

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

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In re: :
:
HOSTESS BRANDS, INC., *et al.*,¹ : Chapter 11
:
Debtors. : Case No. 12-22052 (RDD)
: (Jointly Administered)
----- X

**STIPULATION AND AGREED ORDER BY AND AMONG
THE DEBTORS, THE DIP AGENT AND THE PRE-PETITION
AGENTS MODIFYING THE FINAL ORDERS IN CERTAIN RESPECTS**

This Stipulation and Agreed Order (the “Stipulation”) is made by and among (i) Hostess Brands, Inc. (“Hostess Brands”) and the other above-captioned debtors and debtors in possession (collectively, the “Debtors”), (ii) Silver Point Finance, LLC, in its capacities as (a) the administrative and collateral agent (in such capacities, the “DIP Agent”) under the Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of January 12, 2012 (the “DIP Facility”), (b) the administrative and collateral agent (in such capacities, the “Pre-Petition First Lien Agent”) under the Credit and Guaranty Agreement, dated as of February 3, 2009, (c) the administrative and collateral agent (in such capacities, the “Pre-Petition Third Lien Agent”) under the Third Lien Credit and Guaranty Agreement, dated as of February 3, 2009; and (iii) The Bank of New York Mellon Trust Company, N.A., as trustee and collateral trustee under the indenture, dated as of February 3, 2009 (in such capacities, the “Pre-Petition Fourth Lien Trustee” together with the Debtors, the DIP Agent, Pre-Petition First Lien Agent and the Pre-Petition Third Lien Agent, the “Parties”), with respect to the following:

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are Hostess Brands, Inc. (0322), IBC Sales Corporation (3634), IBC Services, LLC (3639), IBC Trucking, LLC (8328), Interstate Brands Corporation (6705) and MCF Legacy, Inc. (0599).



RECITALS

A. On January 11, 2012 (the “Petition Date”), the Debtors commenced their chapter 11 cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors’ chapter 11 cases have been consolidated and are being administered jointly for procedural purposes only.

B. On February 3, 2012, the Bankruptcy Court entered the Final Order (I) Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, and (II) Granting Adequate Protection to Pre-Petition Secured Parties (Dkt. No. 254) (as subsequently amended, the “Final DIP Order”).²

C. On November 30, 2012, this Court entered an order approving the Emergency Motion of Debtors and Debtors in Possession for Interim and Final Orders, Pursuant to Sections 105, 363, 365 and 503(c) of the Bankruptcy Code: (A) Approving (I) a Plan to Wind Down the Debtors’ Businesses, (II) the Sale of Certain Assets, (III) Going-Out-Of-Business Sales at the Debtors’ Retail Stores, (IV) the Debtors’ Non-Consensual Use of Cash Collateral and Modifications to the Final DIP Order, (V) an Employee Retention Plan, (VI) a Management Incentive Plan, (VII) Protections for Certain Employees Implementing the Winddown of the Debtors’ Businesses, (VIII) the Use of Certain Third Party Contractors and (IX) Procedures for the Expedited Rejection of Contracts and Leases; and (B) Authorizing the Debtors to Take Any and All Actions Necessary to Implement the Winddown [Dkt. No. 1710] on a final basis [Dkt.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Final DIP Order.

No. 1871] (the “Final Winddown Order” and, together with the Final DIP Order, the “Final Orders”).

E. On March 20, 2013, the Bankruptcy Court entered (i) an Order (I) Authorizing the Sale of Certain Assets Related to the Debtors’ Hostess® and Dolly Madison® Brands Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith and (III) Granting Related Relief [Dkt. No. 2455] (the “Cake Sale”); (ii) an Order (I) Authorizing the Sale of Certain Assets Related to the Beefsteak® Brand Free and Clear of Liens, Claims, Interests and Encumbrances (II) Granting Related Relief [Dkt. No. 2457] (the “Beefsteak Sale”) and (iii) an Order (I) Authorizing the Sale of Certain Assets Related to a Majority of the Debtors’ Bread Business Operations Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith and (III) Granting Related Relief [Dkt. No. 2459] (the “Bread Sale” and, together with the Cake Sale and the Beefsteak Sale, the “Sales”).

H. The Beefsteak Sale has closed and the ABL Pre-Petition Indebtedness now due and payable has been paid in full. Upon the closing of additional Sales, it is anticipated that the DIP Obligations, including all principal, interest, fees, expenses and costs due with respect thereto, will be paid in full. Consequently, and as a condition to the continued use of Cash Collateral, the Parties wish to establish certain protocols and procedures with respect to the Final Orders following the repayment in full of the ABL Pre-Petition Indebtedness and the DIP Obligations, on the terms set forth below.

STIPULATION

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

1. In anticipation of the DIP Obligations being paid in full from the proceeds of the Sales, the Debtors and the DIP Agent have negotiated and prepared a payoff letter, in substantially the form attached hereto as Exhibit A, which the Debtors are authorized to execute.

2. Upon the payment in full of the ABL Pre-Petition Indebtedness and the DIP Obligations that are then due and payable, any and all consent and approval rights of the DIP Agent and the Pre-Petition Revolving Agent provided for in the Final Orders, including the right to consent to any amendments, modification or extension of the Liquidation Budget and the approval of material asset sales, shall inure to the benefit of and be exercisable by the Pre-Petition First Lien Agent. Upon the payment in full of the First Lien Term Loan Pre-Petition Indebtedness then due and payable, such consent and approval rights shall inure to the benefit of and be exercisable by the Pre-Petition Third Lien Agent and upon the payment in full of the Third Lien Pre-Petition Indebtedness then due and payable, such consent and approval rights shall inure and be exercisable by the Pre-Petition Fourth Lien Trustee.

3. To conform to the waterfall provisions set forth in the orders approving the Sales, paragraph 10 of the Final Winddown Order is hereby amended by deleting it in its entirety and replacing it with the following:

The Debtors are authorized and directed to use the net proceeds from the Sales or any future sale transactions (each, a "Sale Transaction") (after a deduction from the gross proceeds of a Sale Transaction for any existing tax liens, mechanics' liens or other similar statutory liens (the "Senior Statutory Liens") that are, by operation of law, senior in priority to the Prepetition Liens and the Adequate Protection Liens (as such terms are defined in the Final DIP Order)) to pay any break-up fee that may be due in respect of

the particular Sale Transaction, to the extent due and owing. Claims secured by Senior Statutory Liens that are not in dispute may also be paid from the gross proceeds of a Sale Transaction at the closing or at any time thereafter in the undisputed amount of such claims. To the extent that certain claims secured by Senior Statutory Liens are disputed or otherwise unresolved as of the closing of the relevant Sale Transaction as to the amount or priority thereof, the Debtors shall segregate proceeds in an amount sufficient in the Debtors' reasonable judgment to satisfy such claims if the lienholders' contentions with respect to such claims and their senior priority status are proven correct. Such segregated proceeds will be held within the Debtors' existing bank concentration account, and the Debtors shall not use such funds for any other purpose, absent a court order to do so or consent of the applicable lienholder. After such payments and the above-described segregation of funds, the Debtors shall use net proceeds from the applicable Sale Transaction (after a deduction for any expenses directly related to the Sale Transaction, which expenses will be segregated by the Debtors or paid if then payable) to pay the Hilco Loan Claim as defined in the Order (I) Authorizing the Debtors to (A) Retain and Employ Hilco Industrial, LLC, Hilco IP Services, LLC and Hilco Real Estate, LLC as Exclusive Consulting and Marketing Agents and (B) Obtain Related Postpetition Financing and (II) Granting Certain Related Relief. After such amounts have been paid or segregated, the Debtors shall be permitted to retain sufficient funds to (i) fund operations for, and pay all disbursements that are scheduled to be made in, the 13-week period following the week of closing of the relevant Sale Transaction, with this amount determined at the closing of such sale by agreement of the Debtors and the DIP Agent (or, if the DIP Obligations then due and payable have been paid in full, the Pre-Petition First Lien Agent or, if the First Lien Term Loan Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Third Lien Agent or, if the Pre-Petition Third Lien Indebtedness then due and payable has been paid in full, the Pre-Petition Fourth Lien Trustee), and to the extent no agreement is reached, in an amount to be determined by the Court (and with any disbursements being made thereafter in accordance with the Liquidation Budget); and (ii) pay any sale or transaction fees that are due or may become due as a result thereof to any professionals or professional firms whose fees, disbursements, costs or expenses (including the fees payable as a result of the Sale Transaction) are included within the Carve Out under the Final DIP Order; provided that nothing herein shall constitute Court approval of such fees or other amounts as may be required prior to payment or divest any party-in-interest of its right to object to the payment or allowance

of any such fees or other amounts. Any net proceeds of the Sale Transactions remaining after the payments described above shall be paid as follows and in the following order: (a) to pay any amounts then due and payable that are included within the Carve Out under the Final DIP Order (or if not yet approved for payment, an amount equal to such accrued fees and expenses to be segregated and held in constructive trust by the Debtors until such amounts become payable by order of the Court or an order of the Court otherwise directs their disposition); provided that nothing herein shall divest any party-in-interest of its right to object to the payment or allowance of any such fees and expenses; (b) to pay the DIP Obligations (as defined in the Final DIP Order) in full; and (c) to pay the First Lien Term Loan Pre-Petition Indebtedness, the Third Lien Pre-Petition Indebtedness and the Fourth Lien Indebtedness (each as defined in the Final DIP Order), together with any post-petition amounts due thereunder, in accordance with the priorities established pursuant the Final DIP Order and the Intercreditor Agreement.

4. The provisions of paragraph 23 and paragraph 26 of the Final DIP Order are hereby eliminated in their entirety and replaced with the following: “[Reserved.]”.

5. Upon the repayment in full of all DIP Obligations then due and payable, the provisions of paragraph 25 of the Final DIP Order shall be automatically deleted in their entirety and replaced with the following:

The Debtors shall no longer be authorized pursuant to this Final Order to use Cash Collateral and such Cash Collateral use shall automatically terminate, in each case, five business days after the delivery of a notice by the DIP Agent (or, if the DIP Obligations then due and payable have been paid in full, the Pre-Petition First Lien Agent or, if the First Lien Term Loan Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Third Lien Agent or, if the Third Lien Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Fourth Lien Trustee) that any of the following events had occurred (the earliest such date being referred to herein as the “Cash Collateral Termination Date,” and each of the following events, a “Cash Collateral Termination Event”), provided, however, that if any of the following are no longer continuing after five business days, the Debtors shall be able to use Cash Collateral as if the Cash Collateral Termination Event had never occurred (a “Cash Collateral Reinstatement”):

(a) conversion of one or more of the Cases to cases under chapter 7 of the Bankruptcy Code;

(b) the Debtors' failure to comply with any of the terms or provisions of the Final DIP Order or the Final Winddown Order in any material respect, unless waived or otherwise modified with the prior written consent of the DIP Agent (or, if the DIP Obligations then due and payable have been paid in full, the Pre-Petition First Lien Agent or, if the First Lien Term Loan Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Third Lien Agent or, if the Third Lien Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Fourth Lien Trustee);

(c) entry of an order by this Court or any other Court having jurisdiction over these Cases granting super-priority liens or status with priority over or pari passu with the Adequate Protection Liens or the First Lien Term Loan Liens (or after the repayment of the First Lien Term Loan Pre-Petition Indebtedness, the Third Lien Term Loans, and after the repayment of the Third Lien Pre-Petition Indebtedness, the Fourth Lien Secured Liens);

(d) entry of an order granting relief from the automatic stay to the holder or holders of security interests to permit foreclosures (or granting similar relief) on any property of the Debtors having a value in excess of \$1,000,000 without the prior written consent of the Pre-Petition First Lien Agent (or, if the First Lien Term Loan Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Third Lien Agent or, if the Third Lien Pre-Petition Indebtedness then due and payable has been paid in full, the Pre-Petition Fourth Lien Trustee); or

(e) any of the Adequate Protection Liens shall cease to be valid, binding and perfected liens with the priority and to the extent provided in the Intercreditor Agreement and this Final Order, as applicable.

Notwithstanding the occurrence of the Cash Collateral Termination Date, all of the rights, remedies, benefits and protections provided under this Order as of such Cash Collateral Termination Date shall survive the Cash Collateral Termination Date.

6. The Final Orders are modified by the terms and solely to the extent of this Stipulation.

7. All portions of the Final Orders that have not been addressed by this Stipulation remain in effect.

8. This Stipulation will become effective and binding upon each of the Parties upon the Bankruptcy Court's approval of this Stipulation.

9. This Stipulation shall be binding upon and inure to the assigns, representatives and successors of the Parties hereto, including, without limitation, any chapter 11 or chapter 7 trustee or other fiduciary hereafter appointed in these chapter 11 cases as a legal representative of the Debtors or their estates.

10. This Stipulation contains the entire understanding of the Parties hereto and supersedes all prior understandings and agreements, whether written or oral, between the Parties hereto and may not be modified or amended except by written agreement of the Parties. The Parties acknowledge that they are not relying on any promises or representations not contained in this Stipulation.

11. This Stipulation may be executed in counterparts by facsimile, email, or other similar electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one document.

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April 9, 2013

Respectfully submitted,

/s/Ryan T. Routh

Corinne Ball
Heather Lennox
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New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

Ryan T. Routh
JONES DAY
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

/s/Jennifer A. Christian

Ira L. Herman
Jennifer A. Christian
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900 Third Avenue
20th Floor
New York, NY 10022
Telephone: (212) 751-3001

ATTORNEYS FOR THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
AS TRUSTEE AND COLLATERAL TRUSTEE

/s/Diane Meyers

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Facsimile: (212)-757-3990

ATTORNEYS FOR SILVER POINT
FINANCE, LLC

SO ORDERED:

Dated: White Plains, New York
April 15, 2013

/s/ Robert D. Drain
United States Bankruptcy Judge

EXHIBIT A

EXHIBIT A

DRAFT

PAYOFF LETTER

April __, 2013

HOSTESS BRANDS, INC.
6031 Connection Drive, Suite 600
Irving, Texas 75039
Attention: Chief Financial Officer

JONES DAY
222 East 41st Street
New York, New York 10017
Attention: Corinne Ball
Heather Lennox

Ladies and Gentlemen:

Reference is made to (a) the Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of January 12, 2012 (as amended, supplemented or otherwise modified from time to time, the "DIP Credit Agreement") by and among (i) Hostess Brands, Inc. (formerly known as Interstate Bakeries Corporation) ("Hostess"), and Interstate Brands Corporation ("Brands" and, together with Hostess, the "Borrowers") (ii) certain Subsidiaries of Hostess, as Guarantors (and, collectively with the Borrowers, the "Credit Parties" and each a "Credit Party"), (iii) the several lenders and financial institutions from time to time party thereto (collectively, the "DIP Lenders") and (iv) Silver Point Finance, LLC ("Silver Point") as administrative agent and collateral agent (in such capacities, together with any successors and assigns, the "DIP Agent") and (b) each other Credit Document (as defined in the DIP Credit Agreement, it being understood that this letter agreement constitutes a Credit Document). Unless otherwise defined herein, capitalized terms are used herein as defined in the DIP Credit Agreement or the Final DIP Order, as applicable.

The Credit Parties are debtors in possession in voluntary petition cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101 et seq., in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Pursuant to certain sales approved by the Bankruptcy Court, the Borrowers have informed the DIP Agent that on the Payoff Date (as defined herein), the Borrowers shall cause the repayment in full of all of the Obligations of the Credit Parties arising out of or under the DIP Credit Agreement and the other Credit Documents.

The Borrowers have requested that the DIP Agent provide this letter agreement (this "Letter") to confirm that, upon the payment by the Borrowers of the Payoff Amount (as defined below) to the DIP Agent, except as provided in paragraph 8 below, all indebtedness and other Obligations of the Borrowers and the other Credit

Parties under the DIP Credit Agreement and the other Credit Documents shall be fully paid and discharged.

1. This Letter confirms that, as of the date hereof, the total amount necessary to pay in full all outstanding Obligations under the DIP Credit Agreement is set forth on Exhibit A attached hereto (the "Payoff Amount").

2. The Borrowers shall pay or cause to be paid to the DIP Agent for the account of itself and the DIP Lenders the Payoff Amount in the manner set forth on Exhibit B hereto. The Payoff Amount has been calculated assuming payment on April 12, 2013 (the "Payoff Date"). If the Payoff Amount is not paid to the DIP Agent as provided above by 5:00 p.m. (New York City time) on the Payoff Date, the Payoff Amount shall be recalculated to reflect any additional legal fees and expenses incurred by counsel to the DIP Agent and additional interest for each day after the Payoff Date.

3. The Borrowers hereby acknowledge and agree that the Commitments under the DIP Credit Agreement shall be terminated, and the DIP Agent and the DIP Lenders shall have no further obligation to make any Loans or other extensions of credit or have any other obligations, duties or responsibilities in connection with the DIP Credit Agreement or the Credit Documents.

4. Except as provided in paragraph 8 below, this Letter confirms that, upon the payment of the Payoff Amount to the DIP Agent in the manner described above: (a) all indebtedness of the Borrowers and the other Credit Parties to the DIP Agent and the DIP Lenders under the DIP Credit Agreement and the other Credit Documents shall be fully paid and discharged, (b) all guaranties supporting the DIP Credit Agreement (including, without limitation, the Guarantors' guaranty set forth in the DIP Credit Agreement) will be automatically released and discharged, with no further action on the part of any Credit Party, (c) the DIP Credit Agreement and the other Credit Documents will be automatically terminated, cancelled and be of no further force and effect, (d) all of the DIP Agent's and the DIP Lenders' security interests in, and other Liens on, all real and personal property assets of any Credit Party providing collateral for the Obligations will be automatically released, with no further action on the part of any Credit Party, and (e) all of the other respective obligations of the Borrowers, the Guarantors or any of their subsidiaries or affiliates under the DIP Credit Agreement and the Credit Documents will be released, with no further action on the part of any Credit Party except any such obligations that are otherwise expressly stated in the DIP Credit Agreement or any other Credit Document as surviving that respective agreement's termination, which in any case shall, as so specified, survive without prejudice and remain in full force and effect.

5. From and after the receipt by the DIP Agent of the Payoff Amount in the manner described above, the DIP Agent will deliver to the Borrowers, in each case at the expense of the Borrowers, the following, to the extent applicable: (a) any tangible property, instrument or other document which is an asset of any Credit Party and which has been physically pledged to the DIP Agent under the DIP Credit Agreement or any other Credit Document as security for the Obligations and which has not been previously returned to Credit Parties, (b) releases, terminations, discharges and satisfactions of all

mortgages granted to the DIP Agent and/or the DIP Lenders, in form and substance reasonably satisfactory to the Borrowers, (c) all other collateral in the actual physical possession of the DIP Agent and/or any of the DIP Lenders, and (d) reassignments of all assignments made in favor of the DIP Agent and/or any of the DIP Lenders, in form and substance reasonably satisfactory to the Borrowers.

6. From and after the receipt by the DIP Agent of the Payoff Amount in the manner described above, the DIP Agent will deliver (and in the case of each of the following clauses (b) and (c) below, execute and deliver), and the DIP Agent hereby authorizes the Borrowers and/or their designees to prepare and (as applicable) file and record, to the extent applicable: (a) termination statements, (b) intellectual property releases and (c) other instruments and documents evidencing the consummation of the payoff and the release of Liens contemplated hereby. The aforementioned terminations and releases, financing statement terminations, intellectual property releases and other such documents shall be prepared, delivered, filed and recorded in each case at the Borrowers' expense.

7. Except as provided in paragraph 8 below, upon the Bankruptcy Court's entry of a stipulation approving this Letter, each Credit Party hereby waives, releases, remises, and forever discharges the DIP Agent, each DIP Lender, and each of their respective Affiliates, officers, directors, employees, agents, advisors and other representatives (collectively, the "Released Parties"), from any and all past, present and future claims, liens, lawsuits, adverse consequences, amounts paid in settlement, debts, deficiencies, diminution in value, disbursements, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, whether based in equity, law, contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law (each a "Claim" and collectively, the "Claims"), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which any Credit Party now has or might hereafter have against any such Released Parties, which Claims relate, directly or indirectly, to any act or omission by any Released Parties that occurred on or prior to the date hereof and relate, directly or indirectly, to the DIP Credit Agreement or other Credit Documents, except for the duties and obligations set forth in this letter. Each Credit Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

8. Notwithstanding the foregoing, the parties hereto acknowledge and agree that solely with respect to any Letters of Credit (as defined in the LC Agreement) that are issued and outstanding under the LC Agreement as of the Payoff Date, the parties' rights and obligations under the LC Agreement (other than the Debtors' obligations, if any, under Section 5.1 of the LC Agreement, which shall be terminated) shall continue in full force and effect until all such Letters of Credit have either expired or been fully drawn upon, and any reimbursement obligations in respect thereof satisfied, whereupon all remaining Cash Collateral (as defined in the LC Agreement), after the

repayment in full of any amounts then due and owing to the L/C Arranger and the Issuing Bank, shall be returned to the Debtors.

9. The DIP Agent hereby requests that each of the Credit Parties acknowledge its respective receipt and acceptance of, and agreement with, the terms and conditions set forth in this Letter by signing a copy of it in the appropriate space indicated below and returning it to the DIP Agent. This Letter may be signed in several counterparts and by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed, (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes. This Letter shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to New York conflicts of law principles). The parties hereto each waive trial by jury of any matters arising out of, or related to, this Letter or the transactions contemplated hereby.

[Signature Pages Follow]

Very truly yours,

SILVER POINT FINANCE, LLC,
as the DIP Agent

By: _____

Name:

Title:

Agreed to and accepted on this ___th day of April 2013:

HOSTESS BRANDS, INC.

By: _____
Name:
Title:

INTERSTATE BRANDS CORPORATION

By: _____
Name:
Title:

IBC SALES CORPORATOIN

By: _____
Name:
Title:

IBC SERVICES, LLC

By: _____
Name:
Title:

IBC TRUCKING, LLC

By: _____
Name:
Title:

EXHIBIT A
Payoff Amount

Principal Balance	\$_____
Accrued Interest	\$_____
DIP Agents' Professional Fees and Expenses	\$_____
TOTAL PAYOFF AMOUNT	\$_____

EXHIBIT B

Wire and Delivery Instructions