

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

GRUPO BIMBO, S.A.B. de C.V., et al.

*Defendants.*

CASE NO.:

JUDGE:

DATE FILED:

DESCRIPTION:

**HOLD SEPARATE STIPULATION AND ORDER**

The undersigned parties hereby stipulate and agree as follows:

**I. DEFINITIONS**

As used in this Hold Separate Stipulation and Order:

A. “Acquirer” means the person or persons to whom Defendants divest all or some of the Divestiture Assets.

B. “BBU” means Defendant BBU, Inc., a Delaware corporation with its headquarters in Horsham, Pennsylvania, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

C. “California Area” means the state of California.

D. “California Assets” means:

- (1) the California Brands;
- (2) the California Plants;

(3) all trucks and other vehicles, depots, and warehouses, and routes, including those owned and operated by contract distributors, utilized by Defendants or their agents in the distribution and sale of Fresh Bread under the California Brands in the California Area;

(4) all route books, customer lists, and other records used in the Defendants' sale of Fresh Bread under the California Brands in the California Area; and

(5) all Other Assets used in the research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sale of Fresh Bread under the California Brands in the California Area.

E. "California Brands" means the EarthGrains, Sara Lee, Sara Lee Classic, Sara Lee Soft & Smooth, Sara Lee Hearty & Delicious, and Sara Lee Delightful brands for Fresh Bread in the California Area and any other related Trade Dress used in connection with the sale of Fresh Bread in the California Area.

F. "California Plants" means the Sara Lee Fresh Bread production facilities in the following locations, and all land, buildings, fixtures, machinery, and equipment related to those production facilities:

- (1) 160 L Street, Fresno, California, 93721
- (2) 955 Kennedy Street, Oakland, California, 94606
- (3) 3211 6th Avenue, Sacramento, California, 95817
- (4) 2651 South Airport Way, Stockton, California, 95206
- (5) 5200 South Alameda, Vernon, California, 90058

G. "Central Pennsylvania Area" means Adams, Allegany, Armstrong, Bedford, Berks, Blair, Bradford, Bucks, Cambria, Cameron, Carbon, Centre, Chester, Clarion, Clearfield,

Clinton, Columbia, Cumberland, Dauphin, Delaware, Elk, Fayette, Forest, Franklin, Greene, Huntingdon, Indiana, Jefferson, Juniata, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, McKean, Mifflin, Monroe, Montgomery, Montour, Northampton, Philadelphia, Perry, Potter, Schuylkill, Snyder, Somerset, Sullivan, Susquehanna, Tioga, Warren, Westmoreland, and York Counties in the commonwealth of Pennsylvania.

H. “Central Pennsylvania Assets” means:

- (1) the Central Pennsylvania Brands;
- (2) the Central Pennsylvania Plants;
- (3) all trucks and other vehicles, depots and warehouses, and routes, including those owned and operated by contract distributors, utilized by Defendants or their agents in the distribution and sale of Fresh Bread under the Central Pennsylvania Brands in the Central Pennsylvania Area;
- (4) all route books, customer lists, and other records used in the Defendants’ sale of Fresh Bread under the Central Pennsylvania Brands in the Central Pennsylvania Area; and
- (5) all Other Assets used in the research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sale of Fresh Bread under the Central Pennsylvania Brands in the Central Pennsylvania Area.

I. “Central Pennsylvania Brands” means the Holsum and Milano brands for Fresh Bread in the Central Pennsylvania Area, and any other related Trade Dress used in connection with the sale of Fresh Bread in the Central Pennsylvania Area.

J. “Central Pennsylvania Plants” means the Sara Lee bread production facilities in the following locations, and all land, buildings, fixtures, machinery, and equipment related to those production facilities:

- (1) 500 Hanover Street, Northumberland, Pennsylvania, 17857
- (2) 249 North 11th Street, Sunbury, Pennsylvania, 17801

K. “Central Region Area” means the Kansas City Area, the Omaha Area, and the Oklahoma City Area.

L. “Central Region Assets” means:

- (1) the Central Region Brands;
- (2) the Central Region Plants;
- (3) all trucks and other vehicles, depots and warehouses, and routes, including those owned and operated by contract distributors, utilized by Defendants or their agents in the distribution and sale of Fresh Bread under the Central Region Brands in the Central Region Area;
- (4) all route books, customer lists, and other records used in the Defendants’ sale of Fresh Bread under the Central Region Brands in the Central Region Area; and
- (5) all Other Assets used in the research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sale of Fresh Bread under the Central Region Brands in the Central Region Area.

M. “Central Region Brands” means:

- (1) the EarthGrains and Mrs Baird’s brands for Fresh Bread in the Kansas City Area, and any other related Trade Dress used in connection with the sale of Fresh

Bread in the Kansas City Area;

(2) the EarthGrains and, as licensed by Defendants, Healthy Choice brands for Fresh Bread in the Omaha Area and any other related Trade Dress used in connection with the sale of Fresh Bread in the Omaha Area; and

(3) the EarthGrains brand for Fresh Bread in the Oklahoma City Area, and any other related Trade Dress used in connection with the sale of Fresh Bread in the Oklahoma City Area.

N. “Central Region Plants” means the Sara Lee bread production facilities in the following locations, and all land, buildings, fixtures, machinery, and equipment related to those production facilities:

- (1) 317 South Elm Street, Hastings, Nebraska, 68901
- (2) 221 North Chapel Hill Road, Sioux Falls, South Dakota, 57103
- (3) 2630 Southeast Drive, Wichita, Kansas, 67216
- (4) 1916 North Broadway, Oklahoma City, Oklahoma, 73103

O. “Defendants” mean Grupo Bimbo, BBU, and Sara Lee.

P. “Divestiture Assets” means the California Assets, the Central Pennsylvania Assets, and the Central Region Assets.

Q. “Formulas” mean all Defendants’ formulas, recipes, and specifications used by a Defendant in connection with the production and packaging associated with the goods manufactured, distributed, marketed, and sold under a brand name, including, without limitation, ingredients, manufacturing processes, equipment and material specifications, trade and manufacturing secrets, know-how, and scientific and technical information.

R. “Fresh Bread,” for purposes of this Hold Separate Stipulation and Order, means for the Central Pennsylvania Brands and the Central Region Brands, fresh, bagged, sliced bread, and items sold as bagged buns, rolls, sandwich thins, thin buns, bagels, English muffins, flat bread sold as traditional pita bread, and other fresh bread products sold under each Relevant Brand in the Central Pennsylvania Area and the Central Region Area. For the purposes of this Hold Separate Stipulation and Order, “Fresh Bread” for the California Area means fresh, bagged, sliced bread, and items sold as bagged buns, rolls, sandwich thins, thin buns, and other fresh bread products sold under the California Brands in the California Area, and excludes English muffins, bagels, and flat bread sold as traditional pita bread.

S. “Grupo Bimbo” means Defendant Grupo Bimbo, S.A.B. de C.V., a corporation organized under the laws of Mexico, with its headquarters in Mexico City, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

T. “Kansas City Area” means Johnson, Leavenworth, Miami, and Wyandotte Counties in the state of Kansas, and Cass, Clay, Jackson, Lafayette, Platte, and Ray Counties in the state of Missouri.

U. “Licensed Trademarks” means all trademarks or service marks belonging or licensed to Defendants (whether registered or unregistered, or whether the subject of a pending application) that consist of, or incorporate, a Relevant Brand.

V. “Oklahoma City Area” means the Canadian, Cleveland, Logan, McClain, Oklahoma, and Pottawatomie Counties in Oklahoma.

W. “Omaha Area” means Pottawattamie County in the State of Iowa, and Cass, Douglas, Lancaster, Sarpy, Saunders, and Washington Counties in the state of Nebraska.

X. “Other Assets” means, with respect to each Relevant Brand:

(1) All tangible assets (other than plants and equipment) primarily used in the research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sale of any Fresh Bread product sold under a Relevant Brand in its Relevant Area, including but not limited to copies of customer lists and route maps; copies of accounts, credit records and related customer information; product inventory; packaging and copies of artwork relating to such packaging; and copies of all performance records and all other records, provided, however, that Defendants may retain the portions of such tangible assets that relate to products other than any Fresh Bread product sold under a Relevant Brand in its Relevant Area where such assets reasonably can be divided, or may provide copies of such assets where it is reasonable to do so; and

(2) All of the following intangible assets:

a. all licenses, permits or authorizations issued by any governmental organization, contracts (including route contracts), teaming arrangements, agreements, leases, commitments, certifications and understandings, including agreements with suppliers, distributors, independent operators, wholesalers, retailers, marketers, unions, employees, or advertisers used primarily in the research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sale of any Fresh Bread product sold under a Relevant Brand in its Relevant Area;

b. A non-exclusive, transferable, royalty-free license or sublicense to all not-previously-identified intellectual property used in the research, development, manufacturing, production, distribution, marketing, promotion,

advertising, servicing, or sale of any Fresh Bread product under a Relevant Brand in its Relevant Area, including but not limited to any patents, licenses, and sublicenses, copyrights, Licensed Trademarks (excluding trademarks other than the Licensed Trademarks), and trade secrets; and

c. all technical information, computer software, route configurations, and related documentation, know-how, and Formulas, including information relating to plans for, improvement to, or line extensions of, Fresh Bread products sold or distributed primarily under a Relevant Brand in its Relevant Area; all research, packaging, distribution, marketing, advertising, and sales know-how and documentation, including marketing and sales data, packaging designs, quality assurance and control procedures; all associated manuals and technical information that Defendants provide to their own employees, customers, suppliers, agents or licensees; and all research data concerning historic and current research and development efforts, including, but not limited to, designs or experiments primarily related to the Relevant Brands in the Relevant Areas, and the results of successful and unsuccessful designs and experiments, provided, that with respect to any intangible assets identified in subparagraphs (a), (b), and (c) herein that, prior to the merger, were being used in the research, development, production, distribution, marketing, promotion, advertising, servicing, or sale of any Fresh Bread product distributed or sold under a Relevant Brand in a Relevant Area and any product or other asset not being divested, Defendants may utilize and retain the portions of such intangible assets that relate solely to products other than any Fresh Bread product distributed or sold under a Relevant Brand in a Relevant Area where such assets

reasonably can be divided, and may provide copies of such intangible assets that relate to both any Fresh Bread sold or distributed under a Relevant Brand in a Relevant Area and any other product or asset not being divested if such assets cannot be separated from what Defendants require for the retained business.

Y. “Relevant Areas” means the California, Central Pennsylvania, and Central Region Areas.

Z. “Relevant Brands” means the California Brands, the Central Pennsylvania Brands, and the Central Region Brands.

AA. “Sara Lee” means Defendant Sara Lee Corporation, a Maryland corporation with its headquarters in Downers Grove, Illinois, its successors and assigns (other than Grupo Bimbo and BBU), and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

BB. “Trade Dress” means the print, style, color, labels, and other elements of trade dress currently used by Defendants and/or their subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures in association with the goods manufactured, distributed, marketed, and sold under a brand name.

## **II. OBJECTIVES**

The proposed Final Judgment filed in this case is meant to ensure Defendants’ prompt divestiture of the Divestiture Assets for the purpose of maintaining competition in markets for the sale of sliced bread sold in retail stores in the Relevant Areas in order to remedy the anticompetitive effects that the United States alleges would otherwise result from Grupo Bimbo and BBU’s acquisition of Sara Lee’s North American Fresh Bakery business. This Hold Separate Stipulation and Order ensures, prior to such divestitures, that the Divestiture Assets

remain independent, economically viable, competitive, and ongoing assets, and that competition is maintained during the pendency of the ordered divestitures.

### **III. JURISDICTION AND VENUE**

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia. Defendants waive service of summons on the Complaint.

### **IV. COMPLIANCE WITH AND ENTRY OF PROPOSED FINAL JUDGMENT**

A. The parties stipulate that a proposed Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court. Defendants agree to arrange, at their expense, publication as quickly as possible of the newspaper notice required by the APPA. The publication shall be arranged no later than five (5) calendar days after Defendants' receipt from the United States of the text of the notice and the identity of the newspaper within which the publication shall be made. Defendants shall promptly send to the United States (1) confirmation that publication of the newspaper notice has been arranged, and (2) the certification of the publication prepared by the newspaper within which the notice was published.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment pending the proposed Final Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall,

from the date of the signing of this Hold Separate Stipulation and Order by the parties, comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Hold Separate Stipulation and Order.

D. This Hold Separate Stipulation and Order shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event (1) the United States has withdrawn its consent, as provided in Section IV(A) above, or (2) the proposed Final Judgment is not entered pursuant to this Hold Separate Stipulation and Order, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Hold Separate Stipulation and Order, and the making of this Hold Separate Stipulation and Order shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that they can and will make the divestitures ordered in the proposed Final Judgment and that Defendants will later raise no claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

## **V. HOLD SEPARATE AND PRESERVATION OF CALIFORNIA ASSETS**

Until the divestitures required by the proposed Final Judgment have been accomplished:

A. Defendants shall preserve, maintain, and operate the California Assets, together with all other assets that Grupo Bimbo and BBU acquire from Sara Lee in California (the “Remaining Sara Lee Assets”), as an independent, ongoing, and economically viable competitor, with management, sales, and operation of such assets held entirely separate, distinct, and apart from those of Grupo Bimbo and BBU’s operations. Defendants shall not coordinate the pricing, sale, marketing, distribution, production, or any other component of the operation of the California Assets or the Remaining Sara Lee Assets with Grupo Bimbo or BBU’s other operations, except that (1) Grupo Bimbo and BBU may provide back office and shared corporate services (such as OSHA compliance, employee benefits, payroll, and employee relations, legal, treasury and accounting, purchasing, information and technology services, fleet and logistical support, insurance, regulatory compliance, and quality assurance services) for which Grupo Bimbo and BBU will assume responsibility after acquiring Sara Lee’s North American Fresh Bakery business, and (2) the California Assets and the Remaining Sara Lee Assets will be offered opportunities to participate in national and/or regional promotions, advertising and marketing programs. The California Assets and the Remaining Sara Lee Assets will have the right to participate in or opt out of these promotions, advertising, and marketing programs. The person or persons whom Grupo Bimbo and BBU appoint to manage the California Assets and the Remaining Sara Lee Assets pursuant to Paragraph V.I of this Hold Separate Stipulation and Order shall decide whether the California Assets or the Remaining Sara Lee Assets will participate in or opt out of such national or regional promotions. Within twenty (20) days after the filing of the Hold Separate Stipulation and Order, Defendants will inform the United States

of the steps that they have taken to comply with this Hold Separate Stipulation and Order, including Sections V and VI.

B. Defendants shall take all steps necessary to ensure that (1) the California Assets will be maintained and operated as an independent, ongoing, economically viable, and active competitor in the Fresh Bread industry; (2) the management of the California Assets will not be influenced by Grupo Bimbo or BBU; and (3) the books, records, competitively sensitive sales, marketing, promotion and pricing information, and decision-making concerning research, development, manufacturing, production, distribution, marketing, promotion, advertising, or sales of Fresh Bread produced and sold using the California Assets will be kept separate and apart from Grupo Bimbo and BBU's other operations.

C. Defendants shall use all reasonable efforts to maintain the research, development, sales, revenues, marketing, promotion, shelf-space, advertising, and distribution of the California Assets, and shall maintain at fiscal year 2011 or previously approved levels for fiscal year 2012, whichever are higher, all research, development, product improvement, promotional, advertising, sales, distribution, marketing, and merchandising support for those products. Defendants shall also ensure that all plans and efforts to improve current products sold or to introduce new products produced and sold using the California Assets are continued.

D. Defendants shall provide sufficient working capital and lines and sources of credit to continue to maintain the viability and competitiveness of the California Assets consistent with the requirements of Section V(A) and (B) above.

E. Defendants shall take all steps necessary to ensure that the California Assets are fully maintained in operable condition at no less than their current capacity and sales, and shall maintain and adhere to normal repair and maintenance schedules for the California Assets.

F. Defendants shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the California Assets.

G. Defendants shall maintain, in accordance with sound accounting principles, separate, accurate and complete financial ledgers, books, and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of the California Assets.

H. Defendants' employees with primary responsibilities for the research, development, manufacturing, production, distribution, marketing, promotion, advertising, operation, or sale of the California Assets shall not be transferred or reassigned to other areas within Defendants' business, except for transfer bids initiated by employees pursuant to Defendants' regular, established job posting policy. Defendants shall provide the United States with ten (10) calendar days' notice of any such transfer.

I. Subject to the approval of the United States, Grupo Bimbo and BBU shall appoint a person or persons to manage the California Assets and the Remaining Sara Lee Assets, and who will be responsible for Defendants' compliance with this section. This person shall have complete managerial responsibility for the California Assets and the Remaining Sara Lee Assets, subject to the provisions of the proposed Final Judgment, and shall make all decisions relating to pricing, promotion, discounting, marketing, and sales for the California Assets and the Remaining Sara Lee Assets independent of Grupo Bimbo and BBU. In the event such person is unable to perform his duties, Grupo Bimbo and BBU shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should Grupo Bimbo and BBU fail

to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

J. Defendants shall take no action that would jeopardize, delay, or impede the sale of the California Assets.

K. Defendants shall take no action that would interfere with the ability of any trustee appointed pursuant to the proposed Final Judgment to complete the divestiture of the California Assets pursuant to the proposed Final Judgment to an Acquirer acceptable to the United States.

#### **VI. ASSET MAINTENANCE OF ALL OTHER DIVESTITURE ASSETS**

Until the divestitures required by the proposed Final Judgment have been accomplished:

A. Defendants shall preserve, maintain, and operate the Central Region Assets and the Central Pennsylvania Assets as economically viable assets.

B. Defendants shall use all reasonable efforts to maintain the research, development, sales, revenues, marketing, promotion, shelf-space, advertising, and distribution of the Central Region Assets and the Central Pennsylvania Assets, and shall maintain at fiscal year 2011 or previously approved levels for fiscal year 2012, whichever are higher, all research, development, product improvement, promotional, advertising, sales, distribution, marketing, and merchandising support for those products. Defendants shall also ensure that all plans and efforts to improve current products sold or to introduce new products produced and sold using the Central Region Assets and the Central Pennsylvania Assets are continued.

C. Defendants shall provide sufficient working capital and lines and sources of credit to continue to maintain the viability and competitiveness of the Central Region Assets and the Central Pennsylvania Assets.

D. Defendants shall take all steps necessary to ensure that the Central Region Assets and the Central Pennsylvania Assets are fully maintained in operable condition at no less than their current capacity and sales, and shall maintain and adhere to normal repair and maintenance schedules for the Central Region Assets and the Central Pennsylvania Assets.

E. Defendants shall not coordinate the pricing, promotion, and discounting for the sale of Fresh Bread under the Central Region Brands in the Central Region Area and the Central Pennsylvania Brands in the Central Pennsylvania Area with that of the pricing, promotion, and discounting for any other of Grupo Bimbo or BBU's Fresh Bread products.

F. Subject to the approval of the United States, Grupo Bimbo and BBU shall appoint a person or persons responsible for the pricing, promotion, and discounting of the Fresh Bread sold under the Central Region Brands in the Central Region Area and the Central Pennsylvania Brands in the Central Pennsylvania Area. This person, subject to the provisions of the proposed Final Judgment, shall make all decisions relating to pricing, promotion, and discounting of the Central Region Brands in the Central Region Area and the Central Pennsylvania Brands in the Central Pennsylvania Area. In the event such person is unable to perform his duties, Grupo Bimbo and BBU shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should Grupo Bimbo and BBU fail to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

G. Defendants shall take all steps necessary to ensure that the personnel responsible for the pricing, promotion, and discounting of the Fresh Bread sold under the Central Region Brands in the Central Region Area and the Central Pennsylvania Brands in the Central Pennsylvania Area will not be influenced by personnel responsible for the pricing, promotion, and discounting of other of Grupo Bimbo and BBU's Fresh Bread products, and that the books,

records, marketing, and other data and information relating to pricing, promotions, or discounting of Fresh Bread sold under the Central Region Brands in the Central Region Area and the Central Pennsylvania Brands in the Central Pennsylvania Area (except as required by applicable law or as a result of public disclosures) will be kept separate and apart from the personnel responsible for the pricing, promotion, and discounting of all other Fresh Bread products sold or distributed by Grupo Bimbo and BBU.

H. Defendants shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the Central Region Assets and the Central Pennsylvania Assets.

I. Defendants shall maintain, in accordance with sound accounting principles, accurate and complete financial ledgers, books, and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of the Central Region Assets and the Central Pennsylvania Assets.

J. Defendants' employees with primary responsibilities for the research, development, manufacturing, production, distribution, marketing, promotion, advertising, operation, or sale of the Central Region Assets and the Central Pennsylvania Assets shall not be transferred or reassigned to other areas within Defendants' business, except for transfer bids initiated by employees pursuant to Defendants' regular, established job posting policy. Defendants shall provide the United States with ten (10) calendar days' notice of any such transfer.

K. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Central Region Assets and the Central Pennsylvania Assets.

L. Defendants shall take no action that would interfere with the ability of any trustee appointed pursuant to the proposed Final Judgment to complete the divestiture of the Central Region Assets and the Central Pennsylvania Assets pursuant to the proposed Final Judgment to an Acquirer acceptable to the United States.


#### **VII. DURATION OF HOLD SEPARATE AND ASSET PRESERVATION OBLIGATIONS**

Defendants' obligations under Sections V and VI of this Hold Separate Stipulation and Order shall remain in effect until (1) consummation of the divestiture required by the proposed Final Judgment or (2) until further order of the Court. With respect to each of the California Area, the Central Region Area, and the Central Pennsylvania Area, full compliance with obligations under the Final Judgment as to that area shall release the Defendants from all other potential obligations as to that area under this Hold Separate Stipulation and Order. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Hold Separate Stipulation and Order.

Dated: October 21 2011

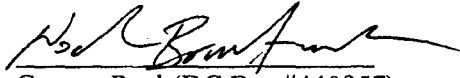
Respectfully submitted,

**FOR PLAINTIFF  
UNITED STATES OF AMERICA**

  
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**FOR DEFENDANTS GRUPO BIMBO S.A.B. de C.V. AND BBU, INC.**

A handwritten signature in black ink, appearing to read "George Paul", is written over a horizontal line.

George Paul (DC Bar #440957)

Noah Brumfield (DC Bar #488967)

White & Case LLP

701 Thirteenth Street, NW

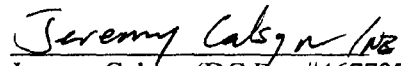
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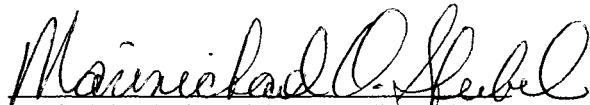
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**FOR DEFENDANTS GRUPO BIMBO S.A.B. de C.V. AND BBU, INC.**



Jeremy Calsyn (DC Bar #467737)  
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**FOR DEFENDANT SARA LEE CORPORATION**

A handwritten signature in black ink, appearing to read "Marimichael Skubel". The signature is fluid and cursive, with the first name "Marimichael" being more prominent than the last name "Skubel".

Marimichael Skubel (DC Bar #294934)

Kirkland & Ellis LLP

655 Fifteenth Street, NW

Washington, DC 20005-5793

Telephone: 202-879-5034

Facsimile: 202-879-5200

Email: mskubel@kirkland.com

ORDER

IT IS SO ORDERED by the Court, this \_\_\_\_ day of \_\_\_\_\_, 2011.

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United States District Judge