

IBC INVESTORS I, LLC

September 12, 2008

Interstate Bakeries Corporation
12 East Armour Boulevard
Kansas City, MO 64111

Attention: Mr. Michael Anderson, Chairman of the Board
Mr. Craig Jung, Chief Executive Officer

Commitment Letter

Gentlemen:

Interstate Bakeries Corporation (“IBC”) has advised IBC Investors I, LLC (“Investors”) that IBC and its direct and indirect subsidiaries (collectively, the “Debtors”) have commenced voluntary cases under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Missouri (the “Bankruptcy Court”), Case No. 04-45814 (the “Cases”). IBC has further advised Investors that it expects that the Debtors will be reorganized pursuant to a Joint Plan of Reorganization (the “Plan”) to be filed in the Cases, which Plan will reflect the terms outlined in Exhibit A hereto and be endorsed pursuant to Annex I hereto by Silver Point Finance, LLC, Monarch Alternative Capital L.P. and McDonnell Investment Management LLC and their respective affiliates and managed funds (collectively, the “Prepetition Investors”), which collectively hold not less than 53.8% of the aggregate Prepetition Debt¹ outstanding under the Amended and Restated Credit Agreement, dated April 24, 2002 (together with the related collateral documents and letters of credit issued thereunder, the “Prepetition Credit Agreement”), among IBC, Interstate Brands Corporation, the lenders and financial institutions from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Prepetition Agent”). The consummation of the Plan and all related transactions contemplated by the Plan, including the transactions contemplated by this commitment letter (including the exhibits and annexes attached hereto, and as amended, restated, supplemented or otherwise modified from time to time in accordance with this commitment letter, the “Commitment Letter”) are hereinafter collectively referred to as the “Transaction”.

In connection with the Transaction, IBC has advised Investors that, upon the closing of the Transaction and the effective date of the Plan (such date, the “Effective Date”), IBC, as reorganized pursuant to the Plan (as so reorganized, the “Reorganized Company”), will, among other things, issue (1)

¹ For purposes of this Commitment Letter, “Prepetition Debt” means the aggregate claims against, and obligations owed by, the Debtors to the Prepetition Agent and all lenders and financial institutions party to the Prepetition Credit Agreement.

shares of new common stock of the Reorganized Company (“New Common Stock”) as more fully described on Exhibits A and B hereto, (2) new senior secured convertible debt (“New Convertible Debt”) in the aggregate principal amount of \$171,600,000 and with the terms set forth on Exhibit C hereto and (3) warrants to purchase New Common Stock (“Warrants”) with the terms set forth on Exhibit D hereto. Upon consummation of the Plan, IBC and each holder of New Common Stock will be required to enter into a governance agreement (the “Governance Agreement”) with the terms set forth on Exhibit E hereto.

In connection with the foregoing, Investors is pleased to advise IBC of Investors’ commitment to purchase, on the Effective Date, (1) 4,420,000 shares of New Common Stock for a purchase price of \$44,200,000 and (2) New Convertible Debt in the principal amount of \$85,800,000 for a purchase price of \$85,800,000, in each case on the terms and subject to the conditions set forth or referred to in this Commitment Letter. The purchase by Investors of New Common Stock and New Convertible Debt pursuant to its commitments above is hereinafter referred to as the “Investment”. In consideration of the Investment, on the Effective Date the Reorganized Company will issue to Investors Warrants reflecting the terms set forth on Exhibit D hereto.

As consideration for Investors’ commitments hereunder, IBC agrees to pay or caused to be paid to Investors and its affiliates the nonrefundable fees and reimbursement of costs and expenses described in the fee letter dated the date hereof and delivered herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Fee Letter”).

By executing this Commitment letter, IBC represents and covenants to Investors that (a) all information, other than financial information and projections (the “Projections”), that has been or will be made available to Investors by IBC or any of its representatives is and will be, when taken together as a whole, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be prepared and made available to Investors by IBC or any of its representatives have been and will be prepared in good faith based upon reasonable assumptions at the time made. Additionally, IBC acknowledges and agrees that Investors is not advising IBC or any other Debtor or any creditor or equityholder of any thereof as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. IBC shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the Investment, the Transaction and the other transactions contemplated hereby, and Investors shall have no responsibility or liability to IBC or any other Debtor or any creditor or equityholder of any thereof with respect thereto.

Investors’ commitments hereunder are subject to:

1. not later than September 12, 2008 (the “Required Board Approval Date”), approval by the Debtors’ boards of directors of this Commitment Letter, the Fee Letter, the commitment letter (including the exhibits thereto) and the fee letter for the ABL Facility in the form attached as Exhibit F hereto (such commitment letter (including the exhibits thereto) and fee letter, collectively, the “ABL Facility Commitment Papers”) and the commitment letter (including the exhibits thereto) and the fee letter for the Term Loan Facility in the form attached as Exhibit G hereto (such commitment letter (including the exhibits thereto) and the fee letter, collectively, the “Term Loan Facility Commitment Papers”);

2. not later than September 30, 2008, entry of an order (the “Fee Order”) by the

Bankruptcy Court in the Cases, in form and substance satisfactory to Investors, (a) approving this Commitment Letter, the Fee Letter, the ABL Facility Commitment Papers and the Term Loan Facility Commitment Papers, (b) authorizing the Debtors to pay the fees and reimbursement of costs and expenses set forth herein and in the Fee Letter in accordance with the terms hereof and thereof, with the order specifically providing that all amounts due and owing to Investors and its affiliates, including the fees and reimbursement of costs and expenses as set forth herein and in the Fee Letter, shall be entitled to priority as administrative expense claims (senior to all other administrative claims, except junior to the claims of the lenders and the administrative agent under the DIP Facility (as defined below) and equal in priority with the amounts due and owing to the Commitment Parties (as defined in the Term Loan Facility Commitment Papers) and their affiliates under the Term Loan Facility Commitment Papers) under Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, whether or not the Investment, the Transaction or any other transaction contemplated herein is consummated and (c) otherwise authorizing the Debtors to execute and to incur and perform their obligations under this Commitment Letter, the Fee Letter, the ABL Facility Commitment Papers and the Term Loan Facility Commitment Papers;

3. (a) the negotiation and execution by Investors and IBC by not later than September 26, 2008 of an investment agreement reflecting the terms and conditions set forth in this Commitment Letter (including in Exhibit I hereto) and other customary terms (the "Investment Agreement"), and other documentation for the Investment reflecting the terms and conditions set forth in this Commitment Letter and other customary terms, in each case in form and substance reasonably satisfactory to Investors and (b) not later than October 20, 2008, entry of an order (the "Investment Agreement Order") by the Bankruptcy Court in the Cases, in form and substance reasonably satisfactory to Investors, authorizing IBC to execute and to incur and perform its obligations under the Investment Agreement and such other documentation for the Investment;

4 not later than September 30, 2008, filing in the Cases the Plan reflecting the terms outlined in Exhibit A hereto, not containing terms that are inconsistent with those outlined in Exhibit A hereto and otherwise in form and substance reasonably satisfactory to Investors, and a disclosure statement accompanying the Plan (the "Disclosure Statement") in form and substance reasonably satisfactory to Investors;

5. the payment of the fees and reimbursement of costs and expenses set forth herein and in the Fee Letter in accordance with the terms hereof and thereof;

6. there not having occurred a dismissal or conversion of any Case to a case under Chapter 7 of the Bankruptcy Code or the appointment of a Chapter 11 trustee in any Case;

7. not later than November 21, 2008, entry of an order by the Bankruptcy Court in the Cases, in form and substance reasonably satisfactory to Investors, approving the Disclosure Statement;

8. (a) no provision of the Plan (as filed with the Bankruptcy Court) having been amended, supplemented or otherwise modified in a manner that is not in form and substance reasonably satisfactory to Investors and (b) not later than January 15, 2009, entry of an order (the "Confirmation Order") by the Bankruptcy Court in the Cases, in form and substance reasonably satisfactory to Investors, confirming the Plan;

9. the Confirmation Order having become a final order, in full force and effect without reversal, modification or stay, not subject to a pending motion for reconsideration, revocation, reversal, modification, stay or appeal and the period for an appeal having expired; provided, however, that

if the Confirmation Order has not become a final order because a notice of appeal has been timely filed and the parties are not stayed or enjoined from consummating the Investment or the Transaction, the condition set forth in this paragraph 9 shall be deemed satisfied unless the effect of the appeal could reasonably be expected to be adverse to the business, operations, property, condition (financial or otherwise) or prospects of the Reorganized Company and its direct and indirect subsidiaries, taken as a whole, or adverse to Investors, in each case as determined by Investors;

10. (a) there not having been any event or condition which constitutes an event of default, or which upon notice, lapse of time, or both would become an event of default, under the Debtors' existing debtor-in-possession financing (as amended pursuant to paragraph 11 below, the "DIP Facility") that has not been waived in accordance with the terms of the DIP Facility without any fees being paid or payable by any Debtor in connection therewith, and (b) evidence, in form and substance reasonably satisfactory to Investors, that all obligations under the DIP Facility (other than letters of credit issued but undrawn thereunder that are to remain outstanding on and after the Effective Date in accordance with the terms set forth in paragraph 20 below) have been repaid in full, all commitments under the DIP Facility have been terminated and all liens and security interests related to the DIP Facility have been terminated or released;

11. the Debtors having filed a motion seeking approval of an amendment to the DIP Facility in the form attached as Exhibit L hereto, and entry of an order by the Bankruptcy Court in the Cases granting such motion prior to the maturity date of the DIP Facility;

12. (a) the Debtors and the ABL Facility lenders having entered into definitive documentation for the ABL Facility reflecting the terms of the ABL Facility Commitment Papers, in form and substance reasonably satisfactory to Investors, and the syndication (without taking into account the exercise of any flex provisions) of the commitments and loans, and the identity of each lender, under the ABL Facility being reasonably satisfactory to Investors, (b) no provision of the ABL Facility Commitment Papers or the definitive documentation for the ABL Facility having been waived, amended, supplemented or otherwise modified by any party thereto in a manner that is not in form and substance satisfactory to Investors, (c) with respect to any matter to which any Debtor has consultation rights under the ABL Facility Commitment Papers, such Debtor having involved Investors substantially in any consultation process related thereto, and with respect to any matter to which any Debtor has consent or approval rights under the ABL Facility Commitment Papers, such Debtor having first obtained the consent or approval of Investors (such consent or approval not to be unreasonably withheld) before providing its consent or approval under the ABL Facility Commitment Papers with respect thereto, (d) all conditions to borrowing under the ABL Facility having been satisfied or waived (with any such waiver to be in form and substance satisfactory to Investors) on or prior to the Effective Date, and (e) on the Effective Date (1) there not being any event or condition which constitutes an event of default, or which upon notice, lapse of time, or both would become an event of default, under the ABL Facility and (2) the ABL Facility being in full force and effect;

13. (a) the Debtors and the Term Loan Facility lenders having entered into definitive documentation for the Term Loan Facility reflecting the terms of the Term Loan Facility Commitment Papers, in form and substance reasonably satisfactory to Investors, and the syndication of the commitments and loans, and the identity of each lender, under the Term Loan Facility being reasonably satisfactory to Investors, (b) no provision of the Term Loan Facility Commitment Papers or the definitive documentation for the Term Loan Facility having been waived, amended, supplemented or otherwise modified by any party thereto in a manner that is not in form and substance satisfactory to Investors, (c) with respect to any matter to which any Debtor has consultation rights under the Term Loan Facility Commitment Papers, such Debtor having involved Investors substantially in any consultation process

related thereto, and with respect to any matter to which any Debtor has consent or approval rights under the Term Loan Facility Commitment Papers, such Debtor having first obtained the consent or approval of Investors (such consent or approval not to be unreasonably withheld) before providing its consent or approval under the Term Loan Facility Commitment Papers with respect thereto, (d) all loans under the Term Loan Facility having been funded on the Effective Date, and (e) on the Effective Date (1) there not being any event or condition which constitutes an event of default, or which upon notice, lapse of time, or both would become an event of default, under the Term Loan Facility and (2) the Term Loan Facility being in full force and effect;

14. ratification of agreements between the Debtors and each of the International Brotherhood of Teamsters, the Bakery, Confectionery, Tobacco Workers and Grain Millers' International Union, the Retail, Wholesale and Department Store Union and the United Auto Workers Union to implement modifications to collective bargaining agreements necessary to effect all of the concessions and work rule changes necessary to implement "path to market" and the Reorganized Company's business plan, in form and substance reasonably satisfactory to Investors;

15. either (a) entry of an order by the Bankruptcy Court in the Cases, in form and substance satisfactory to Investors, determining that, if and to the extent that a court of competent jurisdiction determines that any of the Debtors has any current or future liability to, under or in connection with the ABA pension plan based on the Debtors' (or their employees') participation prior to the Effective Date in such pension plan, such liability is a general unsecured pre-petition claim against the relevant Debtor, and such order becoming a final order, in full force and effect without reversal, modification or stay, not subject to a pending motion for reconsideration, revocation, reversal, modification, stay or appeal and the period for an appeal having expired, or (b) Investors shall otherwise be satisfied that any of the Debtors' or the Reorganized Company's or its direct and indirect subsidiaries' current or future liability (whether on- or off-balance sheet, contingent or otherwise) to, under or in connection with the ABA pension plan based on the Debtors' (or their employees') participation prior to the Effective Date in such pension plan shall not result in any post-confirmation payment by, or any other cost to, the Reorganized Company or any of its direct or indirect subsidiaries;

16. (a) except to the extent disclosed by IBC in any filing made by IBC with the Securities and Exchange Commission prior to the date hereof or in writing to Investors on the date hereof, there not occurring or becoming known to Investors any events, developments, conditions or circumstances (each, an "Event") that, individually or in the aggregate, have had or could reasonably be expected to have a material adverse effect on the business, operations, property, condition (financial or otherwise) or prospects of IBC and its direct and indirect subsidiaries, taken as a whole (or the Reorganized Company and its direct and indirect subsidiaries, taken as a whole), and (b) other than sales of real property relating to the Debtors' exit from the bread business in the southern California region, no material assets of the Debtors having been sold or agreed to be sold from and after the date hereof;

17. the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 having expired or been terminated, and all other consents, licenses, declarations, filings with or other requirements of any governmental or regulatory entity required to consummate the Investment or the Transaction having been obtained, filed or satisfied;

18. the Debtors not having filed or supported any plan of reorganization or liquidation, other than the Plan, or any motion or motions to sell, or agree to sell, any material assets of Debtors, other than sales of real property relating to the Debtors' exit from the bread business in the southern California region;

19. on the Effective Date, the Debtors, on a consolidated basis, shall satisfy the conditions set forth on Exhibit J, subject to the right to cure any failure of this condition in accordance with Exhibit J;

20. all letters of credit outstanding under the Prepetition Credit Agreement or the DIP Facility as of the Effective Date to remain in place (or be replaced by equivalent letters of credit) on and after the Effective Date pursuant to cash collateral or other arrangements by the Debtors that are in form and substance satisfactory to Investors;

21. on the Effective Date, the Reorganized Company shall be eligible to deregister under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Securities and Exchange Commission thereunder; and

22. the Effective Date and closing of the Transaction having occurred not later than February 9, 2009.

Investors and, by executing this Commitment Letter, IBC agree to negotiate with each other in good faith the terms of the Investment Agreement, the Governance Agreement and the Plan. IBC agrees that it will, and will cause each of the other Debtors to, provide to Investors access to IBC and the management personnel of the Debtors and all information with respect to the Debtors, the Investment, the Transaction or any related transaction as Investors may reasonably request. Upon the execution by Investors and IBC of the Investment Agreement, Ripplewood Partners II, L.P. and IBC shall execute and deliver an equity contribution agreement in the form attached as Exhibit K hereto.

This Commitment Letter and Investors' commitments hereunder shall terminate at any time upon written notice from Investors to IBC in the event that any of the conditions set forth above becomes incapable of being satisfied (unless such condition has been waived by Investors in its sole discretion); provided, however, that, in the case of any failure to satisfy the condition set forth in paragraph 2, 3(b), 4, 7 or 8 above, the Debtors shall automatically receive a five-day extension on the applicable deadline if the Debtors failed to satisfy the applicable condition by the deadline stated therein notwithstanding the Debtors' reasonable, good faith efforts to satisfy the applicable condition.

By executing this Commitment Letter, IBC agrees that it will not, nor will it authorize or permit any other Debtor to, nor will it authorize or permit any officer, director or employee of, or authorize any investment banker, attorney or other advisor, agent or representative (collectively, "Representatives") of, IBC or any other Debtor to, and will instruct the Representatives of IBC and any other Debtor not to and will otherwise use its reasonable best efforts to cause the Representatives of IBC and any other Debtor not to, directly or indirectly solicit, initiate or knowingly encourage any proposal by a third party to enter into and consummate any agreement for a Chapter 11 plan for any of the Debtors (other than the Plan) or any other transaction or series of transactions (including one or more sales under Section 363 of the Bankruptcy Code) (such proposal, an "Alternative Proposal"), enter into any agreement with respect to any Alternative Proposal, or directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to knowingly facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Alternative Proposal; provided, however, that after the entry of the Investment Agreement Order by the Bankruptcy Court, IBC may furnish information with respect to the Debtors to any person making an unsolicited bona fide written Alternative Proposal that did not result from a violation of this sentence (subject to entry of a customary confidentiality agreement between IBC and such person). After the entry of the Investment Agreement Order by the Bankruptcy Court and upon written notice from IBC to Investors, IBC may terminate this Commitment Letter and Investors'

commitments hereunder in connection with an unsolicited bona fide written Alternative Proposal that did not result from a violation of the immediately preceding sentence and with terms that the board of directors of IBC determines in good faith, after having consulted with its outside legal counsel and its independent financial advisors, (a) to be more favorable from a financial point of view to the Debtors' constituents than would be obtained through the consummation of the Investment and the Transaction, taking into account all the terms and conditions of such Alternative Proposal as well as all the terms and conditions of the Investment and the Transaction (including any proposal by Investors to amend the terms and conditions of the Investment and the Transaction in effect as of the date of such determination), and (b) is reasonably capable of being completed, taking into account all financial, regulatory, labor relations, legal and other aspects of such Alternative Proposal (such Alternative Proposal, a "Superior Proposal"); provided, however, that prior to notifying Investors of the termination of this Commitment Letter and Investors' commitments hereunder pursuant to this paragraph, (1) IBC shall have given Investors written notice of the terms of such Alternative Proposal (including the identity of the person making such Alternative Proposal) and of the determination by the board of directors of IBC that such Alternative Proposal constitutes a Superior Proposal, (2) at least five business days after Investors has received the notice referred to in clause (1) above, and taking into account any revised proposal made by Investors since receipt of the notice referred to in clause (1) above, the board of directors of IBC again has determined in good faith, after consultation with its outside legal counsel and its independent financial advisors, that such Alternative Proposal remains a Superior Proposal, and (3) IBC has previously paid all amounts due under the Fee Letter as a result of the termination of this Commitment Letter.

By executing this Commitment Letter, IBC agrees, subject to the provisions of this paragraph below, to indemnify and hold harmless Investors and its affiliates and their respective members, managers, trustees, general and limited partners, controlling persons, securityholders, officers, directors, employees, affiliates, advisors, agents, attorneys and representatives (each, an "indemnified party") from and against any and all losses, claims, damages, liabilities and expenses (including fees and disbursements of counsel), joint or several, to which any such indemnified party may become subject arising out of or in connection with or relating to this Commitment Letter, the Fee Letter, the Investment Agreement, the Investment, any use made or proposed to be made with the proceeds thereof, the Transaction or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether IBC or any indemnified party shall have initiated the foregoing or shall be a party thereto, and to reimburse each indemnified party upon demand for any legal or other expenses reasonably incurred in connection with investigating or defending any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether any of the transactions contemplated hereby are consummated; provided, however, that the foregoing indemnity will not, as to any indemnified party, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such indemnified party. In no event shall any indemnified party be liable to IBC or any other Debtor or any creditor or equityholder of any thereof on any theory of liability for any special, indirect, consequential or punitive damages.

By executing this Commitment Letter, IBC further agrees that, without the prior written consent of Investors, none of the Debtors will enter into any settlement of any claim, litigation, investigation or proceeding arising out of or in connection with or relating to this Commitment Letter, the Fee Letter, the Investment Agreement, the Investment, any use made or proposed to be made with the proceeds thereof, the Transaction or any related transaction unless such settlement (i) includes an explicit and unconditional release, from the party bringing such claim, litigation, investigation or proceeding, of all indemnified parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any indemnified party. No indemnified party shall be liable for any

damages arising from the use by unauthorized persons of any information made available to any indemnified party by any Debtor or any representative thereof through electronic, telecommunications or other information transmission systems that is intercepted by such unauthorized persons.

None of this Commitment Letter, Investors' commitments hereunder or the Fee Letter shall be assignable by IBC without the prior written consent of Investors, and any attempted assignment without such consent shall be void. Any and all obligations of Investors hereunder may be performed, and any and all of its rights hereunder may be exercised, by or through any of its affiliates. Investors may assign any portion of any of its commitments hereunder to one or more non-affiliates; provided, however, that such assignment shall not relieve Investors of its obligations hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by Investors and IBC. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart. This Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified parties. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the Investment and the Transaction and set forth the entire understanding of the parties with respect thereto.

This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York. IBC consents to the nonexclusive jurisdiction and venue of the Bankruptcy Court, and in the event that the Bankruptcy Court does not have or declines to exercise jurisdiction or there is reason to believe that it would not have or would decline to exercise jurisdiction, to the nonexclusive jurisdiction and venue of the state or federal courts located in the City of New York in the Borough of Manhattan. Subject to the foregoing, each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any right it may have to a trial by jury in any legal proceeding related to or arising out of this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory) and (b) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the Bankruptcy Court or the state or federal courts located in the City of New York in the Borough of Manhattan.

For the avoidance of doubt, references to "the parties hereto" in this Commitment Letter shall refer to Investors and IBC (on behalf of itself and the other Debtors) only.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Fee Letter by signing in the appropriate space below and in the Fee Letter and returning to Investors the enclosed duplicate originals of this Commitment Letter and the Fee Letter not later than 5:00 p.m., New York City time, on September 12, 2008, failing which the commitments of Investors hereunder will expire at such time. The compensation, reimbursement and indemnification provisions contained herein and in the Fee Letter shall remain in full force and effect regardless of whether definitive documentation shall be executed and delivered in connection with the Investment or any other transactions related thereto and notwithstanding the termination of this Commitment Letter or the commitments of Investors hereunder.

Very truly yours,

IBC INVESTORS I, LLC,

by

Name:

Title:

Accepted and agreed to as of
the date first above written:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

by




Name: **Craig D. Jung**
Title: **Chief Executive Officer**

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Fee Letter by signing in the appropriate space below and in the Fee Letter and returning to Investors the enclosed duplicate originals of this Commitment Letter and the Fee Letter not later than 5:00 p.m., New York City time, on September 12, 2008, failing which the commitments of Investors hereunder will expire at such time. The compensation, reimbursement and indemnification provisions contained herein and in the Fee Letter shall remain in full force and effect regardless of whether definitive documentation shall be executed and delivered in connection with the Investment or any other transactions related thereto and notwithstanding the termination of this Commitment Letter or the commitments of Investors hereunder.

Very truly yours,

IBC INVESTORS I, LLC,

by



Name:

Title:

Accepted and agreed to as of
the date first above written:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

by

Name:

Title:

Reference is made to the Commitment Letter, dated September 12, 2008, between Investors and IBC (including the exhibits and annexes attached thereto and as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Commitment Letter"; capitalized terms used but undefined herein shall have the meanings set forth in the Commitment Letter), to which this Annex I is attached. Each signatory below or to a counterpart hereof, on behalf of itself and its affiliates and managed funds (each, a "Plan Supporter") represents that the principal amount of funded Prepetition Debt held by it is set forth below² and hereby agrees that it (a) shall support the Plan and the Disclosure Statement, (b) shall not support any other plan of reorganization or liquidation or any other proposal that is inconsistent with the Plan and (c) shall not sell, assign, transfer, syndicate, participate or otherwise dispose of its holdings of Prepetition Debt, in each case so long as:

(i) the Commitment Letter is in full force and effect, and the Investment Agreement is executed by Investors and IBC by not later than September 26, 2008 and is in full force and effect;

(ii) the Plan, the Disclosure Statement and all material instruments and agreements implementing the transactions contemplated by the Plan reflect the terms and conditions outlined in the Plan Term Sheet, do not contain any terms that are inconsistent with those outlined in the Plan Term Sheet and are otherwise in form and substance reasonably satisfactory to the Prepetition Investors, and no provision of the Plan (as filed with the Bankruptcy Court) has been amended, supplemented or otherwise modified in a manner that is not in form and substance reasonably satisfactory to the Prepetition Investors; and

(iii) the Effective Date and closing of the Transaction occurs not later than February 9, 2009.

Each Plan Supporter hereby agrees that the commitment letter, dated as of October 18, 2007 and amended and restated as of November 6, 2007, among Silver Point Finance, LLC, IBC and Interstate Brands Corporation, was terminated effective March 14, 2008 in accordance with its terms, as confirmed by the letter, dated as of March 17, 2008, from Silver Point Finance, LLC to IBC and Interstate Brands Corporation, and that no person is entitled to any further payment under the foregoing commitment letter (other than with respect to indemnification thereunder, as to which there are no pending claims) or the fee letter, dated as of October 18, 2007 and amended and restated as of November 6, 2007, among Silver Point Finance, LLC, IBC and Interstate Brands Corporation.

In consideration of the agreements contained herein and the Commitment Letter, IBC hereby indemnifies and holds harmless the undersigned Plan Supporter to the same extent, and on the same terms, as the indemnification and agreement to hold harmless provided for an indemnified party in the Commitment Letter.

Accepted and agreed to as of
the date first written above by:

[SIGNATURE PAGES ATTACHED]

² As reflected on Plan Supporter's books and records; not reconciled to the Prepetition Agent's register.

FIELD POINT IV, LTD.

as manager for the investment funds it manages that are holders of \$13,905,493.32 of principal amount of funded Prepetition Debt representing 3.1% of the aggregate principal amount of funded Prepetition Debt outstanding

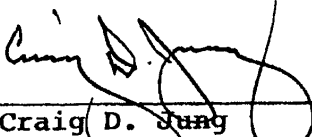
By:

Name:

Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,


By:


Name: Craig D. Jung

Title: Chief Executive Officer

FIELD POINT IV, LTD.

as manager for the investment funds it manages that are holders of \$13,905,493.32 of principal amount of funded Prepetition Debt representing 3.1% of the aggregate principal amount of funded Prepetition Debt outstanding

By: 
Name: FREDERICK FOGEL
Title: **Frederick H. Fogel
Authorized Signatory**

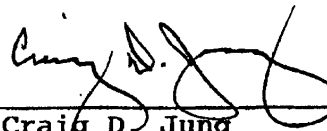
INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____
Name:
Title:

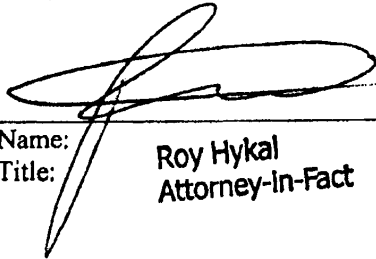
GRAND CENTRAL ASSET TRUST SIL,
as manager for the investment funds it manages that are
holders of \$61,027,917.15 of principal amount of
funded Prepetition Debt representing 13.6% of the
aggregate principal amount of funded Prepetition Debt
outstanding

By: _____
Name:
Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By:  _____
Name: Craig D. Jung
Title: Chief Executive Officer

GRAND CENTRAL ASSET TRUST SIL,
as manager for the investment funds it manages that are
holders of \$61,027,917.15 of principal amount of
funded Prepetition Debt representing 13.6% of the
aggregate principal amount of funded Prepetition Debt
outstanding

By: 
Name: Roy Hykal
Title: Attorney-in-Fact

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

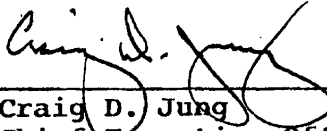
By: _____
Name:
Title:

SIL LOAN FUNDING LLC


as manager for the investment funds it manages that are holders of \$7,671,264.62 of principal amount of funded Prepetition Debt representing 1.7% of the aggregate principal amount of funded Prepetition Debt outstanding

By: _____
Name:
Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By:  _____
Name: Craig D. Jung
Title: Chief Executive Officer

SIL LOAN FUNDING LLC
as manager for the investment funds it manages that are
holders of \$7,671,264.62 of principal amount of funded
Prepetition Debt representing 1.7% of the aggregate
principal amount of funded Prepetition Debt
outstanding

By: 
Name: David Balmert
Title: Attorney In Kind

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

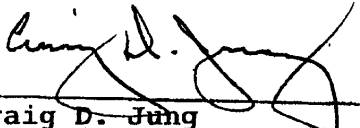
By: _____
Name:
Title:

SIL 2 LOAN FUNDING LLC

as manager for the investment funds it manages that are holders of \$1,432,376.09 of principal amount of funded Prepetition Debt representing 0.3% of the aggregate principal amount of funded Prepetition Debt outstanding

By: _____
Name:
Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: 
Name: Craig D. Jung
Title: Chief Executive Officer

SIL 2 LOAN FUNDING LLC
as manager for the investment funds it manages that are
holders of \$1,432,376.09 of principal amount of funded
Prepetition Debt representing 0.3% of the aggregate
principal amount of funded Prepetition Debt
outstanding

By: _____

Name: *Edward Salmeron*

Title: *Attorney in Law*

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____

Name:

Title:

SPCP GROUP

as manager for the investment funds it manages that are holders of \$15,804,395.13 of principal amount of funded Prepetition Debt representing 3.5% of the aggregate principal amount of funded Prepetition Debt outstanding

By:

Name:
Title:

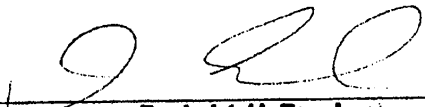
INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By:


Name: Craig D. Jung
Title: Chief Executive Officer

SPCP GROUP

as manager for the investment funds it manages that are holders of \$15,804,395.13 of principal amount of funded Prepetition Debt representing 3.5% of the aggregate principal amount of funded Prepetition Debt outstanding

By: 
Name: **Frederick H. Fogel**
Title: **Authorized Signatory**

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____
Name:
Title:

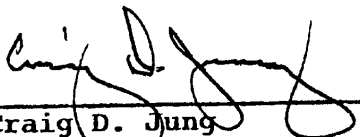
TRS THEBE LLC
By: **DEUTSCHE BANK TRUST COMPANY AMERICAS,**
ITS SOLE MEMBER
By: **DB SERVICES NEW JERSEY, INC.**

as manager for the investment funds it manages that are holders of \$ 13,101,222.60 of principal amount of funded Prepetition Debt representing 2.9% of the aggregate principal amount of funded Prepetition Debt outstanding

By:

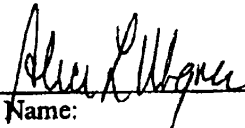
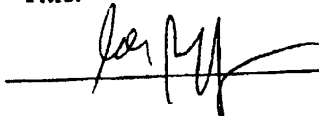
INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By:


Name: Craig D. Jung
Title: Chief Executive Officer

TRS THEBE LLC
By: DEUTSCHE BANK TRUST COMPANY AMERICAS,
ITS SOLE MEMBER
By: DB SERVICES NEW JERSEY, INC.

as manager for the investment funds it manages that are holders of \$ 13,101,222.60 of principal amount of funded Prepetition Debt representing 2.9% of the aggregate principal amount of funded Prepetition Debt outstanding

By:  Alice L. Wagner
Name: Vice President
Title:
 Edward Schaffer
Vice President

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____
Name:
Title:

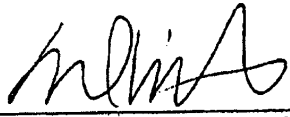
MONARCH MASTER FUNDING LTD.
Holder of \$79,200,000 of principal amount of funded
Prepetition Debt representing 17.57% of the aggregate
principal amount of funded Prepetition Debt
outstanding

By: _____
Name: l
Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____
Name: Craig D. Jung
Title: Chief Executive Officer

MONARCH MASTER FUNDING LTD.
Holder of \$79,200,000 of principal amount of funded
Prepetition Debt representing 17.59% of the aggregate
principal amount of funded Prepetition Debt
outstanding

By: 
Name: Michael Weinstock
Title: Director

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

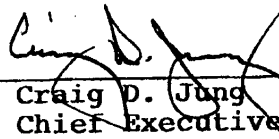
By: _____
Name:
Title:

MCDONNELL LOAN OPPORTUNITY LTD.
By: MCDONNELL INVESTMENT MANAGEMENT
LLC, as Investment Manager

Holder of \$50,030,589.86 of principal amount of
funded Prepetition Debt representing 11.11% of the
aggregate principal amount of funded Prepetition Debt
outstanding

By: _____
Name:
Title:

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By:  _____
Name: Craig D. Jung
Title: Chief Executive Officer

MCDONNELL LOAN OPPORTUNITY LTD.
By: MCDONNELL INVESTMENT MANAGEMENT
LLC, as Investment Manager

Holder of \$50,030,589.86 of principal amount of
funded Prepetition Debt representing 11.11% of the
aggregate principal amount of funded Prepetition Debt
outstanding

By: _____

Name:

Title:


James R. Fellows
Managing Director

INTERSTATE BAKERIES CORPORATION,
on behalf of itself and the other Debtors,

By: _____

Name:

Title: