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\*W2530145\*

E# 2530145 PG 1 OF 12  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
09-JUN-11 826 AM FEE \$36.00 DEP NNP  
REC FOR: UCC DIRECT

**RECORDING REQUESTED BY:**  
Cravath, Swaine & Moore LLP

**WHEN RECORDED MAIL TO:**

Jeremy F. Finkelstein  
RECORD & RETURN TO 21121  
ACT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91206-9071 Americas  
28615513-UT-Weber 10104 3300  
Tel.: (212) 541-3071

Tax Parcel Nos. 01-017-0001, 01-017-0006, 01-017-0042

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT  
OF RENTS AND LEASES AND FIXTURE FILING**

by and between

**INTERSTATE BRANDS CORPORATION,**  
as Trustor

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
as Collateral Agent for the benefit of the Holders and the Indenture Trustee (as such terms are  
defined below), as Beneficiary

DATED AS OF May 26, 2011

PREMISES: 2557 Grant Avenue  
Ogden, UT 84401-3198  
Weber County

Weber County, Utah

**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT  
OF RENTS AND LEASES AND FIXTURE FILING**

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment"), dated as of May 26, 2011, is made by and between INTERSTATE BRANDS CORPORATION, a Delaware corporation (the "Trustor"), having an office at c/o Hostess Brands, Inc., 6031 Connection Drive, Suite 600, Irving, Texas 75039, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Collateral Trustee for the benefit of the Holders and the Indenture Trustee (as such terms are defined below) (the "Beneficiary"), whose address is 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, Attention: Global Corporate Trust.

**Background**

A. Pursuant to that certain Indenture dated as of February 3, 2009 (the "Original Indenture"), among Hostess Brands, Inc. (formerly known as Interstate Bakeries Corporation) (the "Company"), the subsidiary guarantors signatory thereto, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee and as Collateral Trustee, the Company issued certain Securities upon the terms and conditions set forth therein.

B. In connection with the Original Indenture, the deed of trust described on Exhibit A attached hereto was granted by Trustor to Beneficiary (the "Original Security Instrument"), which Original Security Instrument covers the real property described on Exhibit B attached hereto (the "Land").

C. The Original Indenture was supplemented pursuant to that certain Supplemental Indenture dated as of March 30, 2011 (the "Supplemental Indenture" and the Original Indenture, as supplemented by the Supplemental Indenture and as the same may be further amended, supplemented, restated or otherwise modified from time to time is hereinafter referred to as the "Indenture").

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture, except that the term "Security Obligations" when used herein shall have the meaning given to such term in the Security Instrument.

E. Pursuant to the Supplemental Indenture, among other things, Trustor is being permitted to issue new Series C Notes, as more fully set forth in the Supplemental Indenture.

F. Trustor and Beneficiary desire to give notice of the supplement to the Original Indenture, to confirm that the Original Security Instrument remains in full force and effect and continues, without interruption, to secure the Trustor's obligations under the Indenture and the other Collateral Documents, and to make other amendments to the Original Security Instrument on the terms set forth below.

**NOW, THEREFORE, Trustor and Beneficiary agree and give notice as follows:**

1. (a) Whenever referred to in the Security Instrument (as defined below), "Indenture" shall mean the Original Indenture, as supplemented by the Supplemental Indenture, and as the same may be further amended, restated, supplemented or otherwise modified from time to time.

(b) Whenever referred to in the Security Instrument or in any related document, "Security Instrument" shall mean the Original Security Instrument, as amended by this Amendment, as the Security Instrument may be further amended, restated, supplemented or otherwise modified from time to time.

(c) Whenever referred to in the Security Instrument, "Security Obligations" shall mean (i) all obligations arising under or previously secured by the Original Security Instrument and (ii) the "Security Obligations", as supplemented, amended and modified by the Supplemental Indenture, and as may be further amended and modified from time to time if and when the Indenture is further amended, supplemented, restated or otherwise modified from time to time.

2. Trustor and Beneficiary expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Collateral Documents, and Trustor and Beneficiary hereby ratify, confirm and agree that the Collateral Documents and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for the benefit of Beneficiary or any of the Holders or the Indenture Trustee, including, without limitation, the lien created by the Original Security Instrument, as amended by this Amendment, shall continue, without interruption, to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Security Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

3. The parties hereby give notice that the Original Indenture has been supplemented pursuant to the Supplemental Indenture.

4. The Original Security Instrument, as amended by this Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any amendment of the Collateral Documents or of the Security Obligations may or may not be recorded.

5. Trustor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Amendment by Beneficiary shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Trustor's or Beneficiary's duties, obligations and liabilities contained in the Collateral Documents, (b) waiver, modification, restriction or limitation of any and all of Trustor's or Beneficiary's rights and benefits arising under the Collateral Documents by operation of law, or otherwise, to demand full, complete and strict

performance of the duties, obligations and liabilities contained in the Collateral Documents, or (c) precedent, and that Beneficiary shall be under no obligation, express or implied, to grant Trustor any future or further modification, renewal, extension and/or amendment to the Security Instrument, as amended hereby or any or all of the other Collateral Documents, except as provided therein.

6. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

8. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

9. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE  
FOLLOWS]

This Amendment has been duly executed by Trustor and Beneficiary on the date first above written.

INTERSTATE BRANDS CORPORATION,  
a Delaware corporation

By:

J. Randall Vance  
Name: J. Randall Vance  
Title: Senior Vice President-Finance &  
Treasurer

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Collateral Trustee

By:

\_\_\_\_\_  
Name:  
Title:

This Amendment has been duly executed by Trustor and Beneficiary on the date first above written.

INTERSTATE BRANDS CORPORATION,  
a Delaware corporation

By:

\_\_\_\_\_  
Name: J. Randall Vance  
Title: Senior Vice President-Finance &  
Treasurer

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Collateral Trustee

By:

M Callahan  
Name: M. CALLAHAN  
Title: VICE PRESIDENT

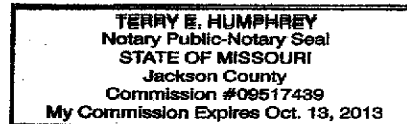
STATE OF Missouri )  
COUNTY OF Jackson )ss.

The foregoing instrument was acknowledged before me this 20th day of May 2011, by J. Randall Vance, the Senior Vice President-Finance & Treasurer of INTERSTATE BRANDS CORPORATION, a Delaware corporation.

Terry E. Humphrey  
NOTARY PUBLIC  
Residing at: 5704 S. Meza Ct., Indep, MO

My Commission Expires:

10/13/13



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May 2011, by \_\_\_\_\_, the \_\_\_\_\_ of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ):ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May 2011, by J. Randall Vance, the Senior Vice President-Finance & Treasurer of INTERSTATE BRANDS CORPORATION, a Delaware corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF IL )  
 ):ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May 2011, by M. CALLAHAN, the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association.

T. Mosterd  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Chicago, IL

My Commission Expires:

1/22/2013

\_\_\_\_\_





Exhibit A

Security Instrument

The following security instrument is recorded in the public records of

County: Weber

State: Utah

**Deed of Trust, Security Agreement, Assignment of Rents and Leases and  
Fixture Filing**

Trustor: Interstate Brands Corporation

Beneficiary: The Bank of New York Mellon Trust Company, N.A.

Dated: February 3, 2009

Recorded: February 6, 2009

Document: 2389811

**Exhibit B**

**Description of the Land**

[See attached]

UTAH - NCS-357248-051

Real property in the City of Ogden, County of Weber, State of Utah, described as follows:

PARCEL 1: 01-017-0001

ALL OF LOTS 1 AND 10, AND PART OF LOTS 2, 3 AND 4, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING 165 FEET EAST FROM THE SOUTHWEST CORNER OF SAID BLOCK 19, THENCE NORTH 326.5 FEET, MORE OR LESS, TO A POINT SOUTH 41°37' WEST FROM A POINT 224.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 41°37' EAST TO A POINT WHICH IS EAST OF A POINT 65 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE WEST TO A POINT 165 FEET EAST OF THE WEST LINE OF LOT 4; THENCE NORTH 35 FEET, THENCE EAST TO A POINT SOUTH 41°37' WEST OF A POINT 224.5 FEET EAST OF THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 41°37' EAST TO THE NORTH LINE OF LOT 4; THENCE EAST 105.45 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH 132 FEET TO THE SOUTHEAST CORNER OF LOT 4; THENCE EAST 333.5 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 265.36 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF BLOCK 19; THENCE WEST 502 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 2: 01-017-0006

BEGINNING AT A POINT 10 RODS EAST OF THE SOUTHWEST CORNER OF LOT 2, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH; AND RUNNING WEST 10 RODS, THENCE NORTH 366.68 FEET TO A POINT 30 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 4, BLOCK 19, PLAT A, OGDEN CITY SURVEY; RUNNING THENCE EAST 165 FEET; THENCE SOUTH 35 FEET; THENCE EAST 10 FEET; THENCE SOUTH 417 FEET WEST TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 3: 01-017-0042

THE SOUTH 2.25 FEET OF LOT 9, BLOCK 19, PLAT A, OGDEN CITY, WEBER COUNTY, UTAH.

PARCEL 4:

AN EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY INSTRUMENT RECORDED NOVEMBER 10, 1993 AS ENTRY NO. 1257045 IN BOOK 1688 AT PAGE 2595 OF OFFICIAL RECORDS OVER THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 9, BLOCK 19, PLAT A, OGDEN CITY SURVEY, IN OGDEN CITY, WEBER COUNTY, STATE OF UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 7.25 FEET NORTH 0°58' EAST FROM THE

**SOUTHEAST CORNER OF SAID LOT 9, SAID POINT BEING SOUTH 0°58' WEST 440.29 FEET AND NORTH 89°02' WEST 49.2 FEET FROM THE MONUMENT OF THE CENTERLINE INTERSECTION OF 25TH STREET AND GRANT AVENUE AND RUNNING THENCE SOUTH 0°58' WEST 5.0 FEET; THENCE NORTH 89°02' WEST 333.50 FEET; THENCE NORTH 0°58' EAST 5.0 FEET; THENCE SOUTH 89°02' EAST 333.50 FEET TO THE POINT OF BEGINNING.**