

SEVENTH AMENDMENT

SEVENTH AMENDMENT, dated as of March 18, 2005 (this "Amendment"), to the Amended and Restated Credit Agreement, dated as of April 25, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Interstate Bakeries Corporation, a Delaware corporation ("Holdings"), Interstate Brands Corporation, a Delaware corporation ("Brands" or the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), The Bank of Nova Scotia, BNP Paribas, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank International", New York Branch, and SunTrust Bank, each as a co-documentation agent, Bank of America, N.A., as syndication agent, and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, "JPMorgan") as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

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WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Borrower;

WHEREAS, on September 22, 2004, the Borrower and the other Loan Parties each commenced a bankruptcy case (collectively, the "Bankruptcy Cases") under chapter 11 of title 11 of the United States Code (11 U.S.C. ss. 101 et seq.) in the Western District of Missouri Bankruptcy Court, Kansas City Division (the "Bankruptcy Court");

WHEREAS, the Borrower and the other Loan Parties have requested that, notwithstanding the occurrence of the Bankruptcy Cases and the occurrence and continuance of various Events of Default, the Administrative Agent, Issuing Lenders and Required Lenders amend, replace, renew or reissue Letters of Credit issued and outstanding under the Credit Agreement as and when such Letters of Credit expire in the ordinary course;

WHEREAS, it is in the best interests of the Lenders that the Letters of Credit are amended, replaced, renewed or reissued in the ordinary course of business; and

WHEREAS, the Administrative Agent and the Issuing Lenders have agreed to such request, but only upon the terms and subject to the conditions expressly set forth in this Amendment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Section 3.1 of the Credit Agreement [L/C Commitment]. Section 3.1(a) of the Credit Agreement is hereby amended by inserting "and" immediately before "(ii)" in the second sentence thereof and deleting clause (iii) in its entirety from the second sentence thereof.

SECTION 2. Consent. Notwithstanding anything to the contrary in the Credit Agreement, including without limitation Section 5.2 of the

Credit Agreement, the Required Lenders hereby consent to, and request that the Administrative Agent and Issuing Lenders take such actions to effectuate, the amendment, replacement, renewal or reissuance of any Letter of Credit, so long as the aggregate amount of the sum of Letters of Credit outstanding and unpaid Reimbursement Obligations do not exceed the face amount of Letters of Credit outstanding as of the date hereof.

SECTION 3. Payment of Expenses. In addition to its obligations under Section 10.5 of the Credit Agreement and the Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing and (B) to Utilize Cash Collateral and (II) Granting Adequate Protection to Pre-Petition Secured Parties, entered by the Bankruptcy Court on October 22, 2004, Holdings and the Borrower agree to pay or reimburse the Administrative Agent for its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transaction contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel, and any financial or other advisors, to the Administrative Agent.

SECTION 4. Conditions to Effectiveness of Amendment. This Amendment shall be effective on the date on which all of the following conditions precedent have been satisfied or waived (the "Effective Date"):

(a) the Administrative Agent (or its counsel) shall have received a counterpart of the Amendment, executed and delivered by a duly authorized officer of each of (i) the Borrower, (ii) the Guarantors, (iii) the Required Lenders and (iv) JPMorgan in its capacity as Issuing Lender; and

(b) the Borrower shall have paid the reasonable fees and expenses of counsel and advisors to the Administrative Agent for which invoices have been timely presented prior to the Effective Date.

SECTION 5. Effect on the Loan Documents. (a) Except as specifically amended above, the Credit Agreement and all other Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 6. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Execution in Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

INTERSTATE BRANDS CORPORATION, as Borrower

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison

Title: EVP & CFO

INTERSTATE BAKERIES CORPORATION, as Guarantor

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison  
Title: EVP & CFO

IBC SALES CORPORATION, as Guarantor

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison  
Title: EVP & CFO

BAKER'S INN QUALITY BAKED GOODS, LLC, as Guarantor

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison  
Title: EVP & CFO

IBC SERVICES, LLC, as Guarantor

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison  
Title: EVP & CFO

IBC TRUCKING, LLC, as a Guarantor

By: /s/ Ronald B. Hutchison

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Name: Ronald B. Hutchison  
Title: EVP & CFO

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JP MORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank) as Administrative Agent, an Issuing Lender, a Term Lender and a Revolving Lender

By: /s/ Jonathan Katz

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Name: Jonathan Katz  
Title: Vice President

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BANK OF AMERICA, N.A.

By: /s/ Jonathon M. Barnes

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Name: Jonathon M. Barnes  
Title: Associate

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BDC FINANCE, L.L.C.

By: /s/ James J. Zenni, Jr.

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Name: James J. Zenni, Jr.  
Title: Director

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BLACK DIAMOND CLO 2000-1, LTD.

By: /s/ Alan Corkish

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Name: Alan Corkish  
Title: Director

By:

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Name:  
Title:

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BLACK DIAMOND INTERNATIONAL  
FUNDING, LTD.

By: /s/ Alan Corkish

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Name:  
Title:

By:

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Name:  
Title:

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CFPI

By: /s/ Paul C. Zingaroh

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Name: Paul C. Zingaroh  
Title: Director

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COOPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
INTERNATIONAL", NEW YORK BRANCH

By: /s/ Rebecca O. Morrow

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Name: Rebecca O. Morrow  
Title: Executive Director

By: /s/ Karen E. Boyer

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Name: Karen E. Boyer  
Title: Executive Director

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CONSTANTINUS EATON VANCE CDO V, LTD.  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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CYPRESS POINT TRADING LLC

By: /s/ Meredith J. Koslick

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Name: Meredith J. Koslick  
Title: Assistant Vice President

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EATON VANCE CDO III, LTD.  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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EATON VANCE CDO VI LTD.  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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EATON VANCE INSTITUTIONAL  
SENIOR LOAN FUND  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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EATON VANCE  
LIMITED DURATION INCOME FUND  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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EATON VANCE SENIOR  
FLOATING-RATE TRUST  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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EATON VANCE SENIOR INCOME TRUST  
By: Eaton Vance Management as Investment Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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FARM CREDIT SERVICES OF  
MISSOURI, PCA, Successor  
in interest to Farm  
Credit Services of  
Eastern Missouri

By: /s/ Kevin Schieber

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Name: Kevin Schieber  
Title: Risk Asset Manager

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FIELD POINT II, LTD.

By: /s/ Jeffrey A. Golfand

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Name: Jeffrey A. Golfand  
Title: Authorized Signatory

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GRAYSON & CO  
By: Boston Management and Research as Investment  
Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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LONG LANE MASTER TRUST IV

By: /s/ Kelly W. Warnement

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Name: Kelly W. Warnement  
Title: Authorized Agent

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MERRILL LYNCH CREDIT PRODUCTS, LLC.

By: /s/ Neyda Darias

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Name: Neyda Darias  
Title: Vice President

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MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Ian Sandler

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Name: Ian Sandler  
Title: Vice President

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Q FUNDING III, L.P.

By: Paufrock Onshore, L.P., in General Partner  
By: J. Alfred Onshore, LLC, in General Partner

By: /s/ Robert McCormick

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Name: Robert McCormick  
Title: Vice President

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SEA PINES FUNDING LLC

By: /s/ Meredith J. Koslick

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Name: Meredith J. Koslick  
Title: Assistant Vice President

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SENIOR DEBT PORTFOLIO

By: Boston Management and Research as Investment  
Advisor

By: /s/ Michael B. Botthof

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Name: Michael B. Botthof  
Title: Vice President

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SIMSBURY CLO, LIMITED

By: /s/ Richard McGauley

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Name: Richard McGauley  
Title: Managing Director, BABSON CAPITAL  
MANAGEMENT, LLC UNDER  
DELEGATED AUTHORITY FROM  
MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY AS  
COLLATERAL MANAGER

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SPCP GROUP, LLC

By: /s/ Jeffrey A. Golfand

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Name: Jeffrey A. Golfand  
Title: Authorized Signatory

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SUFFIELD CLO, LIMITED

By: /s/ Richard McGauley

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Name: Richard McGauley  
Title: Managing Director, Babson Capital  
Management, LLC

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TRS 1 LLC

By: /s/ Edward Schaffer

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Name: Edward Schaffer  
Title: Vice President

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TRS THEBE LLC

By: /s/ Alice L. Wagner

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Name: Alice L. Wagner  
Title: Vice President



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UBS AG, STAMFORD BRANCH

By: UBS Securities LLC, as Agent

By: /s/ Wilfred V. Saint

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Name: Wilfred V. Saint

Title: Director Banking Products Services,  
US

By: /s/ Toba Lumbantobing

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Name: Toba Lumbantobing

Title: Associate Director Banking Products  
Services, US