

**RECORDING REQUESTED BY:**

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**WHEN RECORDED MAIL TO:**

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\*W2538102\*

E# 2538102 PG 1 OF 10  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
19-Aug-11 0939 AM FEE \$31.00 DEP SY  
REC FOR: FIRST AMERICAN NCS - SOUTH TEMPLE  
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Tax Parcel Nos. 01-017-0001; 01-017-0006; 01-017-0042**

**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

**SILVER POINT FINANCE, LLC, AS COLLATERAL AGENT AND ADMINISTRATIVE  
AGENT FOR THE LENDERS (DEFINED BELOW),**  
as Beneficiary

DATED AS OF August 17, 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 August ~~7~~ 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, TX 75039, and SILVER POINT FINANCE, LLC, a Delaware limited liability company ("Silver Point"), having an address at 2 Greenwich Plaza, Greenwich, CT 06830, as administrative agent and collateral agent for the Lenders (as defined below) and as Beneficiary (in such capacity, "Beneficiary").

**Background**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of February 3, 2009 (the "Original Credit Agreement"), by and among Trustor, IBC Sales Corporation, a Delaware corporation ("Sales"), Hostess Brands, Inc. (formerly known as Interstate Bakeries Corporation), a Delaware corporation ("IBC," and together with Trustor and Sales, the "Borrowers"), and certain subsidiaries of IBC, as guarantors, the lenders from time to time party thereto (the "Lenders"), Silver Point as administrative agent and collateral agent for the Lenders, the Lenders extended certain credit facilities to the Borrowers on the terms and conditions set forth therein;

WHEREAS, Trustor is a Borrower under the Original Credit Agreement;

WHEREAS, in connection with the Original Credit Agreement, 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");

WHEREAS, the Original Credit Agreement is being amended on the date hereof by a certain Fifth Amendment (the "Fifth Amendment") (the Original Credit Agreement, as heretofore amended, as amended by the Fifth Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") to provide additional funding to as and when provided therein so that the maximum principal sum (including interest added to principal) that may be outstanding under the Credit Agreement shall be \$442,000,000.00; and

WHEREAS, Trustor and Beneficiary desire to give notice of the Fifth Amendment, 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 Credit Agreement and other Credit Documents (as defined in the Credit Agreement) 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), "Credit Agreement" shall have the meaning set forth in the recitals.

(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, "Obligations" shall mean (i) all obligations arising under or previously secured by the Original Security Instrument and (ii) the "Obligations", as defined in the Credit Agreement.

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 Credit Documents, and Trustor and Beneficiary hereby ratify, confirm and agree that the Credit Documents and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for the benefit of Beneficiary or any other Secured Parties, 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 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 Credit Agreement has been amended pursuant to the Fifth Amendment.

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 Credit Documents or of the 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 Credit Documents, (b) waiver, modification, restriction or limitation of any and all of Trustor's or Beneficiary's rights and benefits arising under the Credit Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Credit 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 Credit 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.

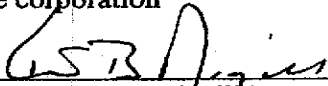
8. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation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

Name: Kent B. Magill  
Title: Executive Vice President and General Counsel

**SILVER POINT FINANCE, LLC,**  
a Delaware limited liability company

By: 

Name: David Reganato  
Title: Authorized Signatory

STATE OF New York  
COUNTY OF New York ) :ss.

The foregoing instrument was acknowledged before me this 17 day of August 2011, by Kent B. Magill, the Executive Vice President and General Counsel of INTERSTATE BRANDS CORPORATION, a Delaware corporation.

Denise Riegel Savarese  
NOTARY PUBLIC  
Residing at: Manhasset NY

My Commission Expires:

4-30-14

DENISE RIEGEL SAVARESE  
Notary Public, State of New York  
No. 01SA4826955  
Qualified in Nassau County  
Commission Expires April 30, 2014

STATE OF New York  
COUNTY OF New York ) :ss.

The foregoing instrument was acknowledged before me this 17 day of August 2011, by David Reganato, the Authorized Signatory of SILVER POINT FINANCE, LLC, a Delaware limited liability company.

Denise Riegel Savarese  
NOTARY PUBLIC  
Residing at: Manhasset NY

My Commission Expires:

4-30-14

DENISE RIEGEL SAVARESE  
Notary Public, State of New York  
No. 01SA4826955  
Qualified in Nassau County  
Commission Expires April 30, 2014

**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: Silver Point Finance, LLC

Dated: February 3, 2009

Recorded: February 6, 2009

Document: 2389805

**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:

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.

01-017-0001

VMP

PARCEL 2:

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 41.7 FEET WEST TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING.

01-017-0006

PARCEL 3:

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

01-017-0042

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.**