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January 24, 2013

Re: Hostess Brands, Inc.: Employee Retention Plan/Release and Waiver of Claims Agreement

Dear Member:

Recently, you may have received a letter from Hostess Brands asking you to sign a Release and Waiver of Claims Agreement (the "Release") to receive any retention bonus the Company may owe you under the Bankruptcy Court proceedings. The purpose of this letter is to answer questions you may have concerning this Release.

1. What is the retention payment for?

The retention payment was approved by the Bankruptcy Court as an incentive to retain some employees after November 21, 2012, to facilitate the sale of the remaining product and the shutdown of operations.

2. How is the retention payment calculated?

The retention payment should equal 25 percent (25%) of your earnings for hours worked after November 21, 2012.

3. Why do I have to sign the Release to get my retention payment?

As part of the bankruptcy proceeding, the Bankruptcy Court granted the company's motion to allow for a release and waiver of claims to be eligible for the retention payment.

4. What claims am I releasing and waiving if I sign and return the Release?

The Release specifies the claims that you are releasing and waiving, including but not limited to any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act (ERISA), the Worker Adjustment and Retraining Notification (WARN) Act, all applicable state and local statutes that may be legally waived, and tort and/or contract claims. Please review the "Claims That Are Released And Waived" section of the Release carefully and consult with an attorney if you have any questions.

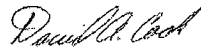
5. If I sign and return the Release, are there claims that I am not releasing or waiving?

Yes, the Release will not affect your right, or (where applicable) the right of your union representative on your behalf, to assert certain "Excluded Claims" set forth in the Release before the Bankruptcy Court, including but not limited to claims for unpaid vacation pay, sick pay, severance pay, or any other contract claim for unpaid wages or benefits.

6. Should I sign and return the Release?

Because of the uncertainty of any claims that you may have against Hostess Brands, the Union is unable to answer this question for you. If you do not and will not have any claims against Hostess Brands, you may want to sign the waiver to receive your retention bonus. If you believe you may have any claims against Hostess Brands, we strongly urge you to consult your own legal counsel for advice on whether or not to sign and return the Release.

Fraternally,



David A. Cook,
President

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