

Exhibit F to Motion

Executive Summary of Sale Process

EXECUTIVE SUMMARY OF SALE PROCESS
for
**5849 Crocker Street and 350-374 East Slauson,
Los Angeles, California**

(Please Read Carefully)

***THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE FULL BIDDING
PROCEDURES AND RELATED DOCUMENTS***

***** KEY DATES *****

Deadline for Qualified Bids	August 12th, 2008 (7:00 p.m. Central Time/5:00 p.m. Pacific Time)
Auction	August 15th, 2008 (12:00 p.m. Central Time/ 10:00 a.m. Pacific Time)
Sale Hearing to Approve Sale	August 20th, 2008 (1:30 p.m. Central Time)

QUALIFIED BIDS MUST INCLUDE:

1. EXECUTED ASSET PURCHASE AGREEMENT

- The Property is offered on an AS-IS, WHERE-IS basis, and the sale must NOT be subject to ANY contingencies or conditions (other than Bankruptcy Court approval), including rezoning, environmental matters or finance approvals.
- To be considered as a qualified bid, the Asset Purchase Agreement must be executed as provided, or substantially in the form of the Agreement provided.

Material modifications to the Asset Purchase Agreement that adversely affect the Seller may cause the bid to be NOT qualified.

2. IRREVOCABLE OFFER LETTER

- Using the language more specifically stated in the "Required Bid Documents" section of the attached *Bidding Procedures*.

3. COMPLETED BIDDER REGISTRATION FORM

4. PROOF OF FINANCIAL ABILITY TO CLOSE

- Evidence satisfactory to the Debtors of Bidder's ability to consummate a purchase of the Property if the bidder is selected as the successful bidder (as defined in the *Bidding Procedures*), e.g. bank statement, commitment letter, audited financial statements. A guaranty, in the form attached hereto, may be required at the discretion of the Debtors.

5. GOOD FAITH DEPOSIT

- Paid by wire transfer in an amount that is, at a minimum, equal to 10% of the purchase price proposed by the bidder.
- The Good Faith Deposit must be wired to First American Title Insurance Company, as escrow agent for the Debtors. Wire transfer instructions are included. A copy of the wire transfer confirmation must be sent to Marian P. Wexler, Esq. at the address set forth below along with the original bid documents and (i) a check in the amount of \$200.00 made payable to First American Title Insurance Company as a non-refundable payment for the applicable escrow fees and (ii) the Strict Joint Order Escrow Agreement executed on behalf of bidder (Exhibit C to the Asset Purchase Agreement).

ADDITIONAL MATTERS:

THE PROPERTY IS OFFERED ON AN AS-IS, WHERE-IS BASIS.

- Pursuant to the "Bid Deadline" section of the attached *Bidding Procedures*, Bidders must send two (2) originals of the bid containing the required bid documents (all summarized above) to:

Skadden, Arps, Slate, Meagher & Flom LLP
c/o Marian P. Wexler, Esq.
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
Phone: 312-407-0620

and one (1) copy to:

Dirk S. Aulabaugh
Senior Director
Alvarez & Marsal Real Estate Advisory Services, LLC
633 West Fifth Street, Suite 2560
Los Angeles, California 90071
Phone: 213-330-2373

- The Debtors reserve the right to elect not to hold an Auction, to change the time and location of the Auction and to impose other terms and conditions as they may determine to be in the best interests of the Debtors' estates, their creditors and other parties in interest.

<p align="center">CHECKLIST OF REQUIRED DOCUMENTS AND ITEMS</p> <p align="center"><i>(WHICH MUST BE SUBMITTED TO BE A QUALIFIED BIDDER)</i></p>
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DOCUMENTS & ITEMS TO BE SUBMITTED

**Required for ALL
Qualified Bidders**

- | | |
|--|-------|
| • Executed Asset Purchase Agreement | YES |
| • Executed Strict Joint Order Escrow Agreement (Exhibit C to the Asset Purchase Agreement) | YES |
| • Executed Irrevocable Offer Letter (refer to p. 5) | YES |
| • Bidder Registration Form (refer to p. 6) | YES |
| • Detailed Evidence of Bidder's Ability To Consummate Transaction | YES |
| • <i>Good Faith Deposit</i> (refer to p. 7 for wiring instructions) | YES |
| • \$200 Escrow Fee to First American Title Insurance Company | YES |
| • Guaranty (may be required at the Debtors' discretion in order to financially qualify bidders) | MAYBE |

**ALL BIDDERS ARE URGED TO SUBMIT THEIR
QUALIFIED BIDS AS SOON AS POSSIBLE
PRIOR TO THE BID DEADLINE TO ALLOW
TIME TO SUPPLEMENT ANY SUBMITTED OR
MISSING DOCUMENTS AND TO ENSURE
TIMELY COMPLIANCE WITH THE QUALIFIED
BID REQUIREMENTS**

IRREVOCABLE OFFER LETTER

_____, 2008

IBC Sales Corporation
12 East Armour Boulevard
Kansas City, MO 64111

Re: IBC Sales Corporation
Auction Date: August 15th, 2008
5849 Crocker Street and 350-374 East Slauson, Los
Angeles, CA

To Whom It May Concern:

This letter shall serve as confirmation that the offer by _____
_____ for the real property located at 5849 Crocker
Street and 350-374 East Slauson, Los Angeles, CA (the "Property") shall remain open
and irrevocable until the earlier of (x) two (2) business days after the closing of the sale
of the Property to a third party purchaser, and (y) thirty (30) days after the entry of an
order by the Bankruptcy Court approving the sale of the Property to a third party
purchaser.

Name of Qualified Bidder

By: _____

Printed Name: _____

Title: _____

BIDDER REGISTRATION FORM

BIDDER INFORMATION

Bidder: _____

Bidder's Address: _____

Bidder's Contact Party: _____

Bidder's Phone Number: _____

Bidder's Fax Number: _____

Bidder's Email Address: _____

Bidder's Tax I.D. Number: _____

ATTORNEY INFORMATION

Bidder's Attorney: _____

Attorney's Firm: _____

Attorney's Address: _____

Attorney's Phone Number: _____

Attorney's Fax Number: _____

Attorney's Email Address: _____

WIRE TRANSFER INSTRUCTIONS



FIRST AMERICAN TITLE INSURANCE COMPANY
National Commercial Services
30 North LaSalle Street, Suite 310, Chicago, Illinois 60602
(312) 553-0471 (800) 333-3993 (Fax) 553-0480

WIRE TRANSFER INSTRUCTIONS

Wire to: LaSalle Bank
135 S. LaSalle Street
Chicago, Illinois 60603

ABA Number: 071000505

Account Name: First American Title Insurance Company

Account Number: 5800412313

Reference: NCS-322314-002 and NCS-322314-011
5849 Crocker Street and 350-374 East Slauson,
Los Angeles, CA
Attention: Jennifer Logan

IMPORTANT:

LaSalle Bank does NOT advise us when incoming wires are received. Therefore, it is imperative that the individual who is responsible for initiating the wire transfer contact Jennifer Logan at (800) 333-3993 to advise that a wire is en route.

Otherwise, we will not know that the wire has been received, and you will not get proper credit for it. Further, if the funds are to be transferred into an interest-bearing account for any reason, and Jennifer Logan is not notified that a wire is en route, First American will not be responsible for any lost interest.

GUARANTY

This GUARANTY, dated as of _____, 2008, is made by _____, an individual, as guarantor (the "Guarantor"), in favor of IBC SALES CORPORATION, a Delaware corporation, and INTERSTATE BRANDS CORPORATION, a Delaware corporation, collectively as beneficiary (the "Beneficiary").

WHEREAS concurrently herewith, _____ ("Purchaser"), is entering into an asset purchase agreement (the "Asset Purchase Agreement") with the Beneficiary for certain real property located at 5849 Crocker Street and 350-374 East Slauson, Los Angeles, CA (the "Property"); and

WHEREAS it is a condition to the obligations of the Beneficiary under the Asset Purchase Agreement that the Guarantor execute and deliver this Guaranty; and

WHEREAS the Guarantor is a [member/partner] of Purchaser and, therefore, expects to receive material benefits from the consummation by Purchaser of the transaction contemplated by the Asset Purchase Agreement, and in furtherance of his business objectives, Guarantor is willing to provide this Guaranty on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for valuable consideration (receipt whereof is hereby acknowledged), the parties hereto agree as follows:

SECTION 1. Definitions. Unless the context shall otherwise require, capitalized terms used in this Guaranty and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

SECTION 2. The Guaranty.

2.01 Guaranty. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees, as primary obligor and not merely as surety, to the Beneficiary and (subject to Section 3.05) its successors and assigns, (i) the due and punctual payment to Beneficiary when due and payable of all amounts payable by Purchaser under the Asset Purchase Agreement and (ii) the full and prompt performance of all agreements and undertakings of Purchaser under the Asset Purchase Agreement (such obligations being herein collectively called the "Guaranteed Obligations"). If Purchaser fails or is unable to pay or perform the Guaranteed Obligations, the Guarantor agrees that it shall pay such sums or amounts or shall cause the performance and discharge of such Guaranteed Obligations within five (5) business days after the date of receipt of written demand from the Beneficiary; provided that, if the performance of such Guaranteed Obligation by the Guarantor, other than the payment of an amount due, is impracticable within such period, Guarantor shall cause the prompt performance and discharge of such Guaranteed Obligations within a reasonable

time after the date of receipt of written demand from the Beneficiary.

2.02 Obligations Unconditional. The Guarantor agrees that the obligations of the Guarantor hereunder shall remain in full force and effect, and shall not be released or discharged by any circumstance or condition, including, without limitation, the occurrence of one or more of the following events:

(i) any amendment or supplement to or modification of any of the Guaranteed Documents or any assignment or transfer of Purchaser's interest or the Beneficiary's interest in the Asset Purchase Agreement, provided that, the Guarantor shall be entitled to the benefit of any amendment or supplement to or modification of any of the Asset Purchase Agreement;

(ii) any bankruptcy, insolvency, readjustment, composition, liquidation or any other change in the legal status of Purchaser or any rejection or modification of the Guaranteed Obligations of Purchaser or the Beneficiary as a result of any bankruptcy, reorganization, insolvency or similar proceeding;

(iii) any furnishing or acceptance of additional security or any exchange, substitution, surrender or release of any security;

(iv) the unenforceability, illegality or invalidity of the Guaranteed Obligations or any part thereof or the unenforceability, lack of genuineness or invalidity of any agreement relating thereto;

(v) (A) any merger or consolidation of Purchaser into or with any other entity, (B) any change in the structure of Purchaser, (C) any change in the ownership of Purchaser or (D) any sale, lease or transfer of any or all of the assets of Purchaser to any other person or entity; or

(vi) any other circumstance whatsoever (except the complete payment and performance of the Guaranteed Obligations), including, without limitation, any act or omission of Purchaser or the Beneficiary which changes the scope of the Guarantor's risk.

Except as herein otherwise expressly provided with respect to demand for payment and performance in Section 2.01, the Guarantor hereby unconditionally waives and releases, to the extent permitted by applicable laws, promptness, diligence and notice as to the Guaranteed Obligations guaranteed hereby and acceptance of this Guaranty, and waives any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Guarantor, including, without limitation, notice of default or any failure on the part of Purchaser to perform and comply with any Guaranteed Obligation.

2.03 Reinstatement. The obligations of the Guarantor under this Guaranty shall

continue in full force and effect and be automatically reinstated if and to the extent that for any reason any payment to the Beneficiary by or on behalf of Purchaser in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by the Beneficiary, whether as a result of any proceedings in bankruptcy or reorganization or otherwise under other applicable Laws.

2.04 Continuing Guaranty. The guaranty in this Section 2 is a continuing guaranty and shall remain in full force and effect until such time as all of the Guaranteed Obligations are finally paid, performed and observed in full and any time period during which any payment of the Guaranteed Obligations would be subject to any right of recoupment or recovery by any trustee in bankruptcy, debtor in possession or other person shall have expired. The Guarantor hereby acknowledges and agrees that this Guaranty constitutes a guarantee of performance and of payment and not of collection.

2.05 Enforcement; Rights of Third Parties. The Beneficiary may enforce this Guaranty to the extent of its interest hereunder. This Guaranty shall not be construed to create any right in any other person other than the Beneficiary, nor to be a contract in whole or in part for the benefit of any person other than the Beneficiary. The Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the Beneficiary in the enforcement of any and all terms of this Guaranty.

2.06 Representations and Warranties. The Guarantor hereby represents and warrants to Beneficiary as of the date hereof that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

2.07 Subrogation. The Guarantor will not exercise any rights that it may acquire by way of subrogation under this Guaranty, by any payment or performance made hereunder or otherwise, until all of the Guaranteed Obligations shall have been paid or performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Beneficiary and shall forthwith be paid to the Beneficiary to be credited and applied to such Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Guaranteed Document under which such Guaranteed Obligations arose. If (i) the Guarantor shall make payment to the Beneficiary of all or any part of, or perform all or any part of, the Guaranteed Obligations and (ii) all the Guaranteed Obligations shall be paid or performed in full, such Beneficiary will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and with representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment or performance by the Guarantor.

2.08 Remedies. The Guarantor agrees that, as between the Guarantor and the Beneficiary, the Guaranteed Obligations may be declared to be forthwith due and (in the

case of payment obligations) payable as provided in Section 2.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and (in the case of payment obligations) payable as against Purchaser), and that, in the event of any such declaration, such obligations due by Purchaser shall forthwith become due and (in the case of payment obligations) payable by the Guarantor.

SECTION 3. Miscellaneous.

3.01 No Waiver. No failure on the part of the Beneficiary to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Beneficiary of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

3.02 Governing Law; Continuing Jurisdiction. THIS GUARANTY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WHERE THE PROPERTY IS LOCATED WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS PRINCIPLES THEREOF, EXCEPT WITH RESPECT TO MATTERS OF LAW CONCERNING THE INTERNAL CORPORATE AFFAIRS OF ANY CORPORATION OR LIMITED LIABILITY COMPANY WHICH IS A PARTY TO OR THE SUBJECT OF THIS AGREEMENT, AND S TO THOSE MATTERS THE LAW OF THE JURISDICTION OF INCORPORATION OR ORGANIZATION OF SUCH ENTITY SHALL GOVERN.. THE PARTIES AGREE THAT THE BANKRUPTCY COURT CURRENTLY ADMINISTERING BENEFICIARY'S BANKRUPTCY CASE SHALL RETAIN JURISDICTION OVER THE ENFORCEMENT OF THIS GUARANTY.

3.03 Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof shall be in writing and shall be made or given in accordance with Section 10.5 of the Asset Purchase Agreement, and if to Guarantor, addressed to:

Telephone No. _____
Telecopy No. _____

3.04 Amendments. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing duly executed by the Guarantor and consented to by the Beneficiary.

3.05 Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the Guarantor and the Beneficiary; provided, that the Guarantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Beneficiary and, provided further, that the Beneficiary shall not assign or transfer the benefit of this Guaranty to any person other than to an assignee permitted under the Asset Purchase Agreement.

3.06 Counterparts. This Guaranty may be executed in multiple counterparts, all of which together shall constitute one and the same instrument, and each of the parties hereto may execute this Guaranty by signing any such counterpart.

3.07 Severability. Any provision of this Guaranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, 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 shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable laws, the Guarantor hereby waives any provision of applicable laws that renders any provision hereof prohibited or unenforceable in any respect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Name: _____