
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 4)***

Whole Earth Brands, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

96684W100
(CUSIP Number)

Sir Martin E. Franklin
500 South Pointe Drive, Suite 240
Miami Beach, Florida 33139
(786) 482-6333
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 12, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 96684W100

Page 2 of 7 Pages

| | | |
|---|--|--------------------------|
| 1 | NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) | |
| | Sir Martin E. Franklin | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) | |
| | OO | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |
| | <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION | |
| | United Kingdom | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER |
| | | 0 |
| | 8 | SHARED VOTING POWER |
| | | 8,905,223 |
| | 9 | SOLE DISPOSITIVE POWER |
| | | 0 |
| | 10 | SHARED DISPOSITIVE POWER |
| | | 8,905,223 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 8,905,223 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) | |
| | <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) | |
| | 20.7%* | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) | |
| | IN | |

* The percentage calculation is based on 43,073,205 (inclusive of 214,556 shares of Common Stock reserved for issuance upon vesting of restricted stock awards) shares of the Issuer's Common Stock issued and outstanding as of February 7, 2024.

SCHEDULE 13D

CUSIP No. 96684W100

Page 3 of 7 Pages

| | | |
|---|--|--------------------------|
| 1 | NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) | |
| | Martin E. Franklin Revocable Trust | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) | |
| | OO | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |
| | <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION | |
| | Florida | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER |
| | | 0 |
| | 8 | SHARED VOTING POWER |
| | | 8,905,223 |
| | 9 | SOLE DISPOSITIVE POWER |
| | | 0 |
| | 10 | SHARED DISPOSITIVE POWER |
| | | 8,905,223 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 8,905,223 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) | |
| | <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) | |
| | 20.7%* | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) | |
| | OO | |

* The percentage calculation is based on 43,073,205 (inclusive of 214,556 shares of Common Stock reserved for issuance upon vesting of restricted stock awards) shares of the Issuer's Common Stock issued and outstanding as of February 7, 2024.

SCHEDULE 13D

CUSIP No. 96684W100

Page 4 of 7 Pages

| | | |
|---|--|--------------------------|
| 1 | NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) | |
| | Sababa Holdings FREE LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) | |
| | OO | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) | |
| | <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION | |
| | Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER |
| | | 0 |
| | 8 | SHARED VOTING POWER |
| | | 8,905,223 |
| | 9 | SOLE DISPOSITIVE POWER |
| | | 0 |
| | 10 | SHARED DISPOSITIVE POWER |
| | | 8,905,223 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 8,905,223 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) | |
| | <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) | |
| | 20.7%* | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) | |
| | OO | |

* The percentage calculation is based on 43,073,205 (inclusive of 214,556 shares of Common Stock reserved for issuance upon vesting of restricted stock awards) shares of the Issuer's Common Stock issued and outstanding as of February 7, 2024.

Item 1. Security and Issuer.

This Amendment No. 4 (the "Amendment No. 4") is being jointly filed by Sir Martin E. Franklin ("Franklin"), the Martin E. Franklin Revocable Trust (the "Franklin Trust") and Sababa Holdings FREE LLC ("Sababa"), and together with Franklin and the Franklin Trust, collectively referred to as the "Reporting Persons") to amend the Statement on Schedule 13D, initially filed with the Securities and Exchange Commission on March 16, 2023 (the "Initial Filing") with respect to the common stock, par value \$0.0001 per share (the "Common Stock") of Whole Earth Brands, Inc., a Delaware corporation (the "Issuer"), as amended by Amendment No. 1 filed on June 21, 2023 ("Amendment No. 1"), Amendment No. 2 filed on June 26, 2023 ("Amendment No. 2") and Amendment No. 3 filed on August 15, 2023 ("Amendment No. 3") and together with the Initial Filing, Amendment No. 1 and Amendment No. 2, the "Statement"). The principal executive offices of the Issuer are located at 125 S. Wacker Drive, Suite 1250, Chicago, Illinois 60606. Unless specifically amended hereby, the disclosure set forth in the Statement shall remain unchanged. Capitalized terms used but not otherwise defined in this Amendment No. 4 shall have the meanings set forth in the Statement.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and supplemented by the information set forth in Item 4 of this Statement, which is incorporated herein by reference.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented to include the following:

Agreement of Merger

On February 12, 2024, the Issuer, Ozark Holdings LLC, a Delaware limited liability company ("Parent"), Sweet Oak Merger Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), entered into an Agreement of Merger (the "Merger Agreement"). Franklin is the controlling member of Sababa Partners II LLC, the entity which indirectly owns Parent ("Sababa II"). Upon the terms and subject to the conditions set forth in the Merger Agreement, upon the closing of the transaction, Merger Sub will merge with and into the Issuer (the "Merger"), with the Issuer surviving the Merger as a wholly-owned subsidiary of Parent. The disinterested members of the Board of Directors of the Issuer (the "Board"), acting in reliance upon the recommendation of a special committee of the Board, consisting solely of disinterested members of the Board, have (i) determined that the Merger Agreement and the transactions contemplated by the Merger Agreement (the "Transactions"), including the Merger, are fair to and in the best interests of the Issuer and the holders of Common Stock (other than the holders of Issuer Excluded Shares (as defined below)), (ii) approved and declared advisable the execution, delivery and performance of the Merger Agreement and the Transactions and (iii) resolved to recommend that the holders of Common Stock vote for the adoption and approval of the Merger Agreement and the Merger.

The purpose of the Transactions is for Parent to acquire all of the outstanding shares of Common Stock that the Reporting Persons do not own. If the Merger is consummated, the Issuer's Common Stock will cease to be registered under Section 12 of the Securities Exchange Act of 1934 and will be delisted from the Nasdaq Stock Market, and the Issuer will become a privately held subsidiary of Parent.

Subject to the terms and conditions of the Merger Agreement, at the effective time of the Merger (the "Effective Time") each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than (i) shares of Common Stock owned by the Issuer or any of its wholly owned subsidiaries or Parent or any of Parent's affiliates, including the Reporting Persons (collectively, "Issuer Excluded Shares") and (ii) dissenting Common Stock) will be converted into the right to receive cash consideration equal to \$4.875 per share of Common Stock (the "Per Share Merger Consideration"), as more thoroughly described in the Merger Agreement.

The Merger Agreement contains customary representations, warranties and covenants of the Issuer, Parent and Merger Sub, including, among others, covenants by the Issuer (i) to conduct its business in the ordinary course during the period between execution of the Merger Agreement and consummation of the Merger and (ii) not to engage in certain expressly enumerated transactions during such period. Under the terms of the Merger Agreement, the Issuer is subject to a customary "no-shop" provision that restricts the Issuer and its representatives from soliciting a Takeover Proposal (as defined in the Merger Agreement) from third parties or providing information to or participating in any discussions or negotiations with third parties regarding any Takeover Proposal. However, prior to the receipt of the requisite approval of the holders of Common Stock, the "no-shop" provision permits the Issuer, under certain circumstances and in compliance with certain obligations set forth in the Merger Agreement, to provide non-public information and engage in discussions and negotiations with respect to an unsolicited Takeover Proposal that would reasonably be expected to lead to a Superior Proposal (as defined in the Merger Agreement).

As promptly as possible following the date of the Merger Agreement, (i) the Issuer shall prepare and cause to be filed with the Securities and Exchange Commission (the "SEC") a proxy statement on Schedule 14A and (ii) the Issuer and Parent shall jointly prepare and cause to be filed with the SEC a Rule 13E-3 transaction statement on Schedule 13E-3 relating to the adoption of the Merger Agreement by the Issuer's stockholders.

Pursuant to the Merger Agreement, at the Effective Time, each (i) award of restricted Common Stock shall become immediately fully vested and treated as a share of Common Stock issued and outstanding immediately prior to the Effective Time, (ii) each restricted stock unit award with respect to shares of Common Stock shall become fully vested and, after giving effect to such vesting, automatically be cancelled and converted into the right to receive an amount in cash (less any applicable tax withholding) equal to (A) the total number of shares of Common Stock underlying such award, multiplied by (B) the Per Share Merger Consideration, and (iii) each performance-based restricted stock unit award with respect to shares of Common Stock shall become fully vested based on target level achievement of all performance targets (without application of any modifier) and, after giving effect to such vesting, automatically be cancelled and converted into the right to receive an amount in cash (less any applicable tax withholding) equal to (Y) the total number of shares of Common Stock underlying such award, multiplied by (Z) the Per Share Merger Consideration.

The consummation of the Merger is subject to customary conditions, including, among others, (i) the approval of the Merger by (a) the holders of a majority in voting power of the outstanding Common Stock, voting as a single class, and (b) the holders of sixty-six and two-thirds percent of the outstanding Common Stock not owned by Parent or any of Parent Affiliated Persons (as defined in the Merger Agreement), including the Reporting Persons (together, the “Requisite Vote”), (ii) the absence of any law or order prohibiting the consummation of the Merger, (iii) the expiration of any waiting period applicable to the consummation of the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of any approvals required by all other required clearances, consents and approvals from specified antitrust, foreign investment and other regulatory authorities, and (iv) other customary closing conditions relating to the representations, warranties and covenants of each of the Issuer, Parent and Merger Sub, as well as the absence of any Issuer Material Adverse Effect (as defined in the Merger Agreement).

The Merger Agreement contains certain termination rights for each of the Issuer and Parent, including (i) the right to terminate the Merger Agreement at any time prior to the Effective Time by the mutual written consent of Parent and the Issuer and (ii) the right of either party to terminate the Merger Agreement if (A) the Merger is not consummated on or before August 12, 2024 (the “Outside Date”), (B) any laws or governmental orders prohibit the consummation of the Merger, so long as the terminating party has not breached in any material respects its obligation to use its reasonable best effort to obtain any necessary governmental or contractual approvals required in connection with the Merger, and (C) the Requisite Vote is not obtained.

Parent has the further right to terminate the Merger Agreement at any time prior to the Effective Time if (a) prior to the time the Requisite Vote is obtained, the Board has withdrawn or modified in any manner adverse to Parent its approval or recommendation of the Merger in connection with a Superior Proposal (as defined in the Merger Agreement) (a “Change of Board Recommendation”) or (b) the Issuer shall have breached any of its representations, warranties, covenants or agreements contained in the Merger Agreement which would give rise to the failure of a closing condition and such breach is not capable of being cured prior to the Outside Date or has not been cured within thirty business days after notice of such breach is provided to Parent, so long as either of Parent or Merger Sub is not then in material breach of any representation, warranty, agreement or covenant contained in the Merger Agreement.

The Issuer has the further right to terminate the Merger Agreement at any time prior to the Effective Time if (x) prior to obtaining the Requisite Vote, the Board has determined to accept a Superior Proposal and enter into an Alternative Acquisition Agreement (as defined in the Merger Agreement) (an “Alternative Transaction”), (y) Parent shall have breached any of its representations, warranties, covenants or agreements contained in the Merger Agreement, which breach would give rise to a failure of a closing condition and such breach is not capable of being cured prior to the Outside Date or has not been cured within thirty business days after notice of such breach is provided to the Issuer, so as long as the Issuer is not then in material breach of any representation, warranty, agreement or covenant contained in the Merger Agreement (a “Parent Breach”), or (z) all of the closing conditions have been satisfied, the Issuer is prepared, willing and able to consummate the Merger, and Parent fails to consummate the Merger in accordance with the terms of the Merger Agreement (a “Parent Failure to Close”).

In the event that the Merger Agreement is terminated either (i) by the Issuer, in the event of an Alternative Transaction, or (ii) by Parent, in the event that a Change of Board Recommendation has occurred, then, in each instance, concurrently with any such termination, the Issuer has agreed to pay Parent a termination fee equal to \$20 million.

The Merger Agreement also provides that Parent is required to pay the Issuer a termination fee of \$40 million under certain specified circumstances, including a Parent Breach or a Parent Failure to Close (the "Parent Termination Fee").

If the Transactions are consummated, the directors of Merger Sub at the Effective Time and the officers listed on Exhibit C of the Merger Agreement shall be the directors and officers of the surviving corporation.

The foregoing summary of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit D, and incorporated by reference herein.

Conditional Contribution Agreement

On February 12, 2024, Sababa entered into an agreement (the "Conditional Contribution Agreement") with Marpet, the Franklin Trust, Sababa II and Sweet Oak Holdings LP, a newly formed Delaware limited partnership and a wholly owned subsidiary of Sababa II (the "Newco"), pursuant to which (i) effective as of the date thereof, the 50,000 shares of Common Stock held by Marpet were distributed to the Franklin Trust and such shares were then contributed by the Franklin Trust to Sababa (as a capital contribution) and (ii), effective on the closing date of the Merger and prior to the Effective Time, (x) the 8,905,223 shares of Common Stock held by Sababa (inclusive of the 50,000 shares of Common Stock contributed by the Franklin Trust) shall automatically be contributed by Sababa to Sababa II and immediately thereafter, (y) the 8,905,223 shares of Common Stock then held by Sababa II shall automatically be contributed to Newco (in consideration of the issuance by Newco of partnership interests in Newco to Sababa II). At the Effective Time, all 8,905,223 shares of Common Stock held by Newco will be cancelled and cease to exist, for no consideration.

The foregoing summary of the Conditional Contribution Agreement is qualified in its entirety by reference to the full text of the Conditional Contribution Agreement, a copy of which is attached hereto as Exhibit E, and incorporated by reference herein.

Equity Commitment Letter

Contemporaneously with the execution of the Merger Agreement, Newco and Parent entered into an Equity Commitment Letter, dated as of February 12, 2024 (the "Equity Commitment Letter"). Pursuant to the Equity Commitment Letter, Newco has committed to purchase, or cause to be purchased, directly or indirectly, at or prior to the Effective Time, securities of Parent for an aggregate purchase price in cash not to exceed \$300,000,000, subject to the terms and conditions set forth in the Equity Commitment Letter.

The commitment contemplated by the Equity Commitment Letter will be funded by Newco with the proceeds of an equity investment in Newco made by Rhône Partners VI L.P., a Cayman Islands limited partnership, Rhône Offshore Partners VI L.P., a Cayman Islands limited partnership, and Rhône Partners VI (DE) L.P, a Delaware limited partnership (collectively, the “Guarantors”) contemporaneously with the Closing, subject to the satisfaction of certain conditions precedent to such investment beyond the conditions set forth in the Merger Agreement.

Debt Commitment Letter

Pursuant to a commitment letter, dated February 12, 2024 (the “Debt Commitment Letter”) provided by Silver Point Finance, LLC (acting directly or indirectly through its parent or one or more of its direct or indirect affiliates, managed funds or accounts) and Fortress Credit Corp. on behalf of itself and/or as agent on behalf of one or more funds or accounts managed by affiliates of Fortress Credit Corp. (collectively, the “Initial Incremental Lenders”) to Parent, the Initial Incremental Lenders committed to provide, on the terms and subject to the conditions set forth in the Debt Commitment Letter, at or prior to the closing of the Merger, an incremental term loan facility of \$375,000,000, subject to certain customary conditions.

The foregoing summary of the Debt Commitment Letter is qualified in its entirety by reference to the full text of the Debt Commitment Letter, a copy of which is attached hereto as Exhibit F, and incorporated by reference herein.

Limited Guarantee

In connection with the Merger Agreement, Sababa and the Guarantors provided the Issuer with a Limited Guarantee, dated as of February 12, 2024 (the “Limited Guarantee”), in favor of the Issuer. The Limited Guarantee guarantees, among other things, the payment of the Parent Termination Fee and certain costs and expenses payable by Parent to the Issuer under the Merger Agreement in the event the Merger Agreement is terminated, upon the terms and subject to the conditions set forth in the Limited Guarantee.

The foregoing summary of the Limited Guarantee is qualified in its entirety by reference to the full text of the Limited Guarantee, a copy of which is attached hereto as Exhibit G, and incorporated by reference herein.

Letter Agreement

Contemporaneously with the execution of the Merger Agreement, the Issuer and the Reporting Persons entered into a Letter Agreement, dated as of February 12, 2024 (the “Letter Agreement”), pursuant to which, if the Merger Agreement is terminated in certain circumstances, (i) the Reporting Persons agreed not to nominate any candidate for election to the Board, or participate in any proxy solicitation related to the election of directors, at the 2024 annual

meeting of stockholders, (ii) the Issuer agreed to hold the 2024 and 2025 annual meetings of stockholders within the time frames set forth in the Letter Agreement, and (iii) the parties agreed to cooperate in connection with any stockholder communications, press releases and other public announcements regarding the termination.

The foregoing summary of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is attached hereto as Exhibit H, and incorporated by reference herein.

This Amendment No. 4 is not meant to be, nor should be construed as, an offer to buy or the solicitation of an offer to sell any of the Issuer's securities.

Item 5. Interest in Securities of the Issuer.

Paragraphs (a) – (b) of the Statement are hereby amended and restated in their entirety as follows:

- (a) – (b) All percentages above have been calculated based on 43,073,205 (inclusive of 214,556 shares of Common Stock reserved for issuance upon vesting of restricted stock awards) shares of Common Stock issued and outstanding as of February 7, 2024.

As of the date hereof, Franklin and the Franklin Trust beneficially own and have shared power to vote, or to direct the vote, and shared power to dispose, or to direct the disposition of an aggregate of 8,905,223 shares of Common Stock held by Sababa.

Paragraph (c) of the Statement is hereby amended by the addition of the following:

- (c) Effective as of February 12, 2024, (i) Marpet distributed 50,000 shares of Common Stock to Franklin Trust, and (ii) Franklin Trust contributed 50,000 shares of Common Stock to Sababa in exchange for limited liability interests in Sababa as consideration thereof.

Except as otherwise described herein, no other transactions were effected by the Reporting Persons in the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented by the information set forth above in Item 4 which is incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits.

Exhibit A – Joint Filing Agreement among the Reporting Persons, dated March 16, 2023 (incorporated by reference to Exhibit A to the Initial Filing filed by the Reporting Persons with respect to the Issuer on March 16, 2023).

Exhibit B – Nonbinding Proposal Letter delivered to the Executive Chairman of the Board of the Issuer, dated as of June 25, 2023 (incorporated by reference to Exhibit B to Amendment No. 2 filed by the Reporting Persons with respect to the Issuer on June 26, 2023).

Exhibit C – Confidentiality Agreement, dated as of August 14, 2023, between Sababa and the Issuer (incorporated by reference to Exhibit C to Amendment No. 3 filed by the Reporting Persons with respect to the Issuer on August 15, 2023).

Exhibit D – Merger Agreement, dated as of February 12, 2024, between Parent, Merger Sub and the Issuer (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on February 13, 2024).

Exhibit E – Conditional Contribution Agreement, dated as of February 12, 2024, between Marpet, the Franklin Trust, Sababa, and Newco.

Exhibit F – Debt Commitment Letter, dated as of February 12, 2024, between Parent, Sababa and the Initial Incremental Lenders.

Exhibit G – Limited Guarantee, dated as of February 12, 2024.

Exhibit H – Letter Agreement, dated as of February 12, 2024 between Franklin, the Franklin Trust, Sababa and the Issuer.

SIGNATURE

After reasonable inquiry and to the best of each of the Reporting Person's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 13, 2024

MARTIN E. FRANKLIN

By: /s/ Sir Martin E. Franklin

Name: Sir Martin E. Franklin

MARTIN E. FRANKLIN REVOCABLE TRUST

By: /s/ Sir Martin E. Franklin

Name: Sir Martin E. Franklin

Title: Settlor and trustee of the Martin E. Franklin
Revocable Trust

SABABA HOLDINGS FREE, LLC

By: /s/ Sir Martin E. Franklin

Name: Sir Martin E. Franklin

Title: Manager

CONDITIONAL CONTRIBUTION AGREEMENT
(Shares of Whole Earth Brands, Inc.)

This CONDITIONAL CONTRIBUTION AGREEMENT (as amended from time to time, this “**Agreement**”), is entered into effective as of February 12, 2024 (the “**Effective Date**”), by and among Marpet Capital, LLC, a Delaware limited liability company (“**Marpet**”), the Martin E. Franklin Revocable Trust under declaration of trust dated December 16, 2014 (the “**MEF Trust**”), Sababa Holdings FREE LLC, a Delaware limited liability company (“**Sababa FREE**”), Sababa Partners II LLC, a Delaware limited liability company (“**Sababa Partners II**”), and Sweet Oak Holdings LP, a Delaware limited partnership (“**Sweet Oak LP**” and collectively with Marpet, the MEF Trust, Sababa FREE and Sababa Partners II, the “**Parties**” and each, a “**Party**”).

RECITALS

WHEREAS, on the Effective Date, Ozark Holdings LLC, a Delaware limited liability company (“**Ozark**”) and an indirect wholly owned subsidiary of Sababa Partners II, is entering into the Agreement of Merger by and among Ozark, Sweet Oak Merger Sub LLC, a newly formed Delaware limited liability company (“**Merger Sub**”) and a wholly owned subsidiary of Ozark, and Whole Earth Brands, Inc., a Delaware corporation (“**WEB**”), providing for, among other things, the merger of Merger Sub with and into WEB (the “**WEB Merger**”), with WEB as the surviving company of the WEB Merger and a wholly owned subsidiary of Ozark (the “**WEB Merger Agreement**”);

WHEREAS, as of the Effective Date and immediately prior to giving effect to the Marpet Share Distribution (as defined below), Marpet is the record or beneficial owner of an aggregate of 50,000 shares of common stock of WEB (collectively, the “**Marpet WEB Shares**”);

WHEREAS, as of the Effective Date, the MEF Trust is a member of Marpet;

WHEREAS, as of the Effective Date, Sababa FREE is the record or beneficial owner of an aggregate of 8,855,223 shares of common stock of WEB (collectively, the “**Sababa FREE WEB Shares**” and together with the Marpet WEB Shares, the “**WEB Shares**”);

WHEREAS, as of the Effective Date, Sababa Partners II is the sole limited partner of Sweet Oak LP;

WHEREAS, pursuant to this Agreement, the Parties intend to provide for Sweet Oak LP to be the record or beneficial owner of the WEB Shares prior to the Effective Time (as defined in the Merger Agreement and hereinafter referred to as the “**Merger Effective Time**”);

WHEREAS, the WEB Shares (which, pursuant to this Agreement, will then be owned of record or beneficially by Sweet Oak LP) shall, at the Merger Effective Time pursuant to Article II of the Merger Agreement, be automatically canceled and shall cease to exist, and no consideration shall be paid in respect thereof; and

WHEREAS, immediately following the Merger Effective Time, automatically as a result of this Agreement and the WEB Merger, Sweet Oak LP shall become the indirect owner of one hundred percent of the outstanding shares of common stock of WEB.

NOW, THEREFORE, BE IT RESOLVED, that in order to implement the foregoing and in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DISTRIBUTION & CONTRIBUTION

Section 1.1. Automatic Distribution of the Marpet WEB Shares on the Effective Date. Upon the Effective Date, automatically without any action by the Parties, the Marpet WEB Shares shall be irrevocably distributed by Marpet to the MEF Trust (the “**Marpet Share Distribution**”), such that immediately following the consummation of the Marpet Share Distribution, the MEF Trust is the record or beneficial owner of the Marpet WEB Shares.

Section 1.2 Automatic Contribution of the Marpet WEB Shares on the Effective Date. Upon the Effective Date and immediately following the consummation of the Marpet Share Distribution, automatically without any action by the Parties, the Marpet WEB Shares shall be irrevocably contributed by the MEF Trust to Sababa FREE (in consideration of the issuance of limited liability company interests in Sababa FREE to the MEF Trust) (the “**MEF Trust Contribution**”), such that immediately following the consummation of the MEF Trust Contribution, Sababa FREE is the record or beneficial owner of the Marpet WEB Shares.

Section 1.3 Automatic Contribution of the WEB Shares to Sababa Partners II on the Merger Closing Date. Effective on the Closing Date (as defined in the Merger Agreement and hereinafter referred to as the “**Merger Closing Date**”) and prior to the Merger Effective Time, automatically and without any action by the Parties, the WEB Shares shall be irrevocably contributed by Sababa FREE to Sababa Partners II (in consideration of the issuance by Sababa Partners II of limited liability company interests in Sababa Partners II to Sababa FREE) (the “**Sababa FREE Contribution**”), such that immediately following the consummation of the Sababa FREE Contribution, Sababa Partners II is the record or beneficial owner of the WEB Shares.

Section 1.4 Automatic Contribution of the WEB Shares to Sweet Oak LP on the Merger Closing Date. Effective on the Merger Closing Date, immediately following the consummation of the Sababa FREE Contribution and prior to the Merger Effective Time, automatically and without any action by the Parties, the WEB Shares shall be irrevocably contributed by Sababa Partners II to Sweet Oak LP (in consideration of the issuance by Sweet Oak LP of partnership interests in Sweet Oak LP to Sababa Partners II) (the “**Sababa Partners II Contribution**”), such that immediately following the consummation of the Sababa Partners II Contribution, Sweet Oak LP is the record or beneficial owner of the WEB Shares.

ARTICLE II
REPRESENTATIONS & WARRANTIES

Section 2.1 Representations & Warranties. Each Party represents and warrants to the other Parties that:

(a) it is (i) a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, (ii) a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware or (iii) a trust formed in accordance with the terms of its trust agreement, validly existing and in good standing under the laws of State of Florida, as applicable;

(b) it has the requisite limited liability company, limited partnership or trust, as applicable, power and authority to execute, deliver and perform under this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary limited liability company, limited partnership or trust, as applicable, action on the part such Party;

(d) this Agreement constitutes the legal, valid and binding obligation of such Party and is enforceable against such Party in accordance with its terms; and

(e) such Party:

(i) in the case of Marpet, is the sole record or beneficial owner of the Marpet WEB Shares on the Effective Date and immediately prior to the consummation of the Marpet Share Distribution, free and clear of all liens, pledges, security interests, mortgages, and other possessory interests, conditional sale or other title retention agreements, assessments, easements, rights-of-way, covenants, restrictions, rights of first refusal, encroachments and other burdens, options or encumbrances of any kind (collectively, "**Liens**");

(ii) in the case of the MEF Trust, will be the sole record or beneficial owner of the Marpet WEB Shares (x) on the Effective Date and immediately following the consummation of the Marpet Share Distribution and (y) immediately prior to the consummation of the MEF Trust Contribution, in each case, free and clear of all Liens;

(iii) in the case of Sababa FREE, (x) is the sole record or beneficial owner of the Sababa FREE WEB shares on the Effective Date, (y) will be the sole record or beneficial owner of the Marpet WEB Shares on the Effective Date and immediately following the consummation of the MEF Trust Contribution and (z) will be the sole owner of the WEB Shares from and after the consummation of the MEF Trust Contribution through the Merger Closing Date and immediately prior to the consummation of the Sababa FREE Contribution, in each case, free and clear of all Liens;

(iv) in the case of Sababa Partners II, will be the sole record or beneficial owner of the WEB Shares on the Merger Closing Date (x) immediately following the consummation of the Sababa FREE Contribution and (y) immediately prior to the consummation of the Sababa Partners II Contribution, in each case, free and clear of all Liens; and

(v) in the case of Sweet Oak LP, will be the sole record or beneficial owner of the WEB Shares on the Merger Closing Date and immediately following the consummation of the Sababa Partners II Contribution, free and clear of all Liens.

ARTICLE III MISCELLANEOUS

Section 3.1 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement and each and every other provision of this Agreement shall continue in full force and effect.

Section 3.2 Entire Agreement; Successors & Assigns; Binding Effect. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and shall inure to the benefit of and be binding upon the Parties and upon their successors and permitted assigns or successors.

Section 3.3 Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by such Party.

Section 3.4 Notices. Except as otherwise provided in this Agreement, all notices, requests, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been duly given to a Party immediately when delivered by hand, if delivered personally, by courier or by facsimile, or three (3) business days after being deposited in the mail (registered or certified mail, postage prepaid, return receipt requested) properly addressed to such address as may be indicated from time to time by such Party.

Section 3.5 Amendment; Termination. Any modification, waiver or amendment of this Agreement or any provision hereof shall be effective only if in writing and signed each of the Parties. Notwithstanding any other provision of this Agreement to the contrary, the obligations and/or rights of any Party under Section 1.3 and Section 1.4, shall automatically terminate upon the termination of the WEB Merger Agreement in accordance with its terms.

Section 3.6 Assignment. No Party shall be permitted to assign any of such Party's respective rights, interests or obligations under this Agreement without the express written consent of the other Parties.

Section 3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules of such State, all rights and remedies being governed by said laws.

Section 3.8 Submission to Jurisdiction. To the fullest extent permitted by applicable law, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware (collectively with any appellate courts thereof, the “Courts”), in any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement, or to interpret, apply or enforce this Agreement, or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action, suit or proceeding except in the Courts, (b) agrees that any claim in respect of any such action, suit or proceeding may be heard and determined in the Courts, (c) waives any objection which it may now or hereafter have to the laying of venue of any such action, suit or proceeding in the Courts and (d) waives the defense of an inconvenient forum to the maintenance of any such action, suit or proceeding in the Courts. To the fullest extent permitted by applicable law, each of the Parties agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by any action, suit or proceeding on the judgment or in any other manner provided by applicable law. Each of the Parties irrevocably consents to service of process in the manner provided for notices in Section 3.4 or in any other manner permitted by applicable law.

Section 3.9 Waiver of Jury Trial. Each of the Parties acknowledges and agrees that any controversy directly or indirectly arising out of or relating to this Agreement, any document or certificate contemplated by this Agreement is likely to involve complicated and difficult issues and, therefore, it irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement. Each of the Parties certifies and acknowledges that (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver, (b) such Party has considered the implications of this waiver, (c) such Party makes this waiver voluntarily and (d) such Party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 3.9.

Section 3.10 Specific Performance. The Parties acknowledge and agree that (a) irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and (b) monetary damages would both be incalculable and an insufficient remedy for such failure or breach. It is accordingly agreed that, in addition to any other remedy they are entitled to at law or in equity, prior to the valid termination of this Agreement, each of the Parties shall, to the fullest extent permitted by applicable law, be entitled to seek specific performance and the issuance of immediate injunctive and other equitable relief to prevent breaches of this Agreement and to seek specifically to enforce the terms and provisions of this Agreement in the Courts, without the necessity of proving the inadequacy of money damages as a remedy, and, to the fullest extent permitted by applicable law, the Parties further waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties are entitled at law or in equity. Each of the Parties further agrees, to the fullest extent permitted by applicable law, that in the event of any action for specific performance in respect of such breach or violation, it will not assert the defense that a remedy at law would be adequate or that the consideration reflected in this Agreement was inadequate or that the terms of this Agreement were not just and reasonable

Section 3.11 Counterparts. This Agreement may be executed in one or more counterparts in which event all of said counterparts shall be deemed to be originals of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the Effective Date.

MARPET CAPITAL, LLC

By: /s/ Desiree DeStefano
Name: Desiree DeStefano
Title: Chief Financial Officer

**MARTIN E. FRANKLIN REVOCABLE TRUST under
declaration of trust dated December 16, 2014**

By: /s/ Sir Martin E. Franklin
Name: Sir Martin E. Franklin
Title: Settlor and Trustee

SABABA HOLDINGS FREE LLC

By: /s/ Sir Martin E. Franklin
Name: Sir Martin E. Franklin
Title: Manager

SABABA PARTNERS II LLC

By: MARIPOSA CAPITAL, LLC, its sole manager

By: /s/ Desiree DeStefano
Name: Desiree DeStefano
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the Effective Date.

SWEET OAK HOLDINGS LP

By: SWEET OAK GP LLC, its sole general partner

By: MARIPOSA CAPITAL, LLC, its sole manager

By: /s/ Desiree DeStefano

Name: Desiree DeStefano

Title: Chief Financial Officer

**SILVER POINT
FINANCE, LLC**
Two Greenwich Plaza, Suite 1
Greenwich, CT 06830

**FORTRESS
CREDIT CORP.**
1345 Avenue of the
Americas, 46th Floor
New York, NY 10105

CONFIDENTIAL

February 12, 2024

Ozark Holdings LLC
c/o Mariposa Capital LLC
500 South Pointe Drive, Suite 240
Miami Beach, FL 33139

Attention: Desiree DeStefano

Project Domino
Incremental Term Loan Facility Commitment Letter

Ladies and Gentlemen:

Reference is made to that certain Senior Secured Credit Agreement, dated as of July 1, 2016, among OZARK HOLDINGS LLC, a Delaware limited liability company (the “**Borrower**” or “**you**”), SABABA HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”), the other Guarantors party thereto from time to time, the lenders party thereto from time to time and BARCLAYS BANK PLC, as Administrative Agent, an L/C Issuer, Swingline Lender and Collateral Agent (the “**Administrative Agent**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time to, but not including, the date hereof, the “**Credit Agreement**”).

You have advised Silver Point Finance, LLC (acting directly or indirectly through its parent or one or more of its direct or indirect affiliates, managed funds or accounts) (“**SPC**”) and Fortress Credit Corp., on behalf of itself and/or as agent on behalf of one or more funds or accounts managed by affiliates of Fortress Credit Corp. (“**Fortress**”, and together with SPC, the “**Commitment Parties**”, “**we**” and “**us**”) that the Borrower intends to consummate the Transactions described in the Transaction Description attached hereto as Exhibit A (the “**Transaction Description**”). Capitalized terms used but not defined herein are used with the meanings assigned to them in the Transaction Description, the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the “**Term Sheet**”) or the Credit Agreement, as the context may require. This commitment letter, together with the Transaction Description, the Term Sheet and the Summary of Conditions attached hereto as Exhibit C, collectively, constitute the “**Commitment Letter**”.

1. Commitments, Titles and Roles.

In connection with the Transactions, (a) SPC is pleased to advise you of its commitment to provide up to 60% of the Incremental Term Loan Facility and (b) Fortress (together with SPC, the “**Initial Incremental Lenders**”) is pleased to advise you of its commitment to provide up to 40% of the Incremental Term Loan Facility, in each case, upon the terms and subject to the conditions expressly set forth in this Commitment Letter. The commitments of the Initial Incremental Lenders hereunder are several, and not joint.

It is agreed that SPC and Fortress will act as joint lead arrangers and joint bookrunners (in such capacity, each a **“Lead Arranger”** and collectively, the **“Lead Arrangers”**, it being understood and agreed that any reference herein to the “Commitment Parties”, “we” or “us” shall also include SPC and Fortress in their capacity as Lead Arrangers) for the Incremental Term Loan Facility. It is further agreed that SPC will have “left” placement (and will hold the roles and responsibilities conventionally understood to be associated with such placement) in any documentation used in connection with the Incremental Term Loan Facility, and any other Lead Arranger will have “right” placement in any such documentation. You agree that, in connection with the Incremental Term Loan Facility, no other agents or arrangers will be appointed and no other titles will be awarded unless you and we shall so agree.

2. Information.

You hereby represent and warrant that (with respect to such information relating to the Target prior to the Closing Date (as defined below), to your knowledge), (a) all written information, other than (i) any pro forma financial statements, forecasts and other projections delivered by you or on your behalf (the **“Projections”**) and (ii) forward-looking information and information of a general economic or general industry nature, that has been or will be made available to the Commitment Parties by you or any of your representatives on your behalf in connection with the transactions contemplated hereby (the **“Information”**), does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, and (b) the Projections that have been or will be made available to us by or on behalf of you in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time made and at the time furnished (it being recognized by the Commitment Parties that (i) such Projections are not to be viewed as facts or a guarantee of performance and are subject to significant uncertainties and contingencies many of which are beyond your control and (ii) no assurance can be given that any particular financial projections will be realized, and that actual results during the period or periods covered by any such Projections may differ from the projected results, and such differences may be material). You agree that if, at any time prior to the funding of the Incremental Term Loan Facility (such date of funding, the **“Closing Date”**), you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or Projections were being furnished and such representations and warranties in the first sentence of this paragraph were being made at such time, then you will (or, with respect to the Information and Projections relating to the Target prior to the Closing Date, will use commercially reasonable efforts to) promptly supplement the Information and the Projections so that such representations and warranties, as supplemented, are true and correct in all material respects, under those circumstances (or, in the case of Information and Projections relating to the Target prior to the Closing Date, to the best of your knowledge, such representations and warranties are true and correct in all material respects, under those circumstances) as of the Closing Date. In providing our commitment hereunder, we will be entitled to use and rely primarily on the Information and the Projections without independent verification thereof, and we do not assume responsibility for the accuracy or completeness of the Information or the Projections.

3. Fees.

As consideration for the commitments of the Initial Incremental Lenders hereunder, you agree to pay (or cause to be paid) the fees set forth in the fee letter dated the date hereof and delivered herewith with respect to the Incremental Term Loan Facility (the **“Fee Letter”**), if and to the extent due and payable. Once paid, such fees shall not be refundable except as otherwise set forth herein or therein or as otherwise agreed in writing by you and us.

4. Conditions.

The commitments of the Initial Incremental Lenders hereunder to fund the Incremental Term Loan Facility on the Closing Date are subject solely to the conditions set forth in Exhibit C hereto, and upon satisfaction (or waiver by the Commitment Parties) of such conditions, the initial funding of the Incremental Term Loan Facility shall occur; it being understood that there are no conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of this Commitment Letter, the Fee Letter and the Incremental Facilities Documentation, other than those that are expressly stated in Exhibit C to be conditions to the initial funding under the Incremental Term Loan Facility on the Closing Date.

Notwithstanding anything to the contrary in this Commitment Letter (including each of the exhibits attached hereto), the Fee Letter, the Incremental Facilities Documentation, the Credit Agreement or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations and warranties the making and accuracy of which shall be a condition to the availability of the Incremental Term Loan Facility on the Closing Date shall be (A) such of the representations and warranties made by, or with respect to, the Target in the Acquisition Agreement as are material to the interests of the Commitment Parties, but only to the extent that you or your affiliates have the right to terminate your (and/or their) obligations under the Acquisition Agreement or to decline to consummate the Acquisition in accordance with the terms of the Acquisition Agreement as a result of a breach of such representations and warranties in the Acquisition Agreement (to such extent, the “**Specified Acquisition Agreement Representations**”) and (B) the Specified Representations (modified as necessary to include (x) the execution and delivery of the Incremental Facilities Documentation and the performance of the Incremental Facilities Documentation and the Credit Agreement and (y) a representation as to the creation, validity and perfection of the security interests granted in the Collateral to be perfected on the Closing Date and (z) a representation as to the Solvency of the Borrower and its Subsidiaries (as opposed to only Restricted Subsidiaries)) and (ii) the terms of the Incremental Facilities Documentation shall be in a form such that they do not impair the availability of the Incremental Term Loan Facility on the Closing Date if the conditions set forth in Exhibit C hereto are satisfied (or waived). This paragraph, and the provisions herein, shall be referred to as the “**Certain Funds Provision**”.

It is hereby understood and agreed that (i) this Commitment Letter constitutes an LCA Election under the Credit Agreement, (ii) the date of the Acquisition Agreement shall be the LCA Test Date with respect to the Incremental Term Loan Facility in accordance with Section 1.08 of the Credit Agreement and (iii) the execution of this Commitment Letter by the Borrower constitutes a certification by the Borrower that, as of the LCA Test Date with respect to the Incremental Term Loan Facility, the Incremental Term Loan Facility is permitted to be incurred under clause (b)(x) of the definition of “Permitted Incremental Amount” in the Credit Agreement.

5. Indemnification; Expenses.

To induce the Commitment Parties to enter into this Commitment Letter and the Fee Letter and to proceed with the Incremental Facilities Documentation, you agree (a) to indemnify and hold harmless each Commitment Party, each of their respective affiliates, controlling persons and permitted successors and assigns and the respective directors, officers, employees, partners, advisors, agents and other representatives of each of the foregoing and their respective successors

and permitted assigns (each, an “*Indemnified Person*”) from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the transactions contemplated hereby, the Incremental Term Loan Facility, the contemplated uses of proceeds thereof, the Transactions or any related transaction or any claim, dispute, litigation, investigation or proceeding (a “*Proceeding*”) relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, the Target, your or their respective equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person within thirty (30) days of written demand for any reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending or providing evidence in or preparing to serve or serving as a witness with respect to, any of the foregoing (but limited, in the case of legal fees and expenses, to one counsel to such Indemnified Persons taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction and, in the case of an actual or perceived conflict of interest, one additional counsel to each group of similarly affected Indemnified Persons taken as a whole); *provided*, that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they arise from (i) the willful misconduct, bad faith or gross negligence of, or material breach of its obligations under this Commitment Letter or the Fee Letter by, such Indemnified Person (or any of its Related Indemnified Persons (as defined below)), in each case, as determined in a final, nonappealable judgment of a court of competent jurisdiction or (ii) any disputes solely among Indemnified Persons (other than any claims against any Commitment Party in its capacity as the Administrative Agent, an Initial Incremental Lender, a Lead Arranger or any similar role under the Incremental Term Loan Facility, as applicable) and not arising out of any act or omission of you, Mariposa, Target or any of your or their respective subsidiaries or affiliates and (b) whether or not the Closing Date occurs, to reimburse each Commitment Party and each of their respective affiliates for all reasonable and documented out-of-pocket expenses (including, but not limited to, reasonable and documented out-of-pocket due diligence expenses, travel expenses and reasonable and documented out-of-pocket fees, and limited, in the case of legal fees and expenses to charges and disbursements of one counsel to the Commitment Parties and, if reasonably necessary, one local counsel in any relevant jurisdiction, in each case, incurred in connection with the Incremental Term Loan Facility and any related documentation (including this Commitment Letter, the Fee Letter and the Incremental Facilities Documentation) or the administration, amendment, modification or waiver of any of the foregoing) within thirty (30) days of written demand (including documentation reasonably supporting in detail such request) (other than with respect to such fees and expenses paid on the Closing Date to the extent written demand including documentation reasonably supporting such request is provided at least two (2) business days prior to the Closing Date).

No person or entity a party hereto nor any Indemnified Person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, including, without limitation, SyndTrak, Intralinks, the internet, email or similar electronic transmission systems, in each case, except to the extent any such damages are found in a final non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of, or material breach of the obligations under this Commitment Letter or the Fee Letter, as applicable, by, such person or entity (or any of its Related Indemnified Persons); *provided* that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth herein if such damages are included in a third-party claim in connection with which such Indemnified Person is entitled to indemnification hereunder. None of the Indemnified Persons or you, Mariposa, or any of your or their respective affiliates or the respective directors, officers,

employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Fee Letter, the Incremental Term Loan Facility or the transactions contemplated hereby; *provided* that, nothing contained in this sentence shall limit your indemnification and reimbursement obligations to the extent expressly set forth herein if such indirect, special, punitive or consequential damages are included in any third party claims in connection with which such Indemnified Person is entitled to indemnification hereunder. Each Indemnified Person agrees to refund and return any and all amounts paid by you to such Indemnified Person to the extent any of the items in clause (a)(i) or (ii) of the immediately preceding paragraph occurs.

You shall not be liable for any settlement of any Proceeding (or expenses related thereto) effected without your consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent, or if there is a judgment by a court of competent jurisdiction against an Indemnified Person in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person to the extent and in the manner set forth above. You shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceeding against an Indemnified Person in respect of which indemnity could have been sought hereunder by such Indemnified Person unless (a) such settlement includes an unconditional release of such Indemnified Person (in form and substance reasonably satisfactory to such Indemnified Person) from all liability or claims that are the subject matter of such Proceeding, (b) such settlement does not include any statement as to any admission of fault or culpability by or on behalf of such Indemnified Person and (c) contains customary confidentiality provisions with respect to the form of such settlement.

For purposes hereof, a “**Related Indemnified Person**” of an Indemnified Person means (1) any controlling person or controlled affiliate of such Indemnified Person, (2) the respective directors, officers, partners, members or employees of such Indemnified Person or any of its controlling persons or controlled affiliates and (3) the respective agents or representatives of such Indemnified Person or any of its controlling persons or controlled affiliates, in the case of this clause (3), acting on behalf of or at the instructions of such Indemnified Person, controlling person or such controlled affiliate; *provided* that each reference to a controlled affiliate, director, officer or employee in this sentence pertains to a controlled affiliate, director, officer or employee involved in the negotiation of this Commitment Letter, the Fee Letter and the Incremental Facilities Documentation.

6. Sharing Information: Absence of Fiduciary Relationship: Affiliate Activities

You acknowledge that the Commitment Parties and their respective affiliates or managed funds may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other companies in respect of which you, Mariposa or the Target or your or their respective affiliates may have conflicting interests regarding the transactions described herein or otherwise. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies, except as otherwise permitted below. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, the Target and/or your or their respective affiliates confidential information obtained by us from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter or the Fee Letter, irrespective of whether we or our respective affiliates have advised or are advising you on other matters, (b) the Commitment Parties and their respective affiliates, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on our part, (c) you are capable of evaluating and understanding, and you understand and accept and agree that you are responsible for making your own independent judgment with respect to, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, the Fee Letter and the Term Sheet, (d) you have been advised that the Commitment Parties and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that no Commitment Party or any of its affiliates has any obligation to disclose such interests and transactions to you and/or your affiliates by virtue of any fiduciary, advisory or agency relationship, (e) you waive, to the fullest extent permitted by law, any claims you may have against us and our respective affiliates for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we and our respective affiliates shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your equityholders, employees or creditors and (f) you have consulted your own legal, accounting, regulatory, investment, tax and financial advisors to the extent you have deemed appropriate and you are not relying on the Commitment Parties for such advice and no Commitment Party shall have any responsibility or liability to you with respect thereto. Any review by us of the Borrower, the Target, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for our benefit and shall not be on behalf of you or any of your affiliates.

You further acknowledge that information and documents relating to the Incremental Term Loan Facility may be transmitted through SyndTrak, Intralinks, the internet, e-mail or similar electronic transmission systems and that Indemnified Persons shall not be liable for any damages arising from the unauthorized use or misuse by others of information or documents transmitted in such manner, except to the extent any such damages are found in a final and non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of, or material breach of the obligations under this Commitment Letter or Fee Letter by, any Indemnified Persons (or any of their Related Indemnified Persons).

7. Assignments, Amendment, Governing Law, Etc.

This Commitment Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void); *provided* that the Initial Incremental Lenders may assign their respective commitments hereunder to (x) any of their respective Affiliates or Approved Funds or (y) subject to the prior written consent of the Borrower (not to be unreasonably withheld, delayed or conditioned), to any of their respective limited partners and/or to one or more banks, financial institutions, funds or other entities engaged in the business of holding loans or securities (in each case, other than Excluded Lenders), it being understood that (i) the Initial Incremental Lenders shall not be relieved, released or novated from their obligations hereunder (including their obligation to fund their respective portion of the Incremental Term Loan Facility on the Closing Date) in connection with any assignment or participation of the Incremental Term Loan Facility, including their commitments in respect thereof, until after the Closing Date has occurred, (ii) no assignment or novation by any Initial Incremental Lenders shall become effective as between you and such Initial Incremental Lender with respect to all or any portion of

such Initial Incremental Lender's commitments in respect of the Incremental Term Loan Facility until the initial funding of the Incremental Term Loan Facility and (iii) unless you otherwise agree in writing, the Initial Incremental Lenders shall retain exclusive control over all rights and obligations with respect to their respective commitments in respect of the Incremental Term Loan Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. This Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons). Any and all services to be provided by the Commitment Parties hereunder may be performed and any and all of our respective rights hereunder may be exercised by or through any of our respective affiliates or branches, and, in connection with the provision of such services, we may exchange with such affiliates and branches information concerning you and the Target that may be the subject of the transactions contemplated by this Commitment Letter, and to the extent so employed, such affiliates and branches shall be entitled to the benefits afforded to us hereunder and shall be subject to the confidentiality obligations imposed on us hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature" and words of like import in this Commitment Letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration when interpreting, this Commitment Letter. Each Commitment Party may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the internet or the world wide web as we may choose, and circulate similar promotional materials after the Closing Date in the form of a case study, a "tombstone" or otherwise describing the names of you, the Target and your or their respective affiliates (or any of them), and the amount, type and closing date of such transactions, all at such Commitment Party's expense. This Commitment Letter and the Fee Letter (i) are the only agreements that have been entered into among the parties hereto with respect to the Incremental Term Loan Facility and the transactions contemplated hereby and (ii) supersede all prior and/or contemporaneous understandings, whether written or oral, between us and you with respect to the Incremental Term Loan Facility. **THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER OR THE FEE LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF OR THEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED THAT, NOTWITHSTANDING THE SENTENCE TO WHICH THIS PROVISION APPLIES AND THE GOVERNING LAW PROVISIONS OF THIS COMMITMENT LETTER AND THE FEE LETTER, IT IS UNDERSTOOD AND AGREED THAT (A) THE INTERPRETATION OF THE DEFINITION OF COMPANY MATERIAL ADVERSE EFFECT (AND**

WHETHER OR NOT A COMPANY MATERIAL ADVERSE EFFECT HAS OCCURRED), (B) THE DETERMINATION OF THE ACCURACY OF ANY SPECIFIED ACQUISITION AGREEMENT REPRESENTATION AND WHETHER AS A RESULT OF ANY INACCURACY THEREOF YOU OR YOUR APPLICABLE AFFILIATE HAS THE RIGHT TO TERMINATE YOUR OR THEIR OBLIGATIONS UNDER THE ACQUISITION AGREEMENT OR TO DECLINE TO CONSUMMATE THE ACQUISITION IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT AND (C) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT AND, IN ANY CASE, CLAIMS OR DISPUTES ARISING OUT OF ANY SUCH INTERPRETATION OR DETERMINATION OR ANY ASPECT THEREOF, IN EACH CASE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

8. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America, in each case, sitting in the Borough of Manhattan in New York City, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such suit, action or proceeding may be heard and determined only in such New York State court or, to the extent permitted by law, in such federal court, *provided* that suit for the recognition or enforcement of any judgment obtained in any such New York State or federal court may be brought in any other court of competent jurisdiction, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby in any such New York State court or in any such federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court, and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail addressed to you at the address above shall be effective service of process against you for any suit, action or proceeding brought in any such court.

9. Waiver of Jury Trial

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

10. Confidentiality.

This Commitment Letter and the Fee Letter are delivered to you on the understanding that neither this Commitment Letter, the Fee Letter nor any of their respective terms or substance, shall be disclosed, directly or indirectly, to any other person except (a) to you and Mariposa and your or their respective officers, directors, employees, members, partners, stockholders, attorneys, accountants, agents, advisors, co-investors, and affiliates, in each case, on a confidential and need-to-know basis, (b) to the Target and its officers, directors, employees, agents, attorneys, accountants, advisors, controlling persons and equity holders of each of the foregoing, on a confidential and need-to-know basis (*provided* that, until after the Closing Date, any disclosure of the Fee Letter or its contents to the Target or its officers, directors, employees, agents, attorneys, accountants, advisors, controlling persons and equity holders shall be redacted in respect of the amounts, percentages and basis points of compensation set forth therein, in each case, unless the Commitment Parties otherwise consent), (c) you may disclose and/or publicly file the Commitment Letter (which for the avoidance of doubt shall include the exhibits thereto) and their contents (but not the Fee Letter or the contents thereof, other than the existence thereof and the aggregate amount of the fees payable thereunder as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary) in connection with any public or regulatory filing requirement relating to the Transactions; provided, however, that you may disclose and/or publicly file the Fee Letter and the contents thereof if requested or required by the SEC in connection with any such public or regulatory filing; provided further, however, that you agree to use commercially reasonable efforts prior to such disclosure and/or filing of the Fee Letter to request that any such fees payable thereunder are accorded confidential treatment, (d) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process, or as requested by a governmental authority (in which case you agree, (x) to the extent permitted by applicable law, rule or regulation or such compulsory legal process, to use commercially reasonable efforts to inform us promptly thereof in advance of any such disclosure and (y) to use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment) and (e) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or Fee Letter. The restrictions on disclosure set forth in this paragraph (other than with respect to the Fee Letter and the contents thereof) shall expire and shall be of no further effect after the first anniversary of the date hereof.

We will treat as confidential all information provided to us by or on behalf of you, Mariposa or your or their respective affiliates and representative hereunder in connection with the Acquisition and the other Transactions and only use such information for the purposes of providing the services contemplated by this Commitment Letter and as consistent with the terms and conditions contained in that certain confidentiality agreement dated as of August 14, 2023 between Target and Sababa Holdings FREE, LLC and to which (x) SPC is subject pursuant to that certain joinder letter dated as of December 14, 2023 and (y) Fortress is subject pursuant to that certain acknowledgement re disclosure of confidential information, dated December 5, 2023, between Fortress Investment Group LLC and Sababa Holdings FREE, LLC; *provided* that nothing herein shall prevent us from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case we agree, to the extent permitted by applicable law or such compulsory legal process, to inform you promptly thereof prior to such disclosure), (b) upon the request or demand of any governmental, regulatory or self-regulatory authority having jurisdiction over us or any of our respective affiliates or upon the good faith determination by counsel that such information should be disclosed in light of ongoing oversight or review of us or our respective affiliates by any governmental or regulatory authority having jurisdiction over us or our respective affiliates (in which case we shall, except with respect to any audit or examination

conducted by accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent lawfully permitted to do so), (c) to the extent that such information becomes publicly available other than by reason of disclosure by us (or any of our respective officers, directors, employees, legal counsel, auditors, professionals or agents) in violation of this or any other agreement to which we are a party, (d) to our respective affiliates and to our and their respective employees, legal counsel, independent auditors and other experts or agents on a “need-to-know” basis and who are informed of the confidential nature of such information and agree to keep information of this type confidential, (e) to assignees or participants or potential assignees or participants and actual and potential swap counterparties who, in each case, agree to be bound by the terms of this paragraph or substantially similar confidentiality provisions, (f) to the extent permitted by Section 7, (g) for purposes of establishing a “due diligence” defense, (h) to the extent that such information is received by us from a third party that is not known by us to be subject to confidentiality obligations to you or your affiliates, (i) to enforce our respective rights hereunder and/or under the Fee Letter, (j) to the extent that such information is independently developed by us or any of our respective affiliates without the use of confidential information and (k) to the extent you shall have consented to such disclosure in writing. Our obligations under this Section 10 shall automatically terminate on the earlier of (i) the Closing Date or (ii) one (1) year after the date hereof.

11. Surviving Provisions.

The provisions of this Section 11 and the reimbursement, indemnification, confidentiality, jurisdiction, governing law, service of process, venue, waiver of jury trial and fees provisions contained herein, the Fee Letter and the provisions of Section 7 of this Commitment Letter shall remain in full force and effect regardless of, as applicable, whether definitive financing documentation shall be executed and delivered in connection with the Incremental Term Loan Facility and notwithstanding the termination of this Commitment Letter or the commitments hereunder; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality as set forth in Section 10 above (which shall remain in full force and effect), shall, to the extent covered by the Incremental Facilities Documentation, automatically terminate and be superseded by the applicable provisions in the Incremental Facilities Documentation upon the Closing Date.

12. PATRIOT Act Notification.

We hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L.107-56 (signed into law October 26, 2001) (as amended, the “*PATRIOT Act*”) and the requirements of the beneficial ownership certification required by 31 C.F.R. §1010.230 (the “*Beneficial Ownership Regulation*”), each of the Commitment Parties is required to obtain, verify and record information that identifies the Borrower and each guarantor of the Incremental Term Loan Facility, which information includes the name, address, tax identification number and other information regarding the Borrower and each guarantor of the Incremental Term Loan Facility that will allow such Commitment Party to identify the Borrower and each guarantor of the Incremental Term Loan Facility in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and the Beneficial Ownership Regulation and is effective as to the Commitment Parties.

13. Acceptance and Termination.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and the Fee Letter by returning to us executed counterparts hereof and thereof not later than 11:59 p.m., New York City time, on February 12, 2024. The Commitment Parties' commitments hereunder and agreements contained herein will expire at such time in the event that the Commitment Parties have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that (x) the initial borrowings in respect of the Incremental Term Loan Facility do not occur on or before 11:59 p.m., New York City time, on the date that is on or prior to five business days after the Outside Date (as defined in the Acquisition Agreement as in effect on the date hereof and after giving effect to any extensions thereof up to November 12, 2024), (y) the transactions contemplated by the Acquisition Agreement are consummated without use of the Incremental Term Loan Facility or (z) the Acquisition Agreement has been validly terminated prior to the consummation of the transactions contemplated by the Acquisition Agreement, then this Commitment Letter and the commitments and undertakings of the Commitment Parties hereunder shall automatically terminate without further action or notice, unless the Commitment Parties shall, in their sole discretion, agree to an extension in writing. Notwithstanding anything in this paragraph to the contrary, the termination of any commitment pursuant to this paragraph does not prejudice our or your rights and remedies in respect of any breach of this Commitment Letter.

This Commitment Letter replaces and supersedes in its entirety that certain commitment letter, dated January 12, 2024 (the "**Original Commitment Letter**"), by and between you and SPC. The parties acknowledge and agree that the Original Commitment Letter is superseded hereby in its entirety by this Commitment Letter and is of no force and effect.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the Incremental Term Loan Facility contemplated hereby.

Very truly yours,

SILVER POINT FINANCE, LLC

By /s/ Stacey Hatch

Name: Stacey Hatch

Title: Authorized Signatory

[Signature Page to Project Domino Commitment Letter]

FORTRESS CREDIT CORP., on behalf of itself and/or as agent on behalf of one or more funds or accounts managed by affiliates of Fortress Credit Corp.

By: /s/ Dustin Schiavi
Name: Dustin Schiavi
Title: Authorized Signatory

[Signature Page to Project Domino Commitment Letter]

Accepted and agreed to as of the date first above written:

Ozark Holdings LLC

By /s/ Desiree DeStefano
Name: Desiree DeStefano
Title: Chief Financial Officer

[Signature Page to Project Domino Commitment Letter]

Project Domino
Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

The Borrower has entered into that certain Agreement and Plan of Merger, dated as of February 12, 2024 (together with all exhibits, schedules and other disclosure letters thereto, collectively, as modified, amended, supplemented, consented to or waived, the "**Acquisition Agreement**"), with Whole Earth Brands, Inc., a Delaware corporation (the "**Target**" and, together with its subsidiaries, the "**Target Companies**"). Pursuant to the Acquisition Agreement, a wholly owned subsidiary of the Borrower will merge with and into the Target (the "**Merger**"), with the Target surviving as a wholly owned subsidiary of the Borrower. As a result of the Merger, the Borrower will acquire all of the outstanding equity interests of the Target (the "**Acquisition**"), other than the shares of common stock of the Target currently owned by Sababa Holdings FREE LLC, ("**Sababa Holdings FREE**") and Marpet Capital, LLC ("**Marpet Capital**"), affiliates of the Borrower, which shares will be contributed to the Borrower in a series of transactions, as described below.

In connection with the foregoing, it is intended that:

- a) The Borrower will obtain a senior secured first lien term loan facility (the "**Incremental Term Loan Facility**") described in Exhibit B to the Commitment Letter in an aggregate principal amount of \$375.0 million, which will be provided under the Credit Agreement.
- b) Each of Sababa Holdings FREE and Marpet Capital will contribute the shares of common stock of the Target currently held by it to Sababa Partners II LLC ("**SP II**"). SP II will form Sweet Oak Holdings LP, a Delaware limited partnership ("**Newco**"), and will contribute to Newco (i) the shares of common stock of the Target received by SP II from Sababa Holdings FREE and Marpet Capital and (ii) all of the equity interests in Holdings currently held by SP II.
- c) Rhône Capital VI L.P. will, directly or indirectly through its affiliates or affiliated funds, make a cash equity contribution to Newco, which in turn will (i) make a cash equity contribution to Holdings (with all contributions to Holdings to be in the form of common equity; *provided* that any such contributions in a form other than common equity shall be reasonably satisfactory to the Commitment Parties) in an aggregate amount equal to \$300.0 million (or such lesser amount (but not less than \$275.0 million), *so long as* (x) cash on hand of the Borrower as of the Closing Date (after giving effect to the Transactions) is not less than \$35.0 million, (y) the Consolidated Leverage Ratio (as defined in the Credit Agreement) shall not exceed 4.10:1.00 as determined on a Pro Forma Basis after giving effect to the Transactions and (z) Consolidated EBITDA (as defined in the Credit Agreement) shall be equal to or greater than \$167.0 million as determined on a Pro Forma Basis as of the Closing Date after giving effect to the Transactions (it being agreed that for purposes of calculating Consolidated EBITDA, the aggregate amount of synergies and other adjustments pursuant to clause (vi) of the definition thereof shall not exceed \$21.5 million in the aggregate, with the requirements of this parenthetical being referred to herein as the "**Minimum Equity Reduction Conditions**")) (the "**Minimum Equity Contribution**") and (ii) contribute to Holdings the shares of common stock of the Target received by Newco from SP II.

d) Holdings will (i) make a cash equity contribution to the Borrower in an aggregate amount equal to at least the Minimum Equity Contribution and (ii) contribute to the Borrower the shares of common stock of the Target received by Holdings from Newco; *provided* that, on the Closing Date, after giving effect to the transactions contemplated hereby, SP II shall, directly or indirectly, beneficially own at least a majority of the outstanding voting interests of Holdings.

e) Immediately after giving effect to the Acquisition, the principal, accrued and unpaid interest, fees, premium, if any, and other amounts (other than contingent obligations not then due and payable and that by their terms survive the termination of the Existing Company Credit Agreement (as defined below)] under that certain Amended and Restated Loan Agreement, dated as of February 5, 2021 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “*Existing Company Credit Agreement*”), by and among the Target, the guarantors party thereto, the financial institutions party thereto and Toronto Dominion (Texas) LLC as administrative agent, will be repaid in full in connection with the other Transactions and all commitments to extend credit under the Existing Company Credit Agreement will be terminated and any security interests and guarantees in connection therewith shall be terminated and/or released (the foregoing transactions, the “*Refinancing*”).

The Proceeds of the Incremental Term Loan Facility and cash on hand at the Borrower and its subsidiaries on the Closing Date will be applied to pay (i) the cash portion of the consideration payable to the Target’s shareholders pursuant to the Acquisition Agreement, (ii) the fees and expenses incurred in connection with the Transactions (such fees and expenses, the “*Transaction Costs*”) and (iii) for the Refinancing.

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the “*Transactions*”.

Project Domino
Summary of Conditions Precedent

Subject in all respect to the Certain Funds Provisions, the availability of the Incremental Term Loan Facility shall be subject solely to the satisfaction or waiver by the Commitment Parties of the following conditions precedent. Capitalized terms used but not defined in this Exhibit C shall have the respective meanings set forth in the Commitment Letter to which this Exhibit C is attached, including any other exhibits or attachments thereto. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit C shall be determined by reference to the context in which it is used.

1. With respect to the Incremental Term Loan Facility, the execution and delivery by Holdings, the Borrower and the Guarantors of the Incremental Facilities Documentation consistent with the Commitment Letter and the Term Sheet shall have occurred.
2. The Acquisition shall have been consummated, or shall be consummated substantially concurrently with the initial borrowing under the Incremental Term Loan Facility, in all material respects in accordance with the terms of the Acquisition Agreement. No provision of the Acquisition Agreement shall have been amended or waived, nor shall any consent have been given, by the Borrower or any of its affiliates in a manner materially adverse to the Initial Incremental Lenders (in their capacity as such) without the consent of the Commitment Parties (such consent not to be unreasonably withheld, delayed or conditioned); *provided*, further, that (a) any reduction in the purchase price (or amendment to the Acquisition Agreement related thereto) in connection with the Acquisition shall not be deemed to be materially adverse to the interests of the Initial Incremental Lenders and the Commitment Parties to the extent it is applied (x) first, to reduce the Equity Contribution to be an amount no less than the Minimum Equity Contribution and (y) thereafter, to reduce the Equity Contribution and the amount of the commitments in respect of the Incremental Term Loan Facility, on a pro rata basis, (b) any increase in the purchase price shall not be deemed to be materially adverse to the interests of the Initial Incremental Lenders and the Commitment Parties if such increase is funded with an increase in the Equity Contribution and (c) any change to the definition of “Material Adverse Effect” (as defined in the Acquisition Agreement as in effect on the date hereof) shall be deemed materially adverse to the Initial Incremental Lenders and the Commitment Parties and shall require the consent of the Lead Arrangers (not to be unreasonably withheld, delayed, denied or conditioned).
3. The Equity Contribution shall have been consummated, or on the Closing Date substantially concurrently with the initial borrowing under the Incremental Term Loan Facility, shall be consummated, in an amount not less than the Minimum Equity Contribution (as such amount may be modified pursuant to condition paragraph 2 above). If the Minimum Equity Contribution shall be less than \$300.0 million (but, for the avoidance of doubt, not less than \$275.0 million), the Borrower shall deliver an officer’s certificate with calculations in reasonable detail demonstrating that the Minimum Equity Reduction Conditions are satisfied.
4. The Initial Incremental Lenders shall have received copies of: (a) audited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of the Target Companies (i) for the fiscal years ending December 31, 2021 and December 31, 2022 and (ii) for the most recently completed fiscal year (but only to the extent the Closing Date is more than 90 days after such fiscal year end) and (b) unaudited consolidated balance sheets and related statements of income, stockholders’ equity and cash flows of the Target Companies (i) for fiscal quarter ended September 30, 2023 and (ii) for each

subsequent fiscal quarter (other than the fourth fiscal quarter of any fiscal year but only to the extent the Closing Date is more than 45 days after such fiscal quarter end). The Initial Incremental Lenders hereby acknowledge that (x) they have received the financial statements described in clauses (a)(i) and (b)(i) above and (y) the obligation to deliver the foregoing shall only apply to publicly available information.

5. The Borrower shall provide the Commitment Parties with a customary pro forma unaudited consolidated balance sheet and related pro forma unaudited consolidated statement of operations of the Borrower and its restricted subsidiaries as of and for periods necessary to create a consolidated pro forma statement of operations for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days (or 90 days in case such four-fiscal quarter period is the end of the Borrower's fiscal year) prior to the Closing Date, prepared in good faith after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of operations).

6. The Administrative Agent and the Commitment Parties shall have received the following (the "**Closing Deliverables**"): (a) customary legal opinions of counsel to the Borrower and the Guarantors and the Target and the Target Companies that become Guarantors on the Closing Date (limited, in the case of local counsel, to local counsel to the Target and Target Companies that become Guarantors on the Closing Date, as applicable), (b) customary evidence of authority, (c) a customary secretary's certificate, (d) good standing certificates (to the extent applicable) in the respective jurisdictions of organization of the Borrower and the Target and the Target Companies that become Guarantors on the Closing Date, (e) a solvency certificate (substantially in the form of Exhibit F attached to the Credit Agreement), (f) a customary borrowing notice at least three (3) business days prior to the Closing Date and (g) a customary reaffirmation agreement executed by the Borrower and the existing Guarantors.

7. To the extent required by the Incremental Facilities Documentation and subject to the Certain Funds Provision, all documents and instruments required to create the guarantees to be granted by the Target and the Target Companies, and to create and perfect the Administrative Agent's security interests in the Collateral to be granted by the Target and the Target Companies shall have been executed and delivered and, if applicable, be in proper form for filing; *provided* that any such documents and instruments with respect to any such Target Companies that are Foreign Subsidiaries may be delivered on or prior to the date that is thirty (30) business days after the Closing Date (or such later date as may be agreed by the Commitment Parties).

8. The Commitment Parties shall have received at least two (2) business days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors required under applicable "know your customer" and applicable anti-money laundering rules and regulations (including the PATRIOT Act) that has been reasonably requested by the Commitment Parties in writing at least ten (10) business days prior to the Closing Date. At least two (2) business days prior to the Closing Date, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, then the Borrower shall have delivered to the Administrative Agent and the Commitment Parties a certification in relation to the Borrower regarding individual beneficial ownership solely to the extent required by the Beneficial Ownership Regulation.

9. All fees and expenses (in the case of expenses, to the extent invoiced at least three (3) business days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower)), required to be paid to the Commitment Parties on the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial borrowing under the Incremental Term Loan Facility.

10. The Specified Representations shall be true and correct in all material respects on the Closing Date (without duplication of materiality qualifiers) (unless such Specified Representations relate to an earlier date, in which case, such Specified Representations shall have been true and correct in all material respects as of such earlier date (without duplication of materiality qualifiers)).

11. The Specified Acquisition Agreement Representations shall be true and correct in all material respects on the Closing Date (without duplication of materiality qualifiers), but only to the extent that the Borrower (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its (or such affiliates') obligations under the Acquisition Agreement, or to decline to consummate the Acquisition (in each case, in accordance with the terms thereof) as a result of a breach of such Specified Acquisition Agreement Representations.

12. There shall not have occurred since the date of the Acquisition Agreement any Company Material Adverse Effect (as defined in the Acquisition Agreement).

13. No Default or Event of Default under the Credit Agreement shall have occurred and is continuing.

14. The Refinancing shall have been consummated substantially concurrently with the initial borrowing under the Incremental Term Loan Facility.

LIMITED GUARANTEE

This LIMITED GUARANTEE, dated as of February 12, 2024 (this "Limited Guarantee"), is made by each of (i) Sababa Holdings FREE, LLC, a Delaware limited liability company (the "Parent Guarantor"), (ii) (A) Rhône Partners VI L.P., a Cayman Islands limited partnership, (B) Rhône Offshore Partners VI L.P., a Cayman Islands limited partnership, and (C) Rhône Partners VI (DE) L.P., a Delaware limited partnership (each, a "Rhône Guarantor" and, collectively, the "Rhône Guarantors" and, together with the Parent Guarantor, collectively, the "Guarantors"), in favor of Whole Earth Brands, Inc., a Delaware corporation (the "Company" or "Guaranteed Party"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Merger Agreement (as defined below).

1. Limited Guarantee. To induce the Guaranteed Party to enter into that certain Agreement of Merger, dated as of the date hereof, entered into by and among the Guaranteed Party, Ozark Holdings, LLC, a Delaware limited liability company ("Parent"), and Sweet Oak Merger Sub, LLC, a Delaware limited liability company ("Merger Sub") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), each Guarantor hereby absolutely, unconditionally and irrevocably, severally (but not jointly or jointly and severally), guarantees to the Guaranteed Party, subject to the Cap (as defined below), the due and punctual payment and discharge of such Guarantor's respective percentage, as set forth opposite such Guarantor's name on Schedule A hereto (such Guarantor's "Maximum Guarantor Percentage") of Parent's obligations with respect to (a) the Parent Termination Fee, if, as and when due pursuant to, and in accordance with, the terms and conditions of Section 7.6(c) of the Merger Agreement, (b) the Enforcement Expenses, to the extent payable by Parent to the Company pursuant to, and in accordance with, Section 7.6(c) of the Merger Agreement, and (c) any reimbursement and/or indemnification obligations that may arise pursuant to Section 5.14 or Section 5.20(c) of the Merger Agreement, subject to the limitations set forth therein (the obligations described in clauses (b) and (c) above, collectively, the "Expense Obligations" and, together with the obligation described in clause (a) above, collectively, the "Obligations"); provided that in no event shall the maximum amount of any Guarantor's aggregate liability under this Limited Guarantee exceed an amount equal to such Guarantor's Maximum Guarantor Percentage of the sum of (x) the Parent Termination Fee and (y) the Expense Obligations (such maximum aggregate amount, the "Cap"). Notwithstanding anything to the contrary in this Limited Guarantee, the Merger Agreement or any other agreement, the Guaranteed Party hereby agrees that, in each instance except in the case of fraud or Willful and Material Breach of the Merger Agreement by Parent or Merger Sub, in no event shall any Guarantor be required to pay any amount to the Guaranteed Party or any Affiliate thereof under, in respect of, or in connection with this Limited Guarantee, the Merger Agreement or any other agreement, in excess of such Guarantor's Maximum Guarantor Percentage of the Cap, and that none of the Guarantors shall have any liability or obligation to any Person relating to, arising out of, or in connection with this Limited Guarantee, the Merger Agreement, or any other agreement, other than as expressly set forth herein. The parties hereto agree that, in each instance except in the case of fraud or Willful and Material Breach of the Merger Agreement by Parent or Merger Sub, this Limited Guarantee may not be enforced without giving effect to the Cap and the immediately preceding sentence. The Guaranteed Party may, in its sole discretion, bring and prosecute a separate action against each Guarantor for the amount of such Guarantor's Maximum Guarantor Percentage of the Obligations (subject to the Cap). The Guaranteed Party covenants and agrees that it and its Affiliates shall not, in each instance except in the case of fraud or Willful and Material Breach of the Merger Agreement by Parent or Merger Sub, commence any legal proceeding, directly or indirectly, asserting that any Guarantor is liable for an aggregate amount in excess of its respective Maximum Guarantor Percentage of the Cap. The guarantee by the Guarantors of the Obligations under this Limited Guarantee may be enforced for the payment of money only; the Parent Guarantor covenants and agrees that it and its Affiliates shall not sell any Company Common Stock in order to fund their Obligations hereunder. All payments hereunder shall be made in lawful money of the United States, in immediately available funds within two (2) Business Days of payment becoming due under the Merger Agreement.

2. Nature of Guarantee. The Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Obligations hereunder. This Limited Guarantee is an unconditional guarantee of payment and not of collection. Notwithstanding any other provision of this Limited Guarantee or the Merger Agreement to the contrary, the Guaranteed Party hereby covenants and agrees that each Guarantor may assert, as a defense to such payment or performance by such Guarantor under this Limited Guarantee, or as an affirmative claim against the Guaranteed Party or its Affiliates, (a) any rights, remedies, set-offs and defenses that Parent could assert pursuant to the terms of the Merger Agreement or pursuant to any applicable Laws in connection therewith (other than any such rights, remedies, set-offs and defenses arising out of, due to, or as a result of, the insolvency or bankruptcy of Parent), and (b) any breach by the Guaranteed Party of this Limited Guarantee.

3. Changes in Obligations: Certain Waivers

(a) Each Guarantor hereby agrees that the Guaranteed Party may, at any time and from time to time, without notice to or further consent of any Guarantor, extend the time of payment of the Obligations, and may also enter into any agreement with Parent (in each case, in accordance with the terms of the Merger Agreement) for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, without in any way impairing or affecting the Obligations under this Limited Guarantee. Each Guarantor hereby agrees that the Obligations hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure of the Guaranteed Party to commence any formal legal proceeding or demand or to enforce any right or remedy against Parent, Merger Sub or any other Person interested in the transactions contemplated by the Merger Agreement, (ii) any change in the time, place, manner of payment of the Obligations, (iii) the addition, substitution or release of any Person now or hereafter liable with respect to the Obligations, to or from this Limited Guarantee, the Merger Agreement, or any related agreement or document, (iv) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other Person interested in the transactions contemplated by the Merger Agreement, (v) the existence of any claim, set-off or other right which any Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether relating to, arising out of, or in connection with the Obligations or otherwise (other than those described in the last sentence of Section 2 hereof), or (vi) the adequacy of any other means the Guaranteed Party may have of obtaining payment of the Obligations.

(b) To the fullest extent permitted by applicable Law, each Guarantor hereby expressly waives any and all rights or defenses arising by reason of any applicable Law which would otherwise require any election of remedies by the Guaranteed Party. Each Guarantor hereby expressly waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the Obligations incurred and all other notices of any kind (except for notices to be provided pursuant to this Limited Guarantee or to Parent or Merger Sub (and their counsel) in accordance with the Merger Agreement), all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar applicable Law now or hereafter in effect, any right to require the marshalling of assets of Parent or any other Person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally. Notwithstanding anything to the contrary contained in this Limited Guarantee, the Guaranteed Party hereby agrees that to the extent that Parent or Merger Sub is relieved of any of its obligations and liabilities under the Merger Agreement (other than due to, in connection with, or as a result of, the insolvency or bankruptcy of Parent or Merger Sub) in accordance with the terms of the Merger Agreement, each Guarantor shall be similarly relieved of the Obligations under this Limited Guarantee, on a pro-rata basis based on their respective Maximum Guarantor Percentages. The Guaranteed Party hereby acknowledges and agrees that any payment made by or on behalf of Parent to the Guaranteed Party with respect to an Obligation shall reduce the Obligations of the Guarantors on a dollar-for-dollar basis under this Limited Guarantee accordingly, on a pro-rata basis based on their respective Maximum Guarantor Percentages.

(c) The Guaranteed Party hereby covenants and agrees that it shall not institute, assert or pursue, and shall cause its Affiliates not to institute, assert or pursue: (i) any legal proceeding that the provisions of Section 1 hereof limiting any Guarantor's, or the Guarantors' collective, aggregate liability or the provisions of Sections 8 or 9 hereof are illegal, invalid or unenforceable in whole or in part, or (ii) any legal proceeding whatsoever against any Guarantor or any Non-Party (as defined in Section 9 below) in connection with, relating to or arising out of this Limited Guarantee or the Merger Agreement, and any transactions contemplated hereby or thereby or instrument delivered herewith or therewith, other than a Claim (A) to enforce this Limited Guarantee or otherwise against a Guarantor for payment of the Obligations pursuant to (and as limited by) the terms of this Limited Guarantee, (B) against Parent and Merger Sub pursuant to the Merger Agreement to the extent permitted thereunder, (C) Claims pursuant to the Guaranteed Party's third-party beneficiary rights under the Equity Commitment Letter, including its right to cause the commitment under the Equity Commitment Letter to be funded in accordance with the terms thereof and to the extent (but only to the extent) permitted by the Merger Agreement, and (D) Claims in respect of the Confidentiality Agreement, solely with respect to the parties thereto (the Claims described in clauses (A) through (D) above, collectively, "Retained Claims").

(d) Except as explicitly set forth herein or in the Merger Agreement, each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against Parent, Merger Sub or any other Person interested in the transactions contemplated by the Merger Agreement that arise from the existence, payment, performance, or enforcement of a Guarantor's Obligations under or in respect of this Limited Guarantee (other than any right of reimbursement as may exist between any Guarantors or their Affiliates), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent, Merger Sub or such other Person, whether or not such claim, remedy or right arises at law or in equity or under contract, tort, statute or common law, including, without limitation, the right to take or receive from Parent or such other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, in each instance, unless and until the Obligations shall have been paid in full in cash to the Guaranteed Party; provided that each Guarantor shall have the right, subject to Section 6 hereof, to cause any other Person to satisfy its Obligations to the Guaranteed Party hereunder. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in cash of the Obligations, an amount equal to the lesser of (i) the amount paid to such Guarantor in violation of the immediately preceding sentence and (ii) all amounts payable under this Limited Guarantee shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations, in accordance with the terms of the Merger Agreement, whether matured or unmatured, or to be held as collateral for any the Obligations if thereafter arising.

4. Effect on Certain Rights. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder except as explicitly set forth herein or in the Merger Agreement (including, without limitation, Section 9 hereof).

5. Representations and Warranties. Each Guarantor, solely on behalf of itself, hereby represents and warrants to the Guaranteed Party that:

(a) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action and do not contravene any provision of such Guarantor's charter, partnership agreement, operating agreement or similar organizational documents or any applicable Law or material contract binding on such Guarantor or its assets;

(b) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this Limited Guarantee by such Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this Limited Guarantee;

(c) assuming the due execution and delivery of the Merger Agreement by all parties thereto and the due execution and delivery of this Limited Guarantee by the Guaranteed Party, this Limited Guarantee constitutes a legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms, subject to the Bankruptcy and Equity Exceptions; and

(d) such Guarantor has, and will have, available funds or unfunded capital commitments in an amount not less than the sum of the Obligations under this Limited Guarantee for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 hereof.

6. Assignment. Neither any of the Guarantors nor the Guaranteed Party may assign its respective rights, interests or obligations hereunder to any other Person (except by operation of law) without the prior written consent of the Guaranteed Party (in the case of an assignment by any Guarantor) or each Guarantor (in the case of an assignment by the Guaranteed Party). Any purported assignment in contravention of this Section 6 shall be null and void.

7. Notices. All notices, requests, demands and other communications under or relating to this Limited Guarantee must be in writing and will be deemed given (a) when delivered in person (with written confirmation of receipt); (b) when sent by electronic mail; or (c) upon receipt of confirmation of delivery when sent by registered or certified mail (return receipt requested), or by an overnight courier of national reputation, in each case, addressed as follows:

If to the Parent Guarantor, to it at:

c/o Mariposa Capital
500 South Pointe Drive, Suite 240
Miami Beach, FL 33139
Attention: Desiree DeStefano
Email: ddestefano@marcapllc.com

with a copy (which shall not constitute notice) to:

Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Ft. Lauderdale, FL 33301
Attention: Brian J. Gavsie, Esq.
Email: brian.gavsie@gtlaw.com

If to the Rhône Guarantor, to it at:

c/o Rhône Capital VI L.P.
630 Fifth Avenue, Suite 3110
New York, New York 10111
Attention: M. Allison Steiner
Email: Steiner@rhonegroup.com

with a copy (which shall not constitute notice) to:

McDermott, Will & Emery, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: David M. Grimes; Patrick Rowe
Email: dgrimes@mwe.com; prow@mw.com

If to the Guaranteed Party (prior to the Closing Date), to it at:

Whole Earth Brands, Inc.
125 S. Wacker Drive, Suite 1250
Chicago, Illinois 60606
Attention: Ira Schlusel
Email: ira.schlusel@wholeearthbrands.com

with a copy (which shall not constitute notice) to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020-1104
Attention: Christopher P. Giordano; Jon Venick
Email: christopher.giordano@us.dlapiper.com; jon.venick@us.dlapiper.com

8. Continuing Guarantee. Unless terminated pursuant to this Section 8, this Limited Guarantee shall remain in full force and effect, shall be binding on each Guarantor, its successors and permitted assigns until such Guarantor's portion of the Obligations has been paid, observed, performed, or satisfied in full. Notwithstanding the foregoing or anything to the contrary expressed or implied in this Limited Guarantee, this Limited Guarantee shall terminate automatically and immediately without the giving of notice, and each Guarantor shall have no further obligations under this Limited Guarantee, as of the earlier of (a) the consummation of the Closing; (b) the valid termination of the Merger Agreement in accordance with its terms under circumstances in which no portion of the Obligations is or becomes payable; (c) the date that is thirty (30) days from the termination of the Merger Agreement in accordance with its terms under circumstances in which any portion of the Obligations is payable (unless the Guaranteed Party has made a claim under this Limited Guarantee prior to such date, in which case the relevant date for this subclause (c) shall be the date that such claim is finally resolved pursuant to a final and non-appealable judgment of a court of competent jurisdiction or by agreement of the Guaranteed Party and the Guarantor and the Obligations, as finally determined or agreed to be owed by the Guarantor hereunder, are satisfied in full); (d) the satisfaction of the Obligations pursuant to the terms hereof and the Merger Agreement; and (e) any time when the Guaranteed Party or any of its Affiliates asserts in writing

or in any Legal Action that the provisions of Section 1 hereof limiting any Guarantor's aggregate liability, or the provisions of this Section 8 or Section 9 hereof, are illegal, invalid or unenforceable, in whole or in part, or asserts that any Guarantor is liable in excess of its respective Maximum Guarantor Percentage of the Cap, or asserts any legal proceeding against any Guarantor or any other Non-Party (as defined in Section 9) other than a Retained Claim, or asserts any legal proceeding against any Guarantor or any other Non-Party in any court other than the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware. In the event the Guaranteed Party or any of its Affiliates asserts any legal proceeding or makes any other assertion of the types specified in clause (d) above, (i) the obligations of each Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (ii) if any Guarantor shall have previously made any payments under this Limited Guarantee, it shall be entitled to recover from the Guaranteed Party (or any other applicable Person to whom such payments were made or directed) and retain any and all such payments, and (iii) none of the Guarantors, Parent, Merger Sub or any Non-Party shall have any liability whatsoever (under any Claim) to the Guaranteed Party or any other Person in any way under or in connection with this Limited Guarantee, the Merger Agreement or any other agreement or instrument delivered in connection herewith or therewith or the transactions contemplated hereby or thereby.

9. No Recourse.

(a) The Guaranteed Party acknowledges, on behalf of itself and each of its Affiliates, that no funds are expected to be contributed to Parent by any Person unless and until the Closing occurs.

(b) Notwithstanding anything that may be expressed or implied in this Limited Guarantee to the contrary (and subject only to the specific provisions of the Merger Agreement), by its acceptance hereof, the Guaranteed Party acknowledges, covenants and agrees, on behalf of itself and its Affiliates, that all claims, causes of action, legal actions or legal proceedings (in each case, whether in contract or in tort, at law or in equity, or pursuant to statute or otherwise) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Limited Guarantee, or the execution, performance, or breach (whether willful, intentional, unintentional, or otherwise) of this Limited Guarantee, including, without limitation, any representation or warranty made or alleged to be made in, in connection with, or as an inducement to, this Limited Guarantee (each of such above described legal, equitable or other theories or sources of liability, a "Claim") may be made or asserted only against (and are expressly limited to) any Guarantor, as expressly identified in the preamble to and signature page(s) of this Limited Guarantee. No Person who is not a Guarantor (including, without limitation, (i) any former, present or future director, officer, employee, incorporator, direct or indirect equityholder, controlling person, member, general or limited partner, stockholder, manager or Affiliate (other than Parent and Merger Sub) of any Guarantor, and (ii) any former, present or future director, officer, employee, incorporator, direct or indirect equityholder, controlling person, member, general or limited partner, stockholder, manager, Affiliate, lender, investor, financial advisor, agent, attorney, representative or assignee of any Person described in clause (i) above (the Persons described in clauses (i) and (ii) above, together with their respective successors, assigns, heirs, executors or administrators, collectively, "Non-Parties" and each, individually, a "Non-Party") shall have any liability or obligation whatsoever in respect of, based upon or arising out of any Claims.

(c) Without limiting the generality of the foregoing, to the maximum extent permitted or otherwise conceivable under applicable Law (and subject only to the specific contractual provisions of the Merger Agreement), (i) the Guaranteed Party, on behalf of itself, its Affiliates, hereby waives, releases and disclaims any and all Claims against all Non-Parties, including, without limitation, any Claims to avoid

or disregard the entity form of any Guarantor or otherwise seek to impose any liability arising out of, relating to or in connection with a Claim on any Non-Parties, whether a Claim granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise, and (ii) the Guaranteed Party disclaims any reliance upon any Non-Parties with respect to the performance of this Limited Guarantee or any representation or warranty made in, in connection with, or as an inducement to this Limited Guarantee. This Section 9 shall survive the termination of this Limited Guarantee.

10. Governing Law; Jurisdiction and Forum. This Limited Guarantee (including, without limitation, the validity, construction, effect, or performance hereof and any remedies hereunder or related hereto) and all Claims, shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) irrevocably agrees that any such Claims shall be brought and determined exclusively in the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) hereby irrevocably submits with regard to any such Claims for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any such Claim in any court other than the aforesaid courts. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, with respect to any such Claim: (a) that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve; (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by applicable Laws, that: (i) the Claim in such court is brought in an inconvenient forum; (ii) the venue for such Claim is improper; or (iii) this Limited Guarantee, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto irrevocably (A) agrees that all Claims shall be heard and determined only in any such court and covenants and agrees not to bring any Claim in any other court and (B) consents to the service of process out of the above-described courts (and any state or federal appellate court therefrom) in any permitted Claim by the mailing of copies thereof by registered mail, postage prepaid, to it at its address set forth herein, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by applicable Laws. The parties agree that any of them may file a copy of this Section 10 (provided that a copy of Sections 9 and 16 shall accompany any such filing) with any court as written evidence of the knowing, voluntary and bargained agreement between the parties hereto irrevocably to waive any objections to venue or to convenience of forum.

11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY UNDER THIS LETTER IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

(WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LIMITED GUARANTEE OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREBY. Each of the parties hereto certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of any Legal Actions, seek to enforce the foregoing waiver, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this Limited Guarantee by, among other things, the mutual waivers and certifications in this Section 11.

12. Entire Agreement. This Limited Guarantee contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreements, undertakings, understandings, discussions, negotiations or proposals among any Guarantor or any of its respective Affiliates (other than the Guaranteed Party), on the one hand, and the Guaranteed Party or any of its Affiliates (other than any Guarantor), on the other hand, with respect to the subject matter hereof.

13. Amendments and Waivers. No amendment, waiver, supplement or modification of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, supplement or modification, by each Guarantor and the Guaranteed Party or, in the case of waiver, by the party or parties against whom the waiver is to be effective. No waiver by any party hereto of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Subject to the terms hereof, no delay or omission on the part of any party hereto in exercising any right, power or remedy under this Limited Guarantee will operate as a waiver thereof.

14. Severability. Any term or provision of this Limited Guarantee that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving effect to the Cap, each Guarantor's Maximum Guarantor Percentage and the other limitations set forth in Sections 1, 8 and 9 hereof.

15. Third Party Beneficiaries. The parties hereby agree that their respective representations, warranties, agreements and covenants set forth herein are solely for the benefit of the other parties hereto and their successors and permitted assigns, in accordance with and subject to the terms of this Limited Guarantee, and this Limited Guarantee is not intended to, and does not, confer upon any Person other than the parties hereto and their respective successors and permitted assigns any rights or remedies hereunder; provided, however, that the Non-Parties are intended third-party beneficiaries of Section 8 hereof, and any and all Non-Parties may enforce them directly.

16. Miscellaneous. This Limited Guarantee may be executed in any number of counterparts (including by electronic mail portable document format (*.pdf) (or similar electronic means) or facsimile signature), and each such counterpart when delivered shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. The headings contained in this Limited Guarantee are for convenience purposes only and will not in any way affect the meaning or interpretation hereof. All parties acknowledge that each party and its counsel have participated in the drafting and negotiation of this Limited Guarantee and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this letter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Limited Guarantee as of the date first above written.

PARENT GUARANTOR:

SABABA HOLDINGS FREE, LLC

By: /s/ Sir Martin E. Franklin
Name: Sir Martin E. Franklin
Title: Manager

[SIGNATURE PAGE TO LIMITED GUARANTEE]

RHÔNE GUARANTORS:

RHÔNE PARTNERS VI L.P.

By: /s/ Franz-Ferdinand Buerstedde
Name: Franz-Ferdinand Buerstedde
Title: Authorized Person

RHÔNE OFFSHORE PARTNERS VI L.P.

By: /s/ Franz-Ferdinand Buerstedde
Name: Franz-Ferdinand Buerstedde
Title: Authorized Person

RHÔNE PARTNERS VI (DE) L.P.

By: /s/ Franz-Ferdinand Buerstedde
Name: Franz-Ferdinand Buerstedde
Title: Authorized Person

[SIGNATURE PAGE TO LIMITED GUARANTEE]

GUARANTEED PARTY:

WHOLE EARTH BRANDS, INC.

By: /s/ Rajnish Ohri
Name: Rajnish Ohri
Title: Co-Chief Executive Officer

By: /s/ Jeff Robinson
Name: Jeff Robinson
Title: Co-Chief Executive Officer

[SIGNATURE PAGE TO LIMITED GUARANTEE]

Sir Martin E. Franklin
Martin E. Franklin Revocable Trust
Sababa Holdings FREE, LLC
c/o Mariposa Capital
500 S Pointe Drive, Suite 240
Miami Beach, FL 33139

February 12, 2024

Whole Earth Brands, Inc.
125 S. Wacker Drive, Suite 1250
Chicago, Illinois 60606

Ladies and Gentlemen:

Reference is made to that certain Agreement of Merger, dated as of the date hereof (the "Merger Agreement"), entered into by and among Whole Earth Brands, Inc., a Delaware corporation (the "Company"), Ozark Holdings, LLC, a Delaware limited liability company, and Sweet Oak Merger Sub, LLC, a Delaware limited liability company. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Merger Agreement.

1. Cooperation. In the event the Merger Agreement is terminated pursuant to Section 7.2(d) thereof, the undersigned holders of shares of Company Common Stock (collectively, the "Stockholders") and the Company agree as follows:

(a) The Stockholders shall not, and shall cause their respective Affiliates not to, directly or indirectly, without having been specifically invited to do so by the Company, (i) nominate, or propose or recommend the nomination of, any candidate for election to the board of directors of the Company (the "Board") at the Company's next-to-be-held annual meeting of stockholders (the "2024 Annual Meeting") or (ii) make or participate in any "solicitation" of any "proxy" (in each case, within the meaning of Rule 14a-1 promulgated by the SEC under the Exchange Act) to vote any shares of the Company's common stock, par value \$0.0001 per share, with respect to the election of directors at the 2024 Annual Meeting, or otherwise become a "participant" in any solicitation for the election of directors (as such terms are defined or used in the Exchange Act and the rules promulgated by the SEC thereunder) at the 2024 Annual Meeting;

(b) The Company shall take all lawful action necessary to hold the 2024 Annual Meeting not earlier than seventy-five (75) days and not later than 120 days after such termination of the Merger Agreement; provided that written notice of the 2024 Annual Meeting shall be given by the Company to each stockholder entitled to notice of and to vote at such meeting not less than forty-five (45) days before the date of the meeting;

(c) The Company shall (i) take all lawful action necessary to hold the Company's 2025 annual meeting of stockholders not later than June 30, 2025 and (ii) give written notice of such meeting to each stockholder entitled to notice of and to vote at such meeting not less than forty-five (45) days before the date of such meeting; and

(d) The Company and the Stockholders shall reasonably cooperate in connection with any stockholder communications, press releases and other public announcements made by the Company in connection with such termination of the Merger Agreement, and the Company shall provide the Stockholders with a reasonable opportunity to review and provide reasonable comments thereon, which comments shall be considered by the Company in good faith and shall not be unreasonably rejected.

2. Governing Law; Jurisdiction and Forum. This letter agreement (including, without limitation, the validity, construction, effect, or performance hereof and any remedies hereunder or related hereto) and all Claims, shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) irrevocably agrees that any such Claims shall be brought and determined exclusively in the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) hereby irrevocably submits with regard to any such Claims for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any such Claim in any court other than the aforesaid courts. Each of the parties hereto (for itself and on behalf of its successors and permitted assigns) hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, with respect to any such Claim: (a) that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve; (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by applicable Laws, that: (i) the Claim in such court is brought in an inconvenient forum; (ii) the venue for such Claim is improper; or (iii) this letter agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto irrevocably (A) agrees that all Claims shall be heard and determined only in any such court and covenants and agrees not to bring any Claim in any other court and (B) consents to the service of process out of the above-described courts (and any state or federal appellate court therefrom) in any permitted Claim by the mailing of copies thereof by registered mail, postage prepaid, to it at its address set forth herein, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by applicable Laws.

3. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREBY. Each of the parties hereto certifies and acknowledges that (a) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of any Legal Actions, seek to enforce the foregoing waiver, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this letter agreement by, among other things, the mutual waivers and certifications in this section.

4. Entire Agreement. This letter agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreements, undertakings, understandings, discussions, negotiations or proposals among the Company or any of its Affiliates, on the one hand, and the Stockholders or any of their respective Affiliates, on the other hand, with respect to the subject matter hereof.

5. Amendments and Waivers. No amendment, waiver, supplement or modification of any provision of this letter agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, supplement or modification, by each party hereto or, in the case of waiver, by the party or parties against whom the waiver is to be effective. No waiver by any party hereto of any breach or violation of, or default under, this letter agreement, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Subject to the terms hereof, no delay or omission on the part of any party hereto in exercising any right, power or remedy under this letter agreement will operate as a waiver thereof.

6. Severability. Any term or provision of this letter agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7. Miscellaneous. This letter agreement may be executed in any number of counterparts (including by electronic mail portable document format (*.pdf) (or similar electronic means) or facsimile signature), and each such counterpart when delivered shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. The headings contained in this letter agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof. All parties acknowledge that each party and its counsel have participated in the drafting and negotiation of this letter agreement and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this letter agreement.

[Signature Page Follows]

Please acknowledge your agreement with the foregoing by signing in the space provided below.

Sincerely,

SIR MARTIN E. FRANKLIN

/s/ Sir Martin E. Franklin

MARTIN E. FRANKLIN REVOCABLE TRUST

By: /s/ Sir Martin E. Franklin

Name: Sir Martin E. Franklin

Title: Settlor and trustee of the Martin E. Franklin Revocable Trust

SABABA HOLDINGS FREE, LLC

By: /s/ Sir Martin E. Franklin

Name: Sir Martin E. Franklin

Title: Manager

Acknowledged and agreed:

WHOLE EARTH BRANDS, INC.

By: /s/ Rajnish Ohri

Name: Rajnish Ohri

Title: Co-Chief Executive Officer

By: /s/ Jeff Robinson

Name: Jeff Robinson

Title: Co-Chief Executive Officer

[Signature Page to Letter Agreement]