sales of each respective Relevant Label in each Relevant Territory over the preceding year, and otherwise to remain a viable competitor in the White Pan Bread market in each Relevant Territory. Defendants shall cease using a Relevant Label within five (5) days of when a purchaser commences its use.

B. Defendants agree to take all reasonable steps to accomplish quickly said divestiture. Plaintiff may, in its sole discretion, extend the time period for divestiture for an additional period of time not to exceed two months.

C. In accomplishing the divestiture ordered by this Final Judgment, the defendants promptly shall make known, by usual and customary means, the availability of the Relevant Labels. The defendants shall provide any person making an inquiry regarding a possible purchase with a copy of the Final Judgment. The defendants shall also offer to furnish to all bona fide prospective purchasers, subject to customary confidentiality assurances, all reasonably necessary information regarding the Relevant Labels, except such information subject to attorneyclient privilege or attorney work product privilege. Defendants shall provide such information to the plaintiff at the same time that such information is made available to any other person. Defendants shall permit prospective purchasers of the Relevant Labels to have access to personnel and to make such inspection of physical facilities and any and all financial, operational, or other documents and information as may be relevant to the divestiture required by this Final Judgment.

D. Unless the plaintiff otherwise consents, divestiture under Section IV(A), or by the trustee appointed pursuant to Section V, shall include such Bread Assets and be accomplished in such a way as to satisfy plaintiff, in its sole discretion, that the Relevant Labels can and will be used by the purchaser or purchasers as part of viable, ongoing businesses engaged in the selling of White Pan Bread at wholesale to retail grocery stores and other customers. Divestiture shall be made to a purchaser or purchasers for whom it is demonstrated to plaintiff's satisfaction that (1) the purchase or purchases are for the purpose of competing effectively in the selling of White Pan Bread at wholesale to retail grocery stores and other customers; and (2) the purchaser or purchasers have the managerial, operational, and financial capability to compete effectively in the selling of White Pan Bread at wholesale to retail grocery stores and other customers; and (3) none of the terms of any agreements between the purchaser

or purchasers and defendants give defendants the ability artificially to raise the purchaser's or purchasers' costs, lower the purchaser's or purchasers' efficiency, or otherwise interfere in the ability of the purchaser or purchasers to compete effectively.

## V. Appointment of Trustee

A. If defendants have not accomplished the divestiture required by Section IV within the time specified therein, defendants shall notify plaintiff of that fact in writing. Within ten (10) calendar days of that date, plaintiff shall provide defendants with written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required divestiture. Defendants shall notify plaintiff within five (5) calendar days thereafter whether either or both of such nominees are acceptable. If either or both of such nominees are acceptable to defendants, plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither nominee is acceptable to defendants, they shall furnish to plaintiff, within ten (10) calendar days after plaintiff provides the names of its nominees, written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required divestiture. If either or both of such nominees are acceptable to plaintiff, plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither nominee is acceptable to plaintiff, plaintiff shall furnish the Court the names and qualifications of its and defendants' proposed nominees. The Court may hear the parties as to the nominees' qualifications and shall appoint one of the nominees as the trustee.

B. If defendants have not accomplished the divestiture required by Section IV of this Final Judgment at the expiration of the time period specified therein, subject to the selection process described in Section V(A), the appointment by the Court of the trustee shall become effective. The trustee shall then take steps to effect divestiture as specified in Section IV(A). The trustee shall have the right, in its sole discretion, to include in the package of assets to be divested any or all of the Bread Assets in addition to the Relevant Labels.

C. After the trustee's appointment has become effective, only the trustee shall have the right to license the Relevant Labels and to sell the Bread Assets. The trustee shall have the power and

authority to accomplish the divestiture to a purchaser acceptable to plaintiff at such price and on such terms as are then obtainable upon the best reasonable effort by the trustee, subject to the provisions of Section IV of this Final Judgment, and shall have such other powers as this Court shall deem appropriate. Defendants shall not object to the licensing of the Relevant Labels or the sale of the Bread Assets by the trustee on any ground other than the trustee's malfeasance. Any such objection by defendants must be conveyed in writing to plaintiff and the trustee within fifteen (15) calendar days after the trustee has notified defendants of the proposed licensing and sale in accordance with Section VI of this Final Judgment.

D. The trustee shall serve at the cost and expense of defendants, shall receive compensation based on a fee arrangement providing an incentive based on the price and terms of the divestiture and the speed with which it is accomplished, and shall serve on such other terms and conditions as the Court may prescribe; provided however, that the trustee shall receive no compensation, nor incur any costs or expenses, prior to the effective date of his or her appointment. The trustee shall account for all monies derived. After approval by the Court of the trustee's accounting, including fees for its services, all remaining monies shall be paid to defendants and the trust shall then be terminated.

E. Defendants shall take no action to interfere with or impede the trustee's accomplishment of the divestiture of the Relevant Labels or the Bread Assets and shall use its best efforts to assist the trustee in accomplishing the required divestiture. The trustee shall have full and complete access to the personnel, books, records, and facilities of defendants' overall businesses, and defendants shall develop such financial or other information necessary to the divestiture of the Relevant Labels and the Bread Assets.

F. After its appointment becomes effective, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish divestiture of the Relevant Labels and the Bread Assets as contemplated under this Final Judgment; provided however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in