

Presentment Date: September 7, 2012 at 12:00 p.m., E.T.
Objection Deadline: September 7, 2012 at 11:30 a.m., E.T.

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Ryan T. Routh

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re	:	Chapter 11
	:	
Hostess Brands, Inc., <i>et al.</i> , ¹	:	Case No. 12-22052 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF PRESENTMENT OF STIPULATION AND AGREED
ORDER WITH RESPECT TO FOURTH AMENDMENT TO DIP CREDIT AGREEMENT**

¹

The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Hostess Brands, Inc. (0322), IBC Sales Corporation (3634), IBC Services, LLC (3639), IBC Trucking, LLC (8328), Interstate Brands Corporation (6705) and MCF Legacy, Inc. (0599).



PLEASE TAKE NOTICE OF THE FOLLOWING:

1. The above-captioned debtors and debtors in possession (collectively, the "Debtors") will present for signature the Stipulation and Agreed Order With Respect to Fourth Amendment to DIP Credit Agreement attached hereto as Exhibit 1 (the "Stipulation and Agreed Order")² to the Honorable Robert D. Drain, United States Bankruptcy Judge, on **September 7, 2012 at 12:00 noon (Eastern Time)** (the "Presentment Date").

2. Objections, if any, to the proposed Stipulation and Agreed Order must be made in writing, with a hard copy to Chambers, conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and be filed with the Bankruptcy Court and must be served in accordance with the Administrative Order, Pursuant to Rule 1015(c) of the Federal Rules of Bankruptcy Procedure, Establishing Case Management and Scheduling Procedures (Docket No. 371) (the "Case Management Order"), so as to be actually received by parties on the Special Service List (as defined in the Case Management Order), **not later than 11:30 a.m. (Eastern Time) on September 7, 2012** (the "Objection Deadline").

3. If an objection is properly served and filed before the Objection Deadline, a hearing will be held to consider the Stipulation and Agreed Order and the objection at a date and time to be set by the Court.

4. Objections not served and filed on or before the Objection Deadline may not be considered by the Court. Unless an objection is received by the Objection Deadline, the

² Capitalized terms used herein but not otherwise defined have the meanings given to them in the Stipulation and Agreed Order.

Stipulation and Agreed Order may be signed and entered on the Presentment Date without further notice or hearing.

Dated: September 4, 2012
New York, New York

Respectfully submitted,

/s/ Corinne Ball

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Heather Lennox
Lisa Laukitis
Veerle Roovers
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
Hostess Brands, Inc., <i>et al.</i> , ¹	:	Case No. 12-22052 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**STIPULATION AND AGREED ORDER
WITH RESPECT TO FOURTH AMENDMENT TO DIP CREDIT AGREEMENT**

This Stipulation and Agreed Order (this "Stipulation") is made by and among (i) Hostess Brands, Inc. ("Hostess Brands") and the other above-captioned debtors and debtors in possession (collectively, the "Debtors"; (ii) General Electric Capital Corporation, as administrative and collateral agent (in such capacities, the "Pre-Petition Revolving Agent") under that certain Credit Agreement, dated as of February 3, 2009; (iii) Silver Point Finance, LLC, acting as the administrative and collateral agent (in such capacities, the "DIP Agent") in connection with the Debtors' Debtor-in-Possession Credit, Guaranty and Security Agreement (as it may be amended, the "DIP Credit Agreement"), and as the administrative and collateral agent under that certain Credit and Guaranty Agreement, dated as of February 3, 2009 (in such capacities, the "Pre-Petition First Lien Agent") and as the administrative and collateral agent under that certain Third Lien Term Loan Credit Agreement (in such capacities, the "Pre-Petition Third Lien Agent"; and (iv) The Bank of New York Mellon Trust Company, N.A., acting as trustee and collateral trustee for that certain Indenture, dated as of February 3, 2009 (in such

¹ The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Hostess Brands, Inc. (0322), IBC Sales Corporation (3634), IBC Services, LLC (3639), IBC Trucking, LLC (8328), Interstate Brands Corporation (6705) and MCF Legacy, Inc. (0599).

capacities, the "Pre-Petition Fourth Lien Trustee" and, together with the Pre-Petition Revolving Agent, the Pre-Petition First Lien Agent and the Pre-Petition Third Lien Agent, the "Pre-Petition Agents" and, together with the Debtors, the "Parties") with respect to the following:

RECITALS

A. On January 11, 2012 (the "Petition Date"), the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' chapter 11 cases have been consolidated and are being administered jointly for procedural purposes only.

B. On February 3, 2012, the Court entered the Final Order (I) Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, and (II) Granting Adequate Protection to Pre-Petition Secured Parties (Docket No. 254) (as subsequently amended, the "Final DIP Order") approving, on a final basis, among other things, the Debtors' entry into the DIP Credit Agreement.

C. Under paragraph 29 of the Final DIP Order, the Debtors are required to provide notice of any material amendments to the DIP Documents (as defined in the Final DIP Order) to the Pre-Petition Agents, the official committee of unsecured creditors appointed in the Debtors' bankruptcy cases (the "Creditors' Committee") and the United States Trustee for the Southern District of New York (the "U.S. Trustee"), and such parties have five business days from the date of such notice (the "Objection Period") to object in writing to any such amendment or modification.

D. On August 24, 2012, the Debtors and the DIP Agent executed a fourth amendment to the DIP Credit Agreement (the "Fourth Amendment") (a copy of which is

attached hereto as Exhibit A), which, among other things, amended and restated in their entirety the Chapter 11 Milestones (as defined in the DIP Credit Agreement) that the Debtors are required to achieve under the terms of the DIP Credit Agreement.

E. On August 24, 2012, pursuant to paragraph 29 of the Final DIP Order, a copy of the Fourth Amendment was provided to each of the Pre-Petition Agents, the Creditors' Committee and the U.S. Trustee for their review, and no written objections to the Fourth Amendment were received from such parties prior to the expiration of the Objection Period.

STIPULATION

NOW, THEREFORE, it is hereby stipulated and agreed by and among the Parties, through their undersigned counsel:

1. The Pre-Petition Agents hereby approve and consent to the Fourth Amendment and waive any right to object to the Debtors' entry into the Fourth Amendment.
2. Nothing in this Stipulation is intended to or shall be deemed to amend or alter the DIP Credit Agreement (except as amended by the Fourth Amendment) or the Final DIP Order in any way, and the DIP Credit Agreement (as amended by the Fourth Amendment) and the Final DIP Order remain in full force and effect.
3. Any modification, alteration or amendment of this Stipulation in whole or in part shall be subject to the further approval of the Court. No statement made or action taken in the negotiation of this Stipulation may be used by any party for any purpose whatsoever.
4. This Stipulation may be signed in counterpart originals or by facsimile or electronic signature, which together shall constitute one and the same instrument.

5. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation, interpretation and/or enforcement of this Stipulation. The Parties agree that the Court shall have exclusive jurisdiction to apply and enforce the terms of this Stipulation.

Dated: September 4, 2012

/s/ Corinne Ball

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ATTORNEYS FOR DEBTORS AND
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Respectfully submitted,

/s/ Jesse H. Austin, III

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ATTORNEYS FOR GENERAL ELECTRIC
CAPITAL CORPORATION

/s/ Diane Meyers

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/s/ Ira L. Herman

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ATTORNEYS FOR THE BANK OF NEW
YORK MELLON TRUST COMPANY, N.A.

IT SO ORDERED

Dated: White Plains, New York
September __, 2012

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

FOURTH AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT, GUARANTY AND SECURITY AGREEMENT

FOURTH AMENDMENT (this "Amendment"), dated as of August 24, 2012, to the Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of January 12, 2012 (as heretofore amended and as further amended, supplemented or otherwise modified, the "DIP Credit Agreement"), among HOSTESS BRANDS, INC. (formerly known as Interstate Bakeries Corporation), a Delaware corporation ("HBI"), INTERSTATE BRANDS CORPORATION, a Delaware corporation ("Brands" and, together with HBI, the "Borrowers"), certain subsidiaries of HBI, as Guarantors, the lending and other financial institutions from time to time parties thereto (collectively, the "DIP Lenders"), and SILVER POINT FINANCE, LLC, as administrative agent and collateral agent (in such capacities, the "DIP Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the DIP Lenders and the DIP Agent, among others, are parties to the DIP Credit Agreement; and

WHEREAS, the Borrowers have requested that the Requisite DIP Lenders and the DIP Agent agree to modify the DIP Credit Agreement in certain respects, and the Requisite DIP Lenders and the DIP Agent are prepared to do so upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein which are defined in the DIP Credit Agreement are used herein as therein defined.

2. Amendments to the DIP Credit Agreement.

(a) Section 5.17 of the DIP Credit Agreement is hereby amended by inserting the following at the end of the second sentence thereof:

“; *provided further* that, upon the adoption of a Liquidation Budget as provided herein, the Debtors shall take such action as is reasonably necessary to cause their compliance with the Budget Covenant, including the commencement of one or more sales under Section 363 of the Bankruptcy Code.”

(b) Section 8.1(f) of the DIP Credit Agreement is hereby amended by deleting the word “or” before the number “(iii)” and inserting the following new clause (iv) after the parenthetical at the end of clause (iii) thereof:

“or (iv) terminating any Debtor's exclusive right to file, or solicit acceptances to, a plan of reorganization in the Bankruptcy Cases”

(c) Section 8.1(l) of the DIP Credit Agreement is hereby amended by inserting the following new clause (iii) at the end thereof:

“or (iii) after the passage of five (5) business days from the receipt of written notice from either the DIP Agent or the Prepetition Agent, any Debtor shall continue to negotiate with other constituencies in the Bankruptcy Cases a form of plan of reorganization regarding which the DIP Agent or the Prepetition Agent has informed the Debtors in writing is not acceptable in any material respect or is no longer acceptable to it in any material respect as a result of a change in circumstances or (iv) any of the Debtors shall file a plan of reorganization in any of the Bankruptcy Cases that is not acceptable in any material respect to the DIP Agent or the Prepetition Agent; or”

(d) Annex A to the DIP Credit Agreement is hereby amended by deleting it in its entirety and replacing it with Exhibit A attached hereto.

3. Confirmation and Reaffirmation of Credit Documents. Each Credit Party does hereby, after giving effect to the amendments contemplated by this Amendment, (i) ratify and confirm each Credit Document to which it is a party and (ii) confirm and agree that each such Credit Document is, and shall continue to be, in full force and effect; provided that each reference to the DIP Credit Agreement therein and in each of the other Credit Documents shall be deemed to be a reference to the DIP Credit Agreement after giving effect to this Amendment.

4. Conditions to Effectiveness. This Amendment shall become effective as of the date set forth above if the following conditions are satisfied: (a) the DIP Agent shall have received counterparts of this Amendment executed by the Credit Parties, the DIP Agent and the DIP Lenders constituting Requisite DIP Lenders; (b) the representations and warranties set forth herein and in Section 4 of the DIP Credit Agreement and in each other Credit Document are true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date); (c) paragraph 25 of the Final DIP Order shall be amended (or the consent of the Pre-Petition Revolving Agent (as defined in the Final DIP Order) shall be obtained) to the extent necessary to replace the reference to "August 31, 2012" in clause (i) thereof to "November 30, 2012," which amendment or consent shall be on terms acceptable to the DIP Agent and the Prepetition Agent; (d) entry of an order by the Bankruptcy Court approving this Amendment and the modification specified in (c) above; and (e) the Borrowers shall have paid all outstanding invoices submitted by the DIP Agent or the Prepetition Agent prior to the date hereof in accordance with the DIP Order.

5. Reference to and Effect on the Credit Documents; Limited Effect. On and after the date hereof and the satisfaction of the conditions contained in Section 4 of this Amendment, each reference in the DIP Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the DIP Credit Agreement, and each reference in the other Credit Documents to the “DIP Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the DIP Credit Agreement shall mean and be a reference to the DIP Credit Agreement as modified hereby. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any DIP Lender or the DIP Agent under any of the Credit Documents, nor constitute a waiver of any provisions of any of the Credit Documents. This Amendment is limited as specified and shall not constitute a modification, acceptance, consent to deviation from or waiver of any other provision of, or operate as a waiver of any other right, power or remedy of any DIP Agent or DIP Lender under, the DIP Credit Agreement or any other Credit Document. Except as expressly modified herein, all of the provisions and covenants of the DIP Credit Agreement and the other Credit Documents are and shall continue to remain in full force and effect in accordance with

the terms thereof and are hereby in all respects ratified and confirmed. Each Credit Party acknowledges that this Amendment shall constitute a Credit Document.

6. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, each Credit Party represents and warrants to the DIP Agent and each of the DIP Lenders that as of the date hereof, after giving effect to the provisions of this Amendment:

(a) The execution, delivery and performance by the Borrowers and the other Credit Parties of this Amendment: (i) are within their respective organizational powers; (ii) have been duly authorized by all necessary corporate or limited liability company action; (iii) are not in contravention of any provision of their respective certificates or articles of incorporation or by-laws or other equivalent organizational documents as applicable; (iv) do not violate any law or regulation, or any order or decree of any court or Governmental Authority; (v) do not conflict with or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which any Borrower or any other Credit Party is a party or by which any Borrower or any other Credit Party or any of its property is bound; and (vi) do not require the consent or approval of any Governmental Authority or any other Person other than the Bankruptcy Court.

(b) This Amendment has been duly executed and delivered by or on behalf of the Borrowers and the other Credit Parties.

(c) This Amendment constitutes a legal, valid and binding obligation of each of the Borrowers and the other Credit Parties enforceable against each of them in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally or by general principles of equity regardless of whether considered in proceeding in equity or in law.

(d) No event shall have occurred and be continuing that would constitute an Event of Default or Default.

7. DIP Agent. Each of the DIP Lenders party hereto hereby authorizes and directs the DIP Agent to execute and deliver this Amendment.

8. Fees and Expenses. The Borrowers agree to pay all reasonable out-of-pocket expenses incurred by the DIP Agent in connection with this Amendment in accordance with the DIP Credit Agreement, including the reasonable fees, charges and disbursements of counsel for the DIP Agent.


9. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any executed counterpart delivered by facsimile or electronic transmission shall be effective as an original for all purposes hereof. The execution and delivery of this Amendment by any DIP Lender shall be binding upon each of its successors and assigns and binding in respect of all of its Commitments and Loans, including any acquired subsequent to its execution and delivery hereof and prior to the effectiveness hereof.

10. GOVERNING LAW. EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE, THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES


HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first written above.


HOSTESS BRANDS, INC. (formerly known as
Interstate Bakeries Corporation)

By: 
Name: John O. Stewart
Title: Executive Vice President, Chief Financial
Officer and Chief Administrative Officer


INTERSTATE BRANDS CORPORATION

By: 
Name: John O. Stewart
Title: Executive Vice President and Chief
Financial Officer


IBC SALES CORPORATION

By: 
Name: John O. Stewart
Title: Executive Vice President and Chief
Financial Officer

IBC SERVICES, LLC

By: 
Name: John O. Stewart
Title: Vice President - Finance

IBC TRUCKING, LLC

By: 
Name: John O. Stewart
Title: Vice President - Finance

SILVER POINT FINANCE, LLC,
as DIP Agent under the Debtor-in-Possession
Credit, Guaranty and Security Agreement

By: _____

Name:

Title:

Vick Sandhu
Authorized Signatory

• 10

[Handwritten signature]

SPF CDO I, LTD.,
as a DIP Lender

By: _____

Name: _____

Title: _____

Vick Sandhu
Authorized Signatory

SPCP GROUP, LLC,
as a DIP Lender

By: _____

Name:

Title:

Vick Sandhu
Authorized Signatory

GANNETT PEAK CLO I, LTD.

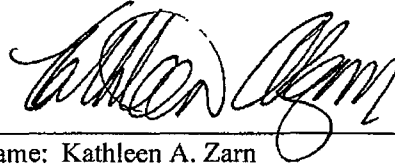
By THL Credit Senior Loan Strategies LLC, as Manager

as a DIP Lender

By: _____

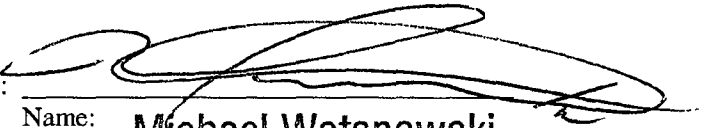
Name: Kathleen A. Zarn

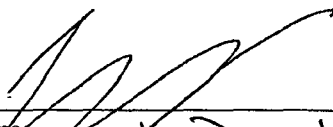
Title: Managing Director

A handwritten signature in black ink, appearing to read 'Kathleen A. Zarn', written over a horizontal line.

CREDIT SUISSE LOAN FUNDING LLC,

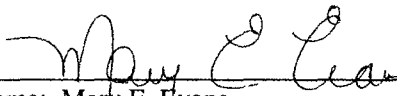
as a DIP Lender

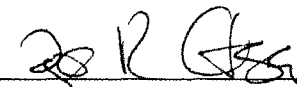
By: 
Name: Michael Wotanowski
Title: Authorized Signatory

By: 
Name: Leigh Dworkin
Title: Authorized Signatory

UBS AG, Stamford Branch

as a DIP Lender

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name: Irja R. Otsa
Title: Associate Director

MONARCH MASTER FUNDING LTD,
as a DIP Lender

By: Monarch Alternative Capital L.P, as investment
manager

By: 

Name:

Title:

Michael A. Weinstock
Managing Principal

Morgan Stanley Senior Funding, Inc.,
as a DIP Lender

By: 

Name: Adam Savarese

Title: Authorized Signatory

NB DISTRESSED DEBT INVESTMENT FUND
LIMITED

By: Neuberger Berman Fixed Income LLC, as Sub-
Investment Manager,
as a DIP Lender

By: _____

Name:

Title:

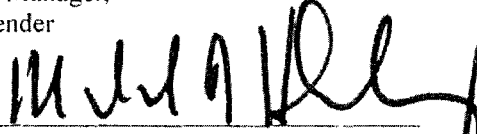

MICHAEL HOLMBERG
M.D.

EXHIBIT A

Annex A to
DIP Credit Agreement

Hostess Brands: Chapter 11 Milestones		
	<u>MILESTONE</u>	<u>DEADLINE</u>
1.	Debtors to have made a proposal to the IBT and BCT setting forth those modifications to existing employee wages, benefits, protections and work rules that the Company believes are necessary for it to continue as a going concern	By no later than one (1) business day after the Petition Date
2.	Debtors to have obtained entry of an order, in form and substance reasonably acceptable to the DIP Agent, setting forth notice, discovery and other related procedures and hearing dates with respect to the Debtors' § 1113 Motion referred to below as well as the Debtors' § 1113 Motion(s) with respect to its other unions	By no later than five (5) business days after the Petition Date
3.	Debtors to file a § 1113 Motion with respect to the IBT and BCT in form and substance reasonably acceptable to the DIP Agent	By no later than 14 days after the Petition Date
4.	Debtors to have completed marketing materials reasonably acceptable to the DIP Agent with respect to the sale of all or substantially all of the Company's assets under Section 363 of the Bankruptcy Code or otherwise	By no later than 45 days after the Petition Date
5.	Debtors to have prepared for approval bid procedures reasonably acceptable to the DIP Agent with respect to the sale of all or substantially all of the Company's assets	By no later than 45 days after the Petition Date
6.	Debtors to reach agreement in principle on modified collective bargaining agreements with the IBT and BCT, which agreement is acceptable to the DIP Agent and the Prepetition Agent (the " <u>Agreement in Principle</u> ") ¹	By no later than August 22, 2012
7.	[Reserved]	
8.	The Agreement in Principle shall have been ratified by the	By no later than September 20,

¹ The first six Chapter 11 Milestones have been completed.

	IBT	2012
9.	The Agreement in Principle shall have been ratified by local unions constituting at least 95% of the members of the BCT employed by the Debtors	By no later than October 1, 2012
10.	Debtors to file a chapter 11 plan, with an accompanying disclosure statement, which embodies the Agreement in Principle and is otherwise reasonably acceptable to the DIP Agent and the Prepetition Agent (an “ <u>Acceptable Plan</u> ”)	By no later than October 3, 2012
11.	A motion, in form and substance reasonably acceptable to the DIP Agent, shall have been filed by the Debtors seeking approval of the Agreement in Principle and similar agreements with all of the Company’s other unions (the “ <u>Global Settlement Motion</u> ”)	By no later than October 15, 2012
12.	The Debtors shall have obtained an order of the Bankruptcy Court, in form and substance reasonably acceptable to the DIP Agent, approving the Global Settlement Motion	By no later than November 16, 2012
13.	Debtors to obtain an order of the Bankruptcy Court approving a disclosure statement accompanying an Acceptable Plan	By no later than November 16, 2012
14.	Debtors to obtain confirmation of an Acceptable Plan	By no later than December 27, 2012
15.	An Acceptable Plan shall have become effective	By no later than January 11, 2013