~~[●]~~May 6, 2026, the *Debtors' Memorandum of Law in Support of (I) Approval of the Adequacy of the Debtors' Disclosure Statement and (II) Confirmation of the Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtors Affiliates* [Docket No. ~~[●]~~1507] (the "**Confirmation Brief**").

THE BANKRUPTCY COURT HAVING:

a. established April 23, 2026, by 4:00 p.m. (prevailing Eastern Time), as the deadline for (i) (a) voting on the Plan and (b) opting out of the Third-Party Release contained in the Plan (the "**Voting & Opt-Out Deadline**") and (ii) parties to serve a final list of witnesses and exhibits they intend to offer at the Combined Hearing;

b. established April 28, 2026, by 5:00 p.m. (prevailing Eastern Time), as the deadline for (i) Filing objections to the adequacy of the Disclosure Statement

and/or Confirmation and (ii) parties to submit written declarations of any witnesses they intend to present as evidence at the Combined Hearing;

c. established April 30, 2026, by 4:00 p.m. (prevailing Eastern Time), as the deadline for serving objections to any party's final witness and exhibit lists;

d. established May ~~5~~6, 2026, by 1:00 p.m. (prevailing Eastern Time), as the deadline for (i) the Debtors to File their brief in support of Confirmation and (ii) parties to File a reply to any objections to the adequacy of the Disclosure Statement and/or Confirmation;

e. ~~established~~initially set May 7, 2026, at 11:30 a.m. (prevailing Eastern Time), as was later rescheduled to May 12, 2026, at 10:00 a.m. (prevailing Eastern Time), as the date and time for the Combined Hearing, pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Disclosure Statement Order;

f. reviewed the (i) the Plan (including the Plan Supplement and the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan); (ii) the Disclosure Statement; (iii) the Disclosure Statement Motion; (iv) the Disclosure Statement Order; (v) the Plan Supplement; (vi) the Confirmation Brief; (vii) the Declarations; (viii) the Combined Hearing Notice; (ix) the Solicitation Package, the Solicitation & Voting Procedures, the Ballots, the Non-Voting Notices, and the Opt-Out Forms; and (x) all Filed pleadings, exhibits, declarations, affidavits, statements, responses, and other remarks regarding final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, joinders, statements, and reservations of rights;

g. held the Combined Hearing on May ~~7~~12, 2026;

h. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;

i. considered all oral representations, testimony, documents, filings, exhibits, and other evidence regarding approval of the Disclosure Statement and Confirmation;

j. overruled (i) any and all objections to the Plan, to Confirmation, and to final approval of the Disclosure Statement, except as otherwise stated herein or indicated on the record, and (ii) all statements, joinders, and reservations of rights not consensually resolved, agreed to, adjourned, or withdrawn unless otherwise indicated; and

k. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Bankruptcy Court that the Combined Hearing Notice and the opportunity for any party in interest to object to final approval of the Disclosure Statement and Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents Filed in support of final approval of the Disclosure Statement and Confirmation and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court makes and issues the following findings of fact and conclusions of Law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth (a) in this Confirmation Order, (b) in the Settlement Order and the Bench Ruling, and (c) on the record at the Combined Hearing constitute the Bankruptcy Court's findings of fact and conclusions of Law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. All findings of fact and conclusions of Law announced by the Bankruptcy Court at the Combined Hearing in relation to final approval of the Disclosure Statement and Confirmation,

including any rulings made on the record at the Combined Hearing, are hereby incorporated into this Confirmation Order. To the extent any of the following conclusions of Law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Bankruptcy Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan and final approval of the Disclosure Statement is a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution.

C. Eligibility for Relief.

3. The Debtors were at all times during these Chapter 11 Cases and, other than the Entities whose Chapter 11 Cases were dismissed pursuant to *Order (A) Dismissing the Chapter 11 Cases of Contadina Foods, Inc., Del Monte Chilled Fruit Snacks, LLC, and Del Monte Mexico Holdings LLC, and (B) Granting Related Relief* [Docket No. 1388], continue to be Entities eligible for relief under section 109 of the Bankruptcy Code, and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of these Chapter 11 Cases.

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, these "**Chapter 11 Cases**"). In accordance with the *Order Authorizing (I) Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 54], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On July 17, 2025, the U.S. Trustee appointed the official committee of unsecured creditors [Docket No. 168] (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code, which was reconstituted on March 24, 2026 [Docket No. 1343] and further reconstituted on April 22, 2026 [Docket No. 1462]. No trustee or examiner has been appointed in these Chapter 11 Cases.

E. Plan Supplement.

6. On April 13, 2026, the Debtors filed and served the Initial Plan Supplement. The Plan Supplement (including as subsequently amended, supplemented, or otherwise modified from time to time in accordance with the Plan) complies with the Bankruptcy Code and the terms of the Plan and this Confirmation Order under the facts and circumstances of these Chapter 11 Cases, including those adduced at the Combined Hearing, and the Debtors provided sufficient

notice of the Filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, Laws, and requirements, and no other or further notice is required with respect to the Plan Supplement or any of the documents contained therein or relating thereto. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and this Confirmation Order, and in accordance with section 1127(b) of the Bankruptcy Code, the Debtors reserve the right to alter, amend, update, modify, or supplement the Plan Supplement consistent with the terms of the Plan and this Confirmation Order; *provided* that (i) no such alteration, amendment, update or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan, and (ii) pursuant to the Plan, each of the Schedule of Assumed Executory Contracts and Unexpired Leases and the Deferred Decision Schedule may be altered, amended, updated, modified, or supplemented through the Deferred Decision Deadline. The Filing and notice of the documents included in the Plan Supplement were adequate and proper and in compliance with this Bankruptcy Court's orders, including this Confirmation Order.

F. Modifications to the Plan.

7. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of solicitation of votes thereon, including to the extent the terms of this Confirmation Order may be construed to constitute modifications to the Plan (collectively, the

"**Plan Modifications**"), do not individually or in the aggregate materially or adversely affect or change the treatment of any Claim against or Interest in any Debtor.

8. Notice of the Plan Modifications was adequate and appropriate under the facts and circumstances in these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code, the re-solicitation of acceptances or rejections under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims in the Voting Classes (as defined herein) be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Bankruptcy Court and all votes cast with respect to the Plan prior to the Plan Modifications shall be binding and shall apply with respect to the Plan.

G. Disclosure Statement.

9. The Disclosure Statement contains "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

H. Bankruptcy Rule 3016.

10. The Plan and all Plan Modifications are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy

Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the Entities that will be subject to the injunctions, releases, and exculpations contained in the Plan, thereby satisfying Bankruptcy Rule 3016(c).

I. Burden of Proof—Confirmation of the Plan.

11. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation.

J. Notice.

12. As evidenced by the Voting Declaration and the Solicitation Certificate of Service, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Disclosure Statement, the Plan (and the opportunity to opt out of the Third-Party Release), the Disclosure Statement Order, the Combined Hearing, the Voting & Opt-Out Deadline, the Solicitation Packages, the Plan Supplement, and all other materials distributed in connection with Confirmation in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002, 3017, and 2018, the Local Rules, and the procedures set forth in the Disclosure Statement Order. The Combined Hearing Notice, the Solicitation Packages, and the Non-Voting Notices, including the Opt-Out Forms, were properly transmitted and served on March 26, 2026, on all Holders of Claims and Interests and all other required parties in interest, as evidenced by the Solicitation Certificate of Service, in compliance

with this Bankruptcy Court's orders. Such transmission and service were timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

K. Voting Declaration.

13. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement, the Disclosure Statement Order, and any applicable nonbankruptcy Law, rule, or regulation.

14. As set forth in the Plan and the Disclosure Statement, Holders of Claims in Class 3 (Super-Senior Term Loan Claims), Class 4 (General Unsecured Claims), and Class 5 (Other General Unsecured Claims) (collectively, the "**Voting Classes**") were eligible to vote to accept or reject the Plan in Accordance with the Solicitation & Voting Procedures. Holders of Claims and Interests in Class 1, Class 2, Class 6, Class 7, Class 8, and Class 9 (collectively, the "**Non-Voting Classes**") were either conclusively presumed to accept the Plan or deemed to reject the Plan, and therefore were not eligible to vote on the Plan.

15. As evidenced by the Voting Declaration, Classes ~~[●]~~3, 4, and 5 have voted to accept the Plan.

L. Solicitation.

16. As described in the Voting Declaration and evidenced by the Solicitation Certificate of Service, the Debtors solicited votes for acceptance or rejection of the Plan in good faith, and in compliance with the Solicitation & Voting Procedures. Such solicitation was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable nonbankruptcy rules, Laws, and regulations, including any registration requirements under the Securities Act.

17. As evidenced by the Voting Declaration and the Solicitation Certificate of Service, as applicable, the Solicitation Packages were transmitted and timely served, including to all Holders of Claims in the Voting Classes, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017, 3018, and 3019, the Local Rules, the Disclosure Statement Order, and all other applicable nonbankruptcy rules, Laws, and regulations. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is necessary or will be required.

18. As evidenced by the Voting Declaration and Solicitation Certificate of Service, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim in such Class as of March 11, 2025 (the "**Voting Record Date**"). The establishment and notice of

the Voting Record Date were reasonable and sufficient under the facts and circumstances of these Chapter 11 Cases.

19. The period during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

M. Service of Opt-Out Forms.

20. On March 26, 2026, as evidenced by the Solicitation Certificate of Service, the Debtors served all Holders of Claims in the Voting Classes with a Ballot containing the Opt-Out Form, and all other Holders of Claims and Interests and every other known stakeholder with the Non-Voting Notices containing the Opt-Out Form. Such materials adequately summarized the material terms of the Plan, including classification and treatment of Claims and Interests and the release, exculpation, and injunction provisions of the Plan, and provided all such parties in interest a reasonable opportunity to opt out of the Third-Party Releases on a voluntary and informed basis. For the avoidance of doubt, any party that received an Opt-Out Form and did not elect to opt out of the Third-Party Release prior to the Voting & Opt-Out Deadline shall be a Releasing Party under the Plan. Any properly completed and timely submitted Supplemental Opt-Out Form shall be valid and binding to the same extent as an Opt-Out Form.

N. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).

(i) *Proper Classification—Sections 1122 and 1123(a)(1).*

21. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Claims, which are addressed in Article II of the Plan and which have not been classified in accordance with section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(ii) *Compliance—Section 1123(a)(1)-(4).*

22. In accordance with section 1123(a) of the Bankruptcy Code, the Bankruptcy Court finds and concludes that the Plan: (a) designates Classes of Claims and Interests, other than Claims of a kind specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (b) specifies Classes of Claims and Interests that are not Impaired under the Plan; (c) specifies the

treatment of Classes of Claims and Interests that are Impaired under the Plan; and (d) provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to less favorable treatment of such Claim or Interest. Therefore, the Plan satisfies the requirements of section 1123(a)(1)- through (4) of the Bankruptcy Code.

(iii) *Adequate Means for Plan Implementation—Section 1123(a)(5).*

23. Article IV and various other provisions of the Plan, including the Plan Supplement, provide adequate and proper means for the Plan's implementation. Those provisions include: (a) the appointment of a Plan Administrator who is responsible for, among other things, (i) winding down the Debtors' Estates, (ii) distributing Estate proceeds as prescribed by the Plan, (iii) executing all instruments and documents necessary to make such distributions, (iv) establishing and overseeing bank accounts in the name of the Debtors and the Wind-Down Debtors, as applicable, (v) retaining professionals to represent the Plan Administrator with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary, (vi) determining whether to extend the Deferred Decision Deadline and/or whether to assume or reject any Deferred Decision Contracts, as applicable, and (vii) reviewing and, as necessary, objecting to any final fee application of any Professionals (subject to the terms of the Settlement); (b) the establishment of the Plan Administrator Reserve; (c) the sources of consideration for Distributions under the Plan; (d) the cancellation of notes, instruments, and other documents evidencing Claims, Interests, or Intercompany Interests; (e) the vesting of

existing assets in the Wind-Down Debtors; (f) the authority to undertake corporate actions necessary to effectuate the Plan; and (g) the preservation of Retained Causes of Action. Moreover, on the Effective Date, the Debtors or the Wind-Down Debtors, as applicable, through access to the Plan Administrator Reserve, will have sufficient Cash to make all payments required under the Plan. For the avoidance of doubt, the Plan Administrator shall be paid solely from the Plan Administrator Reserve as set forth in the Plan. The Plan therefore complies with section 1123(a)(5) of the Bankruptcy Code.

(iv) *Non-Voting Equity Securities and Voting Power of Equity Securities—Section 1123(a)(6).*

Section 1123(a)(6) of the Bankruptcy Code is not applicable in the Chapter 11 Cases because the Plan contemplates (a) the merger or dissolution of the Debtors' corporate existences as soon as practicable after the Effective Date in furtherance of the Debtors' Wind-Down pursuant to the Plan; and (b) no issuance of new securities of the Debtors.

(v) *Directors and Officers—Section 1123(a)(7).*

24. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Pursuant to Article IV.G. of the Plan, on the Effective Date, all directors, managers or other individuals comprising the board of directors (or other governing body exercising similar authority) of each Debtor shall be deemed removed from their position on such board (or other similar body) and discharged of any and all authority, duties, responsibilities and obligations relating to, arising from and in connection with their service in such capacities, in each case, as of the Effective Date. On the Effective Date, the Post-Effective Date Director shall be

appointed, which individual shall be selected in accordance with Article IV.G.1 of the Plan. On the Effective Date, the Plan Administrator, selected by the Debtors and the Ad Hoc Group in consultation with the Committee, shall be appointed as the sole officer of the Wind-Down Debtors and shall be subject to oversight of the Post-Effective Date Director, pursuant to Article IV.H of the Plan. The Plan Administrator shall have such rights, powers, and duties necessary to carry out its duties pursuant to the Plan and the terms of the Plan Administrator Agreement, a copy of which was Filed as an exhibit to the Plan Supplement. The identities of, and disclosures required pursuant to section 1129(a)(5) of the Bankruptcy Code with respect to, each of the Post-Effective Date Director and the Plan Administrator were included in the Plan Supplement. The manner of selection of the Post-Effective Date Director and the Plan Administrator is consistent with the interests of creditors and other stakeholders, as well as with public policy.

(vi) *Discretionary Contents of the Plan.*

25. As set forth below, the Plan satisfies the requirements of section 1123(b) of the Bankruptcy Code. The other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

(vii) *Claims and Interests; Executory Contracts and Unexpired Leases—Section 1123(b)(1)-(2).*

26. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides for the assumption or rejection of the Executory Contracts and Unexpired Leases of the Debtors to the extent not previously assumed

or rejected pursuant to section 365 of the Bankruptcy Code or otherwise provided under the Plan (including, for the avoidance of doubt, the Deferred Decision Contracts and Deferred Decision Leases), and provides appropriate authorizing orders of the Bankruptcy Court.

(viii) *Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).*

a. **Settlement.**

27. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and to the greatest extent permissible under the Bankruptcy Code, and in consideration for the classification, distributions, settlements, compromises, releases, injunctions, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan, to the extent not already and separately approved pursuant to the Settlement Order, shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan (collectively, the "**Plan Settlements**"). Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan, including the Plan's implementation of the Settlement previously approved pursuant to the Settlement Order, for which the findings of fact and conclusions of Law set forth in the Bench Ruling are restated and incorporated herein by reference, including with respect to the releases set forth and approved therein. Entry of the Confirmation Order shall also constitute the approval of the Plan Settlements, including with respect to the releases contemplated by the Plan to the extent not already approved pursuant to the Settlement Order, which include by reference each of the related provisions and definitions

contained in the Plan. The Settlement and the terms set forth therein are an integral part of the Plan and essential to its implementation. Upon consideration of the record of these Chapter 11 Cases and the evidence introduced at the Combined Hearing, the Bankruptcy Court finds that the Plan Settlements, including, without limitation, the releases described in Article VIII of the Plan, to the extent not already approved pursuant to the Settlement Order: (a) are the result of extensive, arm's-length, good-faith negotiations that, in addition to the Plan, enabled consummation of the SOTP Transactions; (b) preserve value for the Debtors, their Estates, and all their stakeholders by, among other things, avoiding extended, uncertain, time-consuming, and value-destructive litigation; (c) represent a fair, equitable compromise of all Claims, Interests, and controversies and sound exercise of the Debtors' business judgment; and (d) are in the best interests of the Debtors, their Estates, all Holders of Claims and Interests, and all other parties in interests.

b. **Discharge; Lien Release.**

28. The discharge provisions and the release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.B of the Plan (the "**Release of Liens**") are necessary to implement the Plan. The provisions of the discharge and Release of Liens are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. Except as otherwise provided in the Plan, this Confirmation Order, or the SOTP Transaction Documents, including the Purchase Agreements and the Sale Orders, any assets not sold as part

of the SOTP Transactions or released pursuant to the Settlement Order and/or the Plan shall be transferred to and vest in the Wind-Down Debtors free and clear of all Liens, Claims, charges, interests, or other encumbrances (other than any Liens or Claims arising under the DIP Term Loan Facility, as set forth in the Plan) pursuant to sections 363(f) and 1141(d) of the Bankruptcy Code and in accordance with the terms of this Confirmation Order, the Plan, and the SOTP Transaction Documents, each as applicable. Without limiting the foregoing, except as otherwise provided in the Plan (including with respect to the DIP Term Loan Claims), any Plan Supplement, or the SOTP Transaction Documents, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the Wind-Down Transactions applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Wind-Down Debtors and their successors and assigns. The Holder of such Secured Claim (and the applicable agents for such Holder) shall be directed, at the sole cost and expense of the Wind-Down Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (or the applicable agents for such Holder) and to take such actions as may be

reasonably requested by the Wind-Down Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Lien.

c. **Debtor Release.**

29. Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Bankruptcy Court has jurisdiction and constitutional adjudicatory authority to approve the release set forth in Article VIII.C of the Plan (the "**Debtor Release**"). The Debtor Release (as defined in the Plan), to the extent not already approved as part of the Settlement, is (a) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, their significant concessions and contributions to the Debtors' restructuring efforts; (b) a good-faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and their stakeholders (including all Holders of Claims and Interests); (d) fair, equitable, and reasonable; (e) given and made after notice and opportunity to be heard; and (f) a bar to any of the Debtors, the Wind-Down Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors and is the result of a hard-fought and

arm's-length negotiation process conducted in good faith. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process, including the Settlement Parties, whose participation in the Chapter 11 Cases is critical to the Debtors' successful emergence from bankruptcy. The scope of the Debtor Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is appropriate.

30. Based on the foregoing, among other things, the Debtor Release is approved in its entirety.

d. **Third-Party Release.**

31. Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Bankruptcy Court has jurisdiction and constitutional adjudicatory authority to approve the third-party release contained in Article VIII.D of the Plan (the "**Third-Party Release**").

32. The Third-Party Release is consensual with respect to the Releasing Parties. The Holders of Claims in the Voting Classes were provided with Ballots containing ~~an~~the Opt-Out ~~form~~Form providing them with the option to check a box to opt out from granting the Third-Party Release, regardless of whether they voted to accept or reject the Plan. ~~Similarly,~~ ~~the~~The members of the Non-Voting Classes were likewise given ~~a similar~~an opportunity to opt out of the Third-Party Release via the Opt-Out Form attached to the Non-Voting Notice. The

text of the Third-Party Release was printed in bold type in the Disclosure Statement, the Plan, the Ballots, and the Non-Voting Notices, including the Opt-Out Forms. Such parties in interest were provided due and adequate notice of these Chapter 11 Cases, the Plan, the Third-Party Release, the Voting & Opt-Out Deadline, and the Objection Deadline with respect to confirmation of the Plan, the opportunity to opt out of the Third-Party Release, and the opportunity to object to the Plan and the Third-Party Release, and were properly informed that the Holders of Claims against or Interests in the Debtors were being given the opportunity to opt out of the release of all Claims and Causes of Action against the Debtors and all other Released Parties. Thus, all parties from whom Third-Party Release were sought had received timely, appropriate, conspicuous, and adequate notice of the Third-Party Release, including the explanation that such creditors would be granting such releases if they failed to opt out by checking the opt-out box on the Opt-Out Form set forth in the Ballot or attached to the Non-Voting Notice, as applicable. Accordingly, the Third-Party Release is fully consensual and consistent with the Bankruptcy Code and due process.

33. Furthermore, the scope of the Third-Party Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases. The Third-Party Release is an essential and integral part of the Plan Settlements memorialized in the Plan, and provides finality for the Debtors, the Wind-Down Debtors, and the Released Parties regarding the parties' respective obligations under the Plan, and as with the Debtor Release, the Third-Party Release likewise was critical in incentivizing the Released Parties to support both the Debtors' chapter 11 process

generally and to participate in the formulation and financing of these Chapter 11 Cases and the Plan. The Third-Party Release was a core negotiation point and instrumental in developing the Settlement, the Sale and Marketing Process and SOTP Transactions, and the value-maximizing Plan. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring and wind-down processes.

34. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release described in Article VIII.D of the Plan, which include by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that each Third-Party Release described in Article VIII.D of the Plan, to the extent not already approved as part of the Settlement, is: (i) consensual; (ii) given in exchange for the good and valuable consideration provided by the Released Parties; (iii) a good-faith settlement and compromise of such Claims and Causes of Action; (iv) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; (vii) a sound exercise of the Debtors' business judgment; (viii) appropriately narrow in scope given that it expressly excludes any Claims or Causes of Action arising from acts or omissions determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; (ix) a bar to any of the Releasing Parties or the Debtors or their respective Estates or, if applicable, the Wind-Down Debtors, asserting any Claim or Cause of Action related thereto, of any kind, against any of the Released Parties or their property; (x) appropriately narrow in scope; (xi)

essential to Confirmation; and (xii) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code

35. Based on the foregoing, among other things, the Third-Party Release is approved in its entirety. For the avoidance of doubt, and notwithstanding anything to the contrary, the Minority Ad Hoc Group, the individual members thereof as identified in the *Verified Statement of the Ad Hoc Group of Minority Secured Lenders, Pursuant to Bankruptcy Rule 2019* [Docket No. 295], and any other party who timely opted out of the Third-Party Release are not bound by the Third-Party Release.

e. **Exculpation.**

36. The exculpation provisions set forth in Article VIII.E of the Plan (the "**Exculpation**") are essential to the Plan. The Exculpation is appropriate, supported by proper evidence, proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately tailored to the facts and circumstances of these Chapter 11 Cases. The record of these Chapter 11 Cases demonstrates that the Exculpation was critical to the Exculpated Parties' willingness to support the Debtors' Chapter 11 efforts and that it is narrowly tailored to protect the Exculpated Parties only from litigation related to acts or omissions in connection with the administration of the Chapter 11 Cases and related transactions, and does not protect such parties from acts or omissions determined by a Final Order to have constituted actual fraud, gross negligence, intentional fraud, or willful misconduct. Accordingly, the Exculpation is hereby approved.

f. **Injunction.**

37. The injunction provisions set forth in Article VIII.F of the Plan (the "**Injunction**") are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the Exculpation. The Injunction is appropriately tailored to achieve those purposes. Accordingly, the Injunction is hereby approved in its entirety.

g. **Administrative Claims Bar Date**.

38. Requests for payment of Administrative Claims that are not Professional Fee Claims or DIP Claims must be Filed with the Bankruptcy Court and served on the Debtors or the Wind-Down Debtors, as applicable, no later than the Administrative Claim Bar Date pursuant to the procedures specified in this Confirmation Order and the Confirmation Order Notice (as defined herein). Holders of Administrative Claims (other than Professional Fee Claims or DIP Claims) that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Debtors, or the property of any of the foregoing, and such Administrative Claims shall be deemed released as of the Effective Date without the need for any objection from the Debtors, the Wind-Down Debtors, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity. For the avoidance of doubt, nothing in this Confirmation Order or the Plan extends any deadline for the filing of any Claims established in any previously entered order of the Bankruptcy Court, including, without limitation, the Bar Date Order.

h. **Preservation of Causes of Action.**

39. Pursuant to Article IV.K of the Plan and in accordance with section 1123(b) of the Bankruptcy Code, each Wind-Down Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of

Retained Causes of Action, to commence, prosecute, or settle such Retained Causes of Action, which shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than Causes of Action waived (including pursuant to Article IV.K of the Plan), relinquished, exculpated, released, compromised, assigned, or transferred to the Purchasers in accordance with the Purchase Agreements, or settled in the Plan, the Settlement Order or any other Final Order. The Plan and Schedule of Retained Causes of Action are sufficiently specific and unequivocal to preserve and provide meaningful disclosure of all Retained Causes of Action. The Schedule of Retained Causes of Action is a non-exclusive list of Retained Causes of Action. For the avoidance of doubt, the Debtors are not required to identify by name any individual or Entity who is not a Released Party, and the Plan or on the Schedule of Retained Causes of Action are sufficiently specific to preserve any and all Causes of Action against any party that is not a Released Party, and no further specificity is required in order to preserve any Retained Cause of Action. All such Retained Causes of Action shall vest in the Wind-Down Debtors, with the Plan Administrator appointed as the representative of the Wind-Down Debtors with respect to the Retained Causes of Action. The Schedule of Retained Causes of Action and the provisions of the Plan regarding Retained Causes of Action are appropriate, fair, equitable, and reasonable and are in the best interests of Debtors, their Estates, and Holders of Claims or Interests.

(ix) *Cure of Defaults—Section 1123(d).*

40. The Plan complies with section 1123(d) of the Bankruptcy Code. Article V.B of the Plan provides for the satisfaction of Cure Costs associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each Assumed Contract pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Costs in Cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any disputed Cure Costs will be determined in accordance with the procedures set forth in Article V.C of the Plan and applicable bankruptcy and nonbankruptcy Law. As such, the Plan provides that the Debtors or the Wind-Down Debtors, as applicable, will cure defaults with respect to Assumed Contracts in accordance with section 365(b) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).

41. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including sections 1123, 1125, and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result thereof, the requirements of section 1129(a)(2) of the Bankruptcy Code have been satisfied.

P. Plan Proposed in Good Faith—Section 1129(a)(3).

42. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors and their agents have proposed the Plan in good faith and not by any means forbidden by Law. In so determining, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, the Declarations, and the process leading to Confirmation, including the support of Holders of Claims in the Voting Classes for the Plan, and the transactions to be implemented pursuant thereto.

43. The Plan is the product of good-faith, arm's-length negotiations by and among the Debtors and their principal constituencies, including for the avoidance of doubt, each of the Released Parties and Exculpated Parties. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. The transactions contemplated by the Plan are proposed in good faith, are in the best interests of the Debtors' Estates, and will serve to maximize value for all stakeholders. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, these Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to complete a value-maximizing sale of their assets while maintaining sufficient liquidity and capital resources and preserving value for the benefit of all stakeholders. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

Q. Payment for Services or Costs and Expenses—Section 1129(a)(4).

44. Any payment made or to be made by the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying the requirements of section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Insiders—Section 1129(a)(5).

45. The identities, or process for appointment, of the Plan Administrator and the Post-Effective Date Director proposed to serve on and after the Effective Date have been selected in accordance with the terms of the Plan, and have been disclosed in the Plan Supplement Filed with the Bankruptcy Court. Moreover, the Debtors have disclosed the identity of any insiders to be employed or retained by the Wind-Down Debtors, together with the nature of any compensation, as set forth in the Plan Supplement. The Plan Administrator shall, among other things, and subject to the provisions of the Plan, be appointed as the sole officer of each Wind-Down Debtor, 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, 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), and retain and have all the rights, powers, duties, and authority necessary to implement the Plan and carry out his or her responsibilities thereunder, in accordance with the terms of the Plan and the

Wind-Down Transactions Memorandum. Accordingly, the Debtors have satisfied the requirements of Section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Changes—Section 1129(a)(6).

46. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval.

T. Best Interest of Creditors—Section 1129(a)(7).

47. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced at the Combined Hearing establishes that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. The Liquidation Analysis attached as Exhibit B to the Disclosure Statement, and the other evidence related thereto, as supplemented by any evidence proffered or adduced at or prior to the Disclosure Statement Hearing and the Combined Hearing, are persuasive and credible. The Liquidation Analysis demonstrates that recoveries under the Plan are at least as high as they would be in a hypothetical liquidation. The methodology used and assumptions made in the Liquidation Analysis, as supplemented by any evidence proffered or adduced at or prior to the Disclosure Statement Hearing and the Combined Hearing, are

reasonable. As a result, the Debtors have demonstrated that the Plan is in the best interests of creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes—Section 1129(a)(8).

48. The Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code. Classes 1 and 2 constitute Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Classes, Classes ~~[●]~~3, 4, and 5, have voted to accept the Plan. All other Classes of Claims and Interests ~~either~~(Classes 6, 7, 8, and 9) were deemed to have rejected the Plan or ~~were~~otherwise not entitled to vote on the Plan pursuant to section 1126 of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to all Classes, the Plan is confirmable because the Debtors' Plan satisfies the requirements under section 1129(b) with respect to such Classes that ~~have rejected or~~ are deemed to reject, as set forth below.

V. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).

49. The treatment of Allowed Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Claims under Article II of the Plan, and of Allowed Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

W. Acceptance by At Least One Impaired Class—Section 1129(a)(10).

50. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Declaration, Holders of Claims in Classes ~~[●]~~3, 4, and 5,

which are Impaired by the Plan, voted to accept the Plan by the requisite numbers and amounts of Claims, as determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

X. Feasibility—Section 1129(a)(11).

51. The evidence proffered or adduced at, or prior to, the Combined Hearing in connection with the feasibility of the Plan is reasonable, persuasive and credible. The Plan provides for the distribution of the proceeds from the sale of substantially all of the Debtors' assets in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. Any assets remaining in the Debtors' Estates as of the Effective Date will vest in the Wind-Down Debtors for the administration, liquidation, and distribution by the Plan Administrator, in accordance with the Plan. As a result, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

Y. Payment of Fees—Section 1129(a)(12).

52. Articles II.B and XII.C of the Plan provides that ~~each of the Debtors or the Wind-Down Debtors (or the Disbursing Agent on their behalf), as applicable, shall pay all fees payable under section 1930 of title 28, United States Code (~~"all Statutory Fees incurred pursuant to section 1930 of the Judicial Act, including fees and expenses payable to the U.S. Trustee~~ Fees~~") on and after~~, shall be paid in full in Cash on the Effective Date ~~until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or~~

~~dismissed. Following entry of this Confirmation Order and prior to the Effective Date, the Debtors shall be jointly and severally liable to pay any and all U.S. Trustee Fees when due and payable~~. On and after the Effective Date, all Statutory Fees shall be paid in full in Cash when and as they become due and payable, and each of the Debtors, the Wind-Down Debtors ~~(until a Debtor's Chapter 11 Case is closed, dismissed, or converted), or the Disbursing Agent on their behalf~~, or the Plan Administrator (solely in its capacity as Plan Administrator), shall be jointly and severally liable ~~to pay any and all U.S. Trustee~~for payment of Statutory Fees when due and payable in each Chapter 11 Case for each quarter (or fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed, or converted to chapter 7. Accordingly, the requirements of section 1129(a)(12) of the Bankruptcy Code have been satisfied.

Z. Retiree Benefits—Section 1129(a)(13).

53. Upon the closing of the SOTP Transactions, and in accordance with the Multi-Business APA, the Multi-Business Buyer or one of its affiliates has assumed or will assume, as applicable, the Legacy Pension Plan and all then-outstanding obligations and liabilities thereunder. The Debtors or the Wind-Down Debtors, as applicable, reserve their rights to terminate any and all remaining outstanding obligations on account of their post-retirement life insurable and medical benefit programs on the Effective Date in accordance with the terms of those programs and agreements. All parties reserve any Claims or arguments they may have regarding the Debtors' or the Wind-Down Debtors', as applicable, right to terminate such post-retirement benefit programs. Accordingly, the Plan complies with section 1129(a)(13) of the Bankruptcy Code.

AA. Non-Applicability of Sections 1129(a)(14), (15), and (16).

54. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

BB. "Cram Down" Requirements—Section 1129(b).

55. To the extent applicable, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that not all Classes have accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been

met. *Second*, the Plan is fair and equitable with respect to each Class that voted to reject or was deemed to reject the Plan. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (i) no Holder of a Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and (ii) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in each rejecting Class. *Third*, the Plan does not discriminate unfairly with respect to the rejecting Classes because similarly situated Claim and Interest Holders will receive substantially similar treatment on account of their Claims or Interests, as applicable, in such Class. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in Declarations filed in connection with, the Combined Hearing regarding the Debtors' classification and treatment of Claims and Interests (x) is reasonable, persuasive, credible, and accurate, (y) utilizes reasonable and appropriate methodologies and assumptions, and (z) has not been controverted by other evidence. Therefore, the Plan may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

CC. Only One Plan—Section 1129(c).

56. The requirements of section 1129(c) of the Bankruptcy Code have been satisfied. The Plan is the only the chapter 11 plan Filed in these Chapter 11 Cases.

DD. Principal Purpose of the Plan—Section 1129(d).

57. The requirements of section 1129(d) of the Bankruptcy Code have been satisfied. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no Governmental Unit has requested that the Bankruptcy Court refuse to confirm the Plan on any such grounds.

EE. No Small Business Cases – Section 1129(e).

58. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

FF. Satisfaction of Confirmation Requirements.

59. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

GG. Satisfaction of Conditions Precedent to Confirmation.

60. Each of the conditions precedent to Confirmation, as set forth in Article IX.A of the Plan, has been satisfied or waived in accordance with the Plan.

HH. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

61. Each of the conditions precedent to the Effective Date, as set forth in Article IX.B of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with the Plan.

II. Rejection of Executory Contracts and Unexpired Leases.

62. Each rejection of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate order of the Bankruptcy Court entered prior to the Effective Date under section 365 of the Bankruptcy Code.

JJ. Implementation.

63. The Plan, all documents contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's length, are fair and reasonable, are supported by reasonably equivalent value and fair consideration, are in the best interests of the Debtors, their Estates, and the Wind-Down Debtors, as applicable, and shall, upon completion of documentation and execution in accordance with the terms and conditions of the Plan, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local Law. The documents and agreements are essential elements of the Plan

and the Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

KK. Good Faith Solicitation—Section 1125(e).

64. The Debtors and each of their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys, as applicable, have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Estates for the benefit of their stakeholders. The Plan accomplishes this goal. The Debtors and their Related Parties are acting in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the support of the Plan, and if they proceed to: (a) consummate the Plan, the Wind-Down Transactions, and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Such parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

LL. Disclosure of Facts.

65. The Debtors have disclosed all material facts regarding the Disclosure Statement, the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other

matters provided for under the Plan involving corporate action to be taken by or required of the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable.

ORDER

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. **Final Approval of the Disclosure Statement**. The Disclosure Statement is hereby **APPROVED** on a final basis as having adequate information within the meaning of section 1125(a) of the Bankruptcy Code.

2. **Solicitation Procedures**. To the extent applicable, the solicitation of votes on the Plan complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other provisions of the Bankruptcy Code, and all other applicable rules, Laws, regulations, and was appropriate and satisfactory and is approved in all respects.

3. **Notice of Combined Hearing**. The Combined Hearing Notice was appropriate and satisfactory and is approved in all respects.

4. **Confirmation of the Plan**. The Plan (including the Plan Supplement, as both have been modified by the parties, including any modifications set forth herein) is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

5. **Objections Overruled**. All objections and all reservations of rights pertaining to approval of the Disclosure Statement and Confirmation of the Plan that have not been

withdrawn, waived, or consensually resolved are overruled on the merits unless otherwise indicated in this Confirmation Order.

6. **[Plan Modifications**. The Plan Modifications do not materially adversely affect the treatment of any Claim against or Interest in any of the Debtors under the Plan. Pursuant to Bankruptcy Rule 3019, these Plan Modifications do not require additional disclosure under 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan Modifications are hereby approved pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019. After giving effect to the Plan Modifications, the Plan continues to meet the requirements of sections 1122 and 1123 of the Bankruptcy Code.]

7. **Vesting in the Wind-Down Debtors**. Except as otherwise provided in this Confirmation Order, the Plan, or the SOTP Transaction Documents, as applicable, and notwithstanding any prohibition on assignability under applicable nonbankruptcy Law, on the Effective Date and thereafter if additional assets of the Wind-Down Debtors become available, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property in each Estate, all Retained Causes of Action, and any property retained by any of the Debtors pursuant to the Plan or any Purchase Agreement shall irrevocably vest in and be granted and assigned to each respective Wind-Down Debtor, as applicable, free and clear of all Liens, Claims, charges, other encumbrances, and interests except as otherwise provided in the Plan, the Plan Administrator Agreement, or this Confirmation Order. For the avoidance of doubt, the liens of the DIP Term Loan Agent and DIP Term Loan Parties on (i) the proceeds of the SOTP Transactions, and (ii) any assets not sold as part of the SOTP Transactions or released pursuant to the Settlement Order and/or the Plan, shall continue and shall not be released pursuant to the Plan until the occurrence of the Dissolution Date; *provided, however*, that the DIP Term Loan Indemnity, if any, shall be satisfied from the proceeds of the Excluded Real Estate and the Other Excluded Assets.

8. After the Effective Date, a certified copy of this Confirmation Order may be filed with the appropriate clerk or recorded with the recorder of any federal, state, province, county, or local authority, whether foreign or domestic, to act to effectuate the transfers of property provided by the Plan, vesting the Wind-Down Debtors with all right, title, and interest of the

Debtors to the property in each Estate, as applicable, free and clear of all liens, Claims, interests, and other encumbrances of record.

9. **Insurance Policies**. On the Effective Date, (1) the Debtors shall be deemed to have assumed all Insurance Policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies, pursuant to section 365 of the Bankruptcy Code or otherwise, subject to the Debtors' rights to seek amendment to such Insurance Policies, and (2) such Insurance Policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall vest in the Wind-Down Debtors.

10. **Treatment of Executory Contracts and Unexpired Leases**. The rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases as set forth in Article V of the Plan is hereby authorized. Except as otherwise set forth in the Plan, including with respect to Deferred Decision Contracts and Deferred Decision Leases set forth on the Deferred Decision Schedule, the assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date without the need for any further action or consents that may otherwise be required under applicable nonbankruptcy Law.

11. Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, in each case, at any time through and including the Deferred Decision Deadline, which such amended Schedule of

Assumed Executory Contracts and Unexpired Leases shall be Filed with the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption or Cure Cost.

12. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order that are not timely Filed within thirty (30) days of (a) the Effective Date, (b) service of any Deferred Decision Rejection Notice, or (c) the Deferred Decision Deadline, as applicable, will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Plan Administrator, the Post-Effective Date Director, or any of their respective assets and properties.

13. **Immediate Binding Effect**. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors the Wind-Down Debtors, and any and all Holders of Claims or Interests (regardless of whether their Claims or Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Confirmation Order, any and all non-Debtor counterparties to Executory Contracts and Unexpired Leases with the Debtors, and each of their respective successors and assigns; *except* with respect to any Executory Contract or Unexpired Lease included on the Schedule of

Assumed Executory Contracts and Unexpired Leases that is subject to an unresolved dispute or adjourned objection, and any Executory Contract or Unexpired Lease included on the Deferred Decision Schedule, on the Confirmation Date.

14. **Classification of Claims and Interests**. The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

15. **General Settlement of Claims and Interests**. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and to the greatest extent permissible under the Bankruptcy Code, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims or controversies relating to the subordination rights that a Holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date of the Plan, of the compromise or settlement of all

such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, the Estates, their respective property, and Holders of Claims and Interests and is fair, equitable, and reasonable.

16. **Full and Final Satisfaction of Claims**. Unless otherwise provided in the Plan or this Confirmation Order, the distributions and deliveries to be made on account of Allowed Claims under the Plan shall, in the aggregate, be in complete and final satisfaction, settlement and discharge of, and exchange for, such Allowed Claims. Except as otherwise provided in the Plan or this Confirmation Order, the distributions and deliveries to be made on account of Claims under the Plan shall additionally be in consideration of the release and discharge of any and all Causes of Action released pursuant to Article VIII of the Plan related to or arising from such Claims.

17. **Distributions**. The procedures governing distributions contained in Article VI of the Plan shall be, and hereby are, approved in their entirety.

18. **Corporate Action**. Upon the Effective Date, all actions contemplated under the Plan (including any action to be undertaken by the Plan Administrator), regardless of whether taken before, on, or after the Effective Date, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests (including, for the avoidance of doubt, shareholders or members of the Debtors, the Wind-Down Debtors, or DM Escrow Corp. (the "**Non-Debtor Subsidiary**")), the Debtors, the Wind-Down Debtors, the Non-Debtor Subsidiary, or any other Entity or Person,

including: (a) consummation of the SOTP Transactions; (b) monetization, through sale or other disposition, of Other Excluded Assets and Excluded Real Estate (subject to the Excluded Real Estate Designation Rights of the Ad Hoc Group); (c) consummation of the Wind-Down; and (d) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan or deemed necessary or desirable by the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary before, on, or after the Effective Date involving the corporate, organizational, or governance structure of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, and any corporate action required or deemed necessary or desirable by the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary in connection with the Plan, the Wind-Down, or the corporate structure of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, including, for the avoidance of doubt, any transactions contemplated under the Wind-Down Transactions Memorandum, shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the Debtors or their Estates, the Wind-Down Debtors, the Non-Debtor Subsidiary, or Security holders (including, for the avoidance of doubt, shareholders and members), boards of directors (or other governing bodies exercising similar authority), directors, managers, or officers of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Wind-Down Debtors, as applicable, and the Non-Debtor Subsidiary shall be authorized to issue, execute, file, and deliver the agreements, documents, Securities, certificates, and instruments contemplated under the Plan (or

necessary or desirable to effect the transactions contemplated under the Plan and the Wind-Down Transactions Memorandum) in the name of and on behalf of the Wind-Down Debtors and the Non-Debtor Subsidiary.

19. For the avoidance of doubt, and notwithstanding any requirement under applicable Law, including any provisions of the corporate, dissolution, or winding-up statutes of the states of Delaware, New Jersey, California, and Texas,[2] as applicable, or any other jurisdiction, no such nonbankruptcy Law shall require the Debtors, the Wind-Down Debtors, the Plan Administrator, the Post-Effective Date Director, or any of their respective officers, directors, managers, members, partners, or agents to comply with any procedural or substantive requirement (including, without limitation, any requirement to provide notices, make filings beyond those contemplated by the Plan, obtain approvals, or comply with any waiting periods or survival periods) in order to effectuate the dissolution, merger, or other corporate restructuring authorized by the Plan, the Wind-Down Transactions Memorandum, and this Confirmation Order.

20. To the fullest extent permitted under the Bankruptcy Code and notwithstanding any nonbankruptcy Law to the contrary, any dissolution of any Debtor or the Non-Debtor

2 For the avoidance of doubt, such state statutes enumerated in this Paragraph 19 of this Confirmation Order include, but are not limited to, 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.

Subsidiary implemented pursuant to the Wind-Down Facilitation Order, the Plan or this Confirmation Order, shall be effective immediately upon the filing of any applicable certificate of dissolution or other comparable documents, and every federal, state, and local governmental agency or department with which any such document is filed is hereby directed to accept such document as evidence of the dissolution of such Debtor or the Non-Debtor Subsidiary. Each such Debtor or the Non-Debtor Subsidiary, as applicable, shall be deemed dissolved and shall cease to exist as of such time, without any requirement for any continued existence for purposes of winding up or otherwise under applicable nonbankruptcy Law; *provided, however*, that this Confirmation Order shall not absolve the Debtors or the Wind-Down Debtors, as applicable, from any requirement to File a motion to close the Chapter 11 Cases of any Debtors or Wind-Down Debtors.

21. Without limiting the exculpation, release, or injunction provisions set forth in Article VIII of the Plan or this Confirmation Order, and notwithstanding any provision of applicable nonbankruptcy Law to the contrary (including, without limitation, the DGCL, DLLCA, NJBCA, CCC, and TBOC), ~~the Exculpated Parties under the Plan, which shall include for the avoidance of doubt any~~no current or former officer, director, manager, member, partner, employee, agent, or representative of the Debtors, the Wind-Down Debtors, or the Plan Administrator, as well as the Post-Effective Date Director (collectively, the "**Wind-Down ~~Exculpated~~ 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, 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 ~~Exculpated~~ 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 and/or in furtherance of the Wind-Down, the Plan, and this 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 DGCL, NJBCA, CCC, or TBOC. All such Wind-Down ~~Exculpated~~ Persons shall be entitled to rely conclusively on this Confirmation Order in taking or omitting to take any such actions.

22. **Approval of Consents and Authorization to Take Acts Necessary to Implement Plan**. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the Laws, rules, and regulations of all states and any other governmental authority with respect to the dissemination, implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any certifications, documents, instruments, or

agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan, the Plan Supplement, and the Disclosure Statement, including without limitation, any actions to dissolve or merge the Debtors under applicable state Law.

23. **Board of Director and Shareholder Approvals**. As of the Effective Date and without further action by any Person or Governmental Unit, and except as otherwise expressly provided in the Plan, all consents, votes, approvals, and authorizations required under any certificate of incorporation, bylaws, limited liability company agreement, shareholder agreement or other organizational or governance document of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, or applicable Law (including, for the avoidance of doubt, the DGCL, DLLCA, NJBCA, CCC, or TBOC) to effectuate the transactions contemplated by the Plan, including any mergers, dissolutions, amendments to certificates of incorporation, bylaws, or other governance documents, appointments or removals of officers or directors or any other corporate, governance, or organizational actions or transactions necessary or desirable to effectuate the Wind-Down Transactions, including the transaction steps set forth in the Wind-Down Transactions Memorandum, shall be deemed not required or, if required, deemed granted, and no further action by any Holder of Existing Equity Interests (collectively, the "**Shareholders**"), the board of directors (or other governing body exercising similar authority) of the Debtors, the Wind-Down Debtors, or the Non-Debtor Subsidiary, or any or other Person or Governmental Unit shall be required. For the avoidance of doubt, each Shareholder in Class 8 is deemed to have consented to the Wind-Down Transactions, including the transaction steps set

forth in the Wind-Down Transactions Memorandum, to the fullest extent permitted by applicable Law.

24. **Plan Administrator, Post-Effective Date Director, Claims Oversight Administrator, and Wind-Down**. The provisions of the Plan relating to the Post-Effective Date Director, the Plan Administrator, the Claims Oversight Administrator, and the Wind-Down, including Article IV of the Plan, are hereby approved.

25. The Plan Administrator Agreement, substantially in the form filed in the Plan Supplement, is hereby approved in all respects. On or before the Effective Date, each of the Debtors, the Plan Administrator, and the Claims Oversight Administrator are authorized to execute the Plan Administrator Agreement.

26. Effective as of the Effective Date, the Post-Effective Date Director, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors, Governmental Units, or any other Person or Entity, shall be appointed as the initial Post-Effective Date Director, and shall have such rights, powers, and duties necessary to carry out the Post-Effective Date Director duties pursuant to the Plan, the terms of the Plan Administrator Agreement, applicable Law, and, subject to the terms of the Plan, the governance documents of the Wind-Down Debtors. Effective as of the Effective Date, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors,

Governmental Units, or any other Person or Entity, all directors, managers, or other individuals comprising the board of directors (or other governing body exercising similar authority) of each Wind-Down Debtor shall be deemed removed from their position on such board (or other similar body) and discharged of any and all authority, duties, responsibilities, and obligations relating to, arising from, and in connection with their service in such capacities, in each case, as of the Effective Date. The responsibilities and powers of the Post-Effective Date Director shall include, but not be limited to, those responsibilities and powers enumerated in the Plan Administrator Agreement and Article IV.G.1 of the Plan, in each case, without further order of the Bankruptcy Court. Such duties and powers shall include overseeing the Plan Administrator in accordance with the terms of the Plan and the Plan Administrator Agreement.

27. Effective as of the Effective Date, the Plan Administrator, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors or Wind-Down Debtors, Governmental Units, or any other Person or Entity, shall be appointed as the initial Plan Administrator, and shall have such rights, powers, and duties necessary to carry out the Plan Administrator's duties pursuant to the Plan and the terms of the Plan Administrator Agreement. Effective as of the Effective Date, without the need for further action, approval, vote, or consent by the Shareholders, boards of directors (or other governing bodies exercising similar authority) of the Debtors, Wind-Down Debtors, Governmental Units, or any other Person or Entity, the Plan Administrator shall be appointed as the sole officer of the Wind-Down Debtors, and all

existing officers of the Wind-Down Debtors shall be deemed removed from their officer position and discharged of any and all authority, duties, responsibilities, and obligations relating to, arising from, and in connection with their service in such capacities, in each case, as of the Effective Date. The responsibilities and powers of the Plan Administrator shall include, but not be limited to, those responsibilities and powers enumerated in the Plan Administrator Agreement and Article IV.H of the Plan, in each case, without further order of the Bankruptcy Court. Such duties and powers shall include administering the Plan Administrator Reserve[3] to be used to pay expenses in connection with the Wind-Down and other amounts required to be paid under the Plan, including the disbursement of professional fees from the Professional Fee Escrow Account, all in accordance with the Wind-Down Budget, and to wind down the business and affairs of the Wind-Down Debtors. On and following the Effective Date, the Plan Administrator is authorized to sell or otherwise dispose of any assets of the Debtors or the Wind-Down Debtors, as applicable, free and clear of all Liens, Claims, charges, interests, or other encumbrances pursuant to section 363(f) of the Bankruptcy Code and in accordance with the Plan, and the Plan Administrator is authorized (but not required) to seek entry of a short-form order at any time to facilitate such sales or other dispositions.

28. Effective as of the Effective Date, META Advisors, LLC is hereby appointed and approved as the Claims Oversight Administrator. The Claims Oversight Administrator shall

3 The Plan Administrator Reserve consists of the Wind-Down Account, the Professional Fee Escrow Account, and the GUC Recovery Reserve, each as defined and described in the Plan.

exercise, the rights, powers, protections, duties, and obligations of the Claims Oversight Administrator as expressly set forth in the Plan and the Plan Administrator Agreement, including, without limitation, the rights set forth in Section 3.5(c) and Article 4 of the Plan Administrator Agreement, all of which are hereby approved and authorized without further order of the Bankruptcy Court. 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 in the Plan and the Plan Administrator Agreement. For the avoidance of doubt, from and after the Effective Date, the Claims Oversight Administrator shall have all notice, consultation, access, consent, or any other rights of the Claims Oversight Administrator as expressly set forth under the Plan, the Settlement, or the Plan Administrator Agreement.

29. Upon the conclusion of the Wind-Down and the payment of all outstanding fees and expenses in connection therewith, the Plan Administrator is hereby authorized to disburse any funds remaining in the Wind-Down Account to the DIP Lenders or the Super-Senior Secured Parties, as applicable, in accordance with the Waterfall Recovery set forth in the Plan.

30. **Tax Forms**. On the Effective Date, pursuant to section 1124(b) of the Bankruptcy Code, the Plan Administrator shall be authorized to file each Debtor's tax returns, consistent with the terms of the Plan and the Plan Administrator Agreement. Pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax Laws.

31. **Release, Exculpation, Discharge, Release of Liens, and Injunction Provisions**. The release, exculpation, injunction, and related provisions set forth in Article VIII of the Plan are approved and authorized in their entirety, and such provisions are immediately effective and binding on all parties and Entities to the extent provided therein are hereby approved and authorized in their entirety, are so ordered, and shall be immediately effective and binding upon the Effective Date without further action or notice by this Bankruptcy Court, any of the Parties subject to such provisions, or any other party, including, without limitation:

(a) ***Release of Liens***. The release of Liens provisions set forth in Article VIII.B of the Plan are hereby approved.

(b) ***Debtor Release***. The Debtor Release provisions set forth in Article VIII.C of the Plan are hereby approved.

(c) ***Third-Party Release***. The Third-Party Release provisions set forth in Article VIII.D of the Plan are hereby approved.

(d) ***Exculpation***. The Exculpation provisions set forth in Article VIII.E of the Plan are hereby approved.

(e) ***Injunction***. The Injunction provisions set forth in Article VIII.F of the Plan are hereby approved.

(f) ***PBGC Release & Exculpation Carve-Out***. The provisions set forth in Article VIII.G of the Plan are hereby approved.

32. **Preservation of Causes of Action**. In accordance with section 1123(b) of the Bankruptcy Code, and subject in all respects to Article VII and Article VIII of the Plan, and the terms of the Settlement and the Sale Orders, all Retained Causes of Action, including, without limitation, Retained Defensive Actions and any actions specifically enumerated in the Schedule of Retained Causes of Action, whether arising before or after the Petition Date, shall vest in the Wind-Down Debtors as of the Effective Date. As of and following the Effective Date of the Plan, the Plan Administrator or the Wind-Down Debtors, as applicable, shall have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment such Retained Causes of Action (including Retained Defensive Actions), as appropriate, in accordance with the best interests of the Wind-Down Debtors. For the avoidance of doubt, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of Confirmation or Consummation of the Plan. The provisions regarding the preservation of Causes of Action in the Plan are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

33. **Section 1146 Exemption**. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable Law, any transfers (whether from a Debtor to a Wind-Down Debtor or the Plan Administrator, from a Debtor or Wind-Down Debtor to the Purchasers, or from a Wind-Down Debtor to any other Person) of property under the Plan pursuant to: (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Wind-Down Debtors, as applicable; (2) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) Other Excluded Asset Dispositions; (4) Excluded Real Estate Dispositions; (5) the making, assignment, or recording of any lease or sublease; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

34. **Sale Orders**. Notwithstanding anything to the contrary in the Plan, nothing in this Confirmation Order, the Plan or the Plan Supplement shall impair, supersede, alter, or otherwise affect the relief granted in and the rights and obligations set forth in the Sale Orders or the SOTP Transaction Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan or the Plan Supplement, including, for the avoidance of doubt, the provisions relating to the DIP Term Loan Repayment and Prepetition Repayment, each as defined and set forth in the Sale Orders.

35. **Provisions Regarding Minority Ad Hoc Group Litigation Plaintiffs**. Nothing in the Disclosure Statement, the Plan, Plan Supplements, any Definitive Documents, or this Confirmation Order (each as may be amended, supplemented, modified or restated from time to time), shall preclude, waive, or otherwise release (i) claims or causes of action asserted by the Minority Ad Hoc Group Litigation Plaintiffs[4] and the Ad Hoc Group in the Intercreditor Adversary Proceeding, or (ii) affect the prosecution of the Intercreditor Adversary Proceeding. The Debtors', Minority Ad Hoc Group Litigation Plaintiffs' and Ad Hoc Group's rights with respect to any claims, counterclaims, and defenses that may be asserted in the Intercreditor Adversary Proceeding are reserved. For the avoidance of doubt, any claims or causes of action that have been asserted to date, and any directly related claims or causes of action that can be properly brought in the Intercreditor Adversary Proceeding, shall not be subject to Article VIII of the Plan, including but not limited to any so called "gatekeeping provisions" therein requiring a Bankruptcy Court order prior to proceeding with any such claims or causes of action.

[4] "Minority Ad Hoc Group Litigation Plaintiffs" refers to the plaintiffs in the Intercreditor Adversary Proceeding, *Certain Members of the Ad Hoc Group of Minority Secured Lenders v. Members of the Ad Hoc Term Lender Group (In re Del Monte Corporation II Inc.)*, Adv. Pro. No. 26-01018 (MBK).

36. ~~35.~~ **Provisions Regarding Hartford Fire Insurance Company**. Notwithstanding anything in this Order or the Definitive Documents, the *Stipulation and Consent Order Issuing Certain Insurance Coverage and Granting Related Relief* [Docket No. 1190] between the Debtors and Hartford Fire Insurance Company ~~(~~together with its affiliated insurance companies~~,~~ (collectively, "**Hartford**") shall not be modified or superseded by any provision of this Order or the Plan. Neither Article IV.L (*Release of Liens*) of the Plan, nor any other provision in the Plan or this Confirmation Order pertaining to release of liens, shall apply to Hartford. The Debtors' rights are reserved to argue that Hartford must first look to its cash collateral prior to asserting any administrative expense claims against the estate, and Hartford's rights are reserved to argue otherwise. Neither Article VII.D (*Estimation of Claims*) nor Article VIII.K (*Reimbursement or Contribution*) of the Plan, nor any other like provision concerning estimation of Claims or section 502(j) of the Bankruptcy Code, shall apply to Hartford. To the extent that the injunction provided for in Article VIII.F of the Plan precludes any claimant's right of setoff, subrogation and/or recoupment unless formally asserted in a motion requesting the right to perform such setoff on or before the Effective Date, such preclusion of rights shall not apply to Hartford. For the avoidance of doubt, Hartford is deemed not to have given a Third-Party Release and will not be a "Releasing Party" with respect to any of its Claims, whether direct, or indirect by way of subrogation.

37. ~~36.~~ **Provisions Regarding Texas Taxing Authorities**. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, all rights of the Texas Comptroller of Public Accounts and Texas Workforce Commission (collectively, the "**Texas Taxing Authorities**") related to any tax claims filed by the Texas Taxing Authorities (including claims against any non-Debtor third parties) are reserved and all parties reserve all rights related thereto. The Texas Taxing Authorities shall not be a Releasing Party and affirmatively opt out of the Third-Party Release. The Texas Taxing Authorities shall not be required to file any proof of claim, motion or request for payment in order to be paid any administrative claims for taxes that arise in the ordinary course of the Debtors' business, including postpetition taxes incurred by the Debtors after the Petition Date (in accordance with section 503(b)(1)(B)-(D) of the Bankruptcy Code), which shall be paid accordance with section 1129(a)(9)(A) of the Bankruptcy Code or, if not due on the Effective Date, in the ordinary course of business in accordance with applicable Law. Nothing shall affect or impair any statutory or common law setoff rights of the Texas Taxing Authorities in accordance with section 553 of the Bankruptcy Code. The Texas Taxing Authorities' Allowed Priority Tax Claims will be paid in cash, in full, upon allowance, or alternatively, in equal monthly installments in accordance with section 1129(a)(9)(C) over a period ending not later than sixty (60) months after the Petition Date. Nothing provided in the Plan or Confirmation Order shall be construed to preclude the payment of interest on the Texas Taxing Authorities' Allowed Administrative Claims, Allowed Priority Claims, or Allowed Secured Tax Claims and the applicable interest rate shall be the statutory rate of 7.75%. The

Texas Taxing Authorities may amend their tax claims in accordance with applicable Law to reflect the results of the actual assessment of tax liabilities without the consent of the Bankruptcy Court or the Wind-Down Debtors.

38. **Provisions Regarding State of New Jersey, Division of Taxation.** Notwithstanding anything to the contrary in the Plan or the Confirmation Order, all rights of the State of New Jersey, Division of Taxation (collectively, "**NJ Taxation**") related to any tax claims filed by NJ Taxation (including claims against any non-Debtor third parties) are reserved and all parties reserve all rights related thereto. NJ Taxation shall not be a Releasing Party and affirmatively opt-out of the Plan releases. NJ Taxation shall not be required to file any proof of claim, motion or request for payment in order to be paid any administrative claims for taxes that arise in the ordinary course of the Debtors' business, including postpetition taxes incurred by the Debtors after the Petition Date (in accordance with section 503(b)(1)(B)-(D) of the Bankruptcy Code), which shall be paid accordance with section 1129(a)(9)(A) of the Bankruptcy Code or, if not due on the Effective Date, in the ordinary course of business in accordance with applicable law. Nothing shall affect or impair any statutory or common law setoff rights of NJ Taxation in accordance with 11 U.S.C. § 553. NJ Taxation's priority tax claims will be paid in cash, in full, upon allowance, or alternatively, in equal monthly installments in accordance with section 1129(a)(9)(C) over a period ending not later than sixty (60) months after the Petition Date. NJ Taxation may amend its tax claims in accordance with applicable law to reflect the results of the actual assessment of tax liabilities without the consent of the Bankruptcy Court or the Wind-Down Debtors.

39. **Provisions Regarding Anaplan Agreements.** Notwithstanding anything to the contrary in the Plan, the Plan Supplement, or this Confirmation Order, and solely with respect to the agreements with Anaplan, Inc. and/or Anaplan Limited (collectively, "Anaplan") that were included on the Deferred Decision Schedule attached as Exhibit B to the Plan Supplement (the "**Anaplan Agreements**"),[5] the Debtors and Anaplan agree that (i) the Debtors or the Wind-Down Debtors, as applicable, shall not seek to assume or assume and assign the Anaplan Agreements pursuant to section 365 of the Bankruptcy Code, and (ii) the inclusion of the Anaplan Agreements on the Deferred Decision Schedule is solely to facilitate the orderly transition of services currently provided thereunder to the applicable Purchaser. Anaplan's rights with respect to the Anaplan Agreements are expressly preserved.

40. **Provisions Regarding The J.M. Smucker Company.** In connection with that certain Purchase Agreement, dated October 9, 2013, by and between Del Monte Corporation (predecessor of The J. M. Smucker Company ("**Smucker**")), Del Monte Foods Consumer Products, Inc. (predecessor of Del Monte Foods, Inc.), and DMPL (the "**Project Bay Purchase Agreement**"), the Debtors (and their predecessors) and Smucker (and its predecessor) have historically had certain rights and obligations in connection therewith and with respect to certain unfunded nonqualified deferred compensation obligations to certain former executives and their beneficiaries (as applicable) (the "**Unfunded Pension Plan**").

[5] For the avoidance of doubt, the Anaplan Agreements include (i) SaaS Subscription Agreement dated as of June 28, 2021, (ii) Order Schedule No. DEL2025-07-01Q-86144, dated July 10, 2025, and (iii) Order Schedule No. Del2025-07-01q-86145, dated July 15, 2025.

Debtors:	Del Monte Foods Corporation II Inc., *et al*.
Case No.	25-16984 (MBK)
Caption of Order:	Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement and (II) Confirming the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates (With Technical Modifications)

41. The Project Bay Purchase Agreement and the Unfunded Pension Plan each shall be deemed rejected pursuant to this Confirmation Order and Article V of the Plan.[6] For the avoidance of doubt, Smucker is deemed not to have given a Third-Party Release to any Released Parties, including, but not limited to DMPL, with respect to any Claims or Causes of Action, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, it may have in respect of: (i) the Project Bay Purchase Agreement; or (ii) the Unfunded Pension Plan. Smucker reserves all rights to assert any Claims arising with respect to the Unfunded Pension Plan or the Project Bay Purchase Agreement, including, but not limited to: (i) a request for allowance and payment of an administrative expense claim for unpaid amounts owed, if any, by the Debtors; and (ii) a rejection damages claim, and the Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, reserve all rights to object to such request or Claim, including to assert any counterclaims or defenses available under applicable Law, without limitation. The Debtors shall serve the Confirmation Order Notice upon the participants of the Unfunded Pension Plan,[7] with any claims arising from the rejection thereof to be filed in accordance with Article V of the Plan.

[6] For the avoidance of doubt, nothing herein constitutes an admission as to the executory or non-executory nature of the Project Bay Purchase Agreement or the Unfunded Pension Plan, and the Debtors and Smucker each reserve all rights regarding such issue for purposes of section 365 of the Bankruptcy Code.

[7] The list of participants is on file with the Debtors, but has been omitted publicly for privacy purposes, and may be viewable by the Court, the U.S. Trustee, and the Committee upon request.

42. ~~37.~~ **Deemed Consolidation Solely for Purposes of Voting, Confirmation, and Distributions**. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan provides for consolidation of the Debtors solely for purposes of voting, confirmation, and distribution, but not for any other purpose.

43. ~~38.~~ **Continued Effect of Stays and Injunction**. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court that is in existence upon entry of this Confirmation Order shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect on and following the Effective Date in accordance with their terms.

44. ~~39.~~ **Non-Severability of Plan Provisions Upon Confirmation**. Notwithstanding any holding, alteration, or interpretation of any term or provision of the Plan by this Bankruptcy Court, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or interpretation. This Confirmation Order shall constitute a judicial determination and shall

provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (~~1~~a) valid and enforceable pursuant to its terms; (~~2~~b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (~~3~~c) non-severable and mutually dependent.

45. ~~40.~~ **Modifications and Amendments**. Except as otherwise specifically provided in the Plan, the Debtors, with the consent of the Ad Hoc Group, and to the extent reasonably practicable, advanced written notice to the Committee, or after dissolution of the Committee, the Claims Oversight Administrator, reserve the right to (~~i~~a) modify the Plan, whether such modification is material or immaterial; (~~ii~~b) seek Confirmation consistent with the Bankruptcy Code; and (~~iii~~c)~~,~~ as appropriate, not re-solicit votes on such modified Plan; provided that, the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, may not modify or amend the Plan in any way that would modify, alter, or otherwise affect the terms of the Settlement, including, without limitation, the economic and treatment provisions thereof, without the prior written consent of each of the affected Settlement Parties. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors, subject to the consent rights of the Ad Hoc Group under the RSA and the consent rights of the Committee under the Settlement and the Plan, expressly reserve their respective rights to revoke or withdraw, alter, amend, or modify the Plan with respect to each Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. For the avoidance of doubt, the Wind-Down Debtors or the Plan Administrator may not amend, alter, or

otherwise modify the Plan, including provisions governing treatment, if such amendment, alteration, or modification would be inconsistent with the terms of the Settlement unless so agreed by the affected Settlement Parties.

46. ~~41.~~ **Waiver of Filings**. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to File any list, schedule, or statement with the Bankruptcy Court or the office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not Filed as of the Confirmation Date.

47. ~~42.~~ **Authorization to Consummate**. The Debtors are authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver (with the consent of the requisite parties set forth in Article IX.C of the Plan) of the conditions precedent to Consummation set forth in Article IX.B of the Plan.

48. ~~43.~~ **Failure of Consummation**. If the Effective Date of the Plan does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, any Holders, or any other Entity; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

49. ~~44.~~ **Substantial Consummation**. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

50. ~~45.~~ **Dissolution of Creditors' Committee**. On the Effective Date, the Committee shall dissolve automatically~~, and all members thereof and all Professionals retained thereby shall be released and discharged from all rights, duties, responsibilities, and liabilities arising on or prior to the Effective Date, from, or related to,~~ except for the purposes set forth in the Plan, the Committee, its members, and its retained Professionals shall have no further duties, obligations, or responsibilities in connection with the Chapter 11 Cases~~ and under the Bankruptcy Code; provided that the~~. The Committee will remain in place after the Effective Date ~~solely for the purposes~~ solely for the following limited purposes and solely in accordance with the Committee's statutory and fiduciary duties given the facts and circumstances of these Chapter 11 Cases: (a) pursuing requests and the allowance of Professional Fee Claims and final fee applications Filed by Committee Professionals pursuant to sections 330 and 331 of the Bankruptcy Code in accordance with Article II.C of the Plan, and (b) any appeals of the Confirmation Order or any other appeal or pending adversary proceeding to which the Committee is a party. The Wind-Down Debtors shall no longer be responsible for paying any fees or expenses incurred by the Committee Professionals or the members of the Committee after the Effective Date, except for any fees and expenses incurred in connection with the activities described in the foregoing sentence, and in all cases subject to and in accordance with the terms of the Settlement.

51. ~~46.~~ **Notice of Confirmation**. In accordance with Bankruptcy Rules 2002 and 3020(c), the Wind-Down Debtors shall cause notice of entry of this Confirmation Order,

substantially in the form attached hereto as **Exhibit B** (the "**Confirmation Order Notice**"), to be Filed on the docket and be served by first-class mail or by electronic service, as applicable, to all known Holders of Claims and Interests and all other Entities served with the Combined Hearing Notice ten (10) Business Days following the occurrence of the Effective Date. Notwithstanding the above, no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors served a Combined Hearing Notice but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Confirmation Order Notice is adequate under the particular circumstances of these Chapter 11 Cases and no other or further notice is necessary.

52. ~~47.~~ The Confirmation Order Notice will have the effect of an order of the Bankruptcy Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy Law.

53. ~~48.~~ **Reservation of Rights**. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

54. ~~49.~~ **References to and Omissions of Plan Provisions**. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

55. ~~50.~~ **Headings**. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

56. ~~51.~~ **Effect of Conflict**. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the relevant document in the Plan Supplement shall control (except as expressly provided in such Plan Supplement document). In the event of any inconsistency between the Plan or Plan Supplement, on the one hand, and the Confirmation Order on the other hand, the Confirmation Order shall control, except as expressly provided herein. In the event of any inconsistency between the Plan or this Confirmation Order, on the one hand, and the Settlement Order or the Settlement, on the other hand, the Settlement Order and the Settlement shall control in all respects. In the event of any inconsistency between the Plan or this Confirmation Order, on the one hand, and the Sale Orders, on the other hand, the Sale Orders shall control in all respects.

~~52. **Waiver of 14-Day Stay**. Notwithstanding Bankruptcy Rule 3020(e), and to the extent applicable, Bankruptcy Rules 6004(h), 7062, and 9014, this Confirmation Order is effective immediately and not subject to any stay. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order, subject to satisfaction or waiver of the conditions precedent to the Effective Date set forth in Article IX.B of the Plan. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Confirmation Order shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy Law.~~

57. ~~53.~~ **Final Order**. This Confirmation Order is a Final Order upon the satisfaction of the conditions precedent to becoming a Final Order as set forth in the definition of Final Order in the Plan and as set forth in this Confirmation Order. The period in which an appeal of the Confirmation Order must be Filed shall commence upon the entry hereof.

58. ~~54.~~ **Retention of Jurisdiction**. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or by applicable federal Law, the Bankruptcy Court shall retain jurisdiction as set forth in Article XI of the Plan.

Exhibit A

Plan

[*Intentionally Omitted*]

Exhibit B

Confirmation Order Notice

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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 (I) ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF DEL MONTE FOODS CORPORATION II INC. AND ITS DEBTOR AFFILIATES, (II) OCCURRENCE OF THE EFFECTIVE DATE, AND (III) CERTAIN BAR DATES

PLEASE TAKE NOTICE that on May [●], 2026, the Honorable Michael B. Kaplan, Chief Judge, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of New Jersey (the "**Court**"), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement and (II) Confirming the First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and its Debtor Affiliates* [Docket No. [●]] (the "**Confirmation Order**") confirming the Plan[2] and approving, on a final basis, the Disclosure Statement for the Plan [Docket No. 1337] of the above-captioned debtors and debtors in possession (the "**Debtors**").

PLEASE TAKE FURTHER NOTICE that, **on [●], 2026**, the Effective Date of the Plan occurred.

[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 have the meanings given to them in the *First Amended Joint Chapter 11 Plan of Del Monte Foods Corporation II Inc. and Its Debtor Affiliates* [Docket No. 1336] (as modified, amended, and including all supplements, the "**Plan**").

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.A of the Plan, except as otherwise provided for in the Plan, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those that: (1) identified (if any) on (x) the Schedule of Assumed Executory Contracts and Unexpired Leases or (y) the Deferred Decision Schedule; (2) are the subject of a Filed motion to assume, assume and assign, or reject such Executory Contract or Unexpired Lease (or of a Filed objection with respect thereto) that is pending on the Confirmation Date; (3) are to be assumed by the Debtors or assumed by the Debtors and assigned to another third party, as applicable, under the SOTP Transaction Documents pursuant to the Sale Orders or in connection with any sale transaction that is pending on the Confirmation Date; or (4) are a contract, release, or other agreement or document entered into in connection with the Plan. Any Deferred Decision Contract or Deferred Decision Lease removed from the Deferred Decision Schedule prior to the applicable Deferred Decision Deadline and not otherwise identified on the Schedule of Assumed Executory Contracts and Unexpired Leases shall be deemed rejected effective as of the date set forth in the applicable Deferred Decision Rejection Notice.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.C of the Plan, if the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by Final Order of the Bankruptcy Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Wind-Down Debtors, the Plan Administrator, or any of their respective assets and properties unless a Proof of Claim is Filed with the Notice and Claims Agent and served upon counsel to the Plan Administrator within thirty (30) days of the latest of (1) the Effective Date, (2) service of any Deferred Decision Rejection Notice, or (3) the Deferred Decision Deadline, as applicable. The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan and Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Plan and the Confirmation Order, the Deadline to file final requests for payment of Professional Fee Claims is [●], 2026 (the "**Professional Fee Application Deadline**"), which is forty-five (45) days after the Effective Date. All professionals must file final requests for payment of Professional Fee Claims by no later than the Professional Fee Application Deadline to receive final approval of the fees and expenses incurred in these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE THAT the Plan and its provisions are binding on the Debtors, the Wind-Down Debtors, and any Holder of a Claim or an Interest and such Holder's respective successors and assigns, whether or not the Claim or the Interest of such Holder is Impaired under the Plan, and whether or not such Holder voted to accept the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan and this Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and this Confirmation Order in their entirety.

PLEASE TAKE FURTHER NOTICE THAT copies of the Confirmation Order, the Plan, the Disclosure Statement, the Plan Supplement, and other documents and materials filed in these Chapter 11 Cases may be obtained by accessing the Debtors' Chapter 11 website at https://cases.stretto.com/delmontefoods/ (free of charge) or by visiting PACER at http://www.njb.uscourts.gov (for a fee at your expense).

Dated: [●], 2026

/s/ DRAFT
Michael D. Sirota

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Summary report: **Litera Compare for Word 11.11.0.158 Document comparison done on 05/11/2026 7:15:16 PM**	
Style name: AJB Personal	
Intelligent Table Comparison: Active	
Original DMS: dm://KL2/3505746/1	
Modified DMS: dm://KL2/3505746/5	
Changes:	
Add	106
~~Delete~~	77
~~Move From~~	3
Move To	3
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	189