ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of 02/24/08, 2008 by and between IBC SALES CORPORATION, a Delaware corporation ("Seller"), and Jose G. Jemenez INDIVIDUAL ("Purchaser").

RECITALS

WHEREAS, Seller filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined below) on September 22, 2004. Since that time Seller has remained in possession of its property and has continued to operate its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code. Seller's Chapter 11 case is currently pending before the United States Bankruptcy Court for the Western District of Missouri (Kansas City Division) (the "Bankruptcy Court") in re Interstate Bakeries Corporation, et al., Case No. 04-45814 (the "Bankruptcy Case").

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, the Property (as hereinafter defined) commonly known as 935 East Holt Blvd, Ontario, California 91764 upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in reliance upon the representations and warranties contained herein, the parties hereto covenant and agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following designated meanings:

"Agreement" has the meaning set forth in the introductory paragraph hereof.

"Auction" has the meaning set forth in Section 10.2 hereof.

"Authorized Officer" of any Person means the chief executive officer, the president or any vice president or secretary of such Person who has been authorized by requisite action to act on behalf of such Person.

"Bankruptcy Case" has the meaning set forth in the recitals hereof.

"Bankruptcy Code" means Title 11 and applicable portions of Titles 18 and 28 of the United States Code, as amended from time to time.

"Bankruptcy Court" has the meaning set forth in the recitals hereof.

"Bidding Procedures Order" has the meaning set forth in Section 10.2 hereof.

"Bill of Sale" has the meaning set forth in Section 3.2 hereof.

"Break-Up Fee" has the meaning set forth in Section 10.4 hereof.

"Building" means the building located on the Land consisting of approximately 4,480 square feet and commonly known as 935 East Holt Blvd, Ontario, California 91764.

"Business Day" means any day other than a Saturday or Sunday or any day on which banks in Kansas City, Missouri are not open for business.

"Closing" has the meaning set forth in Section 3.1 hereof.

"Closing Date" means the date of consummation of the transactions contemplated by this Agreement which shall be no more than five (5) Business Days after the date of entry of the Sale Order (or if the Sale Order is waived pursuant to Section 4.4, then within forty-five (45) days from the date of such waiver).

"Deed" has the meaning set forth in Section 3.2 hereof.

"Deposit" has the meaning set forth in Section 2.3 hereof.

"Environmental Reports" has the meaning set forth in Section 12.6 hereof.

"Escrow Agent" shall mean First American Title Insurance Company.

"Escrow Agreement" means the agreement attached hereto as Exhibit C pursuant to which the Escrow Agent shall hold and disburse the Deposit.

"Execution Date" means the date first written above.

"Expense Reimbursement" has the meaning set forth in Section 10.4 hereof.

"Improvements" means the Building, structures, fixtures and improvements on the Land.

"Land" means the real property more particularly described on Exhibit A attached hereto, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys, easements and rights-of-way.

"Liens" has the meaning set forth in Section 6.5 hereof.

"Permitted Exceptions" means, collectively: (i) Liens and exceptions for taxes and other governmental charges and assessments (including special assessments) that are not yet due and payable, (ii) other Liens or imperfections of title that do not materially detract from the value of or materially impair the use of the Property for its intended purpose, (iii) local, county, state and federal laws, ordinances or governmental regulations now or hereafter in effect relating to the Property, (iv) violations of laws, regulations, ordinances, orders or requirements, if any, arising out of the adoption, promulgation, repeal, modification or reinterpretation of any law, rule, regulation, ordinance or order of any federal, state, county or local government, governmental agency, court, commission, department or other such entity which occurs subsequent to the Execution Date, (v) Liens, title exceptions or imperfections of title caused by or resulting from the acts of Purchaser or any of its affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (vi) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property and that do not materially detract from the value of or materially impair the use of the Property for its intended purpose, and (vii) all matters set forth on Schedule 1.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust, union, association, court, agency, government, tribunal, instrumentality, or other entity or authority.

"Personal Property" means the tangible personal property, including any trade fixtures or similar property, located upon the Land or within the Improvements on the Closing Date.

"Property" means, collectively, the Land, the Improvements, and the Personal Property.

"Purchase Price" has the meaning set forth in Section 2.3 hereof.

"Sale Hearing" means the hearing of the Bankruptcy Court related to the approval of the proposed sale of the Property by Seller.

"Sale Motion" means the motion to be filed with the Bankruptcy Court seeking approval of the sale of the Property to Purchaser.

"Sale Order" means the order to be entered by the Bankruptcy Court pursuant to Sections 363 and/or 365, as applicable, of the Bankruptcy Code authorizing the sale of the Property to Purchaser.

ARTICLE II

THE TRANSACTION

2.1 Purchase and Sale of Property. On the terms and subject to the conditions contained in this Agreement and the Sale Order (unless waived pursuant to Section 4.4), on the Closing Date, Purchaser shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Purchaser, free and clear of all Liens, other than Permitted Exceptions, all of Seller's right, title and interest in and to the Property.

2.2 No Assumption of Liabilities. Purchaser's obligations relating to Seller shall be solely as set forth in this Agreement.

2.3 Purchase Price. The aggregate purchase price (the "Purchase Price") for the Property shall be SIX HUNDRED FIFTY THOUSAND DOLLARS ($650,000.00). The Purchase Price shall be payable as follows: (a) 10% of the Purchase Price (the "Deposit") payable via wire transfer made to the order of Escrow Agent, in its capacity as escrow agent, within two (2) Business Days of the date that this Agreement is executed by Purchaser (as set forth on the signature page) and (b) the remainder of the Purchase Price, plus or minus prorations (pursuant to, and calculated in accordance with, Section 9.1 hereto), by wire transfer of funds at Closing. The Deposit shall be held by Escrow Agent in accordance with the Escrow Agreement (which Escrow Agreement shall be executed by the parties concurrently with this Agreement). The Deposit shall be non-refundable, except in the event of a default by Seller or as otherwise provided herein. Interest on the Deposit, if any, shall belong to whoever is entitled to the Deposit hereunder.

ARTICLE III

THE CLOSING

3.1 Time and Place of Closing. The consummation of the transactions provided for in this Agreement (the "Closing") shall take place at a location mutually agreeable to the parties on the Closing Date, but subject to satisfaction of all of the conditions to Closing set forth in Article V and elsewhere in this Agreement.

3.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following:

(a) a grant deed, substantially in the form attached hereto as Exhibit B (the "Deed"), conveying to Purchaser all of Seller's right, title and interest in and to the Land and Improvements;

(b) a bill of sale, substantially in the form attached hereto as Exhibit D (the "Bill of Sale"), conveying to Purchaser all of Seller's right, title and interest in and to the Personal Property; and

(c) any other documents, instruments and writings (either executed counterparts or otherwise) required or reasonably requested by Purchaser to be delivered by Seller pursuant to this Agreement for the due transfer of the Property to Purchaser, free and clear of all Liens, other than Permitted Exceptions, each in form and substance reasonably satisfactory to Purchaser.

3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver the following:

(a) the Purchase Price; and

(b) any other documents, instruments and writings (either executed counterparts or otherwise) required or reasonably requested by Seller to be delivered by Purchaser pursuant to this Agreement for the due transfer of the Property to Purchaser, free and clear of all Liens, other than Permitted Exceptions, each in form and substance reasonably satisfactory to Purchaser.

3.4 Possession. Seller shall deliver possession of, and Purchaser shall have the right to take possession of the Property, upon Closing. Except as otherwise expressly stated in this Agreement, Purchaser agrees to accept the Property in a "WHERE-IS, AS-IS" condition as of the Execution Date, reasonable wear and tear and casualty and condemnation excepted. Purchaser agrees to and shall assume all of the liability and/or obligations for the environmental condition of the Property at Closing. Without limitation of the foregoing, (a) Seller and its agents, employees and other representatives have not and do not make any representations or warranties, express or implied, to Purchaser regarding the fair market value, physical condition or environmental condition of the Property, and (b) Purchaser acknowledges, represents and warrants to Seller that Purchaser has not been induced to execute this Agreement by any act, statement or representation of Seller or its agents, employees or other representatives not expressly set forth in this Agreement.

3.5 Closing Costs. Seller shall pay for the preparation of the Deed and Bill of Sale, and other closing documents deemed necessary by Seller. Purchaser shall pay for the title insurance premiums and examination or search fees, the costs of a land survey, and the costs of any environmental reports, if any, including, but not limited to a Phase I, Phase II, file review, and/or similar or related reports as may be required under California law, as incurred by Seller in connection with the marketing and sale of the

Property. Other costs associated with the Closing and transactions contemplated under this Agreement shall be allocated as provided elsewhere in this Agreement.

ARTICLE IV

CONDITIONS TO SELLER'S OBLIGATIONS

Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing Date of each of the following conditions.

4.1 Representations, Warranties and Covenants. All representations and warranties of Purchaser contained in this Agreement shall be true and correct at and as of the Closing Date, as if such representations and warranties were made at and as of the Closing Date and Purchaser shall have performed all agreements and covenants required by this Agreement to be performed by it prior to or at the Closing Date.

4.2 No Injunction. No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement.

4.3 Board Approval. The board of directors of Seller shall have approved the transactions contemplated by this Agreement, if necessary.

4.4 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order; provided, however, that in the event of the entry of an order by the Bankruptcy Court confirming a plan of reorganization with respect to the Bankruptcy Case, then such Bankruptcy Court approval may be waived by Seller within fifteen (15) days of the entry of such order.

Each of the preceding conditions shall be satisfied and may be waived by Seller (excluding Section 4.4 above, except as set forth therein), but only if such waiver is set forth in a writing executed by Seller, which may be done without further order of the Bankruptcy Court and without notice to any other Person. If any of the preceding conditions shall not be satisfied, and is not waived by Seller, Seller may terminate this Agreement and, provided that Purchaser is not in default hereunder, neither party shall have any further liability to the other except for the disbursement of the Deposit in accordance with the Escrow Agreement.

ARTICLE V

CONDITIONS TO PURCHASER'S OBLIGATIONS

Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing Date of each of the following conditions.

5.1 Representations, Warranties and Covenants. All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date and Seller shall have performed all agreements and covenants required by this Agreement to be performed by it prior to or at the Closing Date in all material respects.

5.2 No Injunction. No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement.

5.3 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order (unless waived pursuant to Section 4.4).

5.4 Title to Property. Seller shall deliver (i) good and marketable fee simple title to the Land and Improvements and (ii) good and marketable title to the remaining Property, free and clear of all Liens, other than Permitted Exceptions.

Each of the preceding conditions shall be satisfied and may be waived by Purchaser, but only if such waiver is set forth in a writing executed by Purchaser or Purchaser closes the transaction with respect to such Property. If one of the preceding conditions shall not be satisfied and is not waived by Purchaser (or deemed waived by Purchaser's closing the transaction), Purchaser may terminate this Agreement and neither party shall have any further liability to the other, except for the disbursement of the Deposit in accordance with the Escrow Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

6.1 Due Incorporation, Etc. Seller is a corporation validly existing under the laws of the jurisdiction of its incorporation and, subject to any required approval of the Bankruptcy Court, has the corporate power and authority and all necessary governmental approvals to consummate the transactions contemplated by this Agreement.

6.2 Authorization, No Conflicts, Etc. Subject to the entry and effectiveness of the Sale Order (unless waived pursuant to Section 4.4), (a) Seller has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, (b) the execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated thereby have been duly authorized by all requisite corporate action and (c) this Agreement has been duly and validly executed and delivered by Seller and (assuming this Agreement constitutes a valid and binding obligation of the Purchaser) constitutes a valid and binding agreement of

Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditor's rights generally from time to time in effect and to general equitable principles.

6.3 Consents and Approvals. No consent, approval or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except (a) for consents, approvals, or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) for consents, approvals, authorizations, declarations, filings or registrations, which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on the transactions contemplated by this Agreement.

6.4 Litigation. To Seller's knowledge, there are no circumstances or facts that would prevent Seller from engaging in the transactions contemplated in this Agreement.

6.5 Property. Subject to entry of the Sale Order by the Bankruptcy Court (unless waived pursuant to Section 4.4), Seller has good and marketable fee simple title to the Property, free and clear of all liens, security interests and encumbrances (but excluding encumbrances that will be released at Closing by payment or order, whether contained in the Sale Order or otherwise, of the Bankruptcy Court) (collectively "Liens"), other than the Permitted Exceptions.

No representations or warranties of Seller in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, in Article XII hereof), in the event any of the foregoing representations or warranties is found to be inaccurate or untrue, Purchaser agrees and acknowledges that its sole and exclusive remedy shall be to terminate this Agreement by delivering written notice to Seller prior to the Closing, and this Agreement shall thereupon terminate and become void and of no further force and effect. In the event Purchaser terminates this Agreement as provided above, Escrow Agent shall disburse the Deposit to Purchaser and Purchaser shall be entitled to no other remedy.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

7.1 Financial Ability. Purchaser has the financial resources to consummate the transactions contemplated herein and pay the Purchase Price.

7.2 Due Incorporation, Etc. Purchaser is a INDIVIDUAL duly organized, validly existing and in good standing under the laws of the State of _____ _____.

7.3 Authorization, No Conflicts, Etc. Purchaser has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated thereby have been duly authorized by all requisite company action. This Agreement has been duly and validly executed and delivered by Purchaser and (assuming this Agreement constitutes a valid and binding obligation of Seller) constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

7.4 Consents and Approvals. No consent, approval or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except for consents, approvals, or authorizations of, or declarations or filings with, the Bankruptcy Court.

7.5 Litigation. To Purchaser's knowledge, there are no circumstances or facts that would prevent Purchaser from engaging in the transactions contemplated in this Agreement.

Except as otherwise expressly provided in this Agreement, no representations or warranties of Purchaser in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date.

ARTICLE VIII

COVENANTS PRIOR TO CLOSING

8.1 Affirmative Covenants Pending Closing. Except as expressly set forth below, during the period from the date hereof to the Closing Date, Seller covenants and agrees that it shall, unless otherwise agreed with Purchaser:

(a) Maintain the Property in the same condition as it is as of the Execution Date, subject only to ordinary wear and tear and casualty and condemnation, provided, however, that Seller shall have no obligation to maintain or repair the Personal Property; and

(b) Use reasonable efforts to cause any injunction or stay order that prohibits the consummation of the transactions contemplated hereby to be lifted.

8.2 Negative Covenants Pending Closing. Except as expressly permitted herein, Seller shall not, without the consent of Purchaser (which consent shall not be unreasonably withheld or delayed):

(a) Encumber, lease or otherwise grant any rights with respect to the Property, except in the ordinary course of business.

(b) Enter into any contracts or agreements affecting the Property which cannot be terminated on less than sixty (60) days notice.

8.3 Consents and Further Actions. Subject to the terms and conditions herein provided, Seller and Purchaser covenant and agree to use commercially reasonable efforts (which shall not include the expenditure of any amounts which are not customarily required) to take, or cause to be taken, all action, or do, or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including all closing conditions to be satisfied.

ARTICLE IX

COVENANTS AFTER CLOSING

9.1 Taxes, Recording Charges, Escrow Fee, Prorations. All real estate taxes, rents, utilities, common area maintenance charges and any other amounts customarily prorated in real estate transactions similar to the transactions contemplated by this Agreement (based upon the most recent ascertainable bills if current bills and/or information are not available) relating to the Property due and payable after the Closing (i) which relate to periods prior to the Closing shall be the responsibility of Seller and (ii) which relate to periods from and after the Closing shall be the responsibility of Purchaser and shall be prorated at the Closing with respect to the Property. All such prorations shall be final. At Closing, Seller shall have the right to net any amounts owed by Seller with respect to the foregoing against the Purchase Price. All transfer, documentary or deed stamps, title insurance premiums or search fees, survey costs, Phase I report, Phase II report, file review(s), Natural Hazard Disclosure Report, other reports that may be required under California law, and/or related environmental report(s), or other fees or costs arising out of the sale of the Property or otherwise incurred in connection with this Agreement or the consummation of the transactions contemplated hereby and all charges for or in connection with the recording of any document or instrument contemplated hereby shall be the responsibility of Purchaser when due. Purchaser will, at its expense, file all necessary tax returns and other documentation in connection with the taxes and fees encompassed in this Section 9.1. Purchaser shall pay the escrow fee charged by its title insurer, if any.

9.2 *Intentionally Deleted.*

ARTICLE X

STALKING HORSE AGREEMENT

10.1 Stalking Horse Agreement. Purchaser hereby agrees that this Agreement is a stalking horse agreement to purchase the Property and that Seller may continue to seek higher and better offers for the Property in accordance with the terms and conditions of this Article X.

10.2 Auction. Notwithstanding anything to the contrary contained herein, Purchaser acknowledges that Seller shall have the right to conduct an auction for the sale of the Property (the "Auction"). Seller may solicit additional bids for the Property in connection with the Auction. The Auction will be conducted in accordance with the provisions of the Order Approving Standing Bidding Procedures to be Utilized in Connection with Asset Sales (Docket No. 1493), as entered by the Bankruptcy Court on December 14, 2004 (the "Bidding Procedures Order"), other bidding procedures as approved by the Bankruptcy Court, or, upon the entry of an order by the Bankruptcy Court confirming a plan of reorganization with respect to the Bankruptcy Case, the procedures as set forth by the Seller in its sole discretion.

10.3 Irrevocable Offer. In addition to the conditions to Closing set forth herein, Purchaser acknowledges and agrees that this Agreement shall be subject to higher and better offers received by Seller at or in connection with the Auction. The Purchaser acknowledges and agrees that this Agreement shall remain binding on the Purchaser and irrevocable by the Purchaser until the earlier of (a) two (2) Business Days after the closing of the sale of the Property to a third party purchaser, (b) thirty (30) days after the entry of an order by the Bankruptcy Court approving the sale of the Property to such third party purchaser, or (c) forty-five (45) days after a waiver pursuant to Section 4.4; provided, however, that nothing in this Section 10.3 shall limit the Purchaser's right to terminate this Agreement pursuant to Section 12.1 hereof. Purchaser expressly acknowledges and agrees that this Agreement shall be binding on Purchaser and irrevocable by Purchaser in accordance with the preceding sentence effective as of the execution of this Agreement by Purchaser (regardless of whether this Agreement is executed by Seller).

10.4 Break-Up Fee and Expense Reimbursement. In the event an order is entered authorizing the sale of the Property to a third party purchaser, Seller shall (a) pay to Purchaser a break-up fee equal to $13,000.00 which equals 2.0% of the Purchase Price (the "Break-Up Fee") and (b) reimburse Purchaser for actual expenses up to $1,500.00 incurred by Purchaser in connection with this transaction for reasonable attorneys' fees and other due diligence costs, including any appraisal fees, survey fees (if a survey is not otherwise available from Seller), title fees (if a title commitment is not otherwise available from Seller), environmental reports (in excess of the nature of any reports otherwise made available by Seller), and loan fees relating to acquisition

financing Purchaser obtains with respect to the Property (the "Expense Reimbursement"). Costs incurred by Purchaser for travel, Purchaser's brokerage fees, costs incurred by Purchaser for the formation of the purchasing entity (including accounting and legal fees), or any other costs not solely attributed to the acquisition of the Property are not subject to reimbursement as a part of the Expense Reimbursement pursuant to this Section 10.4.

10.5 Payment of Fees. The Break-Up Fee shall be paid to Purchaser within ten (10) Business Days after the closing of the sale of the Property to a third party purchaser with a successful competing bid that is offered and accepted at the Auction. The Expense Reimbursement shall be paid to Purchaser within ten (10) Business Days after receipt of a written demand thereof from Purchaser to Seller including verifiable invoices for amounts included therein, provided that in no event shall Seller be obligated to pay the Expense Reimbursement prior to the closing of the sale of the Property to a third party purchaser. Notwithstanding anything to the contrary provided herein, if such written demand (including invoices) is not delivered to Seller within ten (10) days of the date of entry of the Sale Order (unless waived pursuant to Section 4.4), then Purchaser shall not be entitled to any Expense Reimbursement hereunder. In all cases, the payment of the Break-Up Fee and any Expense Reimbursement must comply with the terms and conditions of the Bidding Procedures Order and the Sale Order (unless waived pursuant to Section 4.4).

ARTICLE XI

Intentionally Deleted

ARTICLE XII

MISCELLANEOUS

12.1 Termination.

(a) This agreement may be terminated and the transactions contemplated hereby may be abandoned at any time, but not later than the Closing Date:

(i) by mutual consent of Purchaser and Seller;

(ii) by Seller if Seller receives a higher or otherwise better offer for the purchase of the Property;

(iii) by Seller if Purchaser fails to pay the Deposit within one business day of delivery by Seller to Purchaser of this Agreement executed by Seller;

(iv) by Seller if the Closing does not occur on or prior to the Closing Date, provided, that Seller will not be entitled to terminate this Agreement (except due to a default hereunder) pursuant to this subsection (iv) if Seller or its affiliates are in breach of this Agreement or has failed to satisfy any condition to Closing in Article V hereof that Seller or its affiliates was required to satisfy;

(v) by Purchaser or Seller if the Bankruptcy Court shall not have approved the Sale Order on or before July 31, 2008; unless Seller has waived such approval pursuant to Section 4.4;

(vi) by Purchaser or Seller, if Seller enters into an agreement to sell the Property to a purchaser other than Purchaser, as of thirty (30) days after the entry of an order by the Bankruptcy Court approving the sale to such other purchaser; or,

(vii) by Seller or Purchaser upon the election of Seller not to make a waiver pursuant to Section 4.4.

(b) In the event that there is a consummation of the sale of Property to a purchaser other than Purchaser, this Agreement will terminate and the transaction contemplated hereby will be abandoned three (3) Business Days after the consummation of the sale of the Property to such other purchaser.

(c) In the event of the termination of this Agreement as above provided, except as a result of a default by Purchaser or Seller and except for any willful breach by any party hereto of such party's representations, warranties or covenants, (i) this Agreement shall immediately become void, (ii) the Deposit shall be returned to Purchaser, (iii) no party shall have any further liability hereunder, including any liability for damages and (iv) each party shall bear its own expenses which shall also survive the termination of this Agreement. In the event that a condition precedent to its obligation is not met, nothing contained herein shall be deemed to require any party to terminate this Agreement rather than to waive (without further Bankruptcy Court order or notice to any Person) such condition precedent and proceed with the Closing.

12.2 Casualty and Condemnation.

(a) If the Property is damaged as the result of a casualty occurring after the Execution Date but prior to the Closing, Seller shall immediately notify Purchaser of such event and all proceeds of insurance payable to Seller by reason of such damage shall be paid or assigned to Purchaser at Closing (or, in the event Seller self-insures the Property, all proceeds that would have been payable to Seller had Seller maintained insurance with a third-party insurer shall be paid to Purchaser); provided, however, in the event such damage is material, Seller shall have the right to terminate this Agreement by delivering written notice to the Purchaser prior to Closing, with such

termination being effective as of the date of such notice (in which event Seller shall have no obligation to pay or assign any proceeds to Purchaser) and, provided Purchaser is not in default of the terms and conditions of this Agreement, Purchaser shall receive a refund of the Deposit. In the event of non-material damage to the Property that is otherwise uninsured, which damage Seller is unwilling to repair prior to Closing, Purchaser shall be entitled to a reduction in the Purchase Price to the extent of the cost of repairing such damage, as reasonably agreed to by the parties. This Section 12.2(a) shall contain Purchaser's sole remedy in the event of any casualty. For the purposes of this Section 12.2(a), damage shall be material if the cost to repair or rebuild such damage exceeds One Hundred Thousand Dollars and 00/100 ($100,000.00).

(b) If condemnation proceedings are commenced against the Property, Seller shall immediately notify Purchaser of such event and all condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Purchaser at Closing. This Section 12.2(b) shall contain Purchaser's sole remedy in the event of any condemnation.

12.3 Assignment.

(a) This Agreement will inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto and their respective successors and assigns, except as provided in subsections (b) and (c) below.

(b) Seller may not assign any of its duties or obligations hereunder without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign its duties and obligations hereunder to any affiliate holding title to the Property without the consent of Purchaser.

(c) Purchaser may not assign any of its rights, duties or obligations hereunder in whole or in part without Seller's consent, which may be withheld in its sole discretion, provided that, notwithstanding any such assignment, Purchaser shall continue to be obligated and liable for all of Purchaser's obligations and liabilities under this Agreement.

12.4 Removal of Personal Property. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have the right, but not the obligation, to remove or dismantle any and all tangible personal property located upon the Land or within the Improvements prior to the Closing Date. Purchaser acknowledges that Seller has the express right to sell and/or otherwise remove any personal property, machinery and/or equipment located on the Property at any time prior to the Closing Date. All personal property which Seller elects not to remove and any personal property dismantled and/or abandoned by Seller, shall be included in the Personal Property transferred to Purchaser at Closing pursuant to the Bill of Sale. Seller shall have no obligation to repair or maintain any such Personal Property and Purchaser agrees to accept any and all such

Personal Property remaining on the Property in its "WHERE-IS, AS-IS" condition on the Closing Date. Notwithstanding anything to the contrary elsewhere in this Agreement, Seller shall not be liable to Purchaser for any failure to transfer any Personal Property in good or working condition.

12.5 Zoning. Seller makes no representation as to the current and/or future zoning designation on the Property, as issued by the proper government authority, and/or any changes to the zoning designation that may occur as a result of the sale, transfer or conveyance of the Property or the demolition, dismantling, or other removal or destruction of the Improvements on the Land.

12.6 Disclaimer and Non-Reliance on Environmental Reports. Any environmental report(s) or other information relating to the Property that have been provided or communicated to the Purchaser by Seller or any third-party engaged to prepare such reports on behalf of Seller, including, but not limited to, any Phase I report, Phase II report, file (review(s), and/or related report(s) ("Environmental Reports") have been provided solely for informational purposes, and the Purchaser acknowledges and agrees that such Environmental Reports and the information contained therein were prepared for Seller for its exclusive use and reliance and that such Environmental Reports are not intended to be relied upon by Purchaser. Such Environmental Reports, if any, have been provided to Purchaser for use only as background information and Purchaser hereby acknowledges that Seller disclaims and does not represent, warrant or agree that the Environmental Reports and the information therein are accurate, correct, or may be relied upon to form decisions by Purchaser or any third party as to the nature or extent of any environmental or other condition on or about the Property. Purchaser further acknowledges that it had the opportunity engage a qualified environmental professional to perform a current environmental due diligence study of the Property for the benefit and use of Purchaser and acknowledges that under certain state and federal law provisions and that any failure to do so may result in the loss of bona fide purchaser status under the Comprehensive Environmental Response, Compensation and Liability Act or other similar state or federal laws. Purchaser acknowledges that the receipt of any Environmental Reports shall not alter the Purchaser's obligations under Section 3.3 to accept possession of the Property in "WHERE-IS, AS-IS" condition. Purchaser hereby agrees to release and hold harmless Seller from and against any claims, demands or legal actions of any nature whatsoever arising from Purchaser's receipt or use of any Environmental Reports or any information contained therein or lack thereof.

12.7 Environmental.

(a) Reports. Purchaser acknowledges and agrees that Purchaser has reviewed and/or has had the opportunity to review all publicly available information and environmental reports regarding the Property.

(b) Environmental Liability. Purchaser hereby covenants that it will not initiate, pursue, or otherwise participate in any claim, action, or investigation,

nor will it make or refer any action, investigation, or inquiry to any governmental agency or other Person, against Seller or its agents, employees, or other representatives relating to the condition of the Property, including any contamination at, on, under, or from the Property.

(c) Environmental Remediation. If there is ongoing environmental investigation, remediation, or conditions at the Property otherwise requiring further review or follow up or indicating contamination left in place at the Property at the time of Closing, Purchaser agrees to, notwithstanding anything to the contrary contained herein, including, without limitation, Section 2.2 hereof, expressly assume all liabilities and obligations regarding the performance of any ongoing environmental, investigation, remediation, or conditions at the Closing, if any. Purchaser will take such actions as are necessary to effect such assumption with the applicable governmental authorities.

(d) Indemnity. In the event that Purchaser fails to continue and complete any required or recommended environmental remediation, investigation or monitoring program, if any, and/or fails to comply with the terms of any and all of the representations and covenants of this Section 12.7, Purchaser agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands, losses, liabilities, judgments, settlements, damages, penalties, consequential damages, exemplary damages, fines, encumbrances, liens, remediation, abatement, costs and expenses of investigation in defense of any claim, action or suit, demand or administrative proceeding (including reasonable attorneys' fees) arising directly or indirectly from the Purchaser's breach.

(e) Release. Purchaser does hereby forever release and discharge Seller, and their respective shareholders, parent companies, subsidiaries, legal representatives, successors and assigns of and from any and all claims, demands, losses, liabilities, judgments, settlements, damages, penalties, consequential damages, exemplary damages, fines, encumbrances, liens, remediation, abatement, costs and expenses of investigation, remediation or cleanup in defense of or resulting from any claim, action or suit, demand or administrative proceeding or any requirement of any governmental or quasi-governmental authority whatsoever of every name and nature, whether known or unknown, whether or not well founded in fact or in law, and whether in law or in equity or otherwise, whether direct or consequential, compensatory, exemplary, liquidated or unliquidated (collectively, "Claims"), which Purchaser or its respective legal representatives, successors, assigns, heirs, executors or administrators has, shall have or may ever have with respect to any environmental condition, investigation or remediation with respect to the Property.

IN ADDITION TO AND NOTWITHSTANDING THE FOREGOING, PURCHASER FURTHER EXPRESSLY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT, WITH RESPECT TO ALL MATTERS REFERENCED IN THIS

SECTION 12.7, PURCHASER HEREBY NOW AND FOREVER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

ACKNOWLEDGED AND AGREED TO BY PURCHASER: J·E J (initials)

The representations and provisions contained in this Section 12.7 and the foregoing indemnity and release shall survive the Closing.

12.8 Default and Remedies. Subject to the remedy limitations contained elsewhere in this Agreement, in the event of a default hereunder by Seller, Purchaser may (i) cancel this Agreement by written notice to Seller and receive a refund of the Deposit or (ii) seek specific performance of this Agreement. In the event of a default hereunder by Purchaser, Seller may (i) cancel this Agreement by written notice to Purchaser and retain the Deposit and/or (ii) proceed with whatever steps Seller deems necessary in order to enforce its rights and remedies under this Agreement, at law or in equity including, without limitation, the right to seek specific performance or recover monetary damages for the breach of this Agreement, including, without limitation, attorneys' fees and court costs. Subject to the remedy limitations contained in this Agreement, no remedy herein or otherwise conferred upon Seller or Purchaser shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

12.9 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, by certified or registered mail, return receipt requested, first class postage prepaid, or by Federal Express or some other reputable overnight carrier, to the parties at the following addresses:

If to Seller, addressed to:

IBC SALES CORPORATION
c/o Interstate Brands Corporation
12 East Armour Boulevard
Kansas City, Missouri 64111

Fax Number: 816 502-4138
Attention: Mr. Ken Barker

With copies (which shall not
constitute notice hereunder) to:

Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606-1285
Fax Number: 312 407-0411
Attention: Marian P. Wexler, Esq.

Alvarez & Marsal Real Estate Advisory Services, LLC
633 West Fifth Street
Suite 2560
Los Angeles, CA 90071
Tel. (213) 330-2373
Fax (213) 330-2133
Attn: Dirk Aulabaugh
Email: daulabaugh@alvarezandmarsal.com

If to Purchaser, addressed to:

11867 CALABASH AVE
FONTANA CA 92337

Phone: 909-731-3844
Fax Number: 909-460-7791
Email: movejaguta@netscape.net.
Attention: Jose Jimenez

With copies (which shall not
constitute notice hereunder) to:

_____
_____
_____
Phone: _____
Fax Number: _____
Email: _____
Attention: _____

or to such other place and with such other copies as any party may designate by written notice to this other party.

12.10 Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses, including attorneys' and accountants' fees, in connection with this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, if any action is brought by either party against the other party, the prevailing party shall be entitled to recover court costs incurred and reasonable attorneys' fees and costs.

12.11 Brokerage Commissions and Fees. Purchaser warrants and represents that it has not engaged any real estate broker(s), in connection with the transactions contemplated by this Agreement, and agrees that should any claim be made for commissions or fees by any broker(s) claiming through Purchaser against Seller, Purchaser will indemnify and hold Seller free and harmless from and against any and all loss, liability and expenses in connection therewith. Seller warrants and represents that it has not engaged any real estate broker(s) except Alvarez & Marsal Real Estate Advisory Services, LLC, in connection with the transactions contemplated by this Agreement, and agrees that should any claim be made for commissions or fees by any broker(s) claiming through Seller against Purchaser, Seller will indemnify and hold the Purchaser free and harmless from and against any and all loss, liability and expenses in connection therewith. Notwithstanding anything contained herein to the contrary, the provisions of this Section 12.11 shall survive Closing.

12.12 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement, including the schedules and exhibits hereto, and other documents to be delivered in connection herewith (together with such confidentiality letter), contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

12.13 Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof. To be effective, each such waiver shall be in writing, shall specifically refer to this Agreement and the term or condition being waived, and shall be executed by an Authorized Officer of such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. A waiver hereunder shall be effective without an order of the Bankruptcy Court, or notice to the Bankruptcy Court or any Person, in relation to such waiver.

12.14 Amendment. This Agreement may be modified or amended only in a writing duly executed by or on behalf of each of the parties hereto.

12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.16 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

12.17 Headings, Gender, Etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to "hereof," herein," "hereby" and similar terms shall refer to this entire Agreement, and (d) each reference to Seller shall be a reference to any of its subsidiaries and predecessors and each representation, warranty, covenant and other agreement made herein with respect to Seller shall be deemed made with respect to all such subsidiaries and predecessors. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction shall be applied against any Person.

12.18 Continuing Jurisdiction. The parties agree that the Bankruptcy Court shall retain jurisdiction over the enforcement of this Agreement including, but not limited to, the performance of the obligations and transactions contemplated hereunder.

12.19 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State where the Property is located, without regard to 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 as to those matters the law of the jurisdiction of incorporation or organization of such entity shall govern.

12.20 No Third Party Beneficiary. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, firm or corporation, other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

12.21 Joint and Several Liability. To the extent that the Purchaser consists of two or more persons or entities, each shall be jointly and severally liable for all of the obligations hereunder.

SIGNATURE PAGE TO FOLLOW

HOLT BLVD, ONTARIO, CALIFORNIA

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the day year first above written.

SELLER

IBC SALES CORPORATION, a Delaware corporation

By: _____
Name: _____
Its: _____

PURCHASER

Jose G. Jimenez, a
_____

By: _____
Name: Jose G. Jimenez
Its: _____