

ENTERED

June 18, 2026

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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 In re: : Chapter 11
 :
 FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
 :
 Debtors.¹ : (Jointly Administered)
 :
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**MODIFIED ORDER (I) CONDITIONALLY APPROVING
THE DISCLOSURE STATEMENT; (II) SCHEDULING A
COMBINED HEARING TO CONSIDER (A) FINAL APPROVAL
OF THE DISCLOSURE STATEMENT AND (B) CONFIRMATION
OF THE PLAN; (III) ESTABLISHING VOTING RECORD DATE,
VOTING DEADLINE, AND OTHER DATES; (IV) APPROVING PROCEDURES
FOR SOLICITING, RECEIVING, AND TABULATING VOTES ON PLAN AND FOR
FILING OBJECTIONS; (V) APPROVING FORM AND MANNER
OF NOTICE AND OTHER DOCUMENTS; AND (VI) GRANTING RELATED RELIEF**
[Relates to Docket Nos. 1406, 1436]

Upon the motion (the “*Motion*”)² of the Debtors for entry of an order (this “*Order*”):

- (a) conditionally approving the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “*Disclosure Statement*”);
- (b) scheduling a hearing (the “*Combined Hearing*”) on **July 27, 2026, at 9:00 a.m. (prevailing Central Time)**, at which the Court will consider (1) final approval of the Disclosure Statement and (2) confirmation of the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “*Plan*”), filed substantially contemporaneously herewith;
- (c) establishing **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** as the deadline for (i) filing objections to the final approval of the Disclosure Statement and

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized terms used, but not defined herein, have the meanings given to them in the Motion.

confirmation of the Plan (the “*Combined Objection Deadline*”) and (ii) voting on the Plan (the “*Voting Deadline*”);³

- (d) approving the form and manner of the notice of the Combined Hearing;
- (e) establishing the Voting Record Date (as defined below) and the form and manner of the notice related thereto;
- (f) approving the Solicitation Procedures (as defined below) with respect to the Plan, and the forms of Ballots, the Notices of Non-Voting Status, the Release Forms, the Cover/Lease Notice, the Contract/Lease Notice, and the Cover Letter (each as defined below); and
- (g) granting related relief;

and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in the Order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Disclosure Statement is conditionally approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtors are

³ Ballots accepting or rejecting the Plan must be actually received by the Balloting Agent to be counted by the Voting Deadline, unless extended by the Debtors either (i) for any Holder of a Claim in a Voting Class by written (including by email) notice to such Holder or (ii) for an entire Voting Class by notice filed by the Debtors in the Chapter 11 Cases.

authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

2. The Combined Hearing shall be on **July 27, 2026, at 9:00 a.m. (prevailing Central Time)**; *provided*, that the Combined Hearing may be continued from time to time by this Court or the Debtors without further notice to creditors or other parties in interest, other than an announcement at or before the Combined Hearing or any adjourned Combined Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases.

3. The following table summarizes the Solicitation and Confirmation Schedule. Each of the below deadlines may be continued from time to time by this Court or the Debtors without further notice to creditors or other parties in interest, other than an announcement at or before the Combined Hearing or any adjourned Combined Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases:

Event	Date/Deadline
Voting Record Date	June 17, 2026
Deadline to (i) Serve (a) Combined Hearing Notice, (b) Release Forms, and (c) Notices of Non-Voting Status; (ii) Transmit Solicitation Packages; and (iii) Publish Combined Hearing Notice	As soon as reasonably practicable after entry of the Proposed Order, but no later than June 22, 2026
Rule 3018(a) Motion Deadline	July 6, 2026 at 5:00 p.m. (prevailing Central Time)
Plan Supplement Initial Filing Deadline	July 13, 2026
Combined Objection Deadline	July 20, 2026, at 4:00 p.m. (prevailing Central Time)
Voting Deadline and Deadline to Return Opt-Out and Opt-In Release Forms	July 20, 2026, at 4:00 p.m. (prevailing Central Time)

Event	Date/Deadline
Deadline to File Voting Report	July 23, 2026, or the date that is two (2) Business Days prior to the Combined Hearing
Deadline to file Confirmation Brief and Reply to Objections	July 23, 2026
Combined Hearing	July 27, 2026, at 9:00 a.m. (prevailing Central Time)

4. Pursuant to Bankruptcy Rule 3020(b)(1), the deadline to file any objections to confirmation of the Plan or final approval of the Disclosure Statement (each an “**Objection**”) shall be **July 20, 2026 at 4:00 p.m. (prevailing Central Time)**, which deadline may be extended, without further order of the Court, by the Debtors.

5. Any objections to confirmation of the Plan or approval of the Disclosure Statement shall be: (i) in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures; (iii) state the name of the objecting party and the amount and nature of the Claim or Interest held by such objecting party; (iv) state with particularity the legal and factual basis for the objection; and (v) be filed with the Court and served on the Notice Parties (as defined below) so that it is **actually received** on or before the Combined Objection Deadline, by the following parties (the “**Notice Parties**”):

- (i) FAT Brands, Inc.: 1166 Avenue of the Americas, Suite 300, New York, NY 10036, Attn: John C. DiDonato (jdidonato@hcg.com) and Abhimanyu Gupta (abhigupta@hcg.com);
- (ii) Counsel to the Debtors: Latham & Watkins LLP, (1) 1271 Avenue of the Americas, New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com), Natasha Hwangpo (natasha.hwangpo@lw.com), Randall Carl Weber-Levine (randall.weber-levine@lw.com), Ashley Gherlone Pezzi (ashley.pezzi@lw.com), and Thomas Fafara (thomas.fafara@lw.com) and (2) 10250 Constellation Blvd., Suite 1100, Los Angeles, California 90067, Attn: Ted A. Dillman (ted.dillman@lw.com);

- (iii) Co-counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. (“Tad”) Davidson II (taddavidson@hunton.com), Ashley L. Harper (ashleyharper@hunton.com), and Philip M. Guffy (pguffy@hunton.com);
- (iv) Counsel to the WBS Ad Hoc Group: White & Case LLP, (1) 609 Main Street, Suite 2900, Houston, Texas 77002, Attn: Charles R. Koster (charles.koster@whitecase.com), (2) 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and Amanda Parra Criste (aparracriste@whitecase.com), and (3) 300 N. LaSalle Drive, Suite 3800, Chicago, Illinois 60654, Attn: Jason N. Zakia (jason.zakia@whitecase.com) and Adam T. Swingle (adam.swingle@whitecase.com);
- (v) Counsel to the Creditors’ Committee: Paul Hastings LLP, (1) 200 Park Ave, New York, New York 10166, Attn: Kristopher M. Hansen (krishansen@paulhastings.com) and Gabriel E. Sasson (gabesasson@paulhastings.com) and (2) 2001 Ross Avenue, Suite 2700, Dallas, Texas 75201, Attn: Charles M. Persons (charlespersons@paulhastings.com); and
- (vi) Office of the United States Trustee for Region 7: 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jayson B. Ruff (jayson.b.ruff@usdoj.gov) and Andrew Jimenez (andrew.jimenez@usdoj.gov).

6. Any Objections that fail to comply with the requirements set forth in this Order may, subject to the Court’s discretion, not be considered and may be overruled.

7. The Debtors are authorized to file and serve an initial supplement to the Plan (the “**Plan Supplement**”) on or before July 13, 2026, and to further supplement the Plan Supplement as necessary thereafter. If the Voting Deadline is extended, the Debtors shall be authorized to file the initial Plan Supplement by seven (7) days before such extended Voting Deadline.

8. The deadline for the Debtors to file any materials in support of confirmation of the Plan and/or final approval of the Disclosure Statement shall be July 23, 2026.

9. Pursuant to Bankruptcy Rule 3017(d), June 17, 2026, shall be the record date (the “**Voting Record Date**”) with respect to all Claims. The Debtors shall use the Voting Record Date to determine which Persons and Entities are entitled to, as applicable, receive Solicitation

Packages, vote to accept or reject the Plan, and receive the Notices of Non-Voting Status or the Contract/Lease Notice.

10. Holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection or motion for estimation by the Debtors are not entitled to vote the disputed portion of their Claim, unless such Claim is temporarily allowed by this Court for voting purposes pursuant to Bankruptcy Rule 3018(a). Holders of Claims in a Voting Class that dispute the amount of their Claim as it appears on their Ballot may contact the Balloting Agent prior to the Voting Deadline to request a replacement Ballot. To the extent that the Debtors disagree with a Holder's asserted Claim amount and a resolution among the parties is not timely reached, such Holder shall be permitted to vote in the amount set forth in their original Ballot; *provided*, that such party shall, prior to the Rule 3018(a) Motion Deadline (as defined below), be permitted to file a Rule 3018(a) Motion to seek the Court's authorization to vote in a different amount.

11. The Balloting Agent shall assist the Debtors in, among other things, (i) serving the Notices of Non-Voting Status, the related Release Forms, and the Contract/Lease Notice to Holders of Claims and Interests in the Non-Voting Classes and any other non-voting parties entitled to notice, as applicable, (ii) serving Solicitation Packages to Holders of Claims in the Voting Classes, (iii) soliciting votes on the Plan, (iv) receiving, tabulating, and reporting on (a) the Ballots cast for or against the Plan and (b) any opt-out or opt-in elections of Holders of Claims and Interests, (v) responding (but, in any event, not providing legal advice in connection with such responses) to inquiries from creditors and other stakeholders relating to the Plan, the Disclosure Statement, the Ballots, the Notices, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and Objections, and (vi) if necessary, contacting creditors regarding the Plan and their Ballots.

12. The Balloting Agent is also authorized to accept Ballots and Release Forms via electronic online transmission solely through a customized online balloting portal on the Case Website. The Balloting Agent will not count or consider for any purpose: any Ballot or Release Form transmitted by email or other electronic means except for Ballots submitted through the Balloting Agent's online balloting portal. The encrypted ballot data and audit trail created by electronic submission through the Balloting Agent's online balloting portal shall become part of the record of any Ballot or Release Form submitted electronically through the balloting portal and the creditor's electronic signature shall be deemed to be immediately legally valid and effective.

13. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

14. The Debtors shall cause Solicitation Packages and Ballots to be transmitted to all Holders of Claims in Classes 3, 4, 5, 6, 7, and 8. Classes 1 and 2 are Unimpaired and the Holders of such Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Claims. Classes 9, 10, 11, and 12 are Impaired and the Holders of such Claims or Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Claims or Interests.

15. The Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Debtors shall serve, or cause to be served, to the Holders of Claims and Interests in the Non-Voting Classes (except for Classes 10 and 12) a notice, substantially in the form of either **Exhibit 2-A** (with respect to the Presumed Accepting Classes) attached to this Order (the "*Notice of Non-Voting Status for Presumed Accepting Classes*") or **Exhibit 2-B** (with

respect to the Deemed Rejecting Classes) attached to this Order (the “*Notice of Non-Voting Status for Deemed Rejecting Classes*” and, together with the Notice of Non-Voting Status for Presumed Accepting Classes, the “*Notices of Non-Voting Status*”), in each case, together with the applicable Release Form attached thereto as **Appendix B**, in lieu of Solicitation Packages.

16. Except as otherwise expressly provided in the Contract/Lease Notice (defined below), the Debtors shall not be obligated to deliver Solicitation Packages or Ballots to counterparties to Executory Contracts and Unexpired Leases who, as of the Voting Record Date, (i) have not filed a Proof of Claim, (ii) have filed a Proof of Claim which is subject to a pending objection or motion for estimation by the Debtors, or (iii) do not have an outstanding amount greater than zero (\$0.00) with respect to any Claims listed on the Debtors’ Schedules or Cure Schedules. Instead, the Debtors shall mail such parties a notice, substantially in the form of **Exhibit 9** attached hereto (the “*Contract/Lease Notice*”).

17. With respect to Class 9 – Intercompany Claims and Class 11 – Intercompany Interests, any requirement to serve a Notice of Non-Voting Status or any other bankruptcy notice on such Holders is waived. Receipt of notice is presumed without the necessity of actual delivery thereof.

18. Notwithstanding anything else to the contrary herein, only a copy of the Combined Hearing Notice shall be distributed to Holders, as of the Voting Record Date, of Administrative Claims, DIP Claims, and Priority Tax Claims, which are unclassified Claims under the Plan.

19. The Debtors are authorized to transmit, or cause to be transmitted to Holders of Claims in the Voting Classes, within three (3) Business Days following entry of this Order (or as soon as practicable thereafter, but no later than June 22, 2026), by email where available and otherwise by United States mail, first-class postage prepaid, personal service, or overnight

delivery, a solicitation package (the “*Solicitation Package*”) containing a printed version, or other electronic means (such as a QR code to save unnecessary costs),⁴ of the following to Holders of Claims in the Voting Classes that are eligible to vote on the Plan:

- (i) a notice of the Combined Hearing, the Combined Objection Deadline, and the Voting Deadline in substantially the form attached as **Exhibit 1** to this Order (the “*Combined Hearing Notice*”);
- (ii) the Disclosure Statement;
- (iii) the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
- (iv) this Order, in its entered form (without exhibits attached);
- (v) a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan, in substantially the form attached as **Exhibit 10** to this Order;
- (vi) a copy of the letter from the Committee recommending acceptance of the Plan; and
- (vii) a Ballot and instructions, appropriate for the specific Holder, in substantially the forms attached as **Exhibits 3 through 8-B** hereto (with prepaid, pre-addressed business reply envelope).

20. The Debtors are authorized, pursuant to Bankruptcy Rule 2002(m), to serve, or cause to be served, the Solicitation Packages, the Combined Hearing Notice, and Notices of Non-Voting Status by email, where available, and otherwise by mail (including, with respect to mail service, by postcard or mailer service such postcard or mailer service being conducted in accordance with the Modified Service Procedures). The Debtors (i) shall serve the Combined Hearing Notice on the Debtors’ creditor matrix, all Holders of Interests as of the Voting Record Date, the Notice Parties, and any other party that has requested notice in the Chapter 11 Cases, and

⁴ In the event the Debtors, in their discretion, employ a QR code, only the Disclosure Statement (with all exhibits annexed thereto, including the Plan) and this Order (without exhibits attached) shall be included thereon; the Combined Hearing Notice, Cover Letter, Ballot (with return envelope), and a letter from the Committee, if any, shall be distributed as part of the Solicitation Package in hard copy. Solicitation materials included in a QR code shall be made available in hard copy upon request to the Balloting Agent, at no cost to the requesting party.

(ii) are authorized, but not directed, to publish the Combined Hearing Notice (or a substantially similar notice) within three (3) Business Days after entry of this Order (or as soon as practicable thereafter, but no later than June 22, 2026) in a national newspaper and the Debtors shall be authorized, but not directed, to publish the Combined Hearing Notice (or a substantially similar notice) in local newspapers, trade journals or similar publications (such publication notices described in this paragraph, the “**Publication Notice**”). The Debtors shall also, within three (3) Business Days after entry of this Order (or as soon as practicable thereafter) publish the Combined Hearing Notice on the Case Website.

21. Following the Voting Deadline, the Debtors shall file the Voting Report on or before July 23, 2026, or the date that is two (2) Business Days prior to the Combined Hearing.

22. The Publication Notice shall constitute sufficient notice of the Combined Hearing and the Combined Objection Deadline to Persons who do not otherwise receive notice by email or mail as provided for in this Order.

23. Opt-Out Release Forms opting out of the Third-Party Release set forth in Article X of the Plan must be received by the Balloting Agent on or before **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** (the “**Release Opt-Out Deadline**”). Any Holder of a Claim or Interest in the Presumed Accepting Classes will be deemed to consent to and grant the Third-Party Release unless such Holder affirmatively opts out of the Third-Party Release on or before the Release Opt-Out Deadline.

24. Opt-In Release Forms opting in to the Third-Party Release set forth in Article X of the Plan must be received by the Balloting Agent on or before **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** (the “**Release Opt-In Deadline**”).

25. Ballots for accepting or rejecting the Plan must be received by the Balloting Agent on or before **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** to be counted, subject to the Debtors' right, in their sole discretion, to accept and count late Ballots.

26. Any timely received Ballot, or untimely Ballot that the Debtors, in their sole discretion, elect to accept and count, that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted; *provided*, that any timely received Ballot that is cast as an acceptance of the Plan but that also purports to opt-out of the Third-Party Release will be treated as a Ballot accepting the Plan and granting the aforementioned release. The foregoing general procedures shall be subject to the following exceptions:

- (i) if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- (ii) a Claim for which a Proof of Claim has been timely filed and that is not subject to a pending objection or motion for estimation by the Debtors as of the Voting Record Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount set forth in its Proof of Claim; *provided*, that: (1) if the amount set forth in such Proof of Claim is noted as contingent, unliquidated, or disputed the amount in which such Claim is entitled to vote shall be the greater of \$1.00 and the amount, if any, not denoted as contingent, unliquidated or disputed in such Proof of Claim, (2) without need for previously filing an objection or motion for estimation by the Voting Record Date, if the Debtors dispute the amount set forth in a Proof of Claim, the amount in which such Claim is entitled to vote shall be the greater of \$1.00 and the amount, if any, not disputed by the Debtors; *provided*, that if the Holder of such disputed Claim disagrees with the Debtors' classification or the amount in which such Holder's Claim is entitled to vote on the Plan (each as set forth in the applicable Ballot) the Holder of such disputed Claim may file with the Court and serve on the Notice Parties a motion (each, a "**Rule 3018(a) Motion**") **by no later than July 6, 2026, at 5:00 p.m. (prevailing Central Time) (the "Rule 3018(a) Motion Deadline") so as to be actually received** by the Rule 3018(a) Motion Deadline. As to any Holder filing a Rule 3018(a) Motion, such Holder's Ballot will be counted as provided in this Order except as may be otherwise ordered by the Court;
- (iii) a Claim for which the filing of a Proof of Claim was not required as a prerequisite for its allowance pursuant to the terms of the Claims Bar Date Order or for which the Claims Bar Date has not passed, and for which no Proof of Claim has been filed, shall be entitled to vote in its scheduled amount;

- (iv) if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (v) subject to subsections (vi) and (vii) below, if a Claim is not listed on the Schedules, or is scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and a Proof of Claim was not (1) timely filed by the deadline for filing Proofs of Claim or (2) deemed timely filed by an order of the Court before the Voting Deadline, the Debtors propose that such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided*, that a Claim listed in the Schedules as contingent, unliquidated, or disputed for which the Claims Bar Date has not yet passed may vote in the amount of \$1.00;
- (vi) a Claim by a counterparty to an Executory Contract or Unexpired Lease that appears on the Debtors' Cure Schedules and is scheduled at an amount greater than zero and has an outstanding amount due greater than zero is entitled to vote in the amount listed in the Cure Schedules that remains outstanding; *provided*, that if the Claim appears in a different amount in one or more of the Debtors' Cure Schedules, the amount for purposes of voting shall be the amount appearing in the most recent Schedule filed with the Court;
- (vii) if a counterparty to an Executory Contract or Unexpired Lease with a Claim listed on the Schedules or the Cure Schedules at zero, in an unknown amount, or, as unliquidated, contingent, or disputed (or otherwise does not, as of the Voting Record Date, have an outstanding amount due greater than zero) and whose Executory Contract or Unexpired Lease has, as of the Voting Record Date, not yet expired or been rejected by the Debtors, and such counterparty requests a Ballot prior to the Voting Deadline, such Claim may be voted in the amount of \$1.00;
- (viii) where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be treated as a single creditor for purposes of the numerosity requirements in section 1126 of the Bankruptcy Code;
- (ix) with respect to any transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date;
- (x) notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class may be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;

- (xi) if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amended Proof of Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier proof of claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (xii) notwithstanding anything to the contrary contained herein, to the extent a lender agent maintains the list of Holders of Claims in a particular Voting Class, such agent shall provide the Balloting Agent a list of such Holders, including the name, physical address, email address, and voting amount for each Holder as of the Voting Record Date in excel format within one (1) Business Day after the Voting Record Date. For the purpose of establishing voting amounts, proofs of claim filed by such Holders shall be disregarded;
- (xiii) if an objection to a Claim or any portion thereof has been filed before the Voting Record Date, then the Debtors propose that such Claim be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's motion under Bankruptcy Rule 3018(a); and
- (xiv) any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim.

27. The following Ballots shall not be counted or considered for any purpose:

- (i) any Ballot received after the Voting Deadline unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- (iii) any Ballot cast by a Person or Entity that does not hold a Claim in a Voting Class;
- (iv) any Ballot that is properly completed, executed and timely filed, but (1) does not indicate an acceptance or rejection of the Plan, (2) indicates both an acceptance and rejection of the Plan, or (3) partially accepts and partially rejects the Plan;
- (v) any Ballot submitted by telecopy, facsimile, email, or other electronic means except for the Balloting Agent's online balloting portal;
- (vi) any unsigned Ballot;
- (vii) In the event that (a) a Ballot, (b) a group of Ballots within a Voting Class received from a single creditor, or (c) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Debtors' discretion;

- (viii) any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Balloting Agent), or the Debtors' financial or legal advisors; and
- (ix) any Ballot not cast in accordance with the procedures approved in this Order.

28. Any duplicate Ballots will only be counted once.

29. Whenever two or more Ballots are cast which attempt to vote the same Claim before the Voting Deadline, the last valid Ballot received by the Balloting Agent before the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

30. Claim splitting is not permitted and creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.

31. Each creditor shall be deemed to have voted the full amount of its Claim. Unless otherwise ordered by this Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

32. Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

33. If, with respect to each Debtor, a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of Claims in such Class.

34. Unless waived, any defects or irregularities in connection with deliveries of Ballots to the Debtors by Holders of Claims eligible to vote must be cured within such time as the Debtors or this Court determines. Neither the Debtors, the Balloting Agent, nor any other Person or Entity

shall be under any duty to provide notification of defects or irregularities with respect to such deliveries of Ballots, nor shall any of the foregoing incur any liability for failure to provide such notification. Unless otherwise directed by this Court, delivery of defective or irregular Ballots to the Debtors by Holders of Claims eligible to vote shall not be deemed to have been made until such defects or irregularities have been cured or waived. Ballots previously furnished to the Debtors (and as to which any defects or irregularities have not been cured or waived) shall not be counted.

35. The Debtors, in their discretion, and subject to contrary order of this Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice.

36. Subject to contrary order of this Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form or timely submitted on or before the Voting Deadline, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; *provided*, that such invalid Ballots shall be documented in the voting results filed with this Court.

37. The service of the Solicitation Packages, Notices, and other documents described herein in the time and manner set forth in this Order shall constitute adequate and sufficient notice of the Disclosure Statement, the Combined Hearing and the Combined Objection Deadline, comport with all due process requirements, and comply with Bankruptcy Rules 2002, 3017, and 3020. No other or further notice is necessary.

38. The Debtors are not required to send Solicitation Packages, individual solicitation materials, or other Notices to (i) any creditor on account of a Claim that has already been paid in

full, (ii) any creditor on account of a clearly duplicative Claim, or (iii) the Holder of a Claim that has been disallowed in full by order of the Court.

39. With respect to addresses from which one or more prior notices served in the Chapter 11 Cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Notices and Solicitation Packages, as applicable, to those Persons or Entities listed at such addresses if the Debtors are not provided with an accurate address or forwarding address for such Persons or Entities before the Voting Record Date. With respect to addresses from which Notices or Solicitation Packages are returned as undeliverable, the Debtors are excused from re-mailing such Notices or Solicitation Packages or any other materials related to voting or confirmation of the Plan to those Entities listed at such addresses, unless the Debtors are provided with accurate addresses for such Entities before the Voting Record Date. Failure to attempt to re-deliver Notices and Solicitation Packages, as applicable, to such Persons or Entities shall not constitute inadequate notice of the Combined Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).

40. The Balloting Agent shall retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon, the Balloting Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots; printed solicitation materials including unused copies of the Solicitation Package (whether in hard copy or by QR code); and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.

41. The Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notices of Non-Voting Status,

the Release Forms, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notices of Non-Voting Status, the Release Forms, the Contract/Lease Notice, and related documents or other materials in the Solicitation Package before their distribution and publication.

42. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

43. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: June 17, 2026


Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT 1

(Combined Hearing Notice)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
 In re: : Chapter 11
 :
 FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
 :
 Debtors.¹ : (Jointly Administered)
 :
 ----- X

**NOTICE OF (I) COMBINED HEARING ON
DISCLOSURE STATEMENT, JOINT CHAPTER 11 PLAN,
AND RELATED MATTERS, (II) OBJECTION DEADLINES, AND (III) RELATED
VOTING AND OBJECTION PROCEDURES FOR CONFIRMATION OF PLAN**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE
AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE
CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE
AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**TO: ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN FAT BRANDS,
INC. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION AND
ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER
11 CASES**

On May 22, 2026, FAT Brands, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “*Debtors*”), filed the *Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”), and *Disclosure Statement for Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “*Disclosure Statement*”).² On June 1, 2026, the Bankruptcy Court entered an order [Docket No. 1436, as modified by Docket No. [●]] that, among other things, conditionally approved the Disclosure Statement and established **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** as the deadline for objecting to final approval of the Disclosure Statement and confirmation of the Plan (the “*Objection Deadline*”) and **July 27, 2026, at 9:00**

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized terms used, but not defined herein, have the meanings given to them in the Plan.

a.m. (prevailing Central Time) as the date and time of the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the “***Combined Hearing***”).

If you wish to review the Plan, you may receive a copy of the Plan free of charge from Omni Agent Solutions, Inc., the balloting agent retained by the Debtors in the Chapter 11 Cases (“***Omni***”), by: (i) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free); (ii) visiting the Debtors’ restructuring website at: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>; (iii) via the QR Code below; or (iv) sending an email to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.txs.uscourts.gov/bankruptcy>. Please be advised that Omni is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Plan.



The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Interests if, after approval of the Disclosure Statement and the solicitation of votes to accept or reject the Plan, it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Voting Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder was entitled to vote, voted, or affirmatively voted to reject the Plan.

The Combined Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan will commence on **July 27, 2026, at 9:00 a.m. (prevailing Central Time)**, before the Honorable Judge Alfredo R. Pérez, United States Bankruptcy Judge. The Combined Hearing will be conducted **virtually only**. **No in-person attendance will be permitted**. Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez’s conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez’s home page. The meeting code is “JudgePerez”. Click the settings icon in the upper right corner and enter your name under the personal information setting. Hearing appearances must be made electronically in advance of the Combined Hearing. To make your appearance, click the “Electronic Appearance” link on Judge Pérez’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, before, during or as a result of the Combined Hearing, without further notice to parties in interest.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

VOTING RECORD DATE: JUNE 17, 2026

**VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026
(UNLESS EXTENDED BY THE DEBTORS)**

**CRITICAL INFORMATION REGARDING OBJECTING TO FINAL APPROVAL OF
THE DISCLOSURE STATEMENT AND THE PLAN**

**ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND
INJUNCTION PROVISIONS, INCLUDING A THIRD-PARTY RELEASE, AS SET
FORTH ON APPENDIX A ATTACHED HERETO. THUS, YOU ARE ADVISED TO
REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS
MIGHT BE AFFECTED THEREUNDER.**

Objection Deadline. The deadline for filing Objections is **July 20, 2026, at 4:00 p.m. (prevailing Central Time).**

Any objection to the final approval of the Disclosure Statement or confirmation of the Plan must: (a) be made in writing, (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual basis for the objection, and (e) be filed with the Court and served so as to be **actually received** no later than the Objection Deadline by the parties listed below (the "***Notice Parties***"). **OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

- (i) **FAT Brands, Inc.**: 1166 Avenue of the Americas, Suite 300, New York, NY 10036, Attn: John C. DiDonato (jdidonato@hcg.com) and Abhimanyu Gupta (abhigupta@hcg.com);
- (ii) **Counsel to the Debtors:** Latham & Watkins LLP, (1) 1271 Avenue of the Americas, New York NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com), Natasha Hwangpo (natasha.hwangpo@lw.com), Randall Carl Weber-Levine (randall.weber-levine@lw.com), Ashley Gherlone Pezzi (ashley.pezzi@lw.com), and Thomas Fafara (thomas.fafara@lw.com) and

- (2) 10250 Constellation Blvd., Suite 1100 Los Angeles, California 90067, Attn: Ted A. Dillman (ted.dillman@lw.com);
- (iii) Co-counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200 Houston, TX 77002, Attn: Timothy A. (“Tad”) Davidson II (taddavidson@hunton.com), Ashley L. Harper (ashleyharper@hunton.com), and Philip M. Guffy (pguffy@hunton.com);
- (iv) Counsel to the WBS Ad Hoc Group: White & Case LLP, (1) 609 Main Street, Suite 2900, Houston, Texas 77002, Attn: Charles R. Koster (charles.koster@whitecase.com), (2) 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and Amanda Parra Criste (aparracriste@whitecase.com), and (3) 300 N. LaSalle Drive, Suite 3800, Chicago, Illinois 60654, Attn: Jason N. Zakia (jason.zakia@whitecase.com) and Adam T. Swingle (adam.swingle@whitecase.com);
- (v) Counsel to the Creditors’ Committee: Paul Hastings LLP, (1) 200 Park Ave, New York, New York 10166, Attn: Kristopher M. Hansen (krishansen@paulhastings.com) and Gabriel E. Sasson (gabesasson@paulhastings.com), and (2) 2001 Ross Avenue, Suite 2700, Dallas, Texas 75201, Attn: Charles M. Persons (charlespersons@paulhastings.com); and
- (vi) Office of the United States Trustee for Region 7: 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jayson B. Ruff (jayson.b.ruff@usdoj.gov) and Andrew Jimenez (andrew.jimenez@usdoj.gov).

INFORMATION REGARDING THE PLAN AND DISCLOSURE STATEMENT

Obtaining Solicitation Materials. If you wish to receive paper copies of the Plan and Disclosure Statement, you may obtain them (a) from Omni Agent Solutions, Inc. (the “*Balloting Agent*”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov.



ADDITIONAL INFORMATION

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING A THIRD-PARTY RELEASE. THESE PROVISIONS ARE SET FORTH IN APPENDIX A ATTACHED HERETO. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY, AS YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Dated: [●], 2026
Houston, Texas

/s/

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (TX Bar No. 24012503)

Ashley L. Harper (TX Bar No. 24065272)

Philip M. Guffy (TX Bar No. 24113705)

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Email: taddavidson@hunton.com

ashleyharper@hunton.com

pguffy@hunton.com

– and –

LATHAM & WATKINS LLP

Ray C. Schrock (NY Bar No. 4860631)

Natasha Hwangpo (NY Bar No. 5222575)

Randall Carl Weber-Levine (NY Bar No. 5673330)

Ashley Gherlone Pezzi (NY Bar No. 5754213)

Thomas Fafara (NY Bar No. 6013445)

1271 Avenue of the Americas

New York, New York 10020

Telephone: (212) 906-1200

Email: ray.schrock@lw.com

natasha.hwangpo@lw.com

randall.weber-levine@lw.com

ashley.pezzi@lw.com

thomas.fafara@lw.com

– and –

Ted A. Dillman (CA Bar No. 258499)

10250 Constellation Blvd., Suite 1100

Los Angeles, CA 90067

Telephone: (424) 653-5500

Email: ted.dillman@lw.com

*Co-Counsel for the Debtors
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

EXHIBIT 2-A

(Notice of Non-Voting Status for Presumed Accepting Classes and Opt-Out Release Form)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
In re: : Chapter 11
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
Debtors.¹ : (Jointly Administered)
----- X

**NOTICE OF NON-VOTING
STATUS AND OPT-OUT RELEASE FORM FOR HOLDERS
OF CLAIMS IN CERTAIN NON-VOTING CLASSES**

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors' mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

You are receiving this Notice of Non-Voting Status and Opt-Out Release Form because your rights may be affected under the Plan. Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING, IN ARTICLE X.C OF THE PLAN, A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT FAIL TO TIMELY OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN USING THE ENCLOSED OPT-OUT FORM WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE X OF THE PLAN, YOU WILL FORGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE X OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Releases, you will not be granted a release from the Releasing Parties under the Plan to the extent you are entitled to one.

The Opt-Out Release Form must be submitted no later than July 20, 2026, at 4:00 p.m. (prevailing Central Time).

You should review this notice and the Plan carefully and may wish to consult an attorney as your rights may be affected.

General Information Concerning this Notice of Non-Voting Status and Opt-Out Release Form

On January 26, 2026, FAT Brands, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), commenced chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors have commenced the solicitation of votes, in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), to accept or reject the *Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code*, dated [●], 2026 (as may be amended, modified, or supplemented from time to time, the “**Plan**”),² attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code*, dated May [●], 2026 (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) from Holders of Claims

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

in the Voting Classes. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' balloting agent, Omni Agent Solutions, Inc. (the "**Balloting Agent**"), at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>.

You are receiving this notice of non-voting status (this "**Notice**") and Opt-Out Release Form (the "**Opt-Out Release Form**") because, according to the Debtors' books and records, you may be a Holder of a Claim against one or more of the Debtors that, due to the nature and treatment of such Claim under the Plan, **is not entitled to vote on the Plan**. Specifically, under the terms of the Plan, Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired under the Plan and, pursuant to Section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Therefore, Holders of Claims and Interests in the Non-Voting Classes are not entitled to vote to accept or reject the Plan.

Article X.B of Plan contains a Debtor Release, and Article X.C contains a **Third-Party Release**. Article X also contains exculpation and injunction provisions. These provisions are also described in Appendix A. You are advised and encouraged to carefully review and consider the Plan and Disclosure Statement, including the release, exculpation, and injunction provisions, as your rights might be affected.

The Opt-Out Release Form provided in Appendix B provides you with the opportunity to elect to opt out of the releases described in Appendix A.

THE OPT-OUT RELEASE FORM MUST BE SUBMITTED NO LATER THAN July 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). If you elect to opt out of the releases, you will not be deemed to have granted the releases set forth in Article X of the Plan. If you opt out of the Releases, you will be a Released Party under the Plan and will forego any benefit of the Releases to which you may otherwise be entitled. The Opt-Out Release Form in Appendix B provides you with the opportunity to elect to opt out of the releases.

Making an Alternative Election Under this Opt-Out Release Form

Holders of Claims who take no action with respect to the Opt-Out Release Form will automatically be deemed to grant the Third-Party Releases contained in Article X.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any election on the Opt-Out Release Form. You may wish to seek legal advice concerning the election available under the Opt-Out Release Form.

Questions may be directed to the Debtors' Balloting Agent at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free) or by sending an electronic mail message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with "FAT Brands Solicitation Inquiry" in the subject or by submitting an inquiry on the Debtors' case website (<https://omniagentsolutions.com/FATBrands-TwinHospitality>). Copies of the Plan and Disclosure Statement may also be obtained by contacting the Balloting Agent. The Plan, Disclosure Statement, and related documents are also available for a fee through the Court's

electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

YOU SHOULD NOT DIRECT ANY QUESTIONS TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

[Remainder of page left intentionally blank]

Dated: [●], 2026
Houston, Texas

/s/

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (TX Bar No. 24012503)

Ashley L. Harper (TX Bar No. 24065272)

Philip M. Guffy (TX Bar No. 24113705)

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Email: taddavidson@hunton.com

ashleyharper@hunton.com

pguffy@hunton.com

– and –

LATHAM & WATKINS LLP

Ray C. Schrock (NY Bar No. 4860631)

Natasha Hwangpo (NY Bar No. 5222575)

Randall Carl Weber-Levine (NY Bar No. 5673330)

Ashley Gherlone Pezzi (NY Bar No. 5754213)

Thomas Fafara (NY Bar No. 6013445)

1271 Avenue of the Americas

New York, New York 10020

Telephone: (212) 906-1200

Email: ray.schrock@lw.com

natasha.hwangpo@lw.com

randall.weber-levine@lw.com

ashley.pezzi@lw.com

thomas.fafara@lw.com

– and –

Ted A. Dillman (CA Bar No. 258499)

10250 Constellation Blvd., Suite 1100

Los Angeles, CA 90067

Telephone: (424) 653-5500

Email: ted.dillman@lw.com

*Co-Counsel for the Debtors
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the "*Third-Party Released Claims*"); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Opt-Out Release Form

OPTIONAL: **Release Opt-Out Form**

You are receiving this Release Opt-Out Form because you are a Holder of a Claim that is not entitled to vote on the Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code, dated [●], 2026 (as may be amended, modified, or supplemented from time to time, the “Plan”).

Article X of the Plan contains release, exculpation, and injunction provisions as set forth on Appendix A.

This election allows you to:

OPT OUT OF THE RELEASES IN THE PLAN, WHICH MEANS YOU WILL NOT AND BENEFIT FROM THE RELEASES IN ARTICLE X OF THE PLAN BECAUSE IF YOU OPT OUT OF THE RELEASES YOU WILL NOT BE A RELEASED PARTY UNDER THE PLAN (IF APPLICABLE). IF YOU DO NOT OPT OUT OF THE RELEASES BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES AS PROVIDED IN THE PLAN.

Complete and return this Release Opt-Out Form if you wish to elect to opt out of the releases contained in Article X of the Plan and described in Appendix A.

Summary of Election

Article X.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A.

IMPORTANT INFORMATION REGARDING THE RELEASE

UNLESS YOU COMPLETE AND RETURN THIS OPT-OUT RELEASE FORM BY July 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME), YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE X OF THE PLAN.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article X of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Opt-Out Release Form is not received by the Balloting Agent by July 20, 2026, at 4:00 p.m. (prevailing Central Time), your election will not count, your Opt-Out Release Form will not be effective, and you will be deemed to have consented to the releases provided for in Article X of the Plan. If your election is received and the Opt-Out box below is not checked, you will be deemed to have consented to the releases provided for in Article X of the Plan. Any Opt-Out election that is illegible or does not provide sufficient information to identify the Claim Holder or Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an Opt-Out election will be resolved by the Debtors, which resolution will be final and binding.

If you have any questions on how to properly complete this Opt-Out Release Form, you may contact the Balloting Agent at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free) or by sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.

By First Class Mail:

**FAT Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367**

By Hand Delivery: To arrange hand delivery of your Opt-Out Release Form, please email FATBrands-TwinHospitalityInquiries@OmniAgnt.com (with “**FAT Brands Ballot Delivery**” in the subject line) at least 24 hours prior to your arrival at the Balloting Agent address above and provide the anticipated date and time of delivery.

OR

By Electronic, Online Submission:

Please visit <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>. Click on the “Submit Opt-Out**” link under the “**Balloting**” section of the Debtors’ website and follow the directions to submit your Release Opt-Out Form. If you choose to submit your Opt-Out Release Form via the Opt-Out upload site you should NOT also return a hard copy of your Opt-Out Release Form. “**Uploading your Opt Out**” is the sole manner in which this Opt-Out Release Form will be accepted via electronic or online transmission. Opt-Out Release Forms submitted by facsimile or email will not be counted.**

THE BALLOTING AGENT MUST ACTUALLY RECEIVE YOUR OPT-OUT ELECTION ON OR BEFORE THE RELEASE OPT-OUT DEADLINE.

Opt-Out Election

The undersigned, a Holder of An Other Secured Claim or an Other Secured Claim:

ELECTS TO **OPT OUT OF THE THIRD-PARTY RELEASE IN ARTICLE X OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE X OF THE PLAN.**

If you have made the election above, you must complete and sign the below certification.

Certification and Signature for Opt-Out Election

Certification. By signing this Opt-Out Release Form, the electing Claim Holder or Interest Holder, as applicable, certifies to the Court and the Debtors:

- a. that the Holder acknowledges that the election provided for in this Opt-Out Release Form is being made pursuant to the terms and conditions set forth in the Plan;
- b. that the Holder has the full power and authority to make the election provided for in this Opt-Out Release Form with respect to its Class 1 or Class 2 Claim.

Name of Holder (Please Print or Type) _____

Authorized Signature _____

Name of Signatory (if other than Holder) _____

Title, (if other than Holder)¹ _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Date Completed _____

¹ If you are completing this Opt-Out Release Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

EXHIBIT 2-B

(Notice of Non-Voting Status for Deemed Rejecting Classes and Opt-In Release Form)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
In re: : Chapter 11
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
Debtors.¹ : (Jointly Administered)
----- X

**NOTICE OF NON-VOTING
STATUS AND OPT-IN RELEASE FORM FOR HOLDERS
OF CLAIMS AND CERTAIN INTERESTS IN CERTAIN NON-VOTING CLASSES**

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors' mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

You are receiving this Notice of Non-Voting Status and Opt-In Release Form because your rights may be affected under the Plan. Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING, IN ARTICLE X.C OF THE PLAN, A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT ELECT TO OPT IN TO THE PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN USING THE ENCLOSED OPT-IN FORM WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY NOT ELECTING TO OPT IN TO THE RELEASES SET FORTH IN ARTICLE X OF THE PLAN, YOU WILL FORGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE X OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Please be advised that your decision to opt in does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you do not opt in; however, in the event you do not opt in to the Releases, you will not be granted a release from the Releasing Parties under the Plan to the extent you are entitled to one.

The Opt-In Release Form must be submitted no later than July 20, 2026, at 4:00 p.m. (prevailing Central Time)

You should review this notice and the Plan carefully and may wish to consult an attorney as your rights may be affected.

General Information Concerning this Notice of Non-Voting Status and Opt-In Release Form

On January 26, 2026, FAT Brands, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), commenced chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors have commenced the solicitation of votes, in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), to accept or reject the *Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code*, dated [●], 2026 (as may be amended, modified, or supplemented from time to time, the “**Plan**”),² attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code*, dated [●], 2026 (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) from Holders of Claims in the Voting Classes. Copies of the Plan and the Disclosure Statement may be obtained free of

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

charge by visiting the solicitation website maintained by the Debtors' balloting agent, Omni Agent Solutions, Inc. (the "**Balloting Agent**"), at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>.

You are receiving this notice of non-voting status (this "**Notice**") and Opt-In Release Form (the "**Opt-In Release Form**") because, according to the Debtors' books and records, you may be a Holder of a Claim against or Interest in one or more of the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, **is not entitled to vote on the Plan**. Specifically, under the terms of the Plan, Claims in Class 9 (Intercompany Claims) and Class 10 (Subordinated Claims) and Interests in Class 11 (Intercompany Interests) and Class 12 (Existing Equity Interests) are Impaired under the Plan with no recovery and, pursuant to Section 1126(g) of the Bankruptcy Code are deemed to reject the Plan. Therefore, Holders of Claims and Interests in the aforementioned Classes 9, 10, 11, and 12 (together with Class 1 and Class 2, collectively, the "**Non-Voting Classes**") are not entitled to vote to accept or reject the Plan.

Article X.B of Plan contains a Debtor Release, and Article X.C contains a **Third-Party Release**. Article X also contains exculpation and injunction provisions. These provisions are also described in Appendix A. You are advised and encouraged to carefully review and consider the Plan and Disclosure Statement, including the release, exculpation, and injunction provisions, as your rights might be affected.

The Opt-In Release Form provided in Appendix B provides you with the opportunity to elect to opt in to the releases described in Appendix A.

THE OPT-IN RELEASE FORM MUST BE SUBMITTED NO LATER THAN July 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). If you elect to opt in to the releases, you will be deemed to have granted the releases set forth in Article X of the Plan. If you opt in to the Releases, you will be a Released Party under the Plan. The Opt-In Release Form in Appendix B provides you with the opportunity to elect to opt in of the releases.

Making an Alternative Election Under this Opt-In Release Form

Holders of Claims and Interests who take no action with respect to the Opt-In Release Form will automatically be deemed to not grant the Third-Party Releases contained in Article X.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any election on the Opt-In Release Form. You may wish to seek legal advice concerning the election available under the Opt-In Release Form.

Questions may be directed to the Debtors' Balloting Agent at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free) or by sending an electronic mail message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with "FAT Brands Solicitation Inquiry" in the subject or by submitting an inquiry on the Debtors' case website (<https://omniagentsolutions.com/FATBrands-TwinHospitality>). Copies of the Plan and Disclosure Statement may also be obtained by contacting the Balloting Agent. The Plan, Disclosure Statement, and related documents are also available for a fee through the Court's

electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

YOU SHOULD NOT DIRECT ANY QUESTIONS TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

[Remainder of page left intentionally blank]

Dated: [●], 2026
Houston, Texas

/s/

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (TX Bar No. 24012503)

Ashley L. Harper (TX Bar No. 24065272)

Philip M. Guffy (TX Bar No. 24113705)

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Email: taddavidson@hunton.com

ashleyharper@hunton.com

pguffy@hunton.com

– and –

LATHAM & WATKINS LLP

Ray C. Schrock (NY Bar No. 4860631)

Natasha Hwangpo (NY Bar No. 5222575)

Randall Carl Weber-Levine (NY Bar No. 5673330)

Ashley Gherlone Pezzi (NY Bar No. 5754213)

Thomas Fafara (NY Bar No. 6013445)

1271 Avenue of the Americas

New York, New York 10020

Telephone: (212) 906-1200

Email: ray.schrock@lw.com

natasha.hwangpo@lw.com

randall.weber-levine@lw.com

ashley.pezzi@lw.com

thomas.fafara@lw.com

– and –

Ted A. Dillman (CA Bar No. 258499)

10250 Constellation Blvd., Suite 1100

Los Angeles, CA 90067

Telephone: (424) 653-5500

Email: ted.dillman@lw.com

*Co-Counsel for the Debtors
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Opt-In Release Form

OPTIONAL: **Release Opt-In Form**

You are receiving this Release Opt-In Form because you are a Holder of a Claim or Interest that is not entitled to vote on the Joint Plan of Liquidation of FAT Brands, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code, dated [●], 2026 (as may be amended, modified, or supplemented from time to time, the “Plan”).

Article X of the Plan contains release, exculpation, and injunction provisions as set forth on Appendix A.

This election allows you to:

OPT IN TO THE RELEASES IN ARTICLE X OF THE PLAN. IF YOU OPT IN TO THE RELEASES BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES AS PROVIDED IN THE PLAN.

Complete and return this Release Opt-In Form if you wish to elect to opt in to the releases contained in Article X of the Plan and described in Appendix A.

IMPORTANT INFORMATION REGARDING THE RELEASE

IF YOU COMPLETE AND RETURN THIS OPT-IN RELEASE FORM BY JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME), YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE X OF THE PLAN.

Instructions for Making a Release Opt-In Election

If you wish to make the election and opt in to granting the releases contained in Article X of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Opt-In Release Form is received by the Balloting Agent by July 20, 2026, at 4:00 p.m. (prevailing Central Time), your election will count, your Opt-In Release Form will be effective, and you will be deemed to have consented to the releases provided for in Article X of the Plan. If your election is received and the Opt-In box below is checked, you will be deemed to have consented to the releases provided for in Article X of the Plan. Any Opt-In election that is illegible or does not provide sufficient information to identify the Claim Holder or Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an Opt-In election will be resolved by the Debtors, which resolution will be final and binding.

If you have any questions on how to properly complete this Opt-In Release Form, you may contact the Balloting Agent at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free) or by sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line.

IF YOU WISH TO MAKE THE OPT-IN ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-IN FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.

By First Class Mail:

**FAT Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367**

By Hand Delivery: To arrange hand delivery of your Opt-In Release Form, please email FATBrands-TwinHospitalityInquiries@OmniAgnt.com (with “FAT Brands Ballot Delivery” in the subject line) at least 24 hours prior to your arrival at the Balloting Agent address above and provide the anticipated date and time of delivery.

OR

By Electronic, Online Submission:

Please visit <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>. Click on the “Submit Opt-In” link under the “Balloting” section of the Debtors’ website and follow the directions to submit your Release Opt-In Form. If you choose to submit your Opt-In Release Form via the Opt-In upload site, you should NOT also return a hard copy of your Opt-In Release Form. “Uploading your Opt In” is the sole manner in which this Opt-In Release Form will be accepted via electronic or online transmission. Opt-In Release Forms submitted by facsimile or email will not be counted.

THE BALLOTING AGENT MUST ACTUALLY RECEIVE YOUR OPT-IN ELECTION ON OR BEFORE THE RELEASE OPT-IN DEADLINE.

Opt-In Election

The undersigned, a Holder of a Class 9 (Intercompany Claim), Class 10 (Subordinated Claim), Class 11 (Intercompany Interest), or Class 12 (Existing Equity Interest):

ELECTS TO **OPT IN TO** THE THIRD-PARTY RELEASE IN ARTICLE X.C OF THE PLAN AND, AS A RESULT, BE SUBJECT TO AND BENEFIT FROM THE RELEASES UNDER ARTICLE X OF THE PLAN.

If you have made the election above, you must complete and sign the below certification.

Certification and Signature for Opt-In Election

Certification. By signing this Opt-In Release Form, the electing Claim Holder or Interest Holder, as applicable, certifies to the Court and the Debtors:

- a. that the Holder acknowledges that the election provided for in this Opt-In Release Form is being made pursuant to the terms and conditions set forth in the Plan;
- b. that the Holder has the full power and authority to make the election provided for in this Opt-In Release Form with respect to its Class 9, Class 10, Class 11, or Class 12 Claim or Interest.

Name of Holder (Please Print or Type) _____

Authorized Signature _____

Name of Signatory (if other than Holder) _____

Title, (if other than Holder)¹ _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Date Completed _____

¹ If you are completing this Opt-In Release Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

EXHIBIT 3

(Form of Ballot for Class 3 Secured Insight Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

**BALLOT FOR HOLDERS OF CLAIMS IN CLASS 3 (SECURED INSIGHT CLAIMS)
FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN
OF LIQUIDATION OF FAT BRANDS INC. AND
ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X.C of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a Holder of a Class 3 Secured Insight Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 3 SECURED INSIGHT CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 3 Secured Insight Claim (if any) shall receive its Pro Rata Share of the Insight Distributable Proceeds, if any.

Please be advised that if the Plan is consummated, Holders of Class 3 Secured Insight Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BALLOT TO THE BALLOTING AGENT, SUCH THAT THE BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE BALLOT INDICATING YOUR VOTE CAST ON YOUR BALLOT BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID, SUBJECT TO THE DEBTORS' AND COMMITTEE'S AGREEMENT TO ACCEPT AND COUNT SUCH BALLOTS AND ELECTIONS TO OPT OUT OF THE THIRD PARTY-RELEASE.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

BALLOT INSTRUCTIONS

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan. PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
2. Complete Item 1.
3. Complete Item 2.
4. If you elect not to grant the Third-Party Release, check the box in Item 3. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without the box in Item 3 checked, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.
5. Review the certification contained in Item 4.
6. Sign and date the Ballot and fill out the other required information.
7. Return your completed Ballot to the Balloting Agent no later than July 20, 2026, at 4:00 p.m. (prevailing Central Time).
8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
9. You must vote the full amount of your Class 3 Secured Insight Claim *either* to accept *or* reject the Plan and may not split your vote. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted, unless otherwise determined by the Debtors, in their sole discretion.
10. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the last received, properly executed Ballot submitted to the Balloting Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
11. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (ii) any Ballot cast by a Person or Entity that does not hold

a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature, and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

13. If a Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Ballot to the Balloting Agent is at your election and risk.
14. The Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
15. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
16. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON, INCLUDING THE BALLOTING AGENT, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

PLEASE RETURN YOUR BALLOT PROMPTLY TO THE BALLOTING AGENT BY ONLY ONE OF THE METHODS BELOW. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, THESE INSTRUCTIONS, OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT AT (747) 288-6379 (INTERNATIONAL) OR (888) 202-5659 (U.S./CANADA, TOLL FREE) OR BY SENDING AN EMAIL TO FATBRANDS-TWINHOSPITALITYINQUIRIES@OMNIAGNT.COM (WITH "FAT BRANDS SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

[Remainder of page left intentionally blank]

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

If by Regular Mail, Hand Delivery, or Overnight Courier

Please complete your Ballot in accordance with these instructions, clearly indicate your decision to accept or reject the Plan in the boxes provided in Item 2 of the Ballot, clearly sign and date your Ballot, and return your original Ballot in the enclosed, pre-addressed, pre-paid envelope or via first class mail, overnight courier or hand delivery to the following address:

FAT Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

If you would like to coordinate hand delivery of your Ballot, please email FATBrands-TwinHospitalityInquiries@OmniAgnt.com with "FAT Brands Ballot Delivery" in the subject line at least 24 hours before your arrival at the address above and provide the anticipated date and time of your delivery.

Via E-Ballot Portal

Submit your Ballot via the Balloting Agent's online portal at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. Click on the "Balloting" tab of the Debtors' website, select "Submit E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Balloting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders of Claims who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

Item 1. Principal Amount of Claim

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Class 3 Secured Insight Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan

Please vote below either to accept or to reject the Plan with respect to your Claims in Class 3. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Before voting on the Plan, please note the following:

If you (a) abstain from voting, (b) vote to reject the Plan, or (c) vote to accept the Plan, and, in each case, do not check the box in Item 3 below, you shall be deemed to have consented to the Third-Party Release.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article X of the Plan.

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

The undersigned Holder of a Class 3 Secured Insight Claim identified in Item 1 votes to (check one box):

ACCEPT (vote FOR) the Plan. **REJECT** (vote AGAINST) the Plan.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

Item 3. Optional Release Election

Regardless of if you voted to accept or reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect not to grant the Third-Party Release. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.

Opt Out of the Third-Party Release

PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

If you are entitled to vote on the Plan and you submit a Ballot and do not check the box in Item 3 above, you shall be deemed to have consented to the Third-Party Release in the Plan and attached hereto as Appendix A. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

Item 4. Acknowledgments

By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that

- (i) it has the power and authority to vote to accept or reject the Plan;
- (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Claims described in Item 1 as of the Voting Record Date;
- (iii) it has cast the same vote with respect to all of its Claims in the same Class as the Claims described in Item 1;
- (iv) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked;
- (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and
- (vi) the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder of Class 3 Secured Insight Claim

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

YOU MUST SEND YOUR BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

EXHIBIT 4-A

(Form of Beneficial Holder Ballot for Class 4 Secured Percent Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLAIMS IN CLASS 4 (SECURED PERCENT CLAIMS) FOR VOTING TO ACCEPT OR REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a holder of a Class 4 Secured Percent Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Package, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

[Remainder of page left intentionally blank]

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 4 SECURED PERCENT CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 4 Secured Percent Claim (if any) shall receive its Pro Rata Share of the Percent Distributable Proceeds, if any.

Please be advised that if the Plan is consummated, Holders of Class 4 Secured Percent Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

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IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE, COMPLETE THE MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE BALLOTING AGENT, SUCH THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT INDICATING YOUR VOTE CAST ON YOUR BENEFICIAL HOLDER BALLOT (OR OTHERWISE IN ACCORDANCE WITH YOUR NOMINEE'S INSTRUCTIONS) BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

IF YOUR NOMINEE CHOSE TO SEND YOU A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, YOUR NOMINEE WILL HAVE ALREADY COMPLETED ITEM 5 BELOW (INCLUDING SPECIFYING THE NOMINEE'S DTC PARTICIPANT NUMBER) AND EXECUTED THIS BENEFICIAL HOLDER BALLOT ON YOUR BEHALF, WITH YOUR BENEFICIAL ACCOUNT NUMBER OR NAME, THE AMOUNT OF CLAIMS HELD BY THE BENEFICIAL HOLDER AS OF THE VOTING RECORD DATE, AND A MEDALLION GUARANTEE STAMP CONFIRMING THE AMOUNT OF YOUR CLASS 4 CLAIM. IF YOU RECEIVED A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, PLEASE COMPLETE THE REMAINING ITEMS ON THE BENEFICIAL HOLDER BALLOT AND RETURN THE BENEFICIAL HOLDER BALLOT DIRECTLY TO THE BALLOTING AGENT BY NO LATER THAN THE VOTING DEADLINE USING THE RETURN ENVELOPE PROVIDED IN THE SOLICITATION PACKAGE. IF NO RETURN ENVELOPE WAS PROVIDED, YOU SHOULD CONTACT THE BALLOTING AGENT FOR INSTRUCTIONS.

YOU SHOULD NOT SEND YOUR BENEFICIAL HOLDER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

BENEFICIAL HOLDER BALLOT INSTRUCTIONS

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Releases, complete Item 3.
3. Review the certification contained in Item 4.
4. Review the certification contained in Item 5.
5. Sign and date the Beneficial Holder Ballot and fill out the other required information (or otherwise follow the instructions of your Nominee).
6. Return your completed Beneficial Holder Ballot to your Nominee so that your Nominee may complete the Master Ballot and return the Master Ballot to the Balloting Agent no later than July 20, 2026 at 4:00 p.m. (prevailing Central Time).
7. You must vote the full amount of your Class 4 Secured Percent Claim *either* to accept *or* reject the Plan and may not split your vote.
8. If you cast more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted to your Nominee or the Balloting Agent, as applicable, will supersede any prior Beneficial Holder Ballot.
9. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means in lieu of this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.
10. The following Beneficial Holder Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Beneficial Holder Ballot, (iv) any Beneficial Holder Ballot that does not contain an original signature, and (v) any Beneficial Holder Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
11. If a Beneficial Holder Ballot or Master Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Beneficial Holder Ballot to the Nominee or the Balloting Agent is at your election and risk.
12. The Beneficial Holder Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
13. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Beneficial Holder Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

14. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BENEFICIAL HOLDER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

[Remainder of page left intentionally blank]

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory of such a Beneficial Holder) of a Class 4 Secured Percent Claim, the CUSIPs associated with the instruments under which such claims arise are indicated by your Nominee on Appendix B hereto, in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Class 4 Secured Percent Claim are held by a Nominee on your behalf and you do not know the principal amount of the Claims held, please contact your Nominee immediately to obtain the amount.

\$ _____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article X of the Plan for information about the Releases.

Any Beneficial Holder Ballot that is executed by the Holder of a Class 4 Secured Percent Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.

The Holder of the Class 4 Secured Percent Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan.	<input type="checkbox"/> REJECT (vote AGAINST) the Plan.
-------------------------------------------------------------	-----------------------------------------------------------------

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Releases. **If you do not opt out of the Third-Party Releases by checking the box below, you will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties as provided in the Plan. If you would otherwise be entitled to a release under Article X of the Plan and set forth in Appendix A, but opt out**

of the Third-Party Releases, you will not receive the benefit of the Releases set forth in Article X of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Releases, you will not be granted a release from the Releasing Parties under the Plan. You may wish to seek legal advice regarding your election.

<input type="checkbox"/> Opt Out of the Third-Party Releases

Item 4. Certification as to Class 4 Secured Percent Claims Held in Additional Accounts.

The undersigned hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 4 Secured Percent Claims held in other accounts or other record names, or (ii) if it has submitted Beneficial Holder Ballots for other Class 4 Secured Percent Claims held in other accounts or other record names, then such Beneficial Holder Ballots indicate the same vote to accept or reject the Plan. If the undersigned has submitted Beneficial Holder Ballots for other such Class 4 Secured Percent Claims, then the undersigned certifies the accuracy of the information provided below as to such other Claims.

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4 SECURED PERCENT CLAIMS ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Name of Beneficial Holder (or name of Nominee if Class 4 Secured Percent Claims are held through a Nominee)	Account Number	Amount of Other Class 4 Secured Percent Claims Voted	CUSIP of Other Class 4 Secured Percent Claims Votes

Item 5. Certification.

By returning this Beneficial Holder Ballot, the Holder of the Class 4 Secured Percent Claim identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for the Class 4 Secured Percent Claim identified in Item 1; (b) it was the Holder of the Class 4 Secured Percent Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 4 Secured Percent Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder of Class 4 Secured Percent Claim

Custodian (if known)

DTC Participant Number (if known)

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Beneficial Holder Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST FORWARD YOUR BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH AMPLE TIME FOR YOUR NOMINEE TO COMPLETE THE MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE MASTER BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED. PLEASE NOTE THAT YOUR NOMINEE MAY ESTABLISH AN EARLIER DEADLINE FOR YOU TO SUBMIT YOUR BENEFICIAL HOLDER BALLOT IN ORDER TO ALLOW ITSELF SUFFICIENT TIME TO DELIVER THE MASTER BALLOT TO THE BALLOTING AGENT BY THE DEADLINE NOTED ABOVE.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check the CUSIP/ISIN to which this Beneficial Holder Ballot pertains (or clearly indicate such information directly on the Beneficial Holder Ballot or on an exhibit thereto):

Class 4 Secured Percent Claims	
<input type="checkbox"/>	[●] ([●] Notes)
<input type="checkbox"/>	[●] ([●] Notes)

EXHIBIT 4-B

(Form of Master Ballot for Class 4 Secured Percent Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
In re: : Chapter 11
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
Debtors.¹ : (Jointly Administered)
----- X

**MASTER BALLOT FOR HOLDERS OF CLAIMS
IN CLASS 4 (SECURED PERCENT CLAIMS) FOR VOTING TO ACCEPT
OR REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND
ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

This master ballot (the “*Master Ballot*”) is being submitted to brokers, dealers, commercial banks, trust companies, or other agent nominees (“*Nominees*”) of beneficial holders of certain Claims (each a “*Beneficial Holder*”) against FAT Brands Inc. and its debtor affiliate, as debtors and debtors in possession (collectively, the “*Debtors*”) in connection with the Debtors’ solicitation of votes to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “*Disclosure Statement*”), which accompanies this Master Ballot and has also been posted on the Debtors’ voting information website (**located at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>**). The Debtors’ voting information website contains important information and other key deadlines.

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you or a Beneficial Holder of a Class 4 Secured Percent Claim does not have a copy or wish to obtain additional copies of the Plan and/or Disclosure Statement, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov.

This Master Ballot is being submitted to Nominees of Beneficial Holders, as of June 17, 2026 (the “**Voting Record Date**”), of a Class 4 Secured Percent Claim. The CUSIPs associated with the instruments under which such Class 4 Secured Percent Claims arise are indicated on Appendix B hereto.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such Holders (the “**Beneficial Holder Ballot**”) with a return envelope addressed to you, as provided in the attached instructions, if you intend to utilize the Master Ballot. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 4 Secured Percent Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 4 Secured Percent Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.

In addition, you are authorized to collect votes to accept or to reject the Plan from Holders of Class 4 Secured Percent Claims in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Holders through online voting, by phone, facsimile, or other electronic means.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on Holders of Class 4 Secured Percent Claims if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class; and (ii) the Plan otherwise satisfies the applicable requirements of Section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on Holders of Percent Claims whether or not a Holder of a Class 4 Secured Percent Claim votes to accept or reject the Plan or does not vote.

Your receipt of this Master Ballot does not signify that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 Secured Percent Claims.

This Master Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan; and/or (ii) to opt out of the Third-Party Releases as set forth in Appendix A.

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**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 4 SECURED PERCENT CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 4 Secured Percent Claim (if any) shall receive its Pro Rata Share of the Percent Distributable Proceeds, if any.

Please be advised that if the Plan is consummated, Holders of Class 4 Secured Percent Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

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IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT BY THE VOTING DEADLINE, THE VOTES BY THE BENEFICIAL HOLDERS WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION BY THE BENEFICIAL HOLDERS TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND THE MASTER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE MASTER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON HOLDERS OF CLASS 4 SECURED PERCENT CLAIMS WHETHER OR NOT THEY VOTE.

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MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should already have delivered to each such holder a copy of the Disclosure Statement, along with a Beneficial Holder Ballot with a return envelope addressed to you (unless you have elected to send pre-validated Beneficial Holder Ballots, in which case the return envelope should be addressed to the Balloting Agent), so such Holder may return their Beneficial Holder Ballot to you in sufficient time for you to complete and return the Master Ballot to the Balloting Agent, so that the Balloting Agent actually receives the Master Ballot before the Voting Deadline.
2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 4 Secured Percent Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 4 Secured Percent Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.
3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (i) transfer the requested information from each such Beneficial Holder Ballot onto the Master Ballot; (ii) execute the Master Ballot; and (iii) deliver the Master Ballot to the Balloting Agent in accordance with these instructions.
4. Please keep any records of Beneficial Holder Ballots, whether in hard copy or by electronic direction, for at least one year after the Voting Deadline (or such other date as is set by order of the Bankruptcy Court). You may be ordered to produce the Beneficial Holder Ballots (or evidence of the votes submitted to you) to the Debtors or the Bankruptcy Court.
5. If you are both the Nominee and Beneficial Holder, and you wish to vote such Class 4 Secured Percent Claims for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.
6. The following ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned ballot, (iv) any ballot that does not contain an original signature (provided, however, any valid Ballot submitted electronically or by email shall be deemed to bear an original signature), and (v) any ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
7. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Master Ballot to the Balloting Agent is at your election and risk.
8. If a Beneficial Holder submits Beneficial Holder Ballots for multiple Class 4 Secured Percent Claims, whether held in other accounts or other record names, and such Beneficial Holder Ballots

indicate different or inconsistent votes to accept or reject the Plan, then all such Beneficial Holder Ballots will not be counted.

9. For the avoidance of doubt, if it is your customary practice to collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.
 10. To the extent that conflicting votes or “over votes” are submitted by a Nominee, the Balloting Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any over votes are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the applicable security.
 11. The Master Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors’ financial or legal advisors.
 12. If a Beneficial Holder submits more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted will supersede any prior Beneficial Holder Ballot.
 13. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot.
 14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
 15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
 16. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
-

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

You may submit your Master Ballot electronically, via the E-Balloting Portal, or in the return envelope provided in your package as described below:

If by E-Balloting Portal:

Master Ballots may be submitted via an electronic Ballot (“E-Ballot”) through the Balloting Agent’s on-line electronic Ballot submission portal (the “E-Balloting Portal”) by no later than the Voting Deadline. Any failure to follow the voting instructions included with the Master Ballot may disqualify your Ballot and your vote. E-Ballots cast by facsimile, e-mail or other electronic transmission, except through the E-Balloting Portal, will not be counted. Submit your Master Ballot via the Balloting Agent’s E-Balloting Portal, by visiting <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, clicking on the “Balloting” section of the Debtors’ website and following the instructions to submit your Ballot.

**If by First Class Mail, Postage Prepaid,
Personal Delivery, or Overnight Courier:**

Fat Brands Ballot Processing

c/o Omni Agent Solutions, Inc.

5955 DeSoto Ave., Suite 100

Woodland Hills, CA 91367

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT.

PLEASE COMPLETE ALL OF THE ITEMS BELOW BASED UPON ANY BENEFICIAL HOLDER BALLOTS RECEIVED. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holders in the principal amount of Class 4 Secured Percent Claims listed in Item 2 below and is the registered holder of such Class 4 Secured Percent Claims; or
- is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Class 4 Secured Percent Claims in the principal amount listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered holder of the principal amount of Class 4 Secured Percent Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 4 Secured Percent Claims in the principal amount listed in Item 2 below.

Item 2. Vote on the Plan.

The undersigned transmits the following votes of Beneficial Holders in respect of their Class 4 Secured Percent Claims and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.³

³ Indicate in the appropriate column the principal amount of the Class 4 Secured Percent Claims voted for each account, or attach such information to this Master Ballot in the form of the following table. You may also provide a spreadsheet if additional space is needed.

Please note that each Beneficial Holder must vote all of such Beneficial Holder's Claims to accept or to reject the Plan and may not split such vote. Any ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

VOTE ONE CUSIP PER MASTER BALLOT AND CHECK A BOX BELOW TO INDICATE THE CUSIP VOTED ON THIS MASTER BALLOT

Your Customer Account Number for Each Beneficial Holder of Class 4 Secured Percent Claims that Voted	Principal Amount of Class 4 Secured Percent Claims Held by Your Customer	Item 2. Vote on Plan		Optional Release Opt-Out Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class 4 Secured Percent Claims Voted Through Other Beneficial Holder Ballots.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, Beneficial Holders have provided in Item 4 of the Beneficial Holder Ballot, identifying any Class 4 Secured Percent Claims for which such Beneficial Holders have submitted other ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder That Completed Item 4 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:			
	Name of Beneficial Holder (or name of Nominee if notes are held through a Nominee)	Account Number	Principal Amount of Other Class 4 Secured Percent Claims Voted	CUSIP Number of Other Class 4 Secured Percent Claims Voted

Certification.

By signing this Master Ballot, the undersigned certifies that:

- (a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 4 Secured Percent Claims through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 4 Secured Percent Claims through the undersigned; (ii) the respective amounts of Class 4 Secured Percent Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder’s respective vote concerning the Plan; and (iv) each such Beneficial Holder’s election with respect to the optional release election; and (v) the customer account or other identification number for each such Beneficial Holder;
- (c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned’s Class 4 Secured Percent Claims, the undersigned confirms and attests to each of the certifications in Item 5 of the Beneficial Holder Ballot;
- (d) each such Beneficial Holder has certified to the undersigned that such beneficial holder is a Beneficial Holder and/or is otherwise eligible to vote on the Plan; and

- (e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Nominee Information and Signature.

Name of Nominee or Custodian

DTC Participant Number

Name of Proxy Holder or Agent for Nominee (if applicable)

Signature

Name of Signatory

Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Master Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check one (and only one) box below to indicate the Plan Class and CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on an exhibit thereto). If you check more than one box, you risk having all votes submitted through this Master Ballot invalidated.

Class 4 Secured Percent Claims CUSIPS
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)

EXHIBIT 5

(Form of Ballot for Class 5 Secured Waterfall Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., et al., : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

BALLOT FOR HOLDERS OF CLAIMS IN CLASS 5 (SECURED WATERFALL CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X.C of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a Holder of a Class 5 Secured Waterfall Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 5 SECURED WATERFALL CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 5 Secured Waterfall Claim (if any) shall receive its Pro Rata Share of the Waterfall Distributable Proceeds, if any.

Please be advised that if the Plan is consummated, Holders of Class 5 Secured Waterfall Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BALLOT TO THE BALLOTING AGENT, SUCH THAT THE BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE BALLOT INDICATING YOUR VOTE CAST ON YOUR BALLOT BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID, SUBJECT TO THE DEBTORS' AND COMMITTEE'S AGREEMENT TO ACCEPT AND COUNT SUCH BALLOTS AND ELECTIONS TO OPT OUT OF THE THIRD PARTY-RELEASE.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

BALLOT INSTRUCTIONS

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan. PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
2. Complete Item 1.
3. Complete Item 2.
4. If you elect not to grant the Third-Party Release, check the box in Item 3. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without the box in Item 3 checked, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.
5. Review the certification contained in Item 4.
6. Sign and date the Ballot and fill out the other required information.
7. Return your completed Ballot to the Balloting Agent no later than July 20, 2026, at 4:00 p.m. (prevailing Central Time).
8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
9. You must vote the full amount of your Class 5 Secured Waterfall Claim *either* to accept *or* reject the Plan and may not split your vote. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted, unless otherwise determined by the Debtors, in their sole discretion.
10. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the last received, properly executed Ballot submitted to the Balloting Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
11. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (ii) any Ballot cast by a Person or Entity that does not hold

a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature, and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

13. If a Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Ballot to the Balloting Agent is at your election and risk.
14. The Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
15. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
16. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON, INCLUDING THE BALLOTING AGENT, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

PLEASE RETURN YOUR BALLOT PROMPTLY TO THE BALLOTING AGENT BY ONLY ONE OF THE METHODS BELOW. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, THESE INSTRUCTIONS, OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT AT (747) 288-6379 (INTERNATIONAL) OR (888) 202-5659 (U.S./CANADA, TOLL FREE) OR BY SENDING AN EMAIL TO FATBRANDS-TWINHOSPITALITYINQUIRIES@OMNIAGNT.COM (WITH "FAT BRANDS SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

[Remainder of page left intentionally blank]

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

If by Regular Mail, Hand Delivery, or Overnight Courier

Please complete your Ballot in accordance with these instructions, clearly indicate your decision to accept or reject the Plan in the boxes provided in Item 2 of the Ballot, clearly sign and date your Ballot, and return your original Ballot in the enclosed, pre-addressed, pre-paid envelope or via first class mail, overnight courier or hand delivery to the following address:

FAT Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

If you would like to coordinate hand delivery of your Ballot, please email FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “FAT Brands Ballot Delivery” in the subject line at least 24 hours before your arrival at the address above and provide the anticipated date and time of your delivery.

Via E-Ballot Portal

Submit your Ballot via the Balloting Agent’s online portal at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. Click on the “Balloting” tab of the Debtors’ website, select “Submit E-Ballot” and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Balloting Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders of Claims who cast a Ballot using the Balloting Agent’s online portal should NOT also submit a paper Ballot.

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

Item 1. Principal Amount of Claim

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Class 5 Secured Waterfall Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan

Please vote below either to accept or to reject the Plan with respect to your Claims in Class 5. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

<p style="text-align: center;">Before voting on the Plan, please note the following:</p> <p>If you (a) abstain from voting, (b) vote to reject the Plan, or (c) vote to accept the Plan, and, in each case, do not check the box in Item 3 below, you shall be deemed to have consented to the Third-Party Release.</p> <p>The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article X of the Plan.</p> <p>Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.</p>

The undersigned Holder of a Class 5 Secured Waterfall Claim identified in Item 1 votes to (check one box):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan.	<input type="checkbox"/> REJECT (vote AGAINST) the Plan.
-------------------------------------------------------------	-----------------------------------------------------------------

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

Item 3. Optional Release Election

Regardless of if you voted to accept or reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect not to grant the Third-Party Release. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.

Opt Out of the Third-Party Release

PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

If you are entitled to vote on the Plan and you submit a Ballot and do not check the box in Item 3 above, you shall be deemed to have consented to the Third-Party Release in the Plan and attached hereto as Appendix A. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

Item 4. Acknowledgments

By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that

- (i) it has the power and authority to vote to accept or reject the Plan;
- (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Claims described in Item 1 as of the Voting Record Date;
- (iii) it has cast the same vote with respect to all of its Claims in the same Class as the Claims described in Item 1;
- (iv) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked;
- (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and
- (vi) the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder of Class 5 Secured Waterfall Claim

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

YOU MUST SEND YOUR BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the "*Third-Party Released Claims*"); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

EXHIBIT 6-A

(Form of Beneficial Holder Ballot for Class 6 Resid Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., et al., : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

**BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLAIMS IN
CLASS 6 (RESID CLAIMS) FOR VOTING TO ACCEPT OR
REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS
AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a holder of a Class 6 Resid Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Package, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

[Remainder of page left intentionally blank]

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 6 RESID CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of all Resid Claims (unless the applicable Holder agrees to a less favorable treatment): (1) the Resid Trustee shall receive payment of the Resid Trustee Expenses in Cash from the Resid Trust Accounts; (2) to the extent that any funds remain in the Resid Trust Accounts after payment of the Resid Trustee Expenses, each Holder of an Allowed Resid Priority Indemnity Claim shall receive payment in Cash from the Resid Trust Accounts on account of such Resid Priority Indemnity Claims, and, to the extent that any amounts remain in the Resid Trust Accounts following distribution to the Resid Trustee and the Holders of the Resid Priority Indemnity Claims, such funds shall be distributed by the Resid Trustee Pro Rata to Holders of Allowed Resid Non-Retained Notes Claims; (3) each Holder of an Allowed Resid Non-Retained Notes Claim shall receive its Pro Rata Share of Class B Liquidation Trust Interests; (4) each Holder of a Resid Deficiency Claim on account of an Allowed Resid Non-Retained Notes Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be Class C-2A Liquidation Trust Interests; (5) each Holder of a Resid Deficiency Claim on account of an Allowed Resid Retained Notes Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be Class C-2B Liquidation Trust Interests; and (6) each Holder of an Allowed Resid Subordinated Indemnity Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be C-2C Liquidation Trust Interests.

Please be advised that if the Plan is consummated, Holders of Class 6 Resid Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE, COMPLETE THE MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE BALLOTING AGENT, SUCH THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT INDICATING YOUR VOTE CAST ON YOUR BENEFICIAL HOLDER BALLOT (OR OTHERWISE IN ACCORDANCE WITH YOUR NOMINEE'S INSTRUCTIONS) BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

IF YOUR NOMINEE CHOSE TO SEND YOU A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, YOUR NOMINEE WILL HAVE ALREADY COMPLETED ITEM 5 BELOW (INCLUDING SPECIFYING THE NOMINEE'S DTC PARTICIPANT NUMBER) AND EXECUTED THIS BENEFICIAL HOLDER BALLOT ON YOUR BEHALF, WITH YOUR BENEFICIAL ACCOUNT NUMBER OR NAME, THE AMOUNT OF CLAIMS HELD BY THE BENEFICIAL HOLDER AS OF THE VOTING RECORD DATE, AND A MEDALLION GUARANTEE STAMP CONFIRMING THE AMOUNT OF YOUR CLASS 6 CLAIM. IF YOU RECEIVED A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, PLEASE COMPLETE THE REMAINING ITEMS ON THE BENEFICIAL HOLDER BALLOT AND RETURN THE BENEFICIAL HOLDER BALLOT DIRECTLY TO THE BALLOTING AGENT BY NO LATER THAN THE VOTING DEADLINE USING THE RETURN ENVELOPE PROVIDED IN THE SOLICITATION PACKAGE. IF NO RETURN ENVELOPE WAS PROVIDED, YOU SHOULD CONTACT THE BALLOTING AGENT FOR INSTRUCTIONS.

YOU SHOULD NOT SEND YOUR BENEFICIAL HOLDER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

BENEFICIAL HOLDER BALLOT INSTRUCTIONS

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Releases, complete Item 3.
3. Review the certification contained in Item 4.
4. Review the certification contained in Item 5.
5. Sign and date the Beneficial Holder Ballot and fill out the other required information (or otherwise follow the instructions of your Nominee).
6. Return your completed Beneficial Holder Ballot to your Nominee so that your Nominee may complete the Master Ballot and return the Master Ballot to the Balloting Agent no later than July 20, 2026 at 4:00 p.m. (prevailing Central Time).
7. You must vote the full amount of your Class 6 Resid Claim *either* to accept *or* reject the Plan and may not split your vote.
8. If you cast more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted to your Nominee or the Balloting Agent, as applicable, will supersede any prior Beneficial Holder Ballot.
9. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means in lieu of this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.
10. The following Beneficial Holder Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Beneficial Holder Ballot, (iv) any Beneficial Holder Ballot that does not contain an original signature, and (v) any Beneficial Holder Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
11. If a Beneficial Holder Ballot or Master Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Beneficial Holder Ballot to the Nominee or the Balloting Agent is at your election and risk.
12. The Beneficial Holder Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
13. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Beneficial Holder Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

14. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BENEFICIAL HOLDER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

[Remainder of page left intentionally blank]

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory of such a Beneficial Holder) of a Class 6 Resid Claim, the CUSIPs associated with the instruments under which such claims arise are indicated by your Nominee on Appendix B hereto, in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Class 6 Resid Claim are held by a Nominee on your behalf and you do not know the principal amount of the Claims held, please contact your Nominee immediately to obtain the amount.

\$ _____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article X of the Plan for information about the Releases.

Any Beneficial Holder Ballot that is executed by the Holder of a Class 6 Resid Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.

The Holder of the Class 6 Resid Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan.	<input type="checkbox"/> REJECT (vote AGAINST) the Plan.
-------------------------------------------------------------	-----------------------------------------------------------------

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Releases. **If you do not opt out of the Third-Party Releases by checking the box below, you will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties as provided in the Plan. If you would otherwise be entitled to a release under Article X of the Plan and set forth in Appendix A, but if you opt out of the Third-Party Releases, you will not receive the benefit of the Releases set forth**

in Article X of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Releases, you will not be granted a release from the Releasing Parties under the Plan. You may wish to seek legal advice regarding your election.

<input type="checkbox"/> Opt Out of the Third-Party Releases

Item 4. Certification as to Class 6 Resid Claims Held in Additional Accounts.

The undersigned hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 6 Resid Claims held in other accounts or other record names, or (ii) if it has submitted Beneficial Holder Ballots for other Class 6 Resid Claims held in other accounts or other record names, then such Beneficial Holder Ballots indicate the same vote to accept or reject the Plan. If the undersigned has submitted Beneficial Holder Ballots for other such Class 6 Resid Claims, then the undersigned certifies the accuracy of the information provided below as to such other Claims.

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 6 RESID CLAIMS ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Name of Beneficial Holder (or name of Nominee if Class 6 Resid Claims are held through a Nominee)	Account Number	Amount of Other Class 6 Resid Claims Voted	CUSIP of Other Class 6 Resid Claims Voted

Item 5. Certification.

By returning this Beneficial Holder Ballot, the Holder of the Class 6 Resid Claim identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for the Class 6 Resid Claim identified in Item 1; (b) it was the Holder of the Class 6 Resid Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 6 Resid Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder of Class 6 Resid Claim

Custodian (if known)

DTC Participant Number (if known)

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Beneficial Holder Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST FORWARD YOUR BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH AMPLE TIME FOR YOUR NOMINEE TO COMPLETE THE MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE MASTER BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED. PLEASE NOTE THAT YOUR NOMINEE MAY ESTABLISH AN EARLIER DEADLINE FOR YOU TO SUBMIT YOUR BENEFICIAL HOLDER BALLOT IN ORDER TO ALLOW ITSELF SUFFICIENT TIME TO DELIVER THE MASTER BALLOT TO THE BALLOTING AGENT BY THE DEADLINE NOTED ABOVE.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check the CUSIP/ISIN to which this Beneficial Holder Ballot pertains (or clearly indicate such information directly on the Beneficial Holder Ballot or on an exhibit thereto):

Class 6 Resid Claims	
<input type="checkbox"/>	[●] ([●] Notes)
<input type="checkbox"/>	[●] ([●] Notes)

EXHIBIT 6-B

(Form of Master Ballot for Class 6 Resid Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	X	
	:	
In re:	:	Chapter 11
	:	
FAT BRANDS INC., <i>et al.</i> ,	:	Case No. 26-90126 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**MASTER BALLOT FOR HOLDERS OF CLAIMS
IN CLASS 6 (RESID CLAIMS) FOR VOTING TO ACCEPT
OR REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND
ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

This master ballot (the “*Master Ballot*”) is being submitted to brokers, dealers, commercial banks, trust companies, or other agent nominees (“*Nominees*”) of beneficial holders of certain Claims (each a “*Beneficial Holder*”) against FAT Brands Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “*Debtors*”) in connection with the Debtors’ solicitation of votes to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “*Disclosure Statement*”), which accompanies this Master Ballot and has also been posted on the Debtors’ voting information website (**located at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>**). The Debtors’ voting information website contains important information and other key deadlines.

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you or a Beneficial Holder of a Class 6 Resid Claim does not have a copy or wish to obtain additional copies of the Plan and/or Disclosure Statement, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov.

This Master Ballot is being submitted to Nominees of Beneficial Holders, as of June 17, 2026 (the “**Voting Record Date**”), of a Class 6 Resid Claim. The CUSIPs associated with the instruments under which such Class 6 Resid Claims arise are indicated on Appendix B hereto.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such Holders (the “**Beneficial Holder Ballot**”) with a return envelope addressed to you, as provided in the attached instructions, if you intend to utilize the Master Ballot. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 6 Resid Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 6 Resid Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.

In addition, you are authorized to collect votes to accept or to reject the Plan from Holders of Class 6 Resid Claims in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Holders through online voting, by phone, facsimile, or other electronic means.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on Holders of Class 6 Resid Claims if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class; and (ii) the Plan otherwise satisfies the applicable requirements of Section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on Holders of Class 6 Resid Claim whether or not a Holder of a Class 6 Resid Claim votes to accept or reject the Plan or does not vote.

Your receipt of this Master Ballot does not signify that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 6 Resid Claims.

This Master Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan; and/or (ii) to opt out of the Third-Party Releases as set forth in Appendix A.

[Remainder of page left intentionally blank]

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 6 RESID CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of all Resid Claims (unless the applicable Holder agrees to a less favorable treatment): (1) the Resid Trustee shall receive payment of the Resid Trustee Expenses in Cash from the Resid Trust Accounts; (2) to the extent that any funds remain in the Resid Trust Accounts after payment of the Resid Trustee Expenses, each Holder of an Allowed Resid Priority Indemnity Claim shall receive payment in Cash from the Resid Trust Accounts on account of such Resid Priority Indemnity Claims, and, to the extent that any amounts remain in the Resid Trust Accounts following distribution to the Resid Trustee and the Holders of the Resid Priority Indemnity Claims, such funds shall be distributed by the Resid Trustee Pro Rata to Holders of Allowed Resid Non-Retained Notes Claims; (3) each Holder of an Allowed Resid Non-Retained Notes Claim shall receive its Pro Rata Share of Class B Liquidation Trust Interests; (4) each Holder of a Resid Deficiency Claim on account of an Allowed Resid Non-Retained Notes Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be Class C-2A Liquidation Trust Interests; (5) each Holder of a Resid Deficiency Claim on account of an Allowed Resid Retained Notes Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be Class C-2B Liquidation Trust Interests; and (6) each Holder of an Allowed Resid Subordinated Indemnity Claim shall receive its Pro Rata Share of Class C Liquidation Trust Interests, which shall be C-2C Liquidation Trust Interests.

Please be advised that if the Plan is consummated, Holders of Class 6 Resid Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT BY THE VOTING DEADLINE, THE VOTES BY THE BENEFICIAL HOLDERS WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION BY THE BENEFICIAL HOLDERS TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND THE MASTER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE MASTER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON HOLDERS OF CLASS 6 RESID CLAIMS WHETHER OR NOT THEY VOTE.

[Remainder of page left intentionally blank]

MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should already have delivered to each such holder a copy of the Disclosure Statement, along with a Beneficial Holder Ballot with a return envelope addressed to you (unless you have elected to send pre-validated Beneficial Holder Ballots, in which case the return envelope should be addressed to the Balloting Agent), so such Holder may return their Beneficial Holder Ballot to you in sufficient time for you to complete and return the Master Ballot to the Balloting Agent, so that the Balloting Agent actually receives the Master Ballot before the Voting Deadline.
2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 6 Resid Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 6 Resid Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.
3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (i) transfer the requested information from each such Beneficial Holder Ballot onto the Master Ballot; (ii) execute the Master Ballot; and (iii) deliver the Master Ballot to the Balloting Agent in accordance with these instructions.
4. Please keep any records of Beneficial Holder Ballots, whether in hard copy or by electronic direction, for at least one year after the Voting Deadline (or such other date as is set by order of the Bankruptcy Court). You may be ordered to produce the Beneficial Holder Ballots (or evidence of the votes submitted to you) to the Debtors or the Bankruptcy Court.
5. If you are both the Nominee and Beneficial Holder, and you wish to vote such Class 6 Resid Claims for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.
6. The following ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned ballot, (iv) any ballot that does not contain an original signature (provided, however, any valid Ballot submitted electronically or by email shall be deemed to bear an original signature), and (v) any ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
7. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Master Ballot to the Balloting Agent is at your election and risk.
8. If a Beneficial Holder submits Beneficial Holder Ballots for multiple Class 6 Resid Claims, whether held in other accounts or other record names, and such Beneficial Holder Ballots indicate different

or inconsistent votes to accept or reject the Plan, then all such Beneficial Holder Ballots will not be counted.

9. For the avoidance of doubt, if it is your customary practice to collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.
 10. To the extent that conflicting votes or “over votes” are submitted by a Nominee, the Balloting Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any over votes are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the applicable security.
 11. The Master Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors’ financial or legal advisors.
 12. If a Beneficial Holder submits more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted will supersede any prior Beneficial Holder Ballot.
 13. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot.
 14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
 15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
 16. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
-

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

You may submit your Master Ballot electronically, via the E-Balloting Portal, or in the return envelope provided in your package as described below:

If by E-Balloting Portal:

Master Ballots may be submitted via an electronic Ballot (“E-Ballot”) through the Balloting Agent’s on-line electronic Ballot submission portal (the “E-Balloting Portal”) by no later than the Voting Deadline. Any failure to follow the voting instructions included with the Master Ballot may disqualify your Ballot and your vote. E-Ballots cast by facsimile, e-mail or other electronic transmission, except through the E-Balloting Portal, will not be counted. Submit your Master Ballot via the Balloting Agent’s E-Balloting Portal, by visiting <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, clicking on the “Balloting” section of the Debtors’ website and following the instructions to submit your Ballot.

**If by First Class Mail, Postage Prepaid,
Personal Delivery, or Overnight Courier:**

Fat Brands Ballot Processing

c/o Omni Agent Solutions, Inc.

5955 DeSoto Ave., Suite 100

Woodland Hills, CA 91367

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT.

PLEASE COMPLETE ALL OF THE ITEMS BELOW BASED UPON ANY BENEFICIAL HOLDER BALLOTS RECEIVED. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holders in the principal amount of Class 6 Resid Claims listed in Item 2 below and is the registered holder of such Class 6 Resid Claims; or
- is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Class 6 Resid Claims in the principal amount listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered holder of the principal amount of Class 6 Resid Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 6 Resid Claims in the principal amount listed in Item 2 below.

Item 2. Vote on the Plan.

The undersigned transmits the following votes of Beneficial Holders in respect of their Class 6 Resid Claims and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.³

³ Indicate in the appropriate column the principal amount of the Class 6 Resid Claims voted for each account, or attach such information to this Master Ballot in the form of the following table. You may also provide a spreadsheet if additional space is needed.

Please note that each Beneficial Holder must vote all of such Beneficial Holder's Claims to accept or to reject the Plan and may not split such vote. Any ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

VOTE ONE CUSIP PER MASTER BALLOT AND CHECK A BOX BELOW TO INDICATE THE CUSIP VOTED ON THIS MASTER BALLOT

Your Customer Account Number for Each Beneficial Holder of Class 6 Resid Claims that Voted	Principal Amount of Class 6 Resid Claims Held by Your Customer	Item 2. Vote on Plan		Optional Release Opt-Out Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class 6 Resid Claims Voted Through Other Beneficial Holder Ballots.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, Beneficial Holders have provided in Item 4 of the Beneficial Holder Ballot, identifying any Class 6 Resid Claims for which such Beneficial Holders have submitted other ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder That Completed Item 4 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:			
	Name of Beneficial Holder (or name of Nominee if notes are held through a Nominee)	Account Number	Principal Amount of Other Class 6 Resid Claims Voted	CUSIP Number of Other Class 6 Resid Claims Voted

Certification.

By signing this Master Ballot, the undersigned certifies that:

- (a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 6 Resid Claims through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 6 Resid Claims through the undersigned; (ii) the respective amounts of Class 6 Resid Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder’s respective vote concerning the Plan; and (iv) each such Beneficial Holder’s election with respect to the optional release election; and (v) the customer account or other identification number for each such Beneficial Holder;
- (c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned’s Class 6 Resid Claims, the undersigned confirms and attests to each of the certifications in Item 5 of the Beneficial Holder Ballot;
- (d) each such Beneficial Holder has certified to the undersigned that such beneficial holder is a Beneficial Holder and/or is otherwise eligible to vote on the Plan; and
- (e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate

transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Nominee Information and Signature.

Name of Nominee or Custodian

DTC Participant Number

Name of Proxy Holder or Agent for Nominee (if applicable)

Signature

Name of Signatory

Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Master Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check one (and only one) box below to indicate the Plan Class and CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on an exhibit thereto). If you check more than one box, you risk having all votes submitted through this Master Ballot invalidated.

Class 6 Resid Claims CUSIPS
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)

EXHIBIT 7

(Form of Ballot for Class 7 General Unsecured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

BALLOT FOR HOLDERS OF CLAIMS IN CLASS 7 (GENERAL UNSECURED CLAIMS) FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X.C of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a Holder of a Class 7 General Unsecured Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 7 GENERAL UNSECURED CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 7 General Unsecured Claim shall receive its Pro Rata Share of the Class C Liquidation Trust Interests, which shall be Class C-1 Liquidation Trust Interests.

Please be advised that if the Plan is consummated, Holders of Class 7 General Unsecured Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BALLOT TO THE BALLOTING AGENT, SUCH THAT THE BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE BALLOT INDICATING YOUR VOTE CAST ON YOUR BALLOT BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID, SUBJECT TO THE DEBTORS' AND COMMITTEE'S AGREEMENT TO ACCEPT AND COUNT SUCH BALLOTS AND ELECTIONS TO OPT OUT OF THE THIRD PARTY-RELEASE.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

BALLOT INSTRUCTIONS

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan. PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
2. Complete Item 1.
3. Complete Item 2.
4. If you elect not to grant the Third-Party Release, check the box in Item 3. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without the box in Item 3 checked, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.
5. Review the certification contained in Item 4.
6. Sign and date the Ballot and fill out the other required information.
7. Return your completed Ballot to the Balloting Agent no later than July 20, 2026, at 4:00 p.m. (prevailing Central Time).
8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
9. You must vote the full amount of your Class 7 General Unsecured Claim *either* to accept *or* reject the Plan and may not split your vote. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted, unless otherwise determined by the Debtors, in their sole discretion.
10. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the last received, properly executed Ballot submitted to the Balloting Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
11. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (ii) any Ballot cast by a Person or Entity that does not hold

a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature, and (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.

13. If a Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Ballot to the Balloting Agent is at your election and risk.
14. The Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
15. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
16. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON, INCLUDING THE BALLOTING AGENT, HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

PLEASE RETURN YOUR BALLOT PROMPTLY TO THE BALLOTING AGENT BY ONLY ONE OF THE METHODS BELOW. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, THESE INSTRUCTIONS, OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT AT (747) 288-6379 (INTERNATIONAL) OR (888) 202-5659 (U.S./CANADA, TOLL FREE) OR BY SENDING AN EMAIL TO FATBRANDS-TWINHOSPITALITYINQUIRIES@OMNIAGNT.COM (WITH "FAT BRANDS SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

If by Regular Mail, Hand Delivery, or Overnight Courier

Please complete your Ballot in accordance with these instructions, clearly indicate your decision to accept or reject the Plan in the boxes provided in Item 2 of the Ballot, clearly sign and date your Ballot, and return your original Ballot in the enclosed, pre-addressed, pre-paid envelope or via first class mail, overnight courier or hand delivery to the following address:

**FAT Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367**

If you would like to coordinate hand delivery of your Ballot, please email FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “FAT Brands Ballot Delivery” in the subject line at least 24 hours before your arrival at the address above and provide the anticipated date and time of your delivery.

Via E-Ballot Portal

Submit your Ballot via the Balloting Agent’s online portal at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. Click on the “Balloting” tab of the Debtors’ website, select “Submit E-Ballot” and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Balloting Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders of Claims who cast a Ballot using the Balloting Agent’s online portal should NOT also submit a paper Ballot.

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

Item 1. Principal Amount of Claim

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Class 7 General Unsecured Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan

Please vote below either to accept or to reject the Plan with respect to your Claims in Class 7. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

<p style="text-align: center;">Before voting on the Plan, please note the following:</p> <p>If you (a) abstain from voting, (b) vote to reject the Plan, or (c) vote to accept the Plan, and, in each case, do not check the box in Item 3 below, you shall be deemed to have consented to the Third-Party Release.</p> <p>The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Article X of the Plan.</p> <p>Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.</p>

The undersigned Holder of a Class 7 General Unsecured Claim identified in Item 1 votes to (check one box):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan.	<input type="checkbox"/> REJECT (vote AGAINST) the Plan.
-------------------------------------------------------------	-----------------------------------------------------------------

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

Item 3. Optional Release Election

Regardless of if you voted to accept or reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect not to grant the Third-Party Release. Election to withhold consent to the Third-Party Release is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the Third-Party Release to the fullest extent permitted by applicable law.

Opt Out of the Third-Party Release

PLAN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

If you are entitled to vote on the Plan and you submit a Ballot and do not check the box in Item 3 above, you shall be deemed to have consented to the Third-Party Release in the Plan and attached hereto as Appendix A. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

Item 4. Acknowledgments

By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that

- (i) it has the power and authority to vote to accept or reject the Plan;
- (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Claims described in Item 1 as of the Voting Record Date;
- (iii) it has cast the same vote with respect to all of its Claims in the same Class as the Claims described in Item 1;
- (iv) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier received Ballots are hereby revoked;
- (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and
- (vi) the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder of Class 7 General Unsecured Claim

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

YOU MUST SEND YOUR BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the "*Third-Party Released Claims*"); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

EXHIBIT 8-A

(Form of Beneficial Holder Ballot for Class 8 Noteholder Deficiency Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
FAT BRANDS INC., *et al.*, : Case No. 26-90126 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

**BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLAIMS IN CLASS 8
(NOTEHOLDER DEFICIENCY CLAIMS) FOR VOTING TO ACCEPT OR
REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS
AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

Please be advised that Article X of the Plan contains release, exculpation and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting. If you (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you will be deemed to have consented to the release provisions set forth in Article X of the Plan (the “*Third-Party Release*”).

Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.

This ballot (the “*Ballot*”) is provided to you to solicit your vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of June 17, 2026 (the “**Voting Record Date**”), a holder of a Class 8 Noteholder Deficiency Claim.

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you received with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package or you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Package, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal, financial or tax advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or a Ballot in the wrong amount, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth below.



On January 26, 2026, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the Holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Voting Class and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Balloting Agent by the Voting Deadline.

[Remainder of page left intentionally blank]

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 8 NOTEHOLDER DEFICIENCY CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 8 Noteholder Deficiency Claim shall receive its Pro Rata Share of the Class D Liquidation Trust Interests, as determined in accordance with the relevant Prepetition Indenture under which such Allowed Noteholder Deficiency Claim arose and subject to the relevant Prepetition Trustee's right to exercise its Prepetition Trustee Charging Lien with respect to any unpaid Prepetition Trustee Fees and Expenses.

Please be advised that if the Plan is consummated, Holders of Class 8 Noteholder Deficiency Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

FOR YOUR VOTE TO COUNT, YOU MUST SUBMIT THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE, COMPLETE THE MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE BALLOTING AGENT, SUCH THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE. IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT INDICATING YOUR VOTE CAST ON YOUR BENEFICIAL HOLDER BALLOT (OR OTHERWISE IN ACCORDANCE WITH YOUR NOMINEE'S INSTRUCTIONS) BY THE VOTING DEADLINE, YOUR VOTE WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

IF YOUR NOMINEE CHOSE TO SEND YOU A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, YOUR NOMINEE WILL HAVE ALREADY COMPLETED ITEM 5 BELOW (INCLUDING SPECIFYING THE NOMINEE'S DTC PARTICIPANT NUMBER) AND EXECUTED THIS BENEFICIAL HOLDER BALLOT ON YOUR BEHALF, WITH YOUR BENEFICIAL ACCOUNT NUMBER OR NAME, THE AMOUNT OF CLAIMS HELD BY THE BENEFICIAL HOLDER AS OF THE VOTING RECORD DATE, AND A MEDALLION GUARANTEE STAMP CONFIRMING THE AMOUNT OF YOUR CLASS 8 CLAIM. IF YOU RECEIVED A PRE-VALIDATED BENEFICIAL HOLDER BALLOT, PLEASE COMPLETE THE REMAINING ITEMS ON THE BENEFICIAL HOLDER BALLOT AND RETURN THE BENEFICIAL HOLDER BALLOT DIRECTLY TO THE BALLOTING AGENT BY NO LATER THAN THE VOTING DEADLINE USING THE RETURN ENVELOPE PROVIDED IN THE SOLICITATION PACKAGE. IF NO RETURN ENVELOPE WAS PROVIDED, YOU SHOULD CONTACT THE BALLOTING AGENT FOR INSTRUCTIONS.

YOU SHOULD NOT SEND YOUR BENEFICIAL HOLDER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

BENEFICIAL HOLDER BALLOT INSTRUCTIONS

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Releases, complete Item 3.
3. Review the certification contained in Item 4.
4. Review the certification contained in Item 5.
5. Sign and date the Beneficial Holder Ballot and fill out the other required information (or otherwise follow the instructions of your Nominee).
6. Return your completed Beneficial Holder Ballot to your Nominee so that your Nominee may complete the Master Ballot and return the Master Ballot to the Balloting Agent no later than July 20, 2026 at 4:00 p.m. (prevailing Central Time).
7. You must vote the full amount of your Class 8 Noteholder Deficiency Claim *either* to accept *or* reject the Plan and may not split your vote.
8. If you cast more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted to your Nominee or the Balloting Agent, as applicable, will supersede any prior Beneficial Holder Ballot.
9. If it is your Nominee's customary practice to collect your vote via voter information form, e-mail, telephone, or other means in lieu of this Beneficial Holder Ballot, you may follow your Nominee's instructions regarding the submission of your vote.
10. The following Beneficial Holder Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Beneficial Holder Ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Beneficial Holder Ballot, (iv) any Beneficial Holder Ballot that does not contain an original signature, and (v) any Beneficial Holder Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
11. If a Beneficial Holder Ballot or Master Ballot with your vote is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Beneficial Holder Ballot to the Nominee or the Balloting Agent is at your election and risk.
12. The Beneficial Holder Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors' financial or legal advisors.
13. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Beneficial Holder Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

14. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BENEFICIAL HOLDER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

[Remainder of page left intentionally blank]

Item 1. Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory of such a Beneficial Holder) of Class 8 Noteholder Deficiency Claims, the CUSIPs for which is indicated by your Nominee on Appendix B hereto, in the aggregate outstanding principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Class 8 Noteholder Deficiency Claims are held by a Nominee on your behalf and you do not know the principal amount of the Claims held, please contact your Nominee immediately to obtain the amount.

\$ _____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article X of the Plan for information about the Releases.

Any Beneficial Holder Ballot that is executed by the Holder of a Class 8 Noteholder Deficiency Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.

The Holder of the Class 8 Noteholder Deficiency Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan.	<input type="checkbox"/> REJECT (vote AGAINST) the Plan.
-------------------------------------------------------------	-----------------------------------------------------------------

Item 3. Election to opt out of Releases

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Releases. **If you do not opt out of the Releases by checking the box below, you will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties as provided in the Plan. If you would otherwise be entitled to a release under Article X of the Plan and set forth in Appendix A, but opt out of the Third-**

Party Releases, you will not receive the benefit of the Releases set forth in Article X of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Releases, you will not be granted a release from the Releasing Parties under the Plan. You may wish to seek legal advice regarding your election.

<input type="checkbox"/> Opt Out of the Third-Party Releases

Item 4. Certification as to Class 8 Noteholder Deficiency Claims Held in Additional Accounts.

The undersigned hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 8 Noteholder Deficiency Claims held in other accounts or other record names, or (ii) if it has submitted Beneficial Holder Ballots for other Class 8 Noteholder Deficiency Claims held in other accounts or other record names, then such Beneficial Holder Ballots indicate the same vote to accept or reject the Plan. If the undersigned has submitted Beneficial Holder Ballots for other such Class 8 Noteholder Deficiency Claims, then the undersigned certifies the accuracy of the information provided below as to such other Claims.

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 8 NOTEHOLDER DEFICIENCY CLAIMS ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Name of Beneficial Holder (or name of Nominee if Class 8 Noteholder Deficiency Claims are held through a Nominee)	Account Number	Amount of Other Class 8 Noteholder Deficiency Claims Voted	CUSIP of Other Class 8 Noteholder Deficiency Claims Votes

Item 5. Certification.

By returning this Beneficial Holder Ballot, the Holder of the Class 8 Noteholder Deficiency Claim identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for the Class 8 Noteholder Deficiency Claim identified in Item 1; (b) it was the Holder of the Class 8 Noteholder Deficiency Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 8 Noteholder Deficiency Claim identified in Item 1; and (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder of Class 8 Noteholder Deficiency Claim

Custodian (if known)

DTC Participant Number (if known)

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Beneficial Holder Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOU MUST FORWARD YOUR BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE WITH AMPLE TIME FOR YOUR NOMINEE TO COMPLETE THE MASTER BALLOT AND SUBMIT THE MASTER BALLOT TO THE BALLOTING AGENT SO THAT THE BALLOTING AGENT ACTUALLY RECEIVES THE MASTER BALLOT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026, OR YOUR VOTE WILL NOT BE COUNTED. PLEASE NOTE THAT YOUR NOMINEE MAY ESTABLISH AN EARLIER DEADLINE FOR YOU TO SUBMIT YOUR BENEFICIAL HOLDER BALLOT IN ORDER TO ALLOW ITSELF SUFFICIENT TIME TO DELIVER THE MASTER BALLOT TO THE BALLOTING AGENT BY THE DEADLINE NOTED ABOVE.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check the CUSIP/ISIN to which this Beneficial Holder Ballot pertains (or clearly indicate such information directly on the Beneficial Holder Ballot or on an exhibit thereto):

Class 8 Noteholder Deficiency Claims	
<input type="checkbox"/>	[●] ([●] Notes)
<input type="checkbox"/>	[●] ([●] Notes)

EXHIBIT 8-B

(Form of Master Ballot for Class 8 Noteholder Deficiency Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

-----	X	
	:	
In re:	:	Chapter 11
	:	
FAT BRANDS INC., <i>et al.</i> ,	:	Case No. 26-90126 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

MASTER BALLOT FOR HOLDERS OF CLAIMS IN CLASS 8 (NOTEHOLDER DEFICIENCY CLAIMS) FOR VOTING TO ACCEPT OR REJECT JOINT PLAN OF LIQUIDATION OF FAT BRANDS INC. AND ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The voting deadline to accept or reject the Plan is 4:00 p.m. (prevailing Central Time), on July 20, 2026 (the “*Voting Deadline*”), unless extended by the Debtors.

This master ballot (the “*Master Ballot*”) is being submitted to brokers, dealers, commercial banks, trust companies, or other agent nominees (“*Nominees*”) of beneficial holders of certain Claims (each a “*Beneficial Holder*”) against FAT Brands Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “*Debtors*”) in connection with the Debtors’ solicitation of votes to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “*Plan*”) for FAT Brands, Inc. (“*FAT Brands*”) and its debtor affiliates (together with FAT Brands, the “*Debtors*”).²

The Plan is attached as Exhibit A to the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as amended, modified, or supplemented from time to time, the “*Disclosure Statement*”), which accompanies this Master Ballot and has also been posted on the Debtors’ voting information website (**located at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>**). The Debtors’ voting information website contains important information and other key deadlines.

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized but undefined terms herein shall have the meanings ascribed to them in the Plan.

The Disclosure Statement provides information to assist Holders of Claims in the Voting Classes in deciding whether to accept or reject the Plan. If you or a Beneficial Holder of a Class 8 Noteholder Deficiency Claim does not have a copy or wish to obtain additional copies of the Plan and/or Disclosure Statement, you may obtain them (a) from Omni Agent Solutions, Inc. (the “**Balloting Agent**”) at no charge by: (i) visiting the Balloting Agent’s website at <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or using the QR Code below, (ii) calling (747) 263-0791 (international) or (888) 710-9689 (U.S./Canada, toll free), or (iii) sending an electronic message to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “**FAT Brands Solicitation Inquiry**” in the subject line and requesting a copy be provided to you; or (b) on the Court’s website, at www.txs.uscourts.gov.

This Master Ballot is being submitted to Nominees of Beneficial Holders, as of June 17, 2026 (the “**Voting Record Date**”), of a Class 8 Noteholder Deficiency Claim. The CUSIPs associated with the instruments under which such Class 8 Noteholder Deficiency Claims arise are indicated on Appendix B hereto.

Upon receipt of these materials, you should immediately forward to the Beneficial Holders the Disclosure Statement and the form of ballot for such Holders (the “**Beneficial Holder Ballot**”) with a return envelope addressed to you, as provided in the attached instructions, if you intend to utilize the Master Ballot. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 8 Noteholder Deficiency Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 8 Noteholder Deficiency Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.

In addition, you are authorized to collect votes to accept or to reject the Plan from Holders of Class 8 Noteholder Deficiency Claims in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Holders through online voting, by phone, facsimile, or other electronic means.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) and thereby made binding on Holders of Class 8 Noteholder Deficiency Claims if: (i) it is accepted by at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in any Impaired Voting Class; and (ii) the Plan otherwise satisfies the applicable requirements of Section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will

be binding on Holders of Noteholder Deficiency Claims whether or not a Holder of a Class 8 Noteholder Deficiency Claim votes to accept or reject the Plan or does not vote.

Your receipt of this Master Ballot does not signify that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 8 Noteholder Deficiency Claims.

This Master Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (i) to cast a vote to accept or reject the Plan; and/or (ii) to opt out of the Third-Party Releases as set forth in Appendix A.

[Remainder of page left intentionally blank]

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 8 NOTEHOLDER DEFICIENCY CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, in full and final satisfaction, compromise, settlement, and release of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Class 8 Noteholder Deficiency Claim shall receive its Pro Rata Share of the Class D Liquidation Trust Interests, as determined in accordance with the relevant Prepetition Indenture under which such Allowed Noteholder Deficiency Claim arose and subject to the relevant Prepetition Trustee's right to exercise its Prepetition Trustee Charging Lien with respect to any unpaid Prepetition Trustee Fees and Expenses.

Please be advised that if the Plan is consummated, Holders of Class 8 Noteholder Deficiency Claims will be bound by the release, injunction, and exculpation provisions contained in Article X of the Plan and set forth in Appendix A, and if such Holders opt out of the Third-Party Release, they will not be deemed to have granted such releases and will not receive releases under the Plan.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE COMPLETING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE BALLOTING AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: JUNE 17, 2026

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JULY 20, 2026 (UNLESS EXTENDED BY THE DEBTORS)

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT BY THE VOTING DEADLINE, THE VOTES BY THE BENEFICIAL HOLDERS WILL NOT BE COUNTED, EXCEPT AS DIRECTED BY THE DEBTORS IN THEIR SOLE DISCRETION, AND ANY ELECTION BY THE BENEFICIAL HOLDERS TO OPT OUT OF THE RELEASES WILL NOT BE VALID.

YOU SHOULD NOT SEND THE MASTER BALLOT TO ANY OF THE DEBTOR ENTITIES, DEBTORS' AGENTS (OTHER THAN THE BALLOTING AGENT), OR DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE MASTER BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON HOLDERS OF CLASS 8 NOTEHOLDER DEFICIENCY CLAIMS WHETHER OR NOT THEY VOTE.

[Remainder of page left intentionally blank]

MASTER BALLOT INSTRUCTIONS

1. To have the votes of your Beneficial Holders count, you should already have delivered to each such holder a copy of the Disclosure Statement, along with a Beneficial Holder Ballot with a return envelope addressed to you (unless you have elected to send pre-validated Beneficial Holder Ballots, in which case the return envelope should be addressed to the Balloting Agent), so such Holder may return their Beneficial Holder Ballot to you in sufficient time for you to complete and return the Master Ballot to the Balloting Agent, so that the Balloting Agent actually receives the Master Ballot before the Voting Deadline.
2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the (a) name and DTC Participant Number of the Nominee and (b) the principal amount of the Class 8 Noteholder Deficiency Claims held by the Nominee for the Beneficial Holder, (ii) applying a medallion guarantee stamp to the Beneficial Holder Ballot to certify the principal amount of the Class 8 Noteholder Deficiency Claims owned by the Beneficial Holder as of the Voting Record Date, and (iii) forwarding such Beneficial Holder Ballot, together with the Solicitation Package, including a preaddressed, postage-paid return envelope addressed to the Balloting Agent, to the Beneficial Holder. The Beneficial Holder will be required to complete the information requested in Item 1, Item 2, Item 4 and Item 5 of the Beneficial Holder Ballot and return the pre-validated Beneficial Holder Ballot directly to the Balloting Agent so that it is received before the Voting Deadline.
3. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (i) transfer the requested information from each such Beneficial Holder Ballot onto the Master Ballot; (ii) execute the Master Ballot; and (iii) deliver the Master Ballot to the Balloting Agent in accordance with these instructions.
4. Please keep any records of Beneficial Holder Ballots, whether in hard copy or by electronic direction, for at least one year after the Voting Deadline (or such other date as is set by order of the Bankruptcy Court). You may be ordered to produce the Beneficial Holder Ballots (or evidence of the votes submitted to you) to the Debtors or the Bankruptcy Court.
5. If you are both the Nominee and Beneficial Holder, and you wish to vote such Class 8 Noteholder Deficiency Claims for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.
6. The following ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned ballot, (iv) any ballot that does not contain an original signature (provided, however, any valid Ballot submitted electronically or by email shall be deemed to bear an original signature), and (v) any ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
7. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors, in their sole discretion. The method of delivery of the Master Ballot to the Balloting Agent is at your election and risk.
8. If a Beneficial Holder submits Beneficial Holder Ballots for multiple Class 8 Noteholder Deficiency Claims, whether held in other accounts or other record names, and such Beneficial

Holder Ballots indicate different or inconsistent votes to accept or reject the Plan, then all such Beneficial Holder Ballots will not be counted.

9. For the avoidance of doubt, if it is your customary practice to collect votes from your Beneficial Holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.
 10. To the extent that conflicting votes or “over votes” are submitted by a Nominee, the Balloting Agent, in good faith, will attempt to reconcile discrepancies with the Nominee. To the extent that any over votes are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballots or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the applicable security.
 11. The Master Ballot should not be sent to the Debtors, the Bankruptcy Court, or the Debtors’ financial or legal advisors.
 12. If a Beneficial Holder submits more than one Beneficial Holder Ballot voting the same Claims prior to the Voting Deadline, the latest dated, properly executed Beneficial Holder Ballot submitted will supersede any prior Beneficial Holder Ballot.
 13. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot.
 14. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Combined Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
 15. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
 16. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
-

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY THE VOTING DEADLINE IN ONE OF THE MANNERS SET FORTH BELOW:

You may submit your Master Ballot electronically, via the E-Balloting Portal, or in the return envelope provided in your package as described below:

If by E-Balloting Portal:

Master Ballots may be submitted via an electronic Ballot (“E-Ballot”) through the Balloting Agent’s on-line electronic Ballot submission portal (the “E-Balloting Portal”) by no later than the Voting Deadline. Any failure to follow the voting instructions included with the Master Ballot may disqualify your Ballot and your vote. E-Ballots cast by facsimile, e-mail or other electronic transmission, except through the E-Balloting Portal, will not be counted. Submit your Master Ballot via the Balloting Agent’s E-Balloting Portal, by visiting <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, clicking on the “Balloting” section of the Debtors’ website and following the instructions to submit your Ballot.

**If by First Class Mail, Postage Prepaid,
Personal Delivery, or Overnight Courier:**

Fat Brands Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 DeSoto Ave., Suite 100
Woodland Hills, CA 91367

ACCESS TO THE PLAN AND DISCLOSURE STATEMENT: THE DISCLOSURE STATEMENT, PLAN, AND ORDER MAY BE ACCESSED, FREE OF CHARGE, AT: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots>, or by using the following QR Code:



THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT ON OR BEFORE THE DEADLINE, YOUR VOTE TRANSMITTED BY THIS MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY AS DETERMINED BY THE DEBTORS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT.

PLEASE COMPLETE ALL OF THE ITEMS BELOW BASED UPON ANY BENEFICIAL HOLDER BALLOTS RECEIVED. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holders in the principal amount of Class 8 Noteholder Deficiency Claims listed in Item 2 below and is the registered holder of such Class 8 Noteholder Deficiency Claims; or
- is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Class 8 Noteholder Deficiency Claims in the principal amount listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from a Nominee or a Beneficial Holder that is the registered holder of the principal amount of Class 8 Noteholder Deficiency Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 8 Noteholder Deficiency Claims in the principal amount listed in Item 2 below.

Item 2. Vote on the Plan.

The undersigned transmits the following votes of Beneficial Holders in respect of their Class 8 Noteholder Deficiency Claims and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, are Beneficial Holders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.³

³ Indicate in the appropriate column the principal amount of the Class 8 Noteholder Deficiency Claims voted for each account, or attach such information to this Master Ballot in the form of the following table. You may also provide a spreadsheet if additional space is needed.

Please note that each Beneficial Holder must vote all of such Beneficial Holder's Claims to accept or to reject the Plan and may not split such vote. Any ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

VOTE ONE CUSIP PER MASTER BALLOT AND CHECK A BOX BELOW TO INDICATE THE CUSIP VOTED ON THIS MASTER BALLOT

Your Customer Account Number for Each Beneficial Holder of Class 8 Noteholder Deficiency Claims that Voted	Principal Amount of Class 8 Noteholder Deficiency Claims Held by Your Customer	Item 2. Vote on Plan		Optional Release Opt-Out Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class 8 Noteholder Deficiency Claims Voted Through Other Beneficial Holder Ballots.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, Beneficial Holders have provided in Item 4 of the Beneficial Holder Ballot, identifying any Class 8 Noteholder Deficiency Claims for which such Beneficial Holders have submitted other ballots (other than to the undersigned):

Your Customer Account Number for Each Beneficial Holder That Completed Item 4 of the Beneficial Holder Ballot	TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:			
	Name of Beneficial Holder (or name of Nominee if notes are held through a Nominee)	Account Number	Principal Amount of Other Class 8 Noteholder Deficiency Claims Voted	CUSIP Number of Other Class 8 Noteholder Deficiency Claims Voted

Certification.

By signing this Master Ballot, the undersigned certifies that:

- (a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 8 Noteholder Deficiency Claims through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 8 Noteholder Deficiency Claims through the undersigned; (ii) the respective amounts of Class 8 Noteholder Deficiency Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder’s respective vote concerning the Plan; and (iv) each such Beneficial Holder’s election with respect to the optional release election; and (v) the customer account or other identification number for each such Beneficial Holder;
- (c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned’s Class 8 Noteholder Deficiency Claims, the undersigned confirms and attests to each of the certifications in Item 5 of the Beneficial Holder Ballot;
- (d) each such Beneficial Holder has certified to the undersigned that such beneficial holder

is a Beneficial Holder and/or is otherwise eligible to vote on the Plan; and

- (e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Nominee Information and Signature.

Name of Nominee or Custodian

DTC Participant Number

Name of Proxy Holder or Agent for Nominee (if applicable)

Signature

Name of Signatory

Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Master Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 20, 2026.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

A. Certain Relevant Definitions.

“**Debtor Release**” means the releases as set forth in Article X.B of the Plan.

“**Exculpated Parties**” means collectively, and in each case in its capacity as such: (i) the Debtors; (ii) each independent director of the Debtors (including the members of the Special Committees); and (iii) the Committee and its members (in their capacity as such).

“**Related Parties**” means with respect to an Entity, in each case solely in its capacity as such, such Entity’s current and former affiliates, and such Entity’s and its current and former affiliates’ current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, trustees, and other professionals.

“**Released Parties**” means collectively (each in their capacity as such): (i) each Debtor and each Dismissed Debtor; (ii) each Professional retained by the Debtors (for both pre- and postpetition acts and conduct); (iii) the Debtors’ current and former officers and directors and employees serving during the Chapter 11 Cases (other than Andrew Wiederhorn and his direct or extended family members), solely with respect to claims arising on or after the Petition Date and prior to or on the Effective Date; (iv) the Schedule of Released Parties; (v) the DIP Lenders; (vi) the Prepetition Noteholders, *provided* that such Prepetition Noteholders vote to accept this Plan; (vii) the DIP Agent; (viii) the Prepetition Trustees; (ix) the Resid Non-Retained Noteholders, *provided* that such Resid Non-Retained Noteholders vote to accept this Plan; (x) the Liquidation Trustee; (xi) the Committee and its members; (xii) the members of the WBS Ad Hoc Group; (xiii) the Resid Trustee; (xiv) with respect to each of the foregoing Entities in clauses (v) through (xiii), such Entity and its Representatives and Related Parties; and (xv) subject to the ongoing diligence of the Debtors, the Committee, and the DIP Lenders any ordinary-course trade creditors whose Executory Contracts or Unexpired Leases have not been assumed and assigned to a Purchaser and against whom the Debtors may otherwise have preference actions under section 547 of the Bankruptcy Code, *provided* that such trade creditors vote in favor of this Plan; *provided further*, that under no circumstances shall Andrew Wiederhorn, his affiliates, his family members, and entities owned or controlled by Andrew Wiederhorn or his family members be a “Released Party”; *provided further* that, in each case, a Person shall not be a Released Party if such Person: (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

“**Releasing Parties**” means collectively (each in their capacity as such): (i) the Released Parties; (ii) all Holders of Claims who (a) vote to accept the Plan, (b) vote to reject the Plan, or (c) abstain from voting on the Plan and, for clauses (a) through (c), who do not affirmatively opt out of the

releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan; (iii) all Holders of Claims and Interests who are presumed to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (iv) all Holders of Claims and Interests who are deemed to reject the Plan and who affirmatively opt in to the releases provided by the Plan by checking the box on the applicable form indicating that they opt to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (v) each Related Party of the Debtors, the Wind-Down Debtors, and each of the foregoing Entities in clauses (i) through (iv) solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Wind-Down Debtors, or the Entity in the foregoing clauses (i) through (v) to whom they are related or (b) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Wind-Down Debtors, or an Entity in the foregoing clauses (i) through (v). An Entity shall not be a Releasing Party if such Entity timely objects to the Third-Party Releases, either through (i) formal objection filed on the docket of the Chapter 11 Cases or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation. For the avoidance of doubt, the NewCos shall not be Releasing Parties.

“*Third-Party Release*” means the releases as set forth in Article X.C of the Plan.

B. Article X.B of the Plan – Debtor Release.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Wind-Down Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Wind-Down Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, any Company-Related Matters (collectively, the “*Debtor Released Claims*”); *provided, however*, that the foregoing Debtor Release shall not operate to waive or release, and the Debtor Released Claims shall not include, any Cause of Action of any Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature and arising in the ordinary course of business, such

as accounts receivable and accounts payable on account of goods and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan except that, for the avoidance of doubt, section 502(d) of the Bankruptcy Code shall not apply to claims against non-insiders under section 547 of the Bankruptcy Code as such claims were waived in paragraph 5 of the DIP Order; (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct; or (vi) against the Debtors' current or former officers or directors for claims arising before the Petition Date. Notwithstanding anything to the contrary in the foregoing, the Debtor Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Wind-Down Debtors, or the Estates.

C. Article X.C. – Release by Holders of Claims and Interests.

On and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the “*Third-Party Released Claims*”); *provided, however*, that the foregoing Third-Party Release shall not operate to waive or release, and the Third-Party Released Claims shall not include, any Cause of Action of any Releasing Party: (i) against a Debtor with respect to Claims arising before the Petition Date or after the Effective Date; (ii) against a Dismissed Debtor with respect to Claims arising before the Petition Date or after the date of dismissal of such Dismissed Debtor; (iii) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors, the Wind-Down Debtors, or Company-Related Matters; (iv) expressly set forth in and preserved by this Plan or related documents; or (v) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release set forth above does not release any post-Effective Date obligations of any Person or Entity under this Plan or any document, instrument or agreement executed in connection with this Plan.

D. Article X.D - Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims, Causes of Action or for any act taken or omitted

to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of a Company-Related Matter (the “*Exculpation*” and, together with the Debtor Released Claims and the Third-Party Released Claims, the “*Released or Exculpated Claims*”); provided, however, that the Exculpation shall not waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the Solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Article X.E – Permanent Injunction.

The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan or Combined Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against any of the Exculpated Parties, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of any Released or Exculpated Claim or Cause of Action as applicable, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim or Cause of Action of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Exculpated Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, the Bankruptcy Court may, or shall if any Debtor, Wind-Down Debtor, Exculpated Party, Liquidation Trustee, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as made applicable to these Chapter 11 Cases through Federal Rules of Bankruptcy Procedure 7008 and 7009), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims and Causes of Action to the maximum extent provided by applicable law.

Appendix B

Please check one (and only one) box below to indicate the Plan Class and CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on an exhibit thereto). If you check more than one box, you risk having all votes submitted through this Master Ballot invalidated.

Class 8 Noteholder Deficiency Claims CUSIPS
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)
<input type="checkbox"/> ([<input type="checkbox"/>] Notes)

EXHIBIT 9

(Contract/Lease Notice)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	x	
	:	
In re:	:	Chapter 11
	:	
FAT BRANDS INC., <i>et al.</i> ,	:	Case No. 26-90126 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	x	

**NOTICE TO CONTRACT AND LEASE
COUNTERPARTIES OF PROPOSED CONFIRMATION OF CHAPTER 11 PLAN**

PLEASE TAKE NOTICE THAT on May 22, 2026, the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), filed their (a) *Joint Plan of Liquidation of FAT Brands Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as may be amended from time to time, the “**Plan**”), and (b) *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”).²

Following a hearing held on June 1, 2026 (the “**Conditional Disclosure Statement Hearing**”), where the Debtors sought approval of certain procedures governing the solicitation of votes to accept or reject the Plan (the “**Solicitation Procedures**”) and conditional approval of the Disclosure Statement, the Court entered an order on June 1, 2026, conditionally approving the Disclosure Statement, and approving the Solicitation Procedures (the “**Solicitation Procedures Order**”) [Docket No. 1436 as modified by Docket No. [●]].

You are receiving this notice because (a) according to the Debtors’ books and records, you or one of your affiliates is a counterparty to an Executory Contract or Unexpired Lease with one or more of the Debtors that is subject to potential assumption, assumption and assignment, or rejection and (b) as of the Voting Record Date, you (i) have not filed a Proof of Claim, (ii) have filed a Proof of Claim which is subject to a pending objection or motion for estimation by the Debtors, or (iii) do not have an outstanding amount greater than zero (\$0.00) with respect to any Claims listed on the Debtors’ Schedules or the Revised Cure Schedule (as defined below), and are

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized terms used but defined herein have the meanings ascribed to them in the Plan.

therefore not entitled to vote on the Plan unless and until a timely request for a Ballot is made in accordance with the terms of this Notice.

The Debtors previously filed and served the *Notice of Executory Contracts and Unexpired Leases That May Be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Costs with Respect Thereto* [Docket No. 599] (the “**Original Contracts Schedule**” and together with any supplement thereto, collectively, the “**Cure Schedules**”), which sets forth the Executory Contracts and Unexpired Leases that may be assumed and assigned to a Purchaser pursuant to an Asset Purchase Agreement. **Not all contracts listed in the Cure Schedules were ultimately assigned to Purchasers.** To the extent there are additional Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Plan, such Executory Contracts and Unexpired Leases shall be set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases to be included in the Plan Supplement.

Pursuant to Article VI of the Plan, except as otherwise provided in the Plan, as of the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that are not (i) previously assumed, (ii) assumed and assigned in accordance with any Sale Transaction Documentation, (iii) previously rejected pursuant to an order of the Bankruptcy Court, (iv) identified on the Schedules of Executory Assumed Contracts and Unexpired Leases, (v) the subject of a pending motion to reject, assume, or assume and assign as of the Effective Date, (vi) a D&O Liability Insurance Policy or other Insurance Policy to which any Debtor, or the Liquidation Trustee is a beneficiary or an insured, nor (vii) previously expired or terminated pursuant to their own terms or by agreement of the parties thereto.

In the event your Executory Contract or Unexpired Lease is rejected, you may have a General Unsecured Claim in Class 7 for rejection damages. The Plan provides that all claims for rejection damages arising from the rejection of Executory Contracts or Unexpired Leases effectuated by confirmation of the Plan must be filed within 30 days after the occurrence of the Effective Date. All Claims arising from the rejection of Executory Contracts and Unexpired Leases under the Plan (the “**Rejection Damages Claims**”) must be filed with Omni Agent Solutions, Inc., the Balloting Agent retained by the Debtors in these Chapter 11 Cases (the “**Balloting Agent**”), and served upon the Liquidating Trustee and counsel for the Debtors, as applicable, within thirty (30) days after the occurrence of the Effective Date and in accordance with instructions and procedures set forth in the Combined Order, *provided*, that the foregoing deadline shall apply only to Executory Contracts or Unexpired Leases rejected pursuant to the Plan as described in the foregoing paragraph, and the deadline for filing any Rejection Damage Claims relating to any Executory Contract or Unexpired Lease rejected pursuant to a separate order of the Court shall be the applicable deadline under such order or the Claims Bar Date Order, as applicable.

You may request a Ballot from the Balloting Agent and vote your potential Rejection Damages Claim in the amount of \$1.00 by (1) sending an email to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with “FAT Brands Solicitation Inquiry” in the subject line; or (2) calling the Debtors’ restructuring hotline at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free), provided that, in order to be counted, your Ballot **must** be actually received by the Claims and Noticing Agent in advance of the Voting Deadline at **4:00 p.m. (prevailing Central Time), on July 20, 2026**, unless extended by the Debtors.

A hearing (the “**Combined Hearing**”) to consider final approval of the Disclosure Statement and confirmation of the Plan will be held before The Honorable Alfredo R Pérez, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 400, 4th floor, Houston, Texas 77002, **on July 27, 2026 at 9:00 a.m. (prevailing Central Time)**. The Combined Hearing will be conducted **virtually only**. **No in-person attendance will be permitted**. Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez’s conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez’s home page. The meeting code is “JudgePerez”. Click the settings icon in the upper right corner and enter your name under the personal information setting. Hearing appearances must be made electronically in advance of the Combined Hearing. To make your appearance, click the “Electronic Appearance” link on Judge Pérez’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice filed with the Bankruptcy Court. The Plan may be amended, supplemented, or modified from time to time, in accordance with the Bankruptcy Code, the Bankruptcy Rules and other applicable law, before, during, or as a result of the Combined Hearing, without further notice to creditors or other parties in interest.

Even if you decide not to vote on the Plan, you may nevertheless be a party in interest in the Chapter 11 Cases and you, therefore, may be entitled to participate in these Chapter 11 Cases, including by filing an objection to Confirmation of the Plan. Any objections to confirmation of the Plan or approval of the Disclosure Statement shall be: (i) in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures; (iii) state the name of the objecting party and the amount and nature of the Claim or Interest held by such objecting party; (iv) state with particularity the legal and factual basis for the objection; and (v) be filed with the Court and served on the Notice Parties (as defined below) so that it is **actually received** on or before **July 20, 2026, at 4:00 p.m. (prevailing Central Time)** by the following parties:

- i. FAT Brands, Inc.: 1166 Avenue of the Americas, Suite 300, New York, NY 10036, Attn: John C. DiDonato (jdidonato@hcg.com) and Abhimanyu Gupta (abhigupta@hcg.com);
- ii. Counsel to the Debtors: Latham & Watkins LLP, (1) 1271 Avenue of the Americas, New York, NY 10020, Attn: Ray C. Schrock (ray.schrock@lw.com), Natasha Hwangpo (natasha.hwangpo@lw.com), Randall Carl Weber-Levine (randall.weberlevine@lw.com), Ashley Gherlone Pezzi (ashley.pezzi@lw.com), and Thomas Fafara (thomas.fafara@lw.com) and (2) 10250 Constellation Blvd., Suite 1100, Los Angeles, California 90067, Attn: Ted A. Dillman (ted.dillman@lw.com);
- iii. Co-counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. (“Tad”) Davidson II

- (taddavidson@hunton.com), Ashley L. Harper (ashleyharper@hunton.com), and Philip M. Guffy (pguffy@hunton.com);
- iv. Counsel to the WBS Ad Hoc Group: White & Case LLP, (1) 609 Main Street, Suite 2900, Houston, Texas 77002, Attn: Charles R. Koster (charles.koster@whitecase.com), (2) 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131, Attn: Brian Pfeiffer (brian.pfeiffer@whitecase.com) and Amanda Parra Criste (aparracriste@whitecase.com), and (3) 300 N. LaSalle Drive, Suite 3800, Chicago, Illinois 60654, Attn: Jason N. Zakia (jason.zakia@whitecase.com) and Adam T. Swingle (adam.swingle@whitecase.com);
- v. Counsel to the Creditors' Committee: Paul Hastings LLP, (1) 200 Park Ave, New York, New York 10166, Attn: Kristopher M. Hansen (krishansen@paulhastings.com) and Gabriel E. Sasson (gabesasson@paulhastings.com) and (2) 2001 Ross Avenue, Suite 2700, Dallas, Texas 75201, Attn: Charles M. Persons (charlespersons@paulhastings.com); and
- vi. Office of the United States Trustee for Region 7: 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Jayson B. Ruff (jayson.b.ruff@usdoj.gov) and Andrew Jimenez (andrew.jimenez@usdoj.gov).

If (i) you believe you have received this Notice in error and/or are entitled to vote on the Plan as provided herein; (ii) you would like to obtain a Solicitation Package; or (iii) you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Claims and Noticing Agent by: (a) sending an email to FATBrands-TwinHospitalityInquiries@OmniAgnt.com with "FAT Brands Solicitation Inquiry" in the subject line; and/or (b) calling the Debtors' restructuring hotline at (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free). Copies of the Plan and Disclosure Statement along with all other documents filed in these Chapter 11 Cases are available on the Court's website, at www.txs.uscourts.gov, and free of charge at the Debtors' case website: <https://omniagentsolutions.com/FATBrands-TwinHospitality> (accessible via the QR Code below).



Dated: [●], 2026
Houston, Texas

Respectfully submitted,

/s/

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (TX Bar No. 24012503)
Ashley L. Harper (TX Bar No. 24065272)
Philip M. Guffy (TX Bar No. 24113705)
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Email: taddavidson@hunton.com
ashleyharper@hunton.com
pguffy@hunton.com

– and –

LATHAM & WATKINS LLP

Ray C. Schrock (NY Bar No. 4860631)
Natasha Hwangpo (NY Bar No. 5222575)
Randall Carl Weber-Levine (NY Bar No. 5673330)
Ashley Gherlone Pezzi (NY Bar No. 5754213)
Thomas Fafara (NY Bar No. 6013445)
1271 Avenue of the Americas
New York, New York 10020
Telephone: (212) 906-1200
Email: ray.schrock@lw.com
natasha.hwangpo@lw.com
randall.weber-levine@lw.com
ashley.pezzi@lw.com
thomas.fafara@lw.com

– and –

Ted A. Dillman (CA Bar No. 258499)
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
Telephone: (424) 653-5500
Email: ted.dillman@lw.com

*Co-Counsel for the Debtors
and Debtors in Possession*

EXHIBIT 10

(Debtors' Cover Letter)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

-----	X	
	:	
In re:	:	Chapter 11
	:	
FAT BRANDS INC., <i>et al.</i> ,	:	Case No. 26-90126 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

COVER LETTER AND RECOMMENDATION OF DEBTORS

THE DEBTORS STRONGLY URGE YOU TO VOTE IN FAVOR OF THE PLAN. YOU MAY DO SO BY TIMELY SUBMITTING A BALLOT INDICATING YOUR ACCEPTANCE OF THE PLAN AS EXPLAINED IN THE VOTING INSTRUCTIONS ACCOMPANYING THE BALLOT. THE VOTING DEADLINE IS JULY 20, 2026, AT 4:00 P.M. (PREVAILING CENTRAL TIME).

To all holders of Claims in Classes 3, 4, 5, 6, 7, and 8:

You are receiving this letter because you are, or may be, a holder of a Claim in Classes 3 (Secured Insight Claims), 4 (Secured Percent Claims), 5 (Secured Waterfall Claims), 6 (Resid Claims), 7 (General Unsecured Claims), and/or 8 (Noteholder Deficiency Claims) (collectively, the “*Voting Classes*”). As a holder, or potential holder, of a claim in a Voting Class, you are entitled to vote to accept or reject the *Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1404] (as it may be amended, modified, or supplemented from time to time, the “*Plan*”).² ***Therefore, you should read this letter and the enclosed materials carefully and discuss them with your legal, financial, and tax advisors. If you do not have an attorney you may wish to consult one.***

¹ A complete list of the Debtors in the Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/FATBrands-TwinHospitality>. The Debtors’ mailing address for purposes of the Chapter 11 Cases is 9720 Wilshire Blvd., Suite 500, Beverly Hills, CA 90212.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

The Plan is being proposed by FAT Brands Inc. and its debtor affiliates (collectively, the “**Debtors**”) and is described in greater detail in the *Disclosure Statement for Joint Plan of Liquidation of FAT Brands Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1405] (as it may be amended or modified from time to time, the “**Disclosure Statement**”) and other materials accompanying this letter (collectively, the “**Solicitation Package**”).

The Plan and Disclosure Statement are the product of the Debtors’ review and analysis of their assets and liabilities, the circumstances leading to the commencement of the Chapter 11 Cases, and other significant events occurring during the Chapter 11 Cases. Among other things, the Plan facilitates the wind-down of the Debtors’ estates following the closing of the Sale Transactions. The Disclosure Statement describes the Plan in detail, including the distributions to Holders of Claims and Interests contemplated pursuant to the Plan and the effect of the Plan on such Holders. The Disclosure Statement also provides information to assist Holders of Claims and Interests entitled to vote in determining whether to vote to accept or reject the Plan.

The Debtors believe that the implementation of the Plan is in the best interests of the Debtors and their stakeholders, including you. The Debtors believe that the Plan is the best outcome for all interested parties following the Sales and facilitates distributions to creditors and an orderly wind-down of the Debtors’ Estates. If a chapter 11 plan of liquidation is not confirmed, the Debtors’ alternative options are to convert to a chapter 7 liquidation or pursue a dismissal of the Chapter 11 Cases. The Debtors believe that liquidation under chapter 7 would result in lesser distributions to creditors than those provided for in the Plan because of, among other reasons, the delay resulting from the conversion of the Chapter 11 Cases and the additional administrative expenses associated with the appointment of a trustee and the trustee’s retention of professionals (who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases). Likewise, the Debtors believe that dismissal of the Chapter 11 Cases would result in smaller recoveries for creditors than the recoveries under the Plan because of, among other reasons, delay resulting from the dismissal of the Chapter 11 Cases and expenses associated with exercising remedies under non-bankruptcy law.

On May 15, 2026, the Debtors, the WBS Ad Hoc Group, the Committee, and 352 Capital reached the Global Settlement. The terms of the Global Settlement are reflected in the Plan and Disclosure Statement. On May 19, 2026, the Court entered an order authorizing the *Order (I) Authorizing Entry into and Performance Under the Settlement Term Sheet; (II) Approving, Pursuant to Bankruptcy Rule 9019, the Terms of the Global Settlement Contained Therein; and (III) Granting Related Relief* [Docket No. 1365].

Based on the Global Settlement, the Committee supports the Plan and believes that the recovery provided to unsecured creditors under the Plan represents a negotiated result that best serves the interests of all unsecured creditors. The Committee supports granting the releases contained in the Plan and recommends that unsecured creditors vote in favor of the Plan.

The materials in the Solicitation Package are intended to be self-explanatory. If you have any questions, however, please feel free to contact (a) the Debtors’ Balloting Agent, Omni Agent Solutions, Inc. by: (i) visiting the Debtors’ restructuring website at: <https://omniagentsolutions.com/FATBrands-TwinHospitality-Ballots> or via the QR Code below;

(ii) e-mailing FATBrands-TwinHospitalityInquiries@OmniAgn.com and including “FAT Brands Solicitation Inquiry” in the subject line; or (iii) calling (747) 288-6379 (international) or (888) 202-5659 (U.S./Canada, toll free); or (b) the Debtors’ counsel: (i) Latham & Watkins, LLP, (a) 1271 Avenue of the Americas, New York, New York 10020 (Ray C. Schrock (ray.schrock@lw.com), Natasha Hwangpo (natasha.hwangpo@lw.com), Randall Carl Weber-Levine (randall.weberlevine@lw.com), Ashley Gherlone Pezzi (ashley.pezzi@lw.com), and Thomas Fafara (thomas.fafara@lw.com)); (b) 10250 Constellation Blvd., Suite 1100 Los Angeles, California 90067 (Attn: Ted A. Dillman (ted.dillman@lw.com)); and (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002 (Attn: Timothy A. (“Tad”) Davidson II (taddavidson@hunton.com), Ashley L. Harper (ashleyharper@hunton.com), and Philip M. Guffy (pguffy@hunton.com)).



Please do not direct any inquiries directly to the Debtors.