

**EXHIBIT A**

**SECOND AMENDMENT TO DIP AGREEMENT**

**SECOND AMENDMENT AND WAIVER  
TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

**THIS SECOND AMENDMENT AND WAIVER TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (this "**Amendment and Waiver**") is dated as of July [ ], 2009 and is entered into by and among **MERISANT COMPANY**, a Delaware corporation (the "**Borrower**"), **MERISANT WORLDWIDE, INC.**, a Delaware corporation ("**Holdings**"), **WAYZATA INVESTMENT PARTNERS LLC**, as Administrative Agent ("**Administrative Agent**"), acting with the consent of all Lenders and, for purposes of Section III hereof, the **GUARANTORS** listed on the signature pages hereto, and is made with reference to that certain **DEBTOR-IN-POSSESSION CREDIT AGREEMENT** dated as of February 13, 2009 (as amended through the date hereof, the "**Credit Agreement**") by and among the Borrower, Holdings, the Lenders and the Administrative Agent and Collateral Agent. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement after giving effect to this Amendment and Waiver.

**RECITALS**

**WHEREAS**, the Borrower has requested that the Lenders agree to amend certain provisions of the Credit Agreement as provided for herein;

**WHEREAS**, the Borrower has requested that the Lenders waive any Event of Default arising under Section 7.1(c) of the Credit Agreement as a result of Holdings, the Borrower and/or certain of their respective Subsidiaries holding or maintaining Unrestricted Cash prior to the date hereof in aggregate amounts exceeding the applicable amounts set forth in Section 6.17 (the "Specified Waiver"); and

**WHEREAS**, subject to certain conditions the Lenders are willing to agree to such amendments relating to the Credit Agreement and to grant the Specified Waiver;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. WAIVER AND AMENDMENTS TO CREDIT AGREEMENT**

Subject to the occurrence of the Effective Date (as defined below), the Administrative Agent and the Lenders agree that:

- (a) the Specified Waiver is granted;
  
- (b) clause (j) of the definition of "Consolidated EBITDA" set forth in Section 1.1 of the Credit Agreement is hereby amended by deleting the reference therein to "\$1,000,000" and replacing such reference with "\$1,500,000";

(c) the definition of "Estimated Cash Flow Statement" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

*"Estimated Cash Flow Statement"* means (a) the nine (9) rolling week cash flow statement for the week commencing April 08, 2009 and ending on June 09, 2009, (b) the nine (9) rolling week cash flow statement for the week commencing June 10, 2009 and ending on August 11, 2009, (c) the eleven (11) rolling week cash flow statement for the week commencing August 12, 2009 and ending on October 27, 2009 and (d) the ten (10) rolling week cash flow statement for the week commencing October 28, 2009 and ending on January 5, 2010, in each case prepared by the Loan Parties.

(d) the definition of "LIBO Rate" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

*"LIBO Rate"* means, with respect to any Interest Period an interest rate per annum equal to the product of (a) LIBOR in effect for such Interest Period for Dollars and (b) LIBOR Statutory Reserves.

(e) the definition of "Termination Date" set forth in Section 1.1 of the Credit Agreement is hereby amended by deleting the reference therein to "August 07, 2009" and replacing such reference with "January 08, 2010";

(f) Section 2.10(a)(i) of the Credit Agreement is hereby amended by deleting the reference therein to "10.00%" and replacing such reference with "5.00%";

(g) Section 2.10(a)(ii) of the Credit Agreement is hereby amended by deleting the reference therein to "11.00%" and replacing such reference with "7.00%";

(h) Section 2.12 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Holdings and the Borrower jointly and severally agree to pay to the Administrative Agent for the ratable benefit of all Lenders (a) all fees in the amounts and at the times set forth in the Fee Letter and (b) on the date of any Additional Loan drawn hereunder, a draw fee in an amount equal to 3.00% of the principal amount of such Additional Loan; *provided, however*, that the maximum amount of draw fees payable pursuant to this Section 2.12(b) shall be \$600,000."

(i) Section 3.3 of the Credit Agreement is hereby amended by adding the following paragraph (g):

“(g) There shall have been paid to the Administrative Agent, for the account of the Administrative Agent and the Lenders, as applicable, all fees due and payable on or before the date hereof (including any fees set forth in Section 2.12 and the Fee Letter) and all reasonable expenses due and payable on or before the date hereof in respect of which the Borrower shall have received a request on or prior to the date hereof.”

(j) Section 5.1(h) of the Credit Agreement is amended and restated in its entirety as follows:

(i) no later than March 10, 2009, an initial Estimated Cash Flow Statement for the 9 week period from April 08, 2009 to June 09, 2009 and no later than March 24, 2009, an Estimated Cash Flow Statement for the 9 week period from April 08, 2009 to June 09, 2009, which has been agreed by the Administrative Agent in writing, (ii) no later than May 12, 2009, an initial Estimated Cash Flow Statement for the 9 week period from June 10, 2009 to August 11, 2009, and no later than May 26, 2009, an Estimated Cash Flow Statement for the 9 week period from June 10, 2009 to August 11, 2009, which has been agreed by the Administrative Agent in writing, (iii) no later than July 31, 2009, an initial Estimated Cash Flow Statement for the 11 week period from August 12, 2009 to October 27, 2009 and no later than August 6, 2009, an Estimated Cash Flow Statement for the 11 week period from August 12, 2009 to October 27, 2009, which has been agreed by the Administrative Agent in writing and (iv) no later than October 12, 2009, an initial Estimated Cash Flow Statement for the 10 week period from October 28, 2009 to January 5, 2010 and no later than October 19, 2009, an Estimated Cash Flow Statement for the 10 week period from October 28, 2009 to January 5, 2010, which has been agreed by the Administrative Agent in writing.

(k) Section 6.1(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

*Minimum Consolidated Cumulative EBITDA* Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, permit the cumulative Consolidated EBITDA for the period commencing January 1, 2009 through the last Business Day of any month set forth below, to be, in each case, less than the amount set forth opposite such month:

<b>Month</b>	<b>Amount</b>
January 2009	<b>\$(2,029,000)</b>
February 2009	<b>\$1,482,000</b>
March 2009	<b>\$5,391,000</b>
April 2009	<b>\$9,377,000</b>
May 2009	<b>\$11,387,000</b>
June 2009	<b>\$15,219,000</b>
July 2009	<b>\$18,377,000</b>
August 2009	<b>\$22,675,000</b>
September 2009	<b>\$26,072,000</b>

<b>Month</b>	<b>Amount</b>
October 2009	<b>\$30,291,000</b>
November 2009	<b>\$34,276,000</b>
December 2009	<b>\$38,477,000</b>

(l) Section 6.7 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Each of the Borrower and Holdings will not, and will not permit any of its Subsidiaries to, directly or indirectly, make or commit the aggregate cumulative amount of Capital Expenditures made in any period set forth below to exceed the amount set forth opposite such period; *provided* that such amount for any relevant period shall be increased by an amount equal to the excess, if any, of such amount for the immediately preceding period over the actual amount of capital expenditures for such previous period:

<b>Test Period</b>	<b>Amount</b>
January 1, 2009 - March 31, 2009	\$3,500,000
April 1, 2009 - June 30, 2009	\$2,500,000
July 1, 2009 - September 30, 2009	\$1,000,000
October 1, 2009 - Termination Date	\$1,000,000

(m) Section 6.17 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) In the event that any Loans shall be outstanding, each of Holdings and the Borrower will not, and will not permit any of their respective Subsidiaries which are Loan Parties to hold or maintain Unrestricted Cash, in an aggregate amount at any time in excess of \$10,000,000 on Tuesday of each second calendar week, commencing with February 24, 2009.

(b) In the event that any Loans shall be outstanding, each of Holdings and the Borrower will not permit any of their respective Subsidiaries which are Foreign Subsidiaries to hold or maintain Unrestricted Cash, in an aggregate amount at any time in excess of \$9,000,000 on Tuesday of each second calendar week, commencing with February 24, 2009.

(n) The parenthetical set forth in clause (y) of Section 7.1(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following: "(including, without limitation the Borrower not submitting an Estimated Cash Flow Statement which has been agreed in writing by the Administrative Agent by March 24, 2009, May 26, 2009, August 6, 2009 and October 19, 2009, as applicable)".

## SECTION II. CONDITIONS TO EFFECTIVENESS

This Amendment and Waiver shall become effective as of the date hereof once this Amendment and Waiver shall have been executed and delivered by the Administrative Agent, the Lenders, the Borrower and each Loan Party (the date of satisfaction of such condition being referred to herein as the "Effective Date").

## SECTION III. ACKNOWLEDGMENT AND CONSENT

Each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement and this Amendment and Waiver and consents to the amendment and other modifications of the Credit Agreement effected pursuant to this Amendment and Waiver. Each Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all "Obligations" under each of the Loan Documents to which it is a party (in each case as such terms are defined in the applicable Loan Document).

Each Guarantor acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment and Waiver. Each Guarantor represents and warrants that after giving effect to the Specified Waiver all representations and warranties contained in the Credit Agreement and the Loan Documents to which it is a party or otherwise bound are true and correct in all material respects on and as of the Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date.

Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment and Waiver, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments or other modifications to the Credit Agreement effected pursuant to this Amendment and Waiver and (ii) nothing in the Credit Agreement, this Amendment and Waiver or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments or waivers with respect to the Credit Agreement.

## SECTION IV. MISCELLANEOUS

A. **Full Force and Effect.** Except as expressly provided by this Amendment and Waiver, the Credit Agreement and other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and reaffirmed. Except as expressly set forth in this Amendment and Waiver, no other terms and conditions of the Credit Agreement or any other Loan Document are hereby waived, amended, altered or otherwise modified. Except as expressly set forth in this Amendment and Waiver, the execution, delivery and effectiveness of this Amendment and Waiver shall not operate as a waiver of any right, power or remedy of any party under the Credit Agreement or any other Loan Document, nor

constitute a waiver of any provision of the Credit Agreement or any other Loan Document.

**B. GOVERNING LAW.** THIS AMENDMENT AND WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICT OF LAWS.

**C. WAIVER OF JURY TRIAL.** EACH OF THE PARTIES TO THIS AMENDMENT AND WAIVER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT AND WAIVER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**D. Integration.** This Amendment and Waiver (together with the other Loan Documents (each as amended, supplemented or otherwise modified from time to time)) sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto.

**E. No Amendment.** No term of this Amendment and Waiver may be waived, modified or amended except in a writing signed in accordance with Section 9.1 of the Credit Agreement.

**F. Waiver Limitation.** The Specified Waiver set forth herein shall be limited precisely as written and, except as set forth herein, shall not be deemed to (a) be a consent to any waiver of any term or condition or to any other amendment or modification of any term or condition of the Credit Agreement or any other Loan Document or (b) prejudice any right, power or remedy which the Administrative Agent, the Collateral Agent or any Lender now has or may have in the future under or in connection with the Credit Agreement or any other Loan Document.

**G. Execution in Counterparts.** This Amendment and Waiver may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Amendment and Waiver by signing any such counterpart. A facsimile or electronic mail transmission of this Amendment and Waiver bearing a signature on behalf of a party hereto shall be legal and binding on such party.

*[Remainder of this page intentionally left blank.]*

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

**BORROWER:**

**MERISANT COMPANY**

By: \_\_\_\_\_

Name:

Title:



**GUARANTORS :**

**MERISANT WORLDWIDE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MERISANT FOREIGN HOLDINGS 1,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MERISANT US, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**WHOLE EARTH SWEETENER  
COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**WHOLE EARTH FOREIGN  
HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**WAYZATA INVESTMENT PARTNERS LLC,**  
As Administrative Agent

By: \_\_\_\_\_  
Authorized Signatory