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

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

MOTION OF DEBTORS FOR ENTRY OF ORDERS (I) (A) APPROVING BIDDING PROCEDURES FOR SALE OF DEBTORS' ASSETS, (B) ESTABLISHING PROCEDURES FOR DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, (C) SCHEDULING DATES FOR AN AUCTION AND A HEARING TO CONSIDER APPROVAL OF ANY RESULTING SALE, (D) APPROVING FORM AND MANNER OF NOTICES RELATED THERETO, AND (E) GRANTING RELATED RELIEF; AND (II) (A) APPROVING AND AUTHORIZING SALE OF DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, LIABILITIES, RIGHTS, INTERESTS, AND ENCUMBRANCES, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the "***Debtors***") respectfully state as follows in support of this motion (this "***Motion***"):

[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.

PRELIMINARY STATEMENT

1. Contemporaneous with the chapter 11 filing, the Debtors and the ad hoc group of Securitization Noteholders (the "***WBS Ad Hoc Group***") commenced mediation (the "***Mediation***")[2] led by Judge Marvin Isgur, as mediator, to among other things, develop a path forward in these chapter 11 cases. Shortly after its appointment, the official committee of unsecured creditors (the "***Creditors' Committee***") joined the Mediation as well. The Mediation process remains ongoing and continues to foster productive communication and negotiation amongst the parties.

2. One of the Debtors' main goals for Mediation is to gain alignment on a path forward for these chapter 11 cases. At this time, the Debtors believe that potential going-concern asset sales may be value-maximizing and that the proposed Bidding Procedures are designed to maximize the value the Debtors may receive from any such sale(s). Prior to the filing of this Motion, the Debtors discussed the Bidding Procedures and the Proposed Order with the WBS Ad Hoc Group and Creditors' Committee, have reflected comments from each, and have made substantial progress towards alignment. While the Debtors understand the WBS Ad Hoc Group and the Creditors' Committee are generally supportive of the sale process, the parties are continuing to resolve open issues with respect to the Bidding Procedures and the Proposed Order. The Debtors have filed this Motion in the interest of time and fully intend on continuing discussions with the WBS Ad Hoc Group and Creditors' Committee and expect to file a revised Bidding Procedures and the Proposed Order reflecting those discussions. All parties' rights are reserved.

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[2] *See Stipulated Mediation Order Appointing Judge Marvin Isgur as Mediator* [Docket No. 105] (as amended or supplemented, the "***Mediation Order***").

3. In addition to creating alignment on a potential sale process, the Mediation process continues to bear fruit with respect to potential debtor-in-possession financing ("***DIP Financing***"). Although the Debtors do not have a finalized DIP Financing as of the filing of this Motion, the Debtors are optimistic that they will be able to submit for Court approval a proposed DIP Financing in the coming days.[3] The Debtors further expect that any DIP Financing will come with attendant case and sale milestones, and these Bidding Procedures are designed with such anticipated timeline in mind.

4. Accordingly, this Motion seeks approval of a process by which the Debtors can market and sell all, substantially all, or any portion of their assets or brands (collectively, the "***Assets***"). And for the reasons more fully set forth herein, the Debtors submit that the proposed Bidding Procedures, among other things: (i) comply with applicable law, (ii) provide good and sufficient notice to all parties in interest, and (iii) facilitate the Debtors' ability to accept the highest (or otherwise best) offers for the Assets.

RELIEF REQUESTED

5. By this Motion, the Debtors seek entry of:[4]

(i) an order, substantially in the form attached hereto (the "***Proposed Order***"):

(a) approving the proposed bidding procedures attached to the Proposed Order as **Annex 1** (the "***Bidding Procedures***"), by which the Debtors will solicit

[3] The Debtors anticipate filing a motion for approval of a DIP Financing ahead of the scheduled March 17, 2026 hearing in lieu of seeking final relief under the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection for the Use of Cash Collateral; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 18]. Any references to DIP Lenders, DIP Documents, DIP Facility, DIP Order, or DIP Obligations shall be in reference to such DIP Financing motion and related pleadings, in each case, as such DIP Financing is ultimately approved by the Court.

[4] In support of this Motion, the Debtors intend to submit the *Declaration of Jeff Raithel in Support of Emergency Motion of Debtors for Entry of Orders (I) (A) Approving Bidding Procedures for Sale of Debtors' Assets, (B) Establishing Procedures for Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, (C) Scheduling Dates for an Auction and a Hearing to Consider Approval of any Resulting Sale, (D) Approving Form and Manner of Notices Relating Thereto, and (E) Granting Related Relief; and (II) (A) Approving and Authorizing Sale of Debtors' Assets Free and Clear of all Claims,*

and select the highest or otherwise best offer for one or more sales (each a "***Transaction***") of the Assets (as defined below), including procedures governing the Debtors' selection of one or more stalking horse bidders for the Assets (each, a "***Stalking Horse Bidder***"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidders, if necessary;

(b) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "***Assumption and Assignment Procedures***");

(c) scheduling dates for (x) an auction (the "***Auction***") in the event that the Debtors receive one or more timely and acceptable Qualified Bids (as defined below) and (y) a final hearing (the "***Sale Hearing***") to approve one or more Transactions, as necessary;

(d) approving the form and manner of notice (x) of all procedures of the Auction and Sale Hearing (such notice, the "***Sale Notice***") (y) Assumption and Assignment Procedures (such notice, the "***Assumption Notice***"), and (z) the identification of the Successful Bidder(s) (as defined below) (such notice, the "***Post-Auction Notice***" and together with the Sale Notice and Assumption Notice, the "***Sale Process Notices***");

(e) granting related relief; and

(ii) following the Sale Hearing, entry of one or more sale orders (collectively, the "***Sale Order(s)***"):

(a) approving and authorizing, pursuant to any Transaction, the sale of the Debtors' Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon (collectively, the "***Encumbrances***"), subject to the terms of the applicable purchase agreement;

(b) authorizing the assumption and assignment of certain executory contracts and unexpired leases in connection therewith; and

(c) granting related relief.

6. The Bidding Procedures revolve around certain key dates which are intended to facilitate one or more value-maximizing Transactions within an expedited timeline. These key dates, which are subject to modification as further provided for in the Bidding Procedures, are:

Liens, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief, to be filed shortly.

(i) **Indications of Interest and Stalking Horse Interest Deadline**: April 3, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline for interested parties to submit non-binding Indications of Interest (as defined below) (the "***Indication of Interest and Stalking Horse Interest Deadline***");

(ii) **Sale Objection Deadline**: April 24, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline for interested parties to file objections (other than Contract Objections and Post-Auction Objections) to the sale of Debtors' Assets free and clear of all liens and encumbrances (the "***Sale Objection Deadline***");

(iii) **Bid Deadline**: April 24, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline by which all binding Bids (as defined below) must be submitted by interested parties (the "***Bid Deadline***");

(iv) **Contract Objection Deadline**: April 24, 2026, at 11:59 p.m. (prevailing Central Time), as the deadline by which any counterparty to a Designated Contract (as defined below) must object to the assumption, or assumption and assignment, of any Designated Contract or to the proposed Cure Cost (as defined below) to assume such Designated Contract (the "***Contract Objection Deadline***"). If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Designated Contracts in connection with such Transaction or the Debtors seek to modify the previously stated Cure Cost associated with any Designated Contract, as soon as practicable thereafter, the Debtors shall file with the Court and serve, by overnight delivery, on the applicable Counterparties an Assumption Notice, and such Counterparties shall file any Contract Objections not later than (a) the Contract Objection Deadline in the event that such revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (b) two (2) days prior to the Sale Hearing in the event that such revised Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, (c) prior to the commencement of the Sale Hearing in the event that such revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, or (d) at the Sale Hearing in the event that such revised Assumption Notice was filed within one (1) business day of the Sale Hearing. For the avoidance of doubt, if a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

(v) **Auction**: April 28, 2026, at 9:00 a.m. (prevailing Central Time), as the date and time of the Auction, if one becomes necessary, which will be held at the offices of counsel for the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020 or at such other place and time, including but not limited to a remote auction held online, as the Debtors shall notify all parties who have submitted Qualified Bids, the Consultation Parties (as defined in the Bidding Procedures), and all other parties entitled to attend the Auction;

(vi) **Post-Auction Objection Deadline**: April 30, 2026, at 4:00 p.m. (prevailing Central Time), as the deadline to file objections to the conduct of the auction and to the proposed assumption and assignment of any Selected Designated Contracts on grounds of inadequate assurance of future performance of the Successful Bidder (the "***Post-Auction Objection Deadline***"); and

(vii) **Sale Hearing**: May 1, 2026, at a time to be announced, before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 400, Houston, TX 77002.[5]

JURISDICTION AND VENUE

7. The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution.

8. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

9. The statutory and legal predicates for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***"), rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), rules 2002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Bankruptcy Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas (the "***Complex Case Procedures***").

[5] The proposed date of May 1, 2026, is subject to this Court's availability. To the extent that that designation of an alternative date becomes necessary, the Debtors will reflect such alternative date in a revised version of each of the Proposed Order and the Sale Process Notices (as applicable). The Debtors will file such revised documents in the Chapter 11 Cases and serve them in accordance with the Proposed Order.

BACKGROUND

10. FAT Brands Inc., Twin Hospitality Group Inc., and their Debtor subsidiaries (collectively, the "***Company***") comprise a leading multi-brand restaurant company that develops, markets, acquires, and manages quick-service, fast casual, casual dining and polished casual dining restaurant concepts around the world. With approximately 7,500 direct full-time and part-time employees, eighteen restaurant brands, and approximately 2,200 locations open or under construction (including over 150 Company-owned restaurants and over 1,900 franchised locations), the Company is one of the largest restaurant companies in the United States by number of locations.

11. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of John C. DiDonato in Support of Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 15] (the "***First Day Declaration***"), incorporated herein by reference.

12. On January 26, 2026 (the "***Petition Date***"), the Debtors filed voluntary petitions in this Court commencing cases for relief under chapter 11 of the Bankruptcy Code (collectively, the "***Chapter 11 Cases***"). The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. On February 6, 2026, the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") appointed the Creditors' Committee [Docket No. 186]. No trustee or examiner has been appointed in the Chapter 11 Cases.

DEBTORS' SALE PROCESS

13. On February 17, 2026, with support from the Creditors' Committee and the WBS Ad Hoc Group, the Debtors, with the assistance of their advisors and under the authority of the

Special Committee (which is comprised solely of newly-appointed independent directors), launched the marketing process for the Debtors' assets. The marketing process is underway, and the Debtors are open to proposals for any Assets on a going-concern basis.

14. The Debtors' proposed Bidding Procedures contemplate, among other things, the following timeline with a Bid Deadline of April 24, 2026, and closing of any sales by May 4, 2026, as further set forth below:

Deadline/Event	Timing
Indication of Interest and Stalking Horse Interest Deadline	April 3, 2026, at 4:00 p.m. (prevailing Central Time)
Assumption Notice Deadline	April 10, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for filing any Bid Protections Notice identifying any Stalking Horse Bidders and proposed Bid Protections	April 20, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for the submission of Qualified Bids	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Objection Deadline	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Contract Objection Deadline	April 24, 2026, at 11:59 p.m. (prevailing Central Time)
Auction (if applicable)	April 28, 2026, at 9:00 a.m. (prevailing Central Time)
Deadline for: (i) filing of Post-Auction Notice, (ii) service of Post-Auction Notice on relevant Counterparties, (iii) filing of any revised Assumption Notice, and (iv) service of such revised Assumption Notice on relevant Contract Counterparties	The later of (i) 24 hours from the conclusion of any Auction and (ii) April 29, 2026, at 4:00 p.m. (prevailing Central Time)
Post-Auction Objection Deadline[6]	April 30, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	May 1, 2026, at a time to be announced
Deadline for closing of any Transaction approved by Court at Sale Hearing	May 4, 2026

[6] Except as otherwise provided herein, this deadline is only appliable to objections to the conduct of the action, and, with respect to Counterparties to Designated Contracts, to objections on the basis of the ability of a Successful Bidder (other than a Stalking Horse Bidder previously designated in accordance with the terms of a Bid Protections Order) at an auction to provide adequate assurance of future performance.

15. The Debtors believe such timeline is fair and reasonable under the circumstances and designed to maximize estate value in light of, among other things, the Debtors' limited liquidity and extensive prior marketing efforts, which included outreach to at least 120 parties.

16. Moreover, the Debtors believe the Bidding Procedures are fair and reasonable under the circumstances. Given the possibility of an insider transaction and a possible credit bid by the incumbent lenders, the Debtors are cognizant of, and have implemented, all necessary guardrails to ensure interested parties are treated equally and at arms' length. Specifically, the proposed Bidding Procedures provide that, regardless of whether Mr. Andrew Wiederhorn participates in a bid to purchase the Assets, Mr. Wiederhorn shall not (i) participate in the evaluation of bids from any bidders (other than bids ("***Wiederhorn Bids***") submitted by himself or an entity controlled by himself ("***Wiederhorn Bidders***"); (ii) receive any non-public information regarding any bids other than any Wiederhorn Bids; (iii) participate in any communications or diligence with any bidder other than a Wiederhorn Bidder; or (iv) advise the Debtors on any such bids or any other aspects of the sale process for the Assets, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives.

17. In addition, pursuant to Unanimous Written Consents dated January 26, 2026, and February 8, 2026, (i) the Special Committee has authority to review, consider, evaluate, explore, negotiate, and approve any sale relating to the Chapter 11 Cases, *provided* that (ii) in the event that any sale creates potential conflicts between (a) FAT Brands Inc. and/or Twin Hospitality Group Inc. (the "***Parents***") and (b) the other Debtors and their stakeholders, the boards of the Parents would have authority to review, consider, evaluate, explore, negotiate, and approve the sale for the Parents, while the Special Committee would have sole authority to review, consider, evaluate,

explore, negotiate, and approve the sale for all other Debtors. Further, the Bidding Procedures recognize the Debtors' fiduciary duties and do not require the Debtors to take any action or refrain from taking any action if doing so would be inconsistent with their fiduciary duties.

18. For these reasons and the reasons further set forth in this Motion, the Debtors respectfully request that the Court grant the relief requested herein.

PROPOSED BIDDING, ASSUMPTION AND ASSIGNMENT, AND NOTICE PROCEDURES

I. SUMMARY

19. The Debtors believe the Bidding Procedures summarized below are fair and appropriate and will enable the Debtors to maximize value while providing parties in interest with a level playing field with respect to negotiations for the purchase of the Assets. Because the Bidding Procedures are attached as **Annex 1** to the Proposed Order, they are not restated in their entirety herein. The Bidding Procedures provide, among other things:[7]

(i) On or prior to April 3, 2026, at 4:00 p.m. (prevailing Central Time), potential buyers and Stalking Horse Bidders are required to submit written non-binding indications of interest (each, an "***Indication of Interest***") specifying, among other things, (a) the Assets proposed to be acquired, (b) the amount and type of consideration to be offered for the Assets, (c) any material conditions or assumptions upon which a Bid (as defined below) by such party will be based, and (d) any other material terms to be included in a Bid by such party.

(ii) On or prior to the Bid Deadline, potential buyers shall be required to submit written, binding bids (each, a "***Bid***", the party who submits a Bid, a "***Bidder***", and Bids satisfying the qualification requirements in the Bidding Procedures, "***Qualified Bids***").

(iii) Bids may be for all or any portion of the Assets (including subgroups thereof).

(iv) In order to be considered a Qualified Bid, a Bid must, among other things:

[7] The following summary is qualified in its entirety by reference to the provisions of the Bidding Procedures. In the event of any inconsistencies between the provisions of the Bidding Procedures and the summary, the terms of the Bidding Procedures shall govern.

(a) be accompanied by a deposit in cash equal to 10% of the purchase price;

(b) be accompanied by an executed and binding (x) asset purchase agreement (together with the exhibits and schedules thereto, the "***Purchase Agreement***"), which Purchase Agreement must be marked to show any modifications (including those related to consideration amount) to (1) the form purchase agreement (the "***Form APA***") that the Debtors will make available to interested parties as provided in the Bidding Procedures and (2) any Stalking Horse Agreement (as defined below) with respect to the relevant Assets, if applicable or (y) Stalking Horse Agreement which must be marked to show any modifications (including those related to consideration amount) to the Form APA or form Stalking Horse Agreement (as applicable) that the Debtors will make available to interested parties as provided in the Bidding Procedures; *provided*, that such executed and binding Purchase Agreement or Stalking Horse Agreement must include duly authorized and executed transaction documents, signed by an authorized representative of such Bidder, pursuant to which the Bidder proposes to effectuate a Transaction;

(c) be accompanied by evidence of committed financing or other financial ability to consummate the relevant Transaction in a timely manner; *provided* that, if the Bidder is an entity formed for the purpose of the proposed Transaction, the Debtors must be provided evidence of the approval of the Bid by the Bidder's equity holders;

(d) not contain any (x) financing contingencies, (y) contingencies dependent on the outcome or review of unperformed due diligence (unless otherwise agreed upon by the Debtors in consultation with the Consultation Parties), or (z) internal approval/corporate authority related contingencies to closing on the proposed Transaction; and

(e) (w) clearly set forth the Purchase Price (as defined in the Bidding Procedures) to be paid, assuming a purchase of the applicable Assets and any assumption of liabilities, (x) identify separately the cash and any non-cash components of the Purchase Price, (y) indicate the allocation of the Purchase Price among the applicable Assets, and (z) if the Bid includes any Assets subject to any Stalking Horse Agreement, indicate the allocation of value among the applicable Assets. The Purchase Price should be a single point value in U.S. Dollars for the applicable Assets on a cash-free, debt-free basis. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all Assets or whether the Qualified Bid should be viewed as separate Bid for one or more sets of Assets.

(v) To the extent any Stalking Horse Bidders are selected prior to the Bid Deadline, each Qualified Bid for any Assets subject to the applicable Stalking Horse Agreement (alone or combined with Bids for other Assets subject to the Stalking

Horse Agreement) must exceed the Stalking Horse Bidder's Bid by the Minimum Overbid (as defined in the Bidding Procedures).

(vi) Each subsequent overbid at the Auction must exceed the prior highest Bid by the Minimum Overbid (as defined in the Bidding Procedures) plus, in the event that the Debtors have entered into a Stalking Horse Agreement with respect to the Assets to which the Overbid relates, the aggregate amount of Bid Protections (including any break-up fees and/or expense reimbursements) under such Stalking Horse Agreement.

(vii) At the conclusion of the Auction, the Debtors in consultation with the Consultation Parties shall select the overall highest or otherwise best Bid or Bids for their Assets (each such Bid, a "***Successful Bid***" and, the bidder submitting each such Successful Bid, a "***Successful Bidder***") in accordance with the Bidding Procedures. The Debtors, in consultation with the Consultation Parties, shall also select the next highest or otherwise best Bid or Bids at the Auction as a backup Bid (each such Bid, a "***Backup Bid***" and, the bidder submitting such Backup Bid, a "***Backup Bidder***") in accordance with the Bidding Procedures; *provided*, that such Backup Bid shall be subject to Court approval in connection with the Court's approval of the Successful Bid. The Backup Bidder(s) shall be required to keep the Backup Bid(s) open and irrevocable until 11:59 p.m. (prevailing Central Time) on the date that is 30 days after the earlier of (x) the date of entry of the relevant Sale Order or (y) the date on which the relevant Transaction(s) with the relevant Successful Bidder(s) closes.

(viii) To the extent permitted under the DIP Documents and Prepetition Loan Documents, respectively, the DIP Lenders and the Prepetition Secured Parties, or any assignee or designee of any of the foregoing, may, pursuant to the Bankruptcy Code and DIP Order, submit, at any time prior to or during the Auction, a credit bid for any or all of the Assets securing their respective collateral.

(ix) The Debtors shall not consider any Bids submitted after the conclusion of the Auction, and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

(x) The Bidding Procedures may be modified by the Debtors in their reasonable business judgment following consultation with the Consultation Parties; *provided*, that, no modification of the Bidding Procedures shall alter or limit, without the prior written consent of the requisite lenders as provided in any such final DIP Financing (as such DIP Financing is ultimately approved by the Court) (the "***Required DIP Lenders***") or further order of the Court, (i) the restrictions on the participation of insiders and Andrew Wiederhorn in the sale process set forth in the Bidding Procedures and the Proposed Order, (ii) the provisions pertaining to credit bids set forth in the Bidding Procedures and the Proposed Order, or (iii) the milestone requirements or other obligations set forth in the DIP Documents (including the DIP Order).

II. PROCEDURES FOR DESIGNATING STALKING HORSE BIDDERS AND/OR PROVIDING BID PROTECTIONS TO SUCH BIDDERS

20. The Bidding Procedures also provide that the Debtors may, in consultation with the Consultation Parties, enter into one or more stalking horse agreements (each, a "***Stalking Horse Agreement***") and designate one or more Stalking Horse Bidders (any Bid submitted by such a Stalking Horse Bidder, a "***Stalking Horse Bid***"). A Stalking Horse Agreement may provide for payment of break-up fees and/or expense reimbursements to the Stalking Horse Bidder (the "***Bid Protections***"). And as further set forth in the Bidding Procedures, in the event that any insider or director expresses interest in bidding or is selected as a Stalking Horse Bidder, the Special Committee has authority to review, consider, evaluate, explore, negotiate, and approve any sale relating to the Chapter 11 Cases, *provided*, that, in the event that any sale creates potential conflicts between (a) the Parents and (b) the other Debtors and their stakeholders, the boards of the Parents would have authority to review, consider, evaluate, explore, negotiate, and approve the sale for the Parents, while the Special Committee would have sole authority to review, consider, evaluate, explore, negotiate, and approve the sale for all other Debtors.

21. The Bidding Procedures provide that, in the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall file with the Court a notice of such designation (each, a "***Bid Protections Notice***"), which shall (i) identify any such Stalking Horse Bidders; (ii) identify the Bid Protections, if any, the Debtors propose to offer such Stalking Horse Bidders; and (iii) include, as an exhibit thereto, the proposed Stalking Horse Agreements or Purchase Agreements with such Stalking Horse Bidders.

22. Each Bid Protections Notice shall be provided to (i) all parties who are required, or have requested, to receive notice pursuant to Bankruptcy Rule 2002 and the Complex Case Procedures (the listing of such parties as maintained by Debtors and Omni Agent Solutions, Inc.,

the "***Master Service List***"), (ii) counsel to the Creditors' Committee, (iii) counsel to the WBS Ad Hoc Group; (iv) all parties then known to have expressed an interest in the Assets as part of the marketing process established by the Bidding Procedures, and (v) all parties holding liens on the Assets. Each Bid Protections Notice will provide the aforementioned parties notice and an opportunity to object on the earlier of (i) five (5) business days from filing and serving of the Bid Protections and (ii) the Post-Auction Objection Deadline, to the designation of such Stalking Horse Bidder and the Bid Protections being provided to such Stalking Horse Bidder. Absent objection, the Debtors may submit a proposed order to the Court under either a certificate of no objection, or, if an objection is lodged but consensually resolved, a certificate of counsel, as applicable, approving the selection of such Stalking Horse Bidder and the Bid Protections (each, a "***Bid Protections Order***"); *provided*, *however*, if a timely objection is made to a Bid Protections Notice, which objection is not consensually resolved, then the Debtors shall seek a hearing before the Court at which the Court will consider such objection and rule on whether the Debtors' designation of the applicable Stalking Horse Bidders, including, but not limited to, any Bid Protections proposed for such Stalking Horse Bidders, will be approved and the Debtors' designation of such Stalking Horse Bidders and any Bid Protections proposed for such Stalking Horse Bidders shall not be approved unless and until the Court enters a Bid Protections Order and, in such instance, to the extent set forth in such Bid Protections Order.

III. SALE NOTICE

23. The Debtors request that the Court approve the form of Sale Notice attached as **Annex 2** to the Proposed Order. The Debtors submit that service of the Sale Notice as set forth below is proper and sufficient to provide notice of the Auction, the Post-Auction Objection Deadline, the Sale Objection Deadline and the Sale Hearing to all known and unknown parties in interest.

24. The Debtors propose that, within three (3) business days after the entry of the Proposed Order, or as soon as reasonably practicable thereafter, the Debtors will serve the Sale Notice, the Proposed Order, and the Bidding Procedures by email, where available, or otherwise by first-class mail, postage prepaid, upon, to the best knowledge of the Debtors' management: (i) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (ii) the Office of the United States Attorney's for the Southern District of Texas; (iii) the Internal Revenue Service; (iv) all parties entitled to notice pursuant to Bankruptcy Local Rule 2002-1(b); (v) all known creditors of the Debtors, including the counterparties to their executory contracts and unexpired leases; and (vi) any other party who receives notice in the Chapter 11 Cases.

25. In addition, the Debtors propose that, within three (3) business days after the entry of the Proposed Order, or as soon as reasonably practicable thereafter, the Debtors will file and serve the Sale Notice by email, where available, or otherwise by first-class mail, postage prepaid or, for those parties who have consented to receive notice by the ECF system, by ECF, upon to the best knowledge of the Debtors' management, (i) all parties that have (within the past six (6) months) expressed written interest in purchasing, outside of the ordinary course of the Debtors' businesses, any of the Assets; (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Assets; (iii) counsel to Creditors' Committee; (iv) counsel to the WBS Ad Hoc Group; and (v) the U.S. Trustee.

26. Finally, the Debtors propose to publish the Sale Notice, as modified for publication, in a national publication on one occasion substantially contemporaneous, or as soon as reasonably practicable thereafter, with the service described in the preceding two (2) paragraphs. In addition, the Debtors seek this Court's authorization, but not direction, to (i) publish the Sale Notice in

additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on the website maintained by the Debtors' claims and noticing agent at https://omniagentsolutions.com/FATBrands-TwinHospitality (the "***Case Website***").

27. The Debtors submit that the Sale Notice and proposed publication of such notice are reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures and the dates and deadlines related thereto, including, without limitation, the Post-Auction Objection Deadline; (iii) the Sale Objection Deadline; (iv) the Sale Hearing; and (v) instructions for promptly obtaining a copy of the Stalking Horse Agreements. Accordingly, the Debtors request that the form and manner of the Sale Notice be approved and that the Court determine that no other or further notice of the Auction or Sale Hearing is required.

IV. ASSUMPTION AND ASSIGNMENT PROCEDURES

28. The Debtors also request that the Court approve the form of Assumption Notice attached as **Annex 3** to the Proposed Order. The Debtors submit that service of the Assumption Notice on the Counterparties (as defined below) is proper and sufficient to provide notice to the Counterparties of the Assumption and Assignment Procedures.

29. To facilitate one or more Transactions, the Debtors seek authority to assume and assign designated executory contracts and unexpired leases (the "***Designated Contracts***") to the Successful Bidder(s) in accordance with the Assumption and Assignment Procedures. The Assumption and Assignment Procedures are as follows:

(i) On or prior to April 10, 2026, at 11:59 p.m. (prevailing Central Time) (the "***Assumption Notice Deadline***"), the Debtors shall file with the Court, post on the Case Website, and serve on each counterparty (each, a "***Counterparty***", and collectively, the "***Counterparties***") to a Designated Contract, the Assumption Notice.

(ii) The Assumption Notice shall include, without limitation, a list of potential Designated Contracts to be assumed and assigned (the "***Designated Contracts List***") and the proposed cure amount, if any, that the Debtors believe is required to be paid to the applicable Counterparty under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for each of the Designated Contracts through the closing of a sale (each proposed amount, if any, a "***Cure Cost***"). If a Counterparty objects to the assumption, or assumption and assignment, of any Designated Contract or to the proposed cure amount to assume such Designated Contract, such Counterparty must file with the Court and serve on the Objection Recipients (as defined below) a written objection (each, a "***Contract Objection***") on or before the Contract Objection Deadline.

(iii) Any Contract Objection shall: (a) be in writing; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Court on or before April 24, 2026, at 4:00 p.m. (prevailing Central Time); (d) be served, so as to be actually received on or before the Contract Objection Deadline, upon the Objection Recipients; and (e) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for the applicable Designated Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

(iv) The "***Objection Recipients***" are as follows:

(a) the Debtors, 1166 Avenue of the Americas, Suite 300, New York, NY 10036, Attn: John C. DiDonato (jdidonato@hcg.com) and Abhimanyu Gupta (abhigupta@hcg.com);

(b) 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);

(c) 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);

(d) 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) 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, Attn: Jason N. Zakia (jason.zakia@whitecase.com) and Adam T. Swingle (adam.swingle@whitecase.com);

(e) proposed 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

(f) the 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).

(v) Any time after the Assumption Notice Deadline, the Debtors reserve the right, and are authorized, but not directed, to (a) add previously omitted Designated Contracts as contracts to be assumed and assigned to a Successful Bidder in accordance with the definitive agreement for a Transaction, (b) remove a Designated Contract from the Designated Contracts List that a Successful Bidder does not propose to assume and assign to it in connection with a Transaction, or (c) modify the previously stated Cure Cost associated with any Designated Contract.

(vi) If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Designated Contracts in connection with such Transaction or the Debtors seek to modify the previously stated Cure Cost associated with any Designated Contract, as soon as practicable thereafter, the Debtors shall file with the Court and serve, by overnight delivery, on the applicable Counterparties an Assumption Notice, and such Counterparties shall file any Contract Objections not later than (a) the Contract Objection Deadline in the event that such revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (b) two (2) days prior to the Sale Hearing in the event that such revised Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, (c) prior to the commencement of the Sale Hearing in the event that such revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, or (d) at the Sale Hearing in the event that such revised Assumption Notice was filed within one (1) business day of the Sale Hearing.

(vii) As soon as practicable after the Auction, and in no event later than the later of (x) 24 hours following the conclusion of the Auction or (y) 4:00 p.m. (prevailing Central Time) on April 29, 2026, the Debtors shall file with the Court and serve on the Counterparties by email, where available, or otherwise by overnight delivery, the Post-Auction Notice substantially in the form attached as **Annex 4** to the Proposed

Order that shall identify the Successful Bidder(s), and the Counterparties shall file any Contract Objections solely on the basis of adequate assurance of future performance of the Successful Bidder. For the avoidance of doubt, if a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

(viii) At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder(s) of only those Designated Contracts that Debtors and the Successful Bidder(s) agree shall be assumed and assigned to the Successful Bidder(s) (collectively, the "***Selected Designated Contracts***"). The Debtors and their estates reserve any and all rights with respect to any Designated Contracts that are not ultimately designated as Selected Designated Contracts.

(ix) If no Contract Objection is timely received with respect to a Selected Designated Contract by the Contract Objection Deadline: (a) the Counterparty to such Selected Designated Contract shall be deemed to have consented to the assumption by the Debtors and assignment to Successful Bidder of the Selected Designated Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Successful Bidder); (b) any and all defaults under the Selected Designated Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Cost set forth in the Assumption Notice for such Selected Designated Contract; and (c) the Cure Cost set forth in the Assumption Notice for such Selected Designated Contract shall be controlling, notwithstanding anything to the contrary in such Selected Designated Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Cure Cost and shall be forever barred from asserting any other claims related to such Selected Designated Contract against the Debtors and their estates or the Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving the Contract Objections and the relevant Sale Order.

(x) To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the cure amount required to be paid to the applicable Counterparty under sections 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a "***Cure Dispute***"), (i) such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court or agreed among the Debtors and the applicable Counterparty; *provided*, *however*, that if the Contract Objection relates solely to a Cure Dispute, the Selected Designated Contract may be assumed by the Debtors and assigned to the Successful Bidder provided that the cure amount the Counterparty reasonably asserts is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Counterparty) is deposited in a

segregated account by the Debtors pending the Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute; or (ii) if the Debtors adjourn their request to assume such Selected Designated Contract pending resolution of the Cure Dispute (an "***Adjourned Cure Dispute***"), to the extent the Adjourned Cure Dispute is resolved or determined unfavorably to the Debtors, the Debtors (with the consent of the Successful Bidder) may withdraw the proposed assumption of the applicable Selected Designated Contract after such determination by filing a notice of withdrawal, which, in the case of a lease, shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code. The Debtors shall file notice of their intention to reserve a Cure Amount or to adjourn their request for assumption. An Adjourned Cure Dispute may be resolved after the closing date of the applicable Transaction in the discretion of the Debtors and upon consent of the Successful Bidder.

(xi) Any party failing to timely file a Contract Objection with respect to the assumption and assignment of any Designated Contract or related Cure Cost specified on an Assumption Notice will be barred from objecting thereto, including asserting any additional cure or other default amounts against the Debtors or any of the Debtors' estates, or the Successful Bidder with respect to such Designated Contract, and shall be deemed to consent to any Transaction and the assumption and assignment of such Designated Contract assumed and assigned in connection therewith.

BASIS FOR RELIEF

I. BIDDING PROCEDURES AND THE TRANSACTIONS CONTEMPLATED THEREIN SATISFY SECTION 363(b) OF THE BANKRUPTCY CODE

30. The Debtors have evaluated a number of qualitative and quantitative factors in designing a process that they believe will maximize the value of their estates and produce maximum recoveries. The Bidding Procedures will allow the Debtors to solicit and review additional offers and potential bids for all, some, or any combination of their Assets, and conduct their sale process in a controlled, fair, and open fashion that will encourage participation by financially capable bidders who will offer the best value for the assets and who can demonstrate the ability take on the assets, obligations, and liabilities being transferred. In particular, the Bidding Procedures contemplate an open auction process and provide potential bidding parties with sufficient time to perform due diligence and acquire that information necessary to submit a timely and well-informed bid.

31. Section 363(b) of the Bankruptcy Code provides that a debtor may sell property of the estate outside the ordinary course of business after notice and a hearing. *See* 11 U.S.C. § 363(b). Although the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, courts have found that a debtor's sale or use of assets outside the ordinary course of business should be approved if the debtor can demonstrate "some articulated business justification," as established by the Second Circuit in *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983), which decision has been adopted in this circuit. *See Inst. Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc., et al. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business."); *see also Black v. Shor (In re BNP Petrol. Corp.)*, 642 F. App'x 429, 434-35 (5th Cir. 2016); *ASARCO, Inc. v. Elliot Mgmt. (In re ASARCO, L.L.C)*, 650 F.3d 593, 601 (5th Cir. 2011). "The business judgment standard is flexible and encourages discretion." *In re ASARCO, L.L.C.*, 650 F.3d at 593; *see also In re Cruther Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business but the movant must articulate some business justification for the sale.").

32. Once the Debtors articulate a valid business justification, "[t]he business judgment rule 'is a presumption that in making the business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *see also In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992); *In re Johns-Manville Corp.*, 60 B.R. 612,

615–16 (Bankr. S.D.N.Y. 1986) ("a presumption of reasonableness attaches to a Debtor's management decisions."). The proper inquiry, for purposes of the Debtors' business judgment, is whether the decision "appears to enhance a debtor's estate." *Matter of J.C. Penney Direct Mktg. Servs., L.L.C.*, 50 F.4th 532, 534 (5th Cir. 2022) (quoting *Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985)). So long as the decision appears to enhance the Debtors' estates, it should be approved unless such decision is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code. *See Matter of J.C. Penney*, 50 F.4th at 534 ("Neither does Klairmont assert that [the debtor's] action on behalf of its estate was clearly erroneous, too speculative, or contrary to the Bankruptcy Code. Under this court's guidance, our inquiry can stop there."); *see also Richmond Leasing Co.*, 762 F.2d at 1309 ("[C]ourt approval of a debtor-in-possession's decision . . . should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code . . . .") (internal citation and quotation marks omitted).

33. The Debtors have a sound business justification for potentially selling the Assets pursuant to a competitive bidding process consistent with the Bidding Procedures. Based on the results of their analysis of the Debtors' ongoing and future business prospects, the Debtors, in consultation with their advisors and subject to the approval of the Special Committee, concluded that one or more sales of the Assets pursuant to a competitive bidding process may be the best way to maximize recoveries for creditors in connection with the Debtors' efforts in the Chapter 11 Cases.

34. Further, the Debtors submit that the Bidding Procedures are fair and appropriate under the circumstances, consistent with procedures routinely approved by courts in this and other districts and are in the best interests of the Debtors' estates. Among other things, the Bidding

Procedures will provide the Debtors with an adequate opportunity to consider competing Bids and select the highest or otherwise best offers for the Assets. Indeed, fairness and reasonableness of the consideration to be received by the Debtors will be demonstrated by the "market check" that will be accomplished by, among other things, the Auction. *See Bank of Am. Nat'l Tr. & Sav. Ass'n v. LaSalle St. P'Ship*, 526 U.S. 434, 457 (1999) (recognizing "the best way to determine value is exposure to a market"). The utilization of the Bidding Procedures, therefore, demonstrates a sound exercise of the Debtors' business judgment, as such procedures are designed to maximize the value of the Assets. Accordingly, and for the reasons set forth herein, the Debtors respectfully request approval of the Bidding Procedures.

II. PROPOSED BID PROTECTIONS FOR STALKING HORSE BIDDERS ARE APPROPRIATE AND SHOULD BE APPROVED

35. To induce Stalking Horse Bidders to enter into Stalking Horse Agreements, setting floor prices for the Assets that may be tested in the marketplace, the Debtors may be required to provide one or more Stalking Horse Bidders with customary Bid Protections. As requested herein and set forth in the Bidding Procedures, the terms of any Bid Protections will be subject to Court approval pursuant to a separate Bid Protections Order entered after not less than three (3) business days' notice of the same to all relevant parties and an opportunity for a hearing (which hearing may only be scheduled if a party in interest timely objects to the provision of such Bid Protections).

36. The Debtors believe that granting Bid Protections to Stalking Horse Bidders is fair and reasonable and necessary under the circumstances. Any break-up fee and expense reimbursement will be negotiated at arms' length and in good faith and will, in the Debtors' view, be necessary to secure the Stalking Horse Bidders' participation in the proposed Transaction.

37. Courts have acknowledged that the approval of break-up fees and expense reimbursements in connection with substantial sales in bankruptcy is warranted to compensate an

unsuccessful acquirer whose initial offer served as the basis and catalyst for the estate's potential receipt of higher or better offers. *See In re ASARCO,* 650 F.3d, 597–98, 601–03 & n.9 (5th Cir. 2011); *In re JW Res., Inc.*, 536 B.R. 193, 195–96 (Bankr. E.D. Ky. 2015); *In re Hupp Indus., Inc.*, 140 B.R. 191, 195 (Bankr. N.D. Ohio 1992). Courts consider various factors in determining whether to authorize break-up fees, such as:

i. whether the fee requested correlates with a maximization of value to the debtor's estate;

ii. whether the transaction in the negotiated agreement is an arms-length transaction between the debtor's estate and the negotiating acquirer;

iii. whether the subject break-up fee constitutes a fair and reasonable percentage of the proposed purchase price;

iv. the existence of available safeguards beneficial to the debtor's estate; and

v. whether there exists a substantial adverse impact upon unsecured creditors, where such creditors are in opposition to the break-up fee.

In re Hupp Indus., 140 B.R. at 194-96; *see also In re JW Res.*, 536 B.R. at 195 (citing with approval *Hupp Industries*' multi-factor test).

38. Where approval of a break-up fee is sought prior to such expense being incurred, the Fifth Circuit has held that such request should be reviewed under the business judgment standard, as opposed to the standard applicable for administrative expense claims under section 503(b) of the Bankruptcy Code. *In re ASARCO*, 650 F.3d at 602–03 (favoring business judgment standard governing use of assets outside of the ordinary course of business, rather than the standard for administrative expenses, in assessing propriety of fees and expenses incurred by bidders).

39. Here, any Bid Protections or expense reimbursements to be offered in connection with the sale process will satisfy the foregoing tests because they will only be offered if the Debtors, in consultation with their advisors, conclude that they are: (i) actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of sections 503(b) and

507(a)(2) of the Bankruptcy Code; (ii) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse Bidders; (iii) reasonable and appropriate, in light of the size and nature of the proposed Transaction and comparable transactions, to the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse Bidders; (iv) necessary to induce the Stalking Horse Bidders to consummate a Transaction in accordance with a Stalking Horse Agreement; and (v) subject to all parties in interests' rights to object and be heard with respect to approval of such Bid Protections.

40. Indeed, the Bid Protections (if any) and expense reimbursement (if any) will not be offered unless the Debtors, in consultation with their advisors, reasonably conclude that they are a necessary inducement to obtain a Stalking Horse Bidder that will enable the Debtors to secure an adequate floor price for the Assets, thereby ensuring that competing Bids would be materially higher or otherwise better than the Bids reflected in any Stalking Horse Agreements—a clear benefit to the Debtors' estates. Moreover, it is unlikely any Stalking Horse Bidders would be willing to agree to act in such capacity without being granted the Bid Protections. Without the ability to offer the Bid Protections, the Debtors may lose the opportunity to obtain the highest and best offer for the Assets and would certainly lose the downside protection that will be afforded by the existence of Stalking Horse Bidders.

41. Additionally, any Stalking Horse Bidders offered Bid Protections will have expended, and will continue to expend, considerable time, money and energy in connection with the relevant Transaction and will engage in extended and lengthy good-faith negotiations. In particular, any Stalking Horse Agreement will be the culmination of a marketing effort and part of a process undertaken by the Debtors and the Debtors' professionals to identify and negotiate a Transaction that they believe to be the highest and best proposal for an acquisition of the Assets.

For the foregoing reasons, the Debtors believe that granting any Bid Protections requested by the Debtors pursuant to any Bid Protections Order will maximize the value realized for the benefit of the Debtors' estates, their creditors, and other parties in interest.

42. Finally, payment of the Bid Protections in the context of a sale to another purchaser that outbids a Stalking Horse Bidder will not diminish the Debtors' estates to the extent they become payable, as the Bidding Procedures require that any competing Bid must exceed a Stalking Horse Bid by an amount in excess of the break-up fee and expense reimbursement. Therefore, the Debtors submit that the Bid Protections will reflect a sound business purpose, be fair and appropriate under the circumstances, and should be approved.

III. ASSUMPTION AND ASSIGNMENT PROCEDURES ARE APPROPRIATE AND SHOULD BE APPROVED

43. In connection with the potential assumption and assignment of the Designated Contracts, the Debtors submit it is in the best interest of their estates to establish an efficient process by which (i) the Debtors and the Counterparties can reconcile Cure Costs, if any, in accordance with section 365 of the Bankruptcy Code, and (ii) such Counterparties can object to the assumption and assignment of executory contracts and unexpired leases and any applicable Cure Costs.

44. As set forth in the Assumption and Assignment Procedures, the Debtors are also requesting that any Counterparty that fails to object to the proposed assumption and assignment of any Designated Contract be deemed to consent to the assumption and assignment of the applicable Designated Contract pursuant to section 365 of the Bankruptcy Code and on the terms set forth in the Sale Order(s), notwithstanding any anti-alienation provision or other restriction on assignment contained in the applicable contract or lease. *See, e.g.*, *Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (finding that by not objecting to sale

motion, creditor was deemed to consent); *Pelican Homestead v. Wooten (In re Gabel)*, 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (same).

45. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. *Mirant Corp. v. Potomac Elec. Power Co. (In re Mirant Corp.)*, 378 F.3d 511, 524–25 & n.5 (5th 2004); *Richmond Leasing Co.*, 762 F.2d at 1309. Under the business judgment test, a court should approve a debtor's proposed assumption of executory contracts if such assumption will benefit the estate. *Matter of J.C. Penney*, 50 F.4th at 534 ("We have held that as long as assumption of a lease appears to enhance a debtor's estate, a bankruptcy court should only withhold approval when the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.") (internal citation and quotation marks omitted). Any more exacting scrutiny would slow the administration of a debtor's estates, increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten this Court's ability to control cases impartially. *See Richmond Leasing Co.*, 762 F.2d 1303 at 1311. Moreover, pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must "cure, or provide adequate assurance that the debtor will promptly cure," any default, including compensation for any "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1).

46. Once an executory contract is assumed, the trustee or debtor-in-possession may elect to assign such contract. Section 365(f) of the Bankruptcy Code specifically provides that

contract provisions seeking to prohibit or limit assignment are unenforceable. *See* 11 U.S.C. § 365(f)(1); *see also In re Amidee Cap. Grp., Inc.*, No. 10-20041, 2010 WL 5141276, at *5 (Bankr. S.D. Tex. Oct. 7, 2010) (treating such prohibitions or limitations as null and void under section 365(f)); *In re Off. Prods. of Am., Inc.*, 140 B.R. 407 (Bankr. W.D. Tex. 1992) (provisions that work as a restriction on assignment of leases should be struck down); *In re Rickel Home Ctrs., Inc.*, 209 F.3d 291, 299 (3d Cir. 2000) ("[t]he code generally favors free assignability as a means to maximize the value of the debtor's estate.").

47. Section 365(f) of the Bankruptcy Code provides that the "trustee may assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided." 11 U.S.C. § 365(f)(2). The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *In re PRK Enters., Inc.*, 235 B.R. 597, 603 (Bankr. E.D. Tex. 1999) (internal quotations omitted); *see also Carlisle Homes. Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that the debtor will thrive). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *Accord In re PRK Enters.*, 235 B.R. at 603 ("The financial evidence presented by [assignee] demonstrates the likelihood that it has the financial capacity to perform its future obligations under the lease agreements and that its principal officers are serious in their commitment to rehabilitate this corporation."); *In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee

of lease from the debtor has financial resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding).

48. The terms of the Bidding Procedures ensure that any Successful Bidder will have financial resources that are more than sufficient to perform under any Designated Contracts it seeks to have assumed and assigned by the Debtors. Moreover, if necessary, the Debtors will adduce testimony, or other supporting evidence, at the Sale Hearing if an objection is lodged challenging adequate assurance of future performance which will demonstrate the financial wherewithal of the Successful Bidder(s) and their willingness and ability to perform under the Designated Contracts proposed to be assigned to them. The Bidding Procedures and the Assumption and Assignment Procedures therefore will provide this Court and other interested parties ample opportunity to evaluate and, if necessary, challenge, the ability of the Successful Bidder(s) to provide adequate assurance of future performance with respect to the Designated Contracts to be assumed and assigned, which, if challenged, will be taken up by the Court at the Sale Hearing.

49. The Debtors respectfully submit that the proposed Assumption and Assignment Procedures are appropriate and reasonably tailored to provide adequate notice in the form of the Assumption Notice, including the proposed Cure Costs communicated pursuant thereto. The Counterparties will then be given an opportunity to object to such Cure Costs. If a Contract Objection is timely filed, such objection will be heard at the Sale Hearing or at a later hearing in accordance with the Court's schedule if the parties cannot resolve the dispute consensually.

50. Furthermore, to the extent that any monetary defaults exist under any Designated Contracts, the Debtors (or, in certain cases, the buyer, as applicable under the relevant Purchase Agreement) will cure any such defaults prior to assuming and assigning the Designated Contracts. Accordingly, the Debtors submit that implementation of the proposed Assumption and Assignment

Procedures is appropriate in the Chapter 11 Cases. The Debtors therefore request that the Court approve the Assumption and Assignment Procedures and authorize the Debtors to assume and assign the Designated Contracts to the Successful Bidder(s).

IV. FORM AND MANNER OF THE SALE NOTICE SHOULD BE APPROVED

51. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide their creditors with 21 days' notice of the Sale Hearing. Pursuant to Bankruptcy Rule 2002(c)(1), such notice must include the time and place of the Auction and the Sale Hearing and the deadline for filing any objections to the relief requested herein. While the Bankruptcy Rules generally require notices to be served on creditors at their addresses, the Bankruptcy Rules provide bankruptcy courts with significant latitude to modify such general rules. *See* Fed. R. Bankr. P. 2002(m) and 9007. Indeed, Bankruptcy Rule 2002(m) provides the Court explicit authority to modify "the matters about which, the entity to whom, and the form and manner in which a notice must be sent." Fed. R. Bankr. P. 2002(m).

52. The Debtors submit that notice of this Motion and the related hearing to consider entry of the Proposed Order, together with service of the Sale Notice as provided for herein, constitutes good and adequate notice of the Auction, the Sale Hearing and the proceedings with respect thereto in compliance with, and in satisfaction of, the applicable requirements of Bankruptcy Rules 2002, 6004, and 6006. Moreover, the Sale Notice (a) informs interested parties of the deadlines for objecting to a Transaction and (b) otherwise includes all information relevant to parties interested in or affected by any Transaction. As such, the Debtors are confident that the Sale Notice will be properly vetted by the time of service thereof.

V. EACH TRANSACTION HAS BEEN PROPOSED IN GOOD FAITH AND WITHOUT COLLUSION AND THE SUCCESSFUL BIDDER(S) ARE EACH ENTITLED TO BE DESIGNATED AS A "GOOD FAITH BUYER"

53. Pursuant to section 363(m) of the Bankruptcy Code, a good-faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *O'Dwyer v. O'Dwyer (In re O'Dwyer)*, 611 Fed. App'x 195, 200 (5th Cir. 2015); *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, *2 (Bankr. D.N.J. May 11, 2007); *see also In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (to constitute lack of good faith, a party's conduct in connection with the sale must usually amount to fraud, collusion between the buyer and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders).

54. In other words, a party would need to show fraud or collusion between the successful bidder(s) and the debtor-in-possession or trustee or other bidders in order to demonstrate a lack of good faith. An appropriate characterization of good faith in a bankruptcy sale is a lack of "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *In re Bleaufontaine, Inc.*, 634 F.2d 1383, 1388 n.7 (5th Cir. 1981) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

55. The Debtors submit that the Successful Bidders arising from the Auction (if any), will be "good faith" purchasers within the meaning of section 363(m) of the Bankruptcy Code and will comply with the Bidding Procedures, and the terms of any Purchase Agreement with any Successful Bidder(s) will be negotiated at arms' length and in good faith without any collusion or

fraud.[8] Accordingly, the Debtors will be prepared to show at the hearing to approve any such sale that the Successful Bidders are entitled to the full protections of section 363(m) of the Bankruptcy Code.

VI. DEBTORS WILL DEMONSTRATE AT THE SALE HEARING THAT BANKRUPTCY CODE SECTION 363(F) CAN BE SATISFIED AND THAT THE ASSETS SUBJECT TO ANY ENCUMBRANCES SHOULD BE SOLD "FREE AND CLEAR"

56. Section 363(f) of the Bankruptcy Code permits the Debtors to sell assets free and clear of Encumbrances (with any such Encumbrances attaching to the net proceeds generated by the sale, with the same rights and priorities against the sale proceeds that existed against the assets prior to their sale). As section 363(f) of the Bankruptcy Code is stated in the disjunctive, when proceeding pursuant to section 363(f), it is only necessary to meet one of the five conditions of section 363(f). *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007) ("The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied."). The Debtors believe that they will be able to demonstrate at the Sale Hearing that they have satisfied one or more of these conditions.

DEBTORS' COMPLIANCE WITH BANKRUPTCY RULE 6004(a) AND WAIVER OF BANKRUPTCY RULES 6004(h), AND 6004(d)

57. To implement the sale process described herein successfully the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the

[8] Section 363(m) of the Bankruptcy Code provides that:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

See 11 U.S.C. § 363(m).

circumstances. The Debtors also request that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 6004(h). The Debtors further request that, to the extent applicable, the Court waive the stay imposed by Bankruptcy Rule 6006(d), which provides that an "order authorizing the trustee to assign an executory contract or unexpired lease under section 365(f) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 6006(d).

58. As described herein, the Debtors wish to file and serve the Sale Notice and the Assumption Notice shortly after this Court's entry of the Bidding Procedures Order. Accordingly, to the extent that the filing or service of these notices implicates the Bankruptcy Rules described in the previous paragraphs, the Debtors request that the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d) be waived.

RESERVATION OF RIGHTS

59. Nothing in this Motion is intended to be nor shall be deemed: (i) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (ii) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (iii) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (iv) a waiver of the obligation of any party in interest to file a proof of claim; (v) a promise or requirement to pay any particular claim; (vi) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (vii) an admission as to the validity,

priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (viii) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

NOTICE

60. Notice of this Motion will be given to (i) the U.S. Trustee; (ii) counsel to the WBS Ad Hoc Group; (iii) counsel to the Creditors' Committee; (iv) all parties known to have expressed an interest in the Assets as part of the marketing process; (v) all known parties holding liens on the Assets; (vi) the creditors listed on the Debtors' consolidated list of 30 creditors holding the largest unsecured claims; (vii) the Internal Revenue Service; (viii) the state attorneys general for states in which the Debtors conduct business; and (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

61. A copy of this Motion is available (i) on the Court's website, at www.txs.uscourts.gov and (ii) free of charge on the website maintained by the Debtors' claims and noticing agent, Omni Agent Solutions, Inc., at https://omniagentsolutions.com/FATBrands-TwinHospitality.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: March 12, 2026
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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Co-Counsel for the Debtors
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CERTIFICATE OF SERVICE

I certify that on March 12, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

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

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

ORDER (I) APPROVING BIDDING PROCEDURES FOR SALE OF DEBTORS' ASSETS; (II) ESTABLISHING PROCEDURES FOR DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH; (III) SCHEDULING DATES FOR AN AUCTION AND A HEARING TO CONSIDER APPROVAL OF ANY RESULTING SALE; (IV) APPROVING FORM AND MANNER OF NOTICES RELATED THERETO; AND (V) GRANTING RELATED RELIEF

[Relates to Docket No.]

Upon the motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***"), (i) (a) approving the proposed auction and bidding procedures attached as **Annex 1** hereto (the "***Bidding Procedures***"), by which the Debtors will solicit and select the highest or otherwise best offer for the sale of the Assets, through one or more sales (each, a "***Transaction***"); (b) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "***Assumption and Assignment Procedures***"); (c) scheduling (x) a date for an auction (the "***Auction***") if the Debtors receive one or more timely

[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 otherwise defined herein shall have the meanings ascribed to them in the Motion or the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral and Obtain Secured Postpetition Financing; (II) Granting Liens and Superpriority Administrative Claims, (III) Providing Adequate Protection; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. [●]] (the "***DIP Order***" and the facility approved thereunder, the "***DIP Facility***"), as applicable.

and acceptable Qualified Bids (as defined below) and (y) a final hearing (the "***Sale Hearing***") to approve one or more Transactions, as necessary; (d) approving the form and manner of notice of (x) the Auction and Sale Hearing and (y) Assumption and Assignment Procedures; (e) approving the procedures governing Debtors' selection of one or more stalking horse bidders (each, a "***Stalking Horse Bidder***"); and (ii) granting related relief, all as more fully described in 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 the Court having reviewed the Motion and heard the statements in support of the relief requested therein at the hearing on the Motion (the "***Bidding Procedures Hearing***"); and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for the Bidding Procedures Hearing under the circumstances and that no other or further notice is necessary; and the Court having determined that the legal and factual bases set forth in the Motion and at the Bidding Procedures Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The predicates for relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, Rules 2002-1 and 9013-1 of the Bankruptcy Local Rules.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The Debtors' notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and granting Bid Protections (if any) subject to entry of the Bid Protections Order(s); (ii) establish the Assumption and Assignment Procedures; (iii) schedule a date for the (a) Auction and (b) Sale Hearing; and (iv) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, among other things, forms the basis for the findings of fact and conclusions of law set forth herein.

E. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

F. The Bidding Procedures, substantially in the form attached as **Annex 1** hereto, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

G. The Sale Notice, substantially in the form attached as **Annex 2** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets, including the sale of the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon, any Transaction, the Bidding Procedures, the Auction, and the Sale Hearing, and no other or further notice is required.

H. The Assumption Notice, substantially in the form attached as **Annex 3** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Assets and the related Cure Costs, and no other or further notice is required.

I. The Post-Auction Notice, substantially in the form attached as **Annex 4** hereto, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bid(s) and Backup Bid(s), and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are

adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. Process Timeline

1. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

Deadline/Event	Timing
Indication of Interest and Stalking Horse Interest Deadline	April 3, 2026, at 4:00 p.m. (prevailing Central Time)
Assumption Notice Deadline	April 10, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for filing any Bid Protections Notice identifying any Stalking Horse Bidders and proposed Bid Protections	April 20, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for the submission of Qualified Bids	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Objection Deadline	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Contract Objection Deadline	April 24, 2026, at 11:59 p.m. (prevailing Central Time)
Auction (if applicable)	April 28, 2026, at 9:00 a.m. (prevailing Central Time)
Deadline for: (i) filing of Post-Auction Notice, (ii) service of Post-Auction Notice on relevant Counterparties, (iii) filing of any revised Assumption Notice, and (iv) service of such revised Assumption Notice on relevant Contract Counterparties	The later of (i) 24 hours from the conclusion of any Auction and (ii) April 29, 2026, at 4:00 p.m. (prevailing Central Time)
Post-Auction Objection Deadline[3]	April 30, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	May 1, 2026, at a time to be announced
Deadline for closing of any Transaction approved by Court at Sale Hearing	May 4, 2026

[3] Except as otherwise provided herein, this deadline is only appliable to objections to the conduct of the action, and, with respect to Counterparties to Designated Contracts, to objections on the basis of the ability of a Successful Bidder (other than a Stalking Horse Bidder previously designated in accordance with the terms of a Bid Protections Order) at an auction to provide adequate assurance of future performance.

2. The failure to timely file an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, entry of the Bid Protections Order (as defined below) or Sale Order(s) and/or consummation of any Transaction, including the assumption and assignment of contracts and leases to the Stalking Horse Bidder or other Successful Bidder pursuant to the applicable Stalking Horse Agreement or Purchase Agreement, and shall be deemed to constitute any such party's consent to entry of the applicable order and consummation of the Transaction(s) and all other transactions related thereto.

3. The Debtors reserve the right, and are authorized to, modify or extend the above timeline and/or any dates or deadlines, and modify the Bidding Procedures after consultation with the Consultation Parties. Notwithstanding anything to the contrary herein or in the Bidding Procedures, no modification of the Bidding Procedures shall alter or limit, without the prior written consent of the requisite lenders as provided in any such final DIP Financing (as such DIP Financing is ultimately approved by the Court) (the "***Required DIP Lenders***") or further order of the Court, (i) the restrictions on the participation of insiders and Andrew Wiederhorn in the sale process set forth in the Bidding Procedures and herein (including paragraphs 8 and 9 of this Order), (ii) the provisions pertaining to credit bids set forth in the Bidding Procedures and herein (including paragraph 33 of this Order), or (iii) the milestone requirements or other obligations set forth in the DIP Documents (including the DIP Order).

B. Bidding Procedures

4. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of

such provision. To the extent of any conflict between the terms of this Order and the Bidding Procedures, the terms of this Order shall control.

5. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the deadline to submit Indications of Interest for all parties, including those seeking to be deemed a Stalking Horse Bidder, shall be **April 3, 2026, at 4:00 p.m. (prevailing Central Time)**.

6. As further described in the Bidding Procedures, the deadline to submit a Bid shall be **April 24, 2026, at 4:00 p.m. (prevailing Central Time)**. Any disputes or objections, if any, to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (each as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing.

7. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **April 28, 2026, at 9:00 a.m. (prevailing Central Time)** at the offices of counsel for the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, or at such other place and time, including but not limited to a remote auction held online, after consultation with the Consultation Parties.

8. Any insider or affiliate (as those terms are defined in the Bankruptcy Code), current or former director, officer, or member of the Debtors' management, or person or entity acting in concert with any of the foregoing that participates or considers participating in a bid to purchase the Assets, shall not: (i) participate in the evaluation of any bids from other parties in respect of any of the Debtors' Assets; (ii) receive any non-public information regarding any such bids or bids on other Assets, including the identities of other bidders; (iii) participate in any communications

or diligence with the other bidders; or (iv) advise the Debtors on any of the foregoing, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives; *provided*, that following the Bid Deadline, these restrictions shall cease to apply to any such party that does not submit a bid and is not otherwise designated as a "Bidder" pursuant to the Bidding Procedures.

9. Notwithstanding anything to the contrary herein or in the Bidding Procedures, (i) the Debtors and the Debtors' advisors shall conduct the sale process solely at the direction and control of the Special Committee (as defined in the First Day Declaration) and not subject to the direction or control of the Debtors' current Chief Executive Officer, Andrew Wiederhorn, any member of Mr. Wiederhorn's family, any member of the Debtors' boards of directors that does not sit on the Special Committee, or any other person or entity acting in concert with any of the foregoing; and (ii) regardless of whether Mr. Wiederhorn participates in a bid to purchase the Assets, Mr. Wiederhorn shall not (w) participate in the evaluation of bids from any bidders (other than bids ("***Wiederhorn Bids***") submitted by himself or an entity controlled by himself ("***Wiederhorn Bidders***")); (x) receive any non-public information regarding any bids other than any Wiederhorn Bids; (y) participate in any communications or diligence with any bidder other than a Wiederhorn Bidder; or (z) advise the Debtors on any such bids or any other aspects of the sale process for the Assets, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives. For the avoidance of doubt, under no circumstances shall any party, other than a Wiederhorn Bidder, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives, contact Mr. Wiederhorn, any member of his family, or any of their affiliated entities (other than the Debtors), including the controlling shareholder, Fog Cutter

Capital Group Inc., or its affiliates, or advisors to any of the foregoing, in connection with the sale process for the Assets unless (a) consented to in advance and in writing (e-mail shall suffice) by counsel at the direction of the Special Committee, (b) the members of the Special Committee are copied on all written communications and at least one member of the Special Committee or its designated representatives is present for any calls or meetings, and (c) the advisors to the Consultation Parties receive advance notice (e-mail shall suffice) of any such correspondence, call, or meeting.

10. No Bid (other than a Credit Bid) shall be a Qualified Bid unless it includes a binding purchase price in cash to be paid to the Debtors upon the closing of the Transaction.

C. Stalking Horse Bidder, Related Bid Protections, and Purchase Agreement

11. In accordance with the Bidding Procedures, the Debtors may (in consultation with the Consultation Parties) enter into one or more Stalking Horse Agreements, subject to higher or otherwise better offers at the Auction, with one or more Stalking Horse Bidders that submit a Qualified Bid acceptable to the Debtors to establish a minimum Qualified Bid at the Auction. For the avoidance of doubt, except as otherwise set forth herein, the Debtors shall consult with the advisors to the WBS Ad Hoc Group as a Consultation Party to the extent the Debtors seek to designate a Stalking Horse Bidder other than the members of the WBS Ad Hoc Group or their designee(s).

12. In the event that the Debtors, in consultation with the Consultation Parties, select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall file with the Court a notice of such designation (each, a "***Bid Protections Notice***"), which shall (i) identify any such Stalking Horse Bidders; (ii) identify the Bid Protections, if any, the Debtors propose to offer such Stalking Horse Bidders; *provided*, that any Credit Bid will not receive Bid

Protections, (iii) identify the purchase price, applicable consideration, and a description of the Assets included in the bid, and (iv) include, as an exhibit thereto, the proposed Stalking Horse Agreement(s) or Purchase Agreement(s) with such Stalking Horse Bidders. Any Bid Protections Notice with respect to the selection of a Stalking Horse Bidder shall be filed **no later than April 20, 2026 by 11:59 p.m. (prevailing Central Time)**.

13. Each Bid Protections Notice shall be provided to (i) all parties who are required, or have requested, to receive notice pursuant to Bankruptcy Rule 2002 (the listing of such parties as maintained by Debtors and Omni Agent Solutions, Inc., the "***Master Service List***"), (ii) counsel to the Creditors' Committee, (iii) counsel to the WBS Ad Hoc Group, (iv) all parties then known to have expressed an interest in the Assets as part of the marketing process established by the Bidding Procedures, and (v) all parties holding liens on the Assets. Each Bid Protections Notice shall provide the aforementioned parties with notice and an opportunity to object on the earlier of (i) five (5) business days from filing and serving of the Bid Protections Notice and (ii) the Post-Auction Objection Deadline, to the designation of such Stalking Horse Bidder (as applicable) and the Bid Protections being provided to such Stalking Horse Bidder (as applicable). Absent objection, the Debtors may submit a proposed order to the Court under either a certificate of no objection, or, if an objection, formal or informal, is lodged but consensually resolved, a certificate of counsel, as applicable, approving the selection of such Stalking Horse Bidder and the Bid Protections (each, a "***Bid Protections Order***"); *provided*, *however*, if a timely objection is made to a Bid Protections Notice, which objection is not consensually resolved, then the Debtors shall seek a hearing before the Court at which the Court will consider such objection and rule on whether the Debtors' designation of the applicable Stalking Horse Bidder(s), including, but not limited to, any Bid Protections proposed for such Stalking Horse Bidder(s), will be approved and the Debtors'

designation of such Stalking Horse Bidder(s) and any Bid Protections proposed for such Stalking Horse Bidder(s) shall not be approved unless and until the Court enters a Bid Protections Order and, in such instance, to the extent set forth in such Bid Protections Order.

D. Notice Procedures

14. The Sale Notice, substantially in the form attached as **Annex 2** hereto, is approved.

15. Within three (3) business days after the entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Order, including the Bidding Procedures, by email, where available, and by first-class mail, postage prepaid, upon, to the best knowledge of the Debtors' management, (i) all parties that have (within the past six (6) months) expressed written interest in purchasing, outside of the ordinary course of the Debtors' businesses, any of the Assets; (ii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Assets; (iii) counsel to the Creditors' Committee; (iv) counsel to the WBS Ad Hoc Group; and (v) the U.S. Trustee; *provided*, *however*, that to the extent email addresses are available for any of the foregoing parties, such parties may be served by email.

16. In addition, within three (3) business days after the entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall file and serve the Sale Notice by email, where available, or otherwise by first-class mail, postage prepaid, and, for those parties who have consented to receive notice by the ECF system, by ECF, upon (i) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (ii) the Office of the United States Attorney's for the Southern District of Texas; (iii) the Internal Revenue Service; (iv) all parties entitled to notice pursuant to Bankruptcy Local Rule 2002-1(b); (v) all known creditors of the Debtors, including the counterparties to their

executory contracts and unexpired leases; and (vi) any other party who receives notice in the Chapter 11 Cases.

17. Service of the Sale Notice as described above and in compliance with the Bidding Procedures shall be good and sufficient notice of any Transaction with respect to known interested parties.

18. The Debtors are directed to publish the Sale Notice, as modified for publication, in a national publication on one occasion within three (3) business days after entry of this Order, or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at https://omniagentsolutions.com/FATBrands-TwinHospitality (the "***Case Website***").

19. Publication of the Sale Notice as described above and in compliance with the Bidding Procedures shall be good and sufficient notice of any Transaction with respect to all unknown parties.

20. The Post-Auction Notice, substantially in the form attached hereto as **Annex 4**, is approved. As soon as reasonably practicable after the conclusion of the Auction, if any, and in no event later than (i) 24 hours following the conclusion of the Auction, if any, and (ii) 4:00 p.m. (prevailing Central Time) on April 29, 2026, the Debtors shall file the Post-Auction Notice identifying any Successful Bidder(s) on the docket and serve such notice on any non-Debtor party to an executory contract or unexpired lease that is proposed to be assumed and assigned to the Successful Bidder(s) by email, overnight mail or facsimile. The Counterparties shall file any Contract Objections solely on the basis of adequate assurance of future performance not later April 30, 2026, at 4:00 p.m. (prevailing Central Time) (the "***Post-Auction Objection Deadline***").

E. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in the Order, are approved.

22. The Assumption Notice, substantially in the form attached hereto as **Annex 3**, is approved.

23. On or before **April 10, 2026, at 11:59 p.m. (prevailing Central Time)** (the "***Assumption Notice Deadline***"), the Debtors shall file with the Court, and post on the Case Website, the Assumption Notice and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List for a particular Designated Contract, the Debtors' asserted Cure Cost for such Designated Contract shall be deemed to be $0.00. On or before the Assumption Notice Deadline, the Debtors shall serve, via first-class mail, the Assumption Notice that contains (i) the Designated Contracts List, (ii) information necessary and appropriate to provide notice of the relevant proposed assumption and assignment of Designated Contract(s) and rights thereunder, (iii) Cure Costs, if any, and (iv) the procedures for objecting thereto, on all counterparties to the Designated Contracts and all parties on the Master Service List. Service of such Assumption Notice as set forth herein shall be deemed good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts, the applicable Cure Costs related thereto, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a Counterparty to the assumption, or assumption and assignment, of any Designated Contract or to the proposed cure amount to assume such Designated Contract (a "***Contract Objection***") must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules, (iii) be filed with the Court on or before **April 24, 2026, at 11:59 p.m. (prevailing Central Time)** (the "***Contract Objection Deadline***"), (iv) be

served, so as to be actually received on or before the Contract Objection Deadline, upon the Objection Recipients (as defined below), and (v) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for the applicable Designated Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto. If a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

25. Any time after the Assumption Notice Deadline, the Debtors reserve the right, and are authorized, but not directed, to (i) add previously omitted Designated Contracts as contracts to be assumed and assigned to a Successful Bidder in accordance with the relevant Purchase Agreement, (ii) remove a Designated Contract from the Designated Contract List that a Successful Bidder proposes be assumed and assigned to it in connection with the relevant Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

26. If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Designated Contracts in connection with any Transaction or the Debtors seek to modify the previously stated Cure Cost associated with any Designated Contract, as soon as practicable thereafter, the Debtors shall file with the Court and serve, by overnight delivery on the applicable Counterparties, a revised Assumption Notice (which shall be deemed to amend and restate the prior Assumption Notice with respect to such Designated Contracts and/or Cure Costs), and such Counterparties shall file any Contract Objections not later

than (i) the Contract Objection Deadline in the event that such revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (ii) two (2) days prior to the Sale Hearing in the event that such revised Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, (iii) prior to the commencement of the Sale Hearing in the event that such revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, or (iv) at the Sale Hearing in the event that such revised Assumption Notice was filed within one (1) business day of the Sale Hearing.

27. At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder(s) of only those Designated Contracts that have been selected by such Successful Bidder(s) to be assumed and assigned (collectively, the "***Selected Designated Contracts***"). The inclusion of a Designated Contract on an Assumption Notice will not (i) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take assignment of such Designated Contract or (ii) constitute any admission or agreement of the Debtors that such Designated Contract is an executory contract. The Debtors and their estates reserve any and all rights with respect to any Designated Contracts that are not ultimately designated as Selected Designated Contracts.

28. If no Contract Objection is timely received with respect to a Selected Designated Contract: (i) the Counterparty to such Selected Designated Contract shall be deemed to have consented to the assumption by the Debtors and assignment to Successful Bidder of the Selected Designated Contract, and be forever barred from asserting any objection with regard to such assumption and assignment; (ii) any and all defaults under the Selected Designated Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to

sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Cost set forth in the Assumption Notice for such Selected Designated Contract; and (iii) the Cure Cost set forth in the Assumption Notice for such Selected Designated Contract shall be controlling, notwithstanding anything to the contrary in such Selected Designated Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Cure Cost and shall be forever barred from asserting any other claims related to such Selected Designated Contract against the Debtors and their estates or the Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving the Contract Objections and the relevant Sale Order.

29. To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the cure amount required to be paid to the applicable Counterparty under sections 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a "***Cure Dispute***"), (i) such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court or agreed among the Debtors and the applicable Counterparty; *provided*, *however*, that if the Contract Objection relates solely to a Cure Dispute, the Selected Designated Contract may be assigned to the Successful Bidder provided that the cure amount the Counterparty reasonably asserts is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Counterparty) is deposited in a segregated account by the Debtors pending the Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute; or (ii) if the Debtors adjourn their request to assume such Selected Designated Contract pending resolution of the Cure Dispute (an "***Adjourned Cure Dispute***"), to the extent the Adjourned Cure Dispute is resolved or determined unfavorably to the Debtors, the Debtors (with the consent of the Successful Bidder) may withdraw the proposed

assumption of the applicable contract after such determination by filing a notice of withdrawal, which, in the case of a lease, shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code. The Debtors shall file notice of their intention to reserve a Cure Amount or to adjourn their request for assumption. An Adjourned Cure Dispute may be resolved after the closing date of the applicable Transaction in the discretion of the Debtors and consent of the Successful Bidder.

F. Sale Hearing

30. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Assets to the Successful Bidder(s), (ii) approve designation of a Backup Bid and Backup Bidder in accordance with the Bidding Procedures, and (iii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **May 1, 2026, at a time to be announced**, and may be adjourned or rescheduled without further notice. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid(s) and Backup Bid(s). Unless the Court orders otherwise, any Sale Hearing shall be an evidentiary hearing on matters relating to each Transaction and there will be no further bidding at such hearing. In the event that the Transaction does not close within the time required under the applicable sale documents, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the relevant Transaction with the Backup Bidder without further order of the Court.

31. Any and all objections, if any, to the Debtors' proposed sale of their Assets free and clear of any and all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon (a "***Sale Objection***") shall be filed and served on the Objection Recipients

not later than **April 24, 2026, at 4:00 p.m. (prevailing Central Time)** (the "***Sale Objection Deadline***").

32. Any and all objections, if any, to the conduct at the Auction or by Counterparties filing any Contract Objection solely on the basis of adequate assurance of future performance of the winning bidder at the Auction shall be filed and served on the Objection Recipients and counsel to any Successful Bidder(s) not later than **April 30, 2026, at 4:00 p.m. (prevailing Central Time)** (the "***Post-Auction Objection Deadline***"). For the avoidance of doubt, any objections to a Successful Bidder's proposed form of adequate assurance of future performance will be resolved at the Sale Hearing.

G. Additional Provisions

33. Except as otherwise provided herein, any objection provided hereunder must be (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with this Court and served so actually received no later than the applicable objection deadline by the following parties (the "***Objection Recipients***"):

i. the Debtors, 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) 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, Attn: Jason N. Zakia (jason.zakia@whitecase.com) and Adam T. Swingle (adam.swingle@whitecase.com);

v. proposed 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. the 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).

34. Only to the extent permitted under any DIP Documents approved by this Court and Prepetition Loan Documents, respectively, the Bankruptcy Code, and applicable law, the DIP Lenders under such DIP Documents, the Prepetition Secured Parties, or any assignee or designee of any of the foregoing, are hereby authorized to credit bid at any time prior to or during the Auction all or a portion of their respective claims for any or all of the Assets constituting their respective collateral in accordance with section 363(k) of the Bankruptcy Code and the DIP Order (each such bid, a "***Credit Bid***") and any such Credit Bid is hereby deemed to comply with the terms of the Bidding Procedures and constitutes a Qualified Bid regardless of any other provision of the Bidding Procedures; *provided*, that any party who submits a Qualified Bid (including a Credit Bid) shall not be a Consultation Party with respect to the Assets subject to such Qualified Bid. Any Credit Bid must include a cash component sufficient to satisfy any senior liens on the purchased Assets at the closing of any such sale or provide that all obligations related to such liens shall be assumed as a condition to such sale.

35. The parties (including the Debtors, the Prepetition Secured Parties, and the Creditors' Committee) shall, in connection with any credit bid by the DIP Lenders (under such DIP Financing ultimately approved by the Court) or closing of any sale transaction, discuss in good faith the funding of a reasonable budget for the orderly wind down of the Debtors and their chapter 11 cases.

36. Nothing in this Order or the Bidding Procedures shall preclude a Bidder from requesting, in connection with its Bid, consummation through a plan of reorganization or liquidation; *provided*, that all rights are reserved to assert that such a consummation would constitute an Event of Default under any DIP Facility.

37. Notwithstanding anything to the contrary contained herein or in the Bidding Procedures or otherwise: (i) the rights of the Prepetition Secured Parties to consent to the sale of any portion of their collateral are expressly reserved and not modified, waived, or impaired in any way by this Order, and (ii) nothing in this Order shall amend, modify, or impair any provision of any DIP Order, DIP Documents, or Prepetition Loan Documents.

38. Any substantial contribution claims by any Bidder are deemed waived, to the extent such substantial contribution claim is based on such Bidder's submission of a Bid in accordance with the Bidding Procedures.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors.

41. Nothing in the Motion or this Order is intended to be or shall be deemed: (i) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors;

(ii) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (iii) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (iv) a waiver of the obligation of any party in interest to file a proof of claim; (v) a promise or requirement to pay any particular claim; (vi) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (vii) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (viii) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (ix) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code.

42. This Order shall constitute the findings of fact and conclusions of law and, notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

43. To the extent this Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Order shall govern.

44. To the extent the deadlines set forth in this Order do not comply with the Bankruptcy Local Rules, such Bankruptcy Local Rules are waived and the terms of this Order shall govern.

45. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b), Bankruptcy Local Rule 9013-1, and the Complex Case Procedures.

46. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

48. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse Agreement, and the implementation of this Order.

Dated: _____, 2026
Houston, Texas

_____
UNITED STATES BANKRUPTCY JUDGE

Annex 1

Bidding Procedures

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

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

BIDDING PROCEDURES FOR
THE SALE OF THE DEBTORS' ASSETS

These Bidding Procedures (the "***Bidding Procedures***") have been approved by the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") pursuant to the *Order (I) Approving Bidding Procedures for Sale of Debtors' Assets; (II) Establishing Procedures for Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; (III) Scheduling Dates for an Auction and a Hearing to Consider Approval of any Resulting Sale; (IV) Approving Form and Manner of Notices Related Thereto; and (V) Granting Related Relief* [Docket No. ●] (the "***Bidding Procedures Order***") that was entered on [●], 2026 in the above-captioned chapter 11 cases (the "***Chapter 11 Cases***") of FAT Brands Inc. and its debtor-affiliates (collectively, the "***Debtors***").[2]

The Bidding Procedures set forth the process by which the Debtors (acting at the direction of the Special Committee) are authorized to conduct one or more section 363 sales (each such sale, a "***Transaction***") of the Assets (as defined below), which will culminate in an auction (the "***Auction***") if competing Qualified Bids (as defined below) are received as further described herein. The Debtors and the Debtors' advisors shall conduct the sale process solely at the direction and control of the Special Committee and not subject to the direction or control of the Debtors' current Chief Executive Officer, Andrew Wiederhorn, any member of Mr. Wiederhorn's family, any member of the Debtors' boards of directors that does not sit on the Special Committee, or any other person or entity acting in concert with any of the foregoing. All communications related to

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[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] The Debtors anticipate filing a motion for approval of a DIP Financing ahead of the scheduled March 17, 2026 hearing, in lieu of seeking final relief under the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection for the Use of Cash Collateral; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 18]. Any references to DIP Lenders, DIP Documents, DIP Facility, DIP Order, or DIP Obligations shall be in reference to such terms as set forth in the DIP Financing motion and related pleadings. The Debtors will file revised Bidding Procedures if needed to conform the Bidding Procedures to the DIP Financing motion and related pleadings.

the sale process shall be directed to the Special Committee's designee(s), Latham & Watkins LLP, GLC Advisors & Co. LLC, and Huron Consulting Services LLC ("***Huron***").

A Successful Bidder (as defined below) shall acquire the applicable Assets free and clear of any and all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon (collectively, the "***Encumbrances***") to the maximum extent permitted by section 363 of title 11 of the United States Code (the "***Bankruptcy Code***") subject to all conditions and limitations set forth in the relevant Sale Order and Final Purchase Agreement (each as defined below), with such Encumbrances to attach to the net sale proceeds generated by any Transaction with the same validity and priority as such Encumbrances applied against the Assets.

Upon the Debtors' receipt of a Successful Bid (as defined below) that the Debtors have determined in their reasonable business judgment following consultation with the Consultation Parties (as defined below) is the highest or otherwise best bid in accordance with the Bidding Procedures, the Bidding Procedures contemplate that the Debtors shall implement each Transaction pursuant to the terms of an applicable Final Purchase Agreement.

The Bidding Procedures do not prohibit the combining of Bids (as defined below) by Qualified Bidders; *provided*, that any communications between unaffiliated Qualified Bidders regarding co-bidding or the combining of Qualified Bids shall only be conducted with the prior written consent of the Debtors' advisors, following consultation with the Consultation Parties, and shall be facilitated by the Debtors' advisors (as described below). Interested parties are encouraged to submit Bids for a sale of all or a portion of the Debtors' assets or for one or more alternative value-maximizing Transactions.

Copies of the Motion, the Bidding Procedures Order, and any other documents filed in the Debtors' Chapter 11 Cases can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Omni Agent Solutions, Inc., https://omniagentsolutions.com/FATBrands-TwinHospitality, or (ii) upon written request to L&W (as defined below).

KEY DATES

The key dates for the sale process are as set forth below. The Debtors reserve the right, and are authorized to, modify the below timeline, any dates or deadlines, and the Bidding Procedures after consultation with the Consultation Parties. No modifications hereunder shall alter the milestone requirements or otherwise modify the obligations set forth in any DIP Documents (including the DIP Order); for the avoidance of doubt, any extension of DIP milestones shall require the prior written consent of the requisite lenders as provided in any such final DIP Financing (as such DIP Financing is ultimately approved by the Court) (the "***Required DIP Lenders***"). The key dates may be modified or extended by (i) the Debtors filing a notice of such extension or modification on the Court's docket, or (ii) an order of the Court:

Deadline/Event	Timing
Indication of Interest and Stalking Horse Interest Deadline	April 3, 2026, at 4:00 p.m. (prevailing Central Time)
Assumption Notice Deadline	April 10, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for filing any Bid Protections Notice identifying any Stalking Horse Bidders and proposed Bid Protections	April 20, 2026, at 11:59 p.m. (prevailing Central Time)
Deadline for the submission of Qualified Bids	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Objection Deadline	April 24, 2026, at 4:00 p.m. (prevailing Central Time)
Contract Objection Deadline	April 24, 2026, at 11:59 p.m. (prevailing Central Time)
Auction (if applicable)	April 28, 2026, at 9:00 a.m. (prevailing Central Time)
Deadline for: (i) filing of Post-Auction Notice, (ii) service of Post-Auction Notice on relevant Counterparties, (iii) filing of any revised Assumption Notice, and (iv) service of such revised Assumption Notice on relevant Contract Counterparties	The later of (i) 24 hours from the conclusion of any Auction and (ii) April 29, 2026, at 4:00 p.m. (prevailing Central Time)
Post-Auction Objection Deadline[3]	April 30, 2026, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	May 1, 2026, at a time to be announced
Deadline for closing of any Transaction approved by Court at Sale Hearing	May 4, 2026

ASSETS TO BE SOLD

The Debtors are currently seeking to sell any and all assets of the Debtors (the "***Assets***").

Following the deadline for the submission of Qualified Bids, the Debtors may choose, in the reasonable exercise of their business judgment and following discussions with their advisors and in consultation with the Consultation Parties, to modify the definition of Assets such that certain assets shall not be sold pursuant to the Bidding Procedures. Such modification may occur with respect to any Asset following the deadline for the submission of Qualified Bids and prior to the execution of a Final Purchase Agreement by the Debtors and the Successful Bidder(s) concerning the relevant assets. The Debtors shall have discretion, in the reasonable exercise of their business judgment and following consultation with the Consultation Parties, in whether to sell their assets to a single buyer, or each asset to different buyers, as may be the case.

[3] Except as otherwise provided herein, this deadline is only appliable to objections to the conduct of the action, and, with respect to Counterparties to Designated Contracts, to objections on the basis of the ability of a Successful Bidder (other than a Stalking Horse Bidder previously designated in accordance with the terms of a Bid Protections Order) at an auction to provide adequate assurance of future performance.

SUBMISSIONS TO THE DEBTORS

All submissions to the Debtors required to be made under the Bidding Procedures must be directed to each of the following persons (email notice being sufficient) unless otherwise provided herein (collectively, the "***Notice Parties***"):

i. **Debtors.** FAT Brands Inc., Attn: John C. DiDonato (jdidonato@hcg.com) and Abhimanyu Gupta (abhigupta@hcg.com).

ii. **Debtors' Counsel**. 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) ("***L&W***").

iii. **Debtors' Co-Counsel.** 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)) (the foregoing professionals, collectively, "***Hunton***").

iv. **Debtors' Investment Banker.** GLC Advisors & Co. LLC, 600 Lexington Avenue, 9th Floor, New York, New York 10022 (Attn: Jeff Raithel (jeff.raithel@glca.com) and John Hill (john.hill@glca.com)) (the foregoing professionals, collectively, "***GLC***").

v. **Counsel to the Creditors' Committee**. Paul Hastings LLP (Attn: Kristopher M. Hansen (krishansen@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Charles M. Persons (charlespersons@paulhastings.com)).

vi. **Financial Advisor to the Creditors' Committee**. M3 Advisors (Attn: Mohsin (Mo) Meghji (mmeghji@m3-partners.com), Kenneth Ehrler (kehrler@m3-partners.com), and Matthew Altman (maltman@m3-partners.com)).

ACCESS TO DEBTORS' DILIGENCE MATERIALS

To receive access to due diligence materials and to participate in the bidding process, any person or entity who desires (individually or as part of a consortium of interested parties that is contemplating a joint bid) to bid for the Assets (each, a "***Potential Bidder***"), must submit to GLC an executed confidentiality agreement in form and substance satisfactory to the Debtors (a "***Confidentiality Agreement***").

A Potential Bidder that delivers an executed Confidentiality Agreement to GLC shall be a "***Diligence Party***." As promptly as practicable after the Debtors determine that a party is a Diligence Party, the Debtors will deliver to the Diligence Party access to the Debtors' confidential

electronic data room (the "***Data Room***"). The Debtors will afford any Diligence Party the time and opportunity to conduct reasonable due diligence before the Bid Deadline (as defined below). Notwithstanding the foregoing, the Debtors reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party. Notwithstanding the foregoing, the DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court) and the Prepetition Secured Parties are each deemed to be Diligence Parties, subject to the signing of a Confidentiality Agreement acceptable to the Debtors.

All due diligence requests must be directed to GLC.

Each Diligence Party and Bidder (as defined below) shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Diligence Party and/or Bidder and its contemplated Transaction. Except with respect to any Diligence Party or Bidder submitting a Credit Bid, the failure by a Diligence Party to comply with reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, in their reasonable business judgment and after consultation with the Consultation Parties, that such Bidder is not a Qualified Bidder (as defined below). The Debtors reserve the right, in their discretion (in consultation with the Consultation Parties) to permit a Diligence Party or Qualified Bidder to remedy any such failure to comply.

INDICATIONS OF INTEREST

The Diligence Parties shall submit to the Debtors, non-binding, written indications of interest specifying, among other things, (i) the Assets proposed to be acquired and liabilities to be assumed by such party, (ii) the cash consideration to be offered for any Assets to be purchased, (iii) any material conditions or assumptions upon which a bid by such party will be based, (iv) any interest in being deemed a Stalking Horse Bidder, and (v) any other material terms of such bid (an "***Indication of Interest***") on or before 4:00 p.m. (prevailing Central Time) on April 3, 2026. The Debtors shall promptly provide to counsel to the Consultation Parties copies of any Indications of Interest received.

A Diligence Party that fails to timely submit an Indication of Interest may not, in the Debtors' discretion (in consultation with the Consultation Parties), be provided further diligence access or be permitted to participate further in the auction process. The Debtors also reserve the right to exclude any Diligence Party (prior to its submission of a Qualified Bid) from continuing in the auction process if the Debtors determine, in consultation with the Consultation Parties, that the consideration proposed to be paid by such Diligence Party is insufficient. The DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court) and the Prepetition Secured Parties shall not be required to submit an Indication of Interest to be provided due diligence materials or be permitted to participate in the auction process, including by submitting a Credit Bid.

REQUIREMENTS FOR A QUALIFIED BID

Other than with respect to any Credit Bids (as defined below), to be eligible to participate in the Auction, each offer, solicitation, or proposal (each, a "***Bid***"), and each party submitting such a Bid (each, a "***Bidder***") must satisfy each of the conditions set forth below, as determined by the Debtors in their reasonable business judgment in consultation with the Consultation Parties. A Bid (other than a Credit Bid) will not be considered a Qualified Bid for the Auction if such Bid does not satisfy each of the following conditions:

i. Good Faith Deposit. Each Bid for all or a portion of the Assets must be accompanied by a deposit in cash (a "***Good Faith Deposit***") submitted by wire transfer of immediately available funds to a segregated account identified by the Debtors. Each Good Faith Deposit must equal, in the case of a Bid for all or a portion of the Assets, the amount of ten percent (10%) of the purchase price contained in the Purchase Agreement (as defined below) or such other amount as the Debtors may determine, in consultation with the Consultation Parties. The acceptance of any Good Faith Deposit shall be subject to the Bidder's timely satisfaction of all applicable know-your-customer requirements.

ii. Bids for Portions of the Assets. Each Bid must state the portion of the Assets that the Bidder is offering to purchase. The Debtors may, in consultation with the Consultation Parties, waive or modify the application of the Qualified Bid conditions in respect of Bids for a portion of the Assets.

iii. Higher or Better Terms. To the extent a Stalking Horse Bidder is selected, each subsequent Bid for any Assets subject to the Stalking Horse Agreement (alone or combined with Bids for other Assets subject to the Stalking Horse Agreement) must be on terms that, in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, are higher or better than the terms of the Stalking Horse Agreement, and the aggregate value of such subsequent Bid must exceed the Stalking Horse Bid by the Minimum Overbid. Capitalized terms used but not defined in the previous sentence are each defined below.

iv. Executed Agreement. Each Bid contemplating a Transaction must be accompanied by an executed and binding (a) asset purchase agreement (together with the exhibits and schedules thereto, the "***Purchase Agreement***"), which Purchase Agreement must be marked to show any modifications (including those related to consideration amount) to the form purchase agreement (the "***Form APA***") that the Debtors will make available in the Data Room and to Potential Bidders upon request to GLC or (b) a Stalking Horse Agreement, which must be marked to show any modifications (including those related to consideration amount) to the Form APA or form Stalking Horse Agreement (as applicable) that the Debtors will make available in the Data Room and to Potential Bidders upon request to GLC. Such executed and binding Purchase Agreement or Stalking Horse Agreement must include duly authorized and executed transaction documents, signed by an authorized representative of such Bidder, pursuant to which the Bidder proposes to effectuate a Transaction. Each

such document must be sent in Word and PDF document format and each Bid must include a PDF redline of such document.

v. Designation of Contracts and Leases. A Bid must (a) identify with particularity any and all executory contracts and unexpired leases of the Debtors for which assumption and assignment or rejection is required, and (b) provide for the payment of all cure amounts payable with respect to such assumed or assigned contracts and leases under the Bankruptcy Code.

vi. Assumed Liabilities. A Bid must identify the liabilities of the Debtors to be assumed by such Bidder (the "***Assumed Liabilities***").

vii. Surety Bonds. A Bid must provide for the replacement of any existing surety bonds, deposits, guarantees or other similar instruments related to the Assets that the Bidder desires to purchase, as required by applicable law and regulations, and identify the source of such replacement.

viii. Corporate Authority. A Bid must include written evidence reasonably acceptable to the Debtors demonstrating appropriate corporate authorization to submit the Bid and consummate the proposed Transaction; *provided*, that if the Bidder is an entity specially formed for the purpose of effectuating the Transaction, then the Bidder must furnish written evidence reasonably acceptable to the Debtors of the approval of the submission of the Bid and consummation of the Transaction by equity holder(s) of such Bidder.

ix. Disclosure of Identity of Bidder. A Bid must fully disclose the identity of each entity and its affiliates that will be bidding for or purchasing the Assets or otherwise participating in connection with such Bid (including any equity holder or other financial backer if the Bidder is an entity specifically formed for the purpose of effectuating the Transaction), and the nature of any such participation, including disclosure of any binding agreements concerning a combined Bid submitted by multiple co-Bidders. A Bid must (a) fully disclose what connections the Bidder has (if any) to the Debtors or the Debtors' directors, officers, management, principals, any insider or affiliate (as those terms are defined in the Bankruptcy Code), or entity acting in concert with any of the foregoing, including Mr. Wiederhorn and his family members, (b) include a binding representation by the Bidder (including all persons comprising such Bidder, if a collaborative or joint Bid) that it has not engaged in collusion with any other Bidder, Mr. Wiederhorn, any member of Mr. Wiederhorn's family, or other party regarding the sale of the Assets, and (c) provide the identity and contact information for the Bidder and full disclosure of any parent companies of the Bidder. Nothing contained herein shall preclude the submission of a collaborative or joint Bid; *provided*, any collaborative or joint Bid among multiple Bidders is subject to the Debtors' prior written consent following consultation with the Consultation Parties and the disclosure requirements set forth in the Bidding Procedures.

x. Proof of Financial Ability to Perform. A Bid must include written evidence that the Debtors reasonably conclude, in consultation with the Consultation Parties, demonstrates that the Bidder has the necessary financial ability to (a) close the relevant Transaction and (b) provide adequate assurance of future performance under all contracts to be assumed and assigned in such Transaction. Such information must include, the following:

(a) contact names and telephone numbers for verification of financing sources;

(b) evidence of the Bidder's internal resources and proof of unconditional debt funding commitments from a recognized financial institution and, if applicable, equity commitments in an aggregate amount equal to the cash portion of such Bid (including, if applicable, the Bidder's payment of cure amounts) or the posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Debtors in such amount, in each case, as are needed to close the relevant Transaction;

(c) evidence that the Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid;

(d) the Bidder's current financial statements (audited if they exist) or other similar financial information reasonably acceptable to the Debtors;

(e) a description of the Bidder's pro forma capital structure; and

(f) any such other form of financial disclosure or credit-quality support information or enhancement reasonably requested by the Debtors or the Consultation Parties to demonstrate that such Bidder has the ability to close the relevant Transaction.

xi. Regulatory and Third-Party Approvals. A Bid must set forth (a) all applicable regulatory and third-party approvals required for the Bidder to consummate the relevant Transaction and (b) the time period within which the Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty (30) days following execution and delivery of the Purchase Agreement, those actions the Bidder will take to ensure receipt of such approval(s) as promptly as possible).

xii. Conditions to Closing. Each Bid must identify with particularity each condition to consummating the closing of the relevant Transaction (such consummation, the "***Closing***").

xiii. Contingencies. Each Bid must not be conditioned on: (a) obtaining financing, (b) obtaining any internal approval, (c) the outcome or review of unperformed due diligence (unless otherwise agreed upon by the Debtors in consultation with the Consultation Parties), it being understood that Bids may be conditioned on the

accuracy at the Closing of specified representations or warranties, or (d) regulatory contingencies, except as provided under item (xi), above.

xiv. Irrevocable. Each Bid must expressly provide that (a) the Bidder is prepared to consummate the Transaction set forth in the Purchase Agreement promptly following Court approval of the proposed Transaction set forth in an entered sale order (any such order, a "***Sale Order***") and satisfaction of the closing conditions (if any) set forth in the Purchase Agreement or Stalking Horse Agreement, and (b) the offer reflected in such Bid shall remain open and irrevocable until the conclusion of the Auction; *provided*, that if such Bid is accepted as the Successful Bid or the Backup Bid, such Bid shall continue to remain open and irrevocable as provided under "Closing the Auction; Successful Bidder" and "Backup Bidder" below.

xv. Purchase Price. Each Bid (including any Overbid (as defined below)) must clearly state which Assets the Bidder is agreeing to purchase and which liabilities the Bidder is agreeing to assume. In addition, each Bid and Overbid (but excluding any Credit Bid) must clearly set forth the purchase price to be paid on a cash-free, debt-free basis, including and identifying separately any cash and non-cash components, if any, including any assumption of liabilities. Each Bid shall include an allocation of such Purchase Price among the Assets the Bidder seeks to acquire. There will be no pre- or post-closing adjustments to the purchase price (including in respect of operating cash, net working capital, or otherwise).

xvi. Notwithstanding anything to the contrary herein, no Bid (other than a Credit Bid) shall be a Qualified Bid unless it includes a binding purchase price in cash to be paid to the Debtors upon the closing of the Transaction.

xvii. Jurisdiction. Each Bid must state that the Bidder consents to the core jurisdiction of the Court to enter any final order or orders, which shall be binding in all respects, to adjudicate all disputes in any way related to the Debtors, the Chapter 11 Cases, the Bidding Procedures, the Auction, or the construction and enforcement of documents relating to any Transaction (any such dispute a "***Sale Dispute***") and shall waive any right to a jury trial in connection with any Sale Dispute.

xviii. Independent Review/As-Is, Where-Is. Each Bid shall include a written acknowledgment and representation of the Bidder that: (a) it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer; (b) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its Bid; and (c) it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Assets, the financial performance of the Assets or the physical condition of the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures.

xix. Bid Representatives. Each Bid shall identify the representatives of the Bidder that are authorized to appear and act on behalf of the Bidder in connection with the proposed Transaction.

xx. No Break-Up Fee. Each Bid shall indicate that such Bidder will not seek any transaction break-up fee, expense reimbursement, or similar type of payment (other than to the extent such Bid is selected to be a Stalking Horse Bid, and subject to the provisions applicable to "Stalking Horse Bids" below); *provided* that the Debtors may, after consultation with the Consultation Parties, seek approval to pay expense reimbursement or provide similar payments with respect to any Bidder, in accordance with the terms of the Bid Procedures Order.

xxi. Bid Deadline. Each Bid must be received by the Notice Parties on or before April 24, 2026, at 4:00 p.m. (prevailing Central Time), or such other date as may be established pursuant to the Bidding Procedures in accordance with the section titled "Key Dates" above (the "***Bid Deadline***").

A Bid received from a Bidder on or before the Bid Deadline that meets each of the requirements set forth above, as determined by the Debtors, in consultation with the Consultation Parties, for the applicable Assets shall constitute a "***Qualified Bid***" for such assets, and such Bidder shall constitute a "***Qualified Bidder***". Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided*, *however*, that if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors may, after consultation with the Consultation Parties: (i) provide such Bidder the opportunity to remedy any deficiencies in such Bid prior to the Auction or (ii) waive one or more requirements for a Qualified Bid.

NO COMMUNICATION AMONG BIDDERS

There shall be no communication regarding the Debtors' sale process between/among Diligence Parties or Qualified Bidders (including, for the avoidance of doubt, any Stalking Horse Bidder, if any) unless the Debtors in consultation with the Consultation Parties have previously authorized such communication in writing; *provided*, that, notwithstanding anything to the contrary herein, the DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court), the Prepetition Secured Parties, and any assignees or designees of the foregoing may communicate with any entity participating in their Bid as a potential replacement manager without the consent or involvement of, but with prior notice to, the Special Committee or its designees; *provided*, *further*, that any relationships between Bidders and other entities participating in their bids must first be disclosed to the Special Committee's designated representatives and any co-Bidder relationships must be consented to by the Special Committee via their representatives. Should any Diligence Party or Qualified Bidder attempt to communicate directly with another Diligence Party or Qualified Bidder, such Diligence Party or Qualified Bidder shall provide written notice of the proposed communication(s) to L&W, GLC, and Huron; L&W, GLC, and Huron shall have the option to attend or be copied on any such communication(s) between Diligence Parties or Qualified Bidders. The Debtors reserve the right, in their reasonable business judgment, in consultation with the Consultation Parties, to disqualify any Diligence Parties or Qualified Bidders that have communication between/among themselves without the Debtors' written consent.

For the avoidance of doubt, any insider or affiliate (as those terms are defined in the Bankruptcy Code), current or former director, officer, or member of the Debtors' management, or person or entity acting in concert with any of the foregoing, that participates, in any way, including prior to designation as a "Bidder" under the Bidding Procedures, in a bid to purchase the Assets, shall not: (i) participate in the evaluation of any bids from other parties in respect of any of the Debtors' Assets; (ii) receive any non-public information regarding any such bids or bids on any other Assets, including the identities of other bidders; (iii) participate in any communications or diligence with the other bidders; or (iv) advise the Debtors on any of the foregoing; except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives; *provided*, that following the Bid Deadline, these restrictions shall cease to apply to any such party that does not submit a bid and is not otherwise designated as a "Bidder." For the avoidance of doubt, under no circumstances shall any party, other than a Wiederhorn Bidder, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives, contact Mr. Wiederhorn, any member of his family, or any of their affiliated entities (other than the Debtors), including the controlling shareholder, Fog Cutter Capital Group Inc., or its affiliates, or advisors to any of the foregoing, in connection with the sale process for the Assets unless (a) consented to in advance and in writing (e-mail shall suffice) by counsel at the direction of the Special Committee, (b) the members of the Special Committee are copied on all written communications and at least one member of the Special Committee or its designated representatives is present for any calls or meetings, and (c) the advisors to the Consultation Parties receive advance notice (e-mail shall suffice) of any such correspondence, call, or meeting.

RIGHT TO CREDIT BID

Any Qualified Bidder that has a valid and perfected lien on any Assets (a "***Secured Party***") shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtors toward the purchase price specified in such Secured Party's Bid; *provided* that, a Secured Party shall be entitled to credit bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s). Any credit bid must include a cash component sufficient to satisfy any applicable senior liens on the purchased Assets at the closing of any such sale or provide that all obligations related to such liens shall be assumed as a condition to such sale.

Only to the extent permitted under any DIP Documents approved by this Court and Prepetition Loan Documents, respectively, the Bankruptcy Code, and applicable law, the DIP Lenders and the Prepetition Secured Parties, or any assignee or designee or any of the foregoing, may, pursuant to the Bankruptcy Code and DIP Order, submit, at any time prior to or during the Auction, a credit bid for any Assets securing the DIP Obligations and/or Prepetition Secured Obligations. Notwithstanding anything to the contrary herein, any such Credit Bid is hereby deemed a Qualified Bid and any DIP Lender and/or Prepetition Secured Party submitting such a Credit Bid is hereby deemed to be a Qualified Bidder.

Any party who submits an Indication of Interest or a Qualified Bid (including a Credit Bid), shall not be a Consultation Party during the time the Indication of Interest or Qualified Bid remains active.

STALKING HORSE BIDS

Subject to the provisions set forth in the Bidding Procedures and the Bidding Procedures Order, and after consultation with the Consultation Parties, the Debtors may, in the exercise of their reasonable business judgment and following consultation with the Consultation Parties, enter into a stalking horse agreement (a "***Stalking Horse Agreement***"), subject to higher or otherwise better offers at the Auction, with any Bidder to establish a minimum Qualified Bid at the Auction (such Qualified Bidder, a "***Stalking Horse Bidder***", and such Bid, a "***Stalking Horse Bid***"). Notwithstanding anything to the contrary herein, subject to approval by the Court by entry of a separate order in accordance with the below, a Stalking Horse Agreement may provide for payment of break-up fees and/or expense reimbursements (the "***Bid Protections***").

In the event that the Debtors (in consultation with the Consultation Parties) select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall file with the Court and provide, to all parties on the Master Service List (as defined in the Motion), counsel to the Creditors' Committee, counsel to the WBS Ad Hoc Group, and all parties then known to have expressed an interest in the Assets as part of the marketing process established by the Bidding Procedures, and all parties holding liens on such assets, notice and an opportunity to object on the earlier of (i) five (5) business days from filing and serving of the Bid Protections Notice and (ii) the Post-Auction Objection Deadline, to the designation of such Stalking Horse Bidder and the proposed Bid Protections set forth in the Stalking Horse Agreement, and absent objection, the Debtors may submit a proposed order to the Court under either a certificate of no objection or, if an objection, formal or informal, is lodged but consensually resolved, a certificate of counsel approving the selection of such Stalking Horse Bidder, which proposed order shall be reasonably satisfactory to the Required DIP Lenders; *provided*, *however*, if a timely objection is made to the Debtors' designation of a Stalking Horse Bidder and/or the proposed Bid Protections for such Stalking Horse Bidder, which objection is not consensually resolved, then the Debtors shall seek a hearing before the Court at which the Court will consider such objection and rule on whether the Debtors' designation of the applicable Stalking Horse Bidder, including, but not limited to, any Bid Protections proposed for such Stalking Horse Bidder, will be approved and the Debtors' designation of such Stalking Horse Bidder and any Bid Protections proposed for such Stalking Horse Bidder shall not be approved unless and until the Court enters an order approving such designation and/or Bid Protections and, in such instance, solely to the extent set forth in the Court's order.

Any Stalking Horse Agreement executed by the Debtors (in consultation with the Consultation Parties) and the Transaction contemplated thereby will be deemed a Qualified Bid for all purposes, and any Stalking Horse Bidder party to a Stalking Horse Agreement executed by the Debtors will be deemed to be a Qualified Bidder.

Other than as provided by an order of the Court, no party submitting a Bid shall be entitled to a break-up fee or expense reimbursement except for the Bid Protections for any Stalking Horse Bidder. Any substantial contribution claims by any Bidder are deemed waived, to the extent based solely on such Bidder's submission of a Bid hereunder.

HIGHEST OR OTHERWISE BEST BID

Whenever the Bidding Procedures refer to the highest or otherwise best Qualified Bid, such determination shall take into account any factors the Debtors, in consultation with the Consultation Parties, reasonably deem relevant to value of the Qualified Bid to the estates and may include, but are not limited to, the following: (i) the amount and nature of the consideration, including any Assumed Liabilities; (ii) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such Qualified Bid; (iii) the number, type, and nature of any changes to the Form APA requested by each Qualified Bidder; (iv) the extent to which such modifications are likely to delay the Closing and the cost to the Debtors of such modifications or delay; (v) the likelihood of the Qualified Bidder being able to close the proposed Transaction (including obtaining surety bonding and any required regulatory approvals) and the timing thereof; (vi) the net benefit or cost to the Debtors' estates (including, without limitations, any tax implications of the proposed Transaction); (vii) the proposed treatment of the Debtors' employees; (viii) the impact on the Debtors' operational infrastructure; and (ix) any other factors that the Debtors, after consultation with the Consultation Parties, may deem relevant (collectively, the "***Bid Assessment Criteria***"). Notwithstanding anything to the contrary herein, with respect to any Bid for any Assets, the Bid Assessment Criteria and any other consideration of such Bid shall be evaluated solely with respect to the value thereof, and the effect of such Bid on, the Debtors' bankruptcy estates.

AUCTION

If two or more Qualified Bids for the same Assets (including a Credit Bid) are received by the Bid Deadline, the Debtors (in consultation with the Consultation Parties) will conduct an Auction with respect to such Assets to determine the highest or otherwise best Qualified Bid. If fewer than two Qualified Bids are received by the Bid Deadline with respect to any portion of the Assets, the Debtors shall not conduct an Auction with respect to such Assets. If only one Qualified Bid is received with respect to a portion of the Assets, the Debtors may, after consultation with the Consultation Parties, designate such Qualified Bid as the Successful Bid (as defined below). Only Qualified Bidders, the DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court), the Debtors, the Consultation Parties, and the Prepetition Secured Parties may participate in the Auction.

PROCEDURES FOR AUCTION

The Auction shall take place on April 28, 2026, at 9:00 a.m. (prevailing Central Time) at the offices of counsel for the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020 or at such other place and time, including but not limited to a remote auction held online, as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction. The Auction shall be conducted according to the following procedures:

Only the Debtors, the Consultation Parties, the Stalking Horse Bidders (if any), any other Qualified Bidders, the DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court), the Prepetition Secured Parties, and/or other parties as the Debtors may determine to

include in their discretion (in consultation with the Consultation Parties), in each case along with their representatives and advisors, shall be entitled to attend the Auction, and only Qualified Bidders will be entitled to make any Overbids (as defined below) at the Auction. The Qualified Bidders and any other authorized attendees shall appear in person or through duly authorized representatives at the Auction.

The Debtors (in consultation with the Consultation Parties) reserve the right to modify or extend the date(s) of an Auction to accommodate multiple Auctions in the event Qualified Bids reflect interest in separate and distinct Assets, in which case, there may be multiple Stalking Horse Bidders, Successful Bidders and/or Backup Bidders hereunder.

The Debtors Shall Conduct the Auction

The Debtors and their advisors (in consultation with the Consultation Parties) shall direct and preside over the Auction, which shall be transcribed. Other than as expressly set forth herein, the Debtors may conduct the Auction in the manner they determine (in consultation with the Consultation Parties) will result in the highest or otherwise best offer for any of the Assets or otherwise maximize the value of the Assets. The Debtors shall, prior to the commencement of the Auction, provide the Consultation Parties, each Qualified Bidder participating in the Auction, and any other parties entitled to attend the Auction with a copy of the Purchase Agreement or Stalking Horse Agreement associated with the highest or otherwise best Qualified Bid with respect to the Assets for which such Qualified Bidder is bidding, as determined by the Debtors (in consultation with the Consultation Parties) (such highest or otherwise best Qualified Bid, the "***Starting Bid***"). At the start of the Auction, the Debtors shall describe the material terms of the Starting Bid, and each Qualified Bidder participating in the Auction must confirm that (i) it has not engaged in any collusion with respect to the bidding or sale of any of the Assets described herein, (ii) whether it has communicated or coordinated with Mr. Wiederhorn, any member of his family, or any insider of the Debtors with respect to its bid, (iii) it has reviewed, understands, and accepts the Bidding Procedures, (iv) it has consented to the core jurisdiction of the Court (as described more fully below), and (v) its Qualified Bid is a good-faith bona fide offer that it intends to consummate if selected as the Successful Bidder.

Terms of Overbid

An "***Overbid***" is any Bid made at the Auction, in accordance with the requirements set forth herein (as determined by the Debtors after consultation with the Consultation Parties), subsequent to the Debtors' announcement of the Starting Bid for such Assets. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

i. Minimum Overbid. The Debtors, in consultation with the Consultation Parties, will announce the bidding increments for Bids (the "***Minimum Overbid***") and other Auction rules at the outset of the Auction with respect to the Assets and may change such rules at any time during the Auction in consultation with the Consultation Parties; *provided*, that, any changes to such rules during the Auction shall not be materially inconsistent with the Bidding Procedures, the Bidding Procedures Order, any other order of the Court, or the Bankruptcy Code, without the consent of the Consultation Parties or further order of the Court. For the purpose of evaluating

the value of the consideration provided by additional Bids, the Debtors will consider any Bid Protections that may be payable to a Stalking Horse Bidder under a Stalking Horse Agreement, if applicable. The Debtors reserve the right, in consultation with the Consultation Parties, to announce reductions or increases in the Minimum Overbid at any time during the Auction. Additional consideration in excess of the amount set forth in the respective Starting Bid may include cash and/or non-cash consideration; *provided*, that the value for such non-cash consideration shall be determined by the Debtors in their reasonable business judgment in consultation with the Consultation Parties.

ii. Remaining Terms Are the Same as for Qualified Bids. Except as modified in the Bidding Procedures, an Overbid at the Auction must comply with the conditions for a Qualified Bid set forth above; *provided*, *however*, that the Bid Deadline shall not apply. Any Overbid must include, in addition to the amount and the form of consideration of the Overbid, a description of all changes requested by the Bidder to the Purchase Agreement or Stalking Horse Agreement, as the case may be, in connection therewith. For the avoidance of doubt, any Overbid shall be irrevocable and shall remain open and binding on the Bidder in accordance with the Bidding Procedures and the conditions for a Qualified Bidder.

iii. Evidence of Financial Wherewithal. At the Debtors' discretion (in consultation with the Consultation Parties), to the extent not previously provided (which shall be determined by the Debtors in consultation with the Consultation Parties), a Bidder submitting an Overbid at the Auction must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors in consultation with the Consultation Parties), as the Debtors, in their reasonable business judgment (in consultation with the Consultation Parties) may request, demonstrating such Bidder's ability to consummate the Transaction proposed by such Overbid.

Announcement and Consideration of Overbids

i. Announcement of Overbids. A Bidder submitting an Overbid at the Auction shall announce at the Auction the material terms of such Overbid, including, without limitation, the total amount and type of consideration offered in such Overbid.

ii. Consideration of Overbids. The Debtors reserve the right, in their reasonable business judgment and after consultation with the Consultation Parties, to make one or more continuances of the Auction to, among other things: (a) facilitate discussions between the Debtors and individual Qualified Bidders; (b) allow individual Qualified Bidders to consider how they wish to proceed; and (c) give Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may require that the Qualified Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity

funding commitments, to consummate the proposed Transaction at the prevailing Overbid amount.

Consent to Jurisdiction as Condition of Bidding

All Qualified Bidders shall (i) be deemed to have consented to the core jurisdiction of the Bankruptcy Court to enter any final order or orders, which shall be binding in all respects, to adjudicate all Sale Disputes and (ii) waive any right to a jury trial in connection with any Sale Dispute.

As-Is, Where-Is Sale

The Sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors or their estates except to the extent set forth in the Final Purchase Agreement, as approved by the Court. Except as otherwise provided in the Final Purchase Agreement, all of the Debtors' right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all Encumbrances in accordance with sections 363 and 365 of the Bankruptcy Code, with such Encumbrances to attach to the net proceeds of each Transaction.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its Qualified Bid, that it has relied solely upon its own independent review, investigation and inspection of any documents and/or the Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to any Successful Bidder or Backup Bidder (as defined below), the terms of each Transaction as set forth in the final form of the applicable Purchase Agreement or Stalking Horse Agreement (the "***Final Purchase Agreement***"), which shall be on terms mutually acceptable to the Successful Bidder or Backup Bidder, on the one hand, and the Debtors, on the other hand.

Closing the Auction; Successful Bidder

The Auction shall continue until there is only one Qualified Bid (including any Credit Bid) or combination of Qualified Bids for each portion of the Assets that the Debtors determine, in their reasonable business judgment and in a manner consistent with their fiduciary duties, in consultation with the Consultation Parties, is the highest or otherwise best Qualified Bid at the Auction for such portion of the Assets, and that further bidding is unlikely to result in higher or otherwise better Qualified Bid(s) that would be acceptable to the Debtors. Thereafter, the Debtors shall select such Qualified Bid(s) (including any Credit Bid), in consultation with the Consultation Parties, as the overall highest or otherwise best Qualified Bid(s) (such Bid(s), the "***Successful Bid(s)***", and the Bidder(s) submitting such Successful Bid, the "***Successful Bidder(s)***"). In making this decision, the Debtors shall consider (in consultation with the Consultation Parties) the Bid Assessment Criteria.

If an Auction is held, the Debtors, in consultation with the Consultation Parties, shall be deemed to have accepted a Qualified Bid only when (i) such Bid is declared the Successful Bid(s) at the Auction, and (ii) definitive documentation has been executed in respect thereof. Such acceptance is conditioned upon approval by the Court of the Successful Bid(s) and the entry of an order approving such Successful Bid(s).

Promptly following the Debtors' selection of the Successful Bid(s) and the conclusion of the Auction, in consultation with the Consultation Parties, the Debtors shall announce the Successful Bid(s) and Successful Bidder(s) and shall file with the Court notice of the Successful Bid(s) and Successful Bidder(s).

Backup Bidder

Notwithstanding anything in the Bidding Procedures to the contrary, the Qualified Bid that the Debtors determine in their sole discretion (in consultation with the Consultation Parties), is the next highest or otherwise best Qualified Bid at the Auction after the Successful Bid(s), will be designated the "***Backup Bid***", and the Bidder submitting such Backup Bid, the "***Backup Bidder***." The Backup Bidder shall be required to keep the Backup Bid open and irrevocable until the earlier of (i) 11:59 p.m. (prevailing Central Time) on the date that is 30 days after the date of entry of the relevant Sale Order (such date that is 30 days after the date of entry of the relevant Sale Order, the "***Outside Backup Date***"), and (ii) the Closing.

Following entry of the relevant Sale Order, if the Successful Bidder fails to consummate the Transaction contemplated by the Successful Bid within the time required under the applicable sale documents, the Debtors may, in consultation with the Consultation Parties, designate the Backup Bid or another Qualified Bid to be the new Successful Bid and such party to be the new Successful Bidder, and the Debtors will be authorized, but not required, to agree, in consultation with the Consultation Parties, to consummate the Transaction with such party without further order of the Bankruptcy Court; *provided*, that such party shall be subject to Court approval in connection with the Court's approval of the Successful Bid. In such case of a breach or failure to perform on the part of the Successful Bidder and in such other circumstances as may be specified in the definitive documentation governing the Successful Bid, the defaulting Successful Bidder's deposit shall be forfeited to the Debtors. The Debtors specifically reserve the right to seek all available damages, including specific performance, from any defaulting Successful Bidder (including any Backup Bidder designated as a Successful Bidder) in accordance with the terms of the Bidding Procedures.

True Up of Good Faith Deposit

If an Auction is held, then within three (3) business days following the conclusion of the Auction, or as reasonably practicable thereafter, to the extent the Successful Bid is not a Credit Bid, the Successful Bidder(s) shall submit by transfer of immediately available funds to an account identified by the Debtors the amount required to increase the Successful Bidder(s)' Good Faith Deposit(s) to ten percent (10%) of the purchase price contained in the Successful Bid(s), as

applicable, or such other amount as the Debtors determine, in consultation with the Consultation Parties.

SALE HEARING

A hearing to consider approval of one or more Transactions and the transfer of all of the applicable Assets and Assumed Liabilities to the Successful Bidder(s) (the "***Sale Hearing***") is presently scheduled to take place on [●], 2026 at [●] (prevailing Central Time), or as soon thereafter as counsel may be heard, before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 400, Houston, TX 77002

The Sale Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Sale Hearing, or as may be ordered by the Court.

At the Sale Hearing, the Debtors shall present the Successful Bid(s) to the Court for approval. The Debtors' presentation of the Successful Bid(s) to the Court will not constitute the Debtors' acceptance of such Bid(s), which acceptance will only occur upon approval of such Bid(s) by the Court.

RETURN OF GOOD FAITH DEPOSITS

The Good Faith Deposits of all Qualified Bidders shall be held in one or more segregated accounts by the Debtors, but shall not become property of the Debtors' bankruptcy estates. The Good Faith Deposit of any Successful Bidder (including any Backup Bidder) shall be credited towards the purchase price set forth in the Successful Bid if the Successful Bid is consummated; *provided*, *however*, that if a Successful Bidder (including any Backup Bidder) either: (i) fails to consummate the relevant Transaction on or before the closing date specified in the relevant Final Purchase Agreement, (ii) breaches the Final Purchase Agreement, or (iii) otherwise fails to perform, the Debtors shall, without further order of the Court, deem such Successful Bidder to be a "***Defaulting Buyer***."

The Debtors shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by any Defaulting Buyer and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform as may be provided for pursuant to the Final Purchase Agreement and the relevant Sale Order.

The Good Faith Deposit of any Qualified Bidder that is neither the Successful Bidder nor the Backup Bidder shall be returned to such Qualified Bidder not later than five (5) business days after the conclusion of the Auction. The Good Faith Deposit of the Backup Bidder, if any, shall be returned to the Backup Bidder not later than the earlier of five (5) business days after (a) the relevant Closing and (b) the Outside Backup Date. Upon the return of the Good Faith Deposits, their respective owners shall receive any and all non de minimis interest that may have accrued thereon.

CONSULTATION PARTIES

The "***Consultation Parties***" include these parties who are each a "***Consultation Party***":

i. the advisors to the Creditors' Committee; and,

ii. the advisors to the DIP Lenders (to the extent such DIP Financing is ultimately approved by the Court) and the Prepetition Secured Parties; *provided*, that the advisors to the DIP Lenders and Prepetition Secured Parties shall not be Consultation Parties following the delivery of any Qualified Bid, including any Credit Bid, by the DIP Lenders and/or Prepetition Secured Parties to the Debtors.

The Debtors shall consult with the Consultation Parties regarding all Bids. If a Consultation Party submits an Indication of Interest or a Bid (including a Credit Bid) or has a Bid submitted on its behalf for so long as such Bid remains open (and, after the Bid Deadline, is deemed to be a Qualified Bid), then such party shall not be deemed a Consultation Party.

To the extent any insider of the Debtors or any of their affiliates, or any person or entity controlled by such insider of the Debtors or any of their affiliates, or any person or entity acting in conjunction with any of the foregoing, chooses to participate in the submission of a Bid, such insider and any person associated with such insider shall be expressly prohibited from participating in any manner in the sale process, including the evaluation of Qualified Bids and the Auction (other than, with respect to his or her participation in the Auction, in his or her capacity as a Qualified Bidder).

Each reference in these Bidding Procedures to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

ADDITIONAL PROCEDURES

The Debtors in the exercise of their fiduciary duties for the purpose of maximizing value for their estates from the sale process, may modify the Bidding Procedures and implement additional procedural rules for conducting the Auction in consultation with the Consultation Parties, except that such modifications shall not be materially inconsistent with the Purchase Agreement, Stalking Horse Agreement, Final Purchase Agreement, the Bidding Procedures, the Bidding Procedures Order, any other order of the Court, or the Bankruptcy Code. No modifications hereunder shall alter the milestone requirements or otherwise modify the obligations set forth in any DIP Documents (including the DIP Order); for the avoidance of doubt, any extension of DIP milestones shall require the written consent of the Required DIP Lenders. Specifically, among other things, the Debtors may determine, in consultation with the Consultation Parties, to select more than one Successful Bid and more than one Successful Bidder (and/or more than one Backup Bid) and more than one Backup Bidder, in which event such Backup Bids may provide for groupings of Assets that are different from the groupings of Assets reflected in the Successful Bid(s) for separate portions of the Assets. For the avoidance of doubt, in the event that any sale creates potential conflicts between (a) FAT Brands Inc. and/or Twin Hospitality Group Inc. (the "***Parents***") and (b) the other Debtors and their stakeholders, the boards of the Parents would have authority to review, consider, evaluate, explore, negotiate, and approve the sale for the

Parents, while the Special Committee would have sole authority to review, consider, evaluate, explore, negotiate, and approve the sale for all other Debtors.

RESERVATION OF RIGHTS OF THE DEBTORS

Except as otherwise provided in the Purchase Agreement, Stalking Horse Agreement, Final Purchase Agreement, the Bidding Procedures, the Bidding Procedures Order, any other order of the Court, or the Bankruptcy Code, the Debtors further reserve the right to, in their reasonable business judgment after consultation with the Consultation Parties: (i) determine which Bidders are Qualified Bidders; (ii) determine which Bids are Qualified Bids; (iii) determine which Qualified Bid is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (iv) reject, at any time prior to the closing of the Auction or, if no Auction is held, at any time prior to entry of the Sale Order(s), any Bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (c) contrary to the best interests of the Debtors and their estates; (v) waive or modify the terms and conditions set forth herein with respect to all potential bidders other than Mr. Wiederhorn, his family members, or any parties acting in concert such persons, except as may be requested by the Special Committee, and with the participation of the Special Committee or its designated representatives; (vi) impose additional terms and conditions with respect to all potential Bidders; (vii) modify or extend the deadlines set forth herein; (viii) continue or cancel the Auction and/or Sale Hearing in open court or by filing a notice on the docket of the Chapter 11 Cases, without further notice; (ix) schedule one or more additional auctions; (x) include any other party as an attendee at the Auction; and (xi) modify the Bidding Procedures and implement additional procedural rules for conducting the Auction so long as such rules are not materially inconsistent with the Bankruptcy Code, the Purchase Agreement, the Stalking Horse Agreement, the Final Purchase Agreement, the Bidding Procedures, or the Bidding Procedures Order, or any other order of the Court. No modifications hereunder shall alter the milestone requirements or otherwise modify the obligations set forth in any DIP Documents (including the DIP Order); for the avoidance of doubt, any extension of DIP milestones shall require the written consent of the Required DIP Lenders.

The Debtors shall retain all rights to any of their assets that are (i) not Assets or (ii) that are otherwise not subject to a Transaction that is approved by the Court at the Sale Hearing.

FIDUCIARY OUT

Notwithstanding anything to the contrary in the Bidding Procedures or the Bidding Procedures Order, nothing in the Bidding Procedures or the Bidding Procedures Order shall require any Debtor, its officers, or the board of directors, board of managers, the Special Committee, or similar governing body of any Debtor, after consulting with counsel and the Consultation Parties, to take any action or to refrain from taking any action related to any Transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in the Bidding Procedures or the Bidding Procedures Order, through the date of the Auction (if held), nothing in the Bidding Procedures or the Bidding Procedures Order shall diminish the right of any of the Debtors and their respective

directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (i) consider, respond to, and facilitate alternate transaction proposals involving any or all of the Assets (each an "***Alternate Proposal***"); (ii) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to Alternate Proposals; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (v) enter into or continue discussions or negotiations with holders of claims against or equity interests in any Debtor or any other party in interest in the Chapter 11 Cases (including the U.S. Trustee), or any other entity regarding Alternate Proposals.

Annex 2

Sale Notice

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

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

NOTICE OF PROPOSED SALE,
BIDDING PROCEDURES, AUCTION, AND SALE HEARING

THIS NOTICE (THIS "*NOTICE*") IS BEING PROVIDED PURSUANT TO THE BIDDING PROCEDURES ORDER (AS DEFINED BELOW).

Your rights may be affected by the transactions described herein. Please read the below carefully and take notice that:

On January 26, 2026, FAT Brands Inc. and its debtor-affiliates (collectively the "***Debtors***") filed voluntary petitions commencing the above-captioned cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").

On March 12, 2026, the Debtors filed a motion [Docket No. ●] (the "***Motion***"), that requested the entry of an order approving, among other things, the Bidding Procedures (as defined below) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of the Assets through one or more sales (each, a "***Transaction***").

On [●], 2026, the Bankruptcy Court entered the *Order (I) Approving Bidding Procedures for Sale of Debtors' Assets; (II) Establishing Procedures for Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; (III) Scheduling Dates for an Auction and a Hearing to Consider Approval of any Resulting Sale; (IV) Approving Form and Manner of Notices Related Thereto; and (V) Granting Related Relief* [Docket No. ●] (the "***Bidding Procedures Order***"). Among other things, the Bidding Procedures Order: (a) approves the bidding procedures attached to the Bidding Procedures Order as **Annex 1**

[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.

(the "***Bidding Procedures***"),[2] (b) establishes procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "***Assumption and Assignment Procedures***"); (c) schedules (i) a date for an auction if the Debtors receive one or more timely and acceptable Qualified Bids (the "***Auction***") and (ii) a final hearing (the "***Sale Hearing***") to approve one or more Transactions, as necessary; (d) approves the form and manner of notice of (i) the Auction and Sale Hearing and (ii) the Assumption and Assignment Procedures; (e) approves the procedures governing the Debtors' selection of one or more stalking horse bidders (each, a "***Stalking Horse Bidder***"), if any, and the provision of Bid Protections to such Stalking Horse Bidders, if necessary; and (f) grants related relief. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.**

Any party that wishes to take part in the sale process contemplated by the Bidding Procedures Order and submit a Bid for the Assets must submit its Bid in accordance with the terms and conditions of the Bidding Procedures, including the requirements for submitting a Qualified Bid, by April 24, 2026 at 4:00 p.m. (prevailing Central Time) (the "*Bid Deadline*"); *provided*, that the Bid Deadline is subject to change, and the Debtors shall notify the Consultation Parties and all other interested parties of any such change by notice filed on the docket in the Chapter 11 Cases.

Pursuant to the Bidding Procedures Order, if the Debtors receive two or more timely and acceptable Qualified Bids for the same Assets, the Debtors will conduct the Auction on **April 28, 2026, at 9:00 a.m. (prevailing Central Time)** at the offices of counsel for the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, or at such other place and time, including but not limited to a remote auction held online, as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction. Only the Debtors, the Consultation Parties, the Stalking Horse Bidders (if any), any other Qualified Bidder and/or other parties as the Debtors may determine to include in their discretion, in each case along with their representatives and advisors, shall be entitled to attend the Auction (such attendance to be in person), and only Qualified Bidders will be entitled to make Overbids at the Auction. The Debtors have the right to adjourn or cancel the Auction during, or at any time prior to, the Auction.

Pursuant to the Bidding Procedures Order, the Debtors (in consultation with the Consultation Parties) are authorized to enter into one or more agreements (each, a "***Stalking Horse Agreement***") with one or more Stalking Horse Bidders regarding a Transaction. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to (i) all parties on the Master Service List (as defined in the Motion), (ii) counsel for any statutory committee appointed in the Chapter 11 Cases, (iii) counsel to the WBS Ad Hoc Group, (iv) all parties then known to have expressed an interest in the Assets as part of the marketing process approved by the Bidding Procedures Order, and (v) all parties holding liens on the Assets, notice and an opportunity to object on the earlier of (i) five (5) business days from filing and serving of the Bid Protections Notice and (ii) the Post-Auction Objection Deadline, to the designation of such Stalking Horse Bidder and the Bid Protections being provided to such Stalking Horse Bidder. Absent objection, the Debtors may submit a proposed order to the Court

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures.

under either a certificate of no objection or, if an objection, formal or informal, is lodged but consensually resolved, a certificate of counsel approving the selection of such Stalking Horse Bidder, which proposed order shall be reasonably satisfactory to the Required DIP Lenders; *provided, however*, if a timely objection is made to the Debtors' designation of a Stalking Horse Bidder and/or the proposed Bid Protections for such Stalking Horse Bidder, which objection is not consensually resolved, then the Debtors shall seek a hearing before the Court at which the Court will consider such objection and rule on whether the Debtors' designation of the applicable Stalking Horse Bidders, including, but not limited to, any Bid Protections proposed for such Stalking Horse Bidders, will be approved and the Debtors' designation of such Stalking Horse Bidders and any Bid Protections proposed for such Stalking Horse Bidders shall not be approved unless and until the Court enters an order approving such designation and/or Bid Protections and, in such instance, solely to the extent set forth in the Court's order.

The Sale Hearing to consider approval of any Transaction and the transfer of certain Assets and the Assumed Liabilities to the Successful Bidder(s), free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon in accordance with section 363(f) of the Bankruptcy Code, will be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 400, Houston, TX 77002 on [●], 2026, at [●] (prevailing Central Time). The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by notice filed on the docket in the Chapter 11 Cases.

Any and all objections to the Debtors' proposed sale of their Assets free and clear of any and all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon (a "*Sale Objection*") shall be filed and served on the Objection Recipients not later than April 24, 2026, at 4:00 p.m. (prevailing Central Time) (the "*Sale Objection Deadline*").

Objections to the Transaction(s), if any, on the basis of the conduct at an auction or the ability of a winning bidder to provide adequate assurance of future performance of assumed and assigned contracts must be filed and served so as to be actually received by the Objection Recipients (as defined below) (i) no later than **April 30, 2026 at 4:00 p.m. (prevailing Central Time)** or (ii) in the event that the date(s) of the Bid Deadline and/or Auction are changed, such later date(s) as shall be filed on the docket in the Chapter 11 Cases. The "***Objection Recipients***" are:

i. the Debtors, 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) 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, 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. the 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).

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION:

ANY PART OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE A SALE OBJECTION ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE ENTERED BIDDING PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE TRANSFERRED ASSETS OF THE DEBTORS' ESTATES FREE AND CLEAR OF PLEDGES, LIENS, SECURITY INTERESTS, ENCUMBRANCES, CLAIMS, CHARGES, OPTIONS, AND OTHER INTERESTS THEREON EFFECTED THEREUNDER.

This Notice is subject to the terms and conditions of the Bidding Procedures and the Bidding Procedures Order, with the Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Assets and/or copies of any related document, including the Motion, the Bidding Procedures Order, any Stalking Horse Agreements, or the Bidding Procedures may make a written request to: (i) counsel to the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York NY 10020, Attn: Ted A. Dillman, Esq. (ted.dillman@lw.com), Natasha Hwangpo, Esq. (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); or (ii) 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). In addition, copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and this Notice may be examined by interested parties free of charge at the website established for the Chapter 11 Cases by the Debtors' Court-approved claims agent Omni Agent Solutions, Inc.: https://omniagentsolutions.com/FATBrands-TwinHospitality.

[*Remainder of this page intentionally left blank*]

Dated: [●], 2026

HUNTON ANDREWS KURTH LLP
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Ashley L. Harper (TX Bar No. 24065272)
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– and –

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Co-Counsel for the Debtors
and Debtors in Possession

Annex 3

Assumption Notice

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

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

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

YOU ARE RECEIVING THIS NOTICE (THE "*ASSUMPTION NOTICE*") OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED AND ASSIGNED IN CONNECTION WITH A SALE OF THE DEBTORS' ASSETS AND THE PROPOSED CURE AMOUNTS WITH RESPECT THERETO (THE "*ASSUMPTION NOTICE*") BECAUSE YOU MAY BE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS. PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS DESCRIBED HEREIN.

Your rights may be affected by the transactions described herein. Please read the below carefully and take notice that:

On January 26, 2026, FAT Brands Inc. and its debtor-affiliates (collectively the "***Debtors***") filed voluntary petitions commencing the above-captioned cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").

On March 12, 2026, the Debtors filed a motion [Docket No. ●] (the "***Motion***"), that requested the entry of an order approving, among other things, the Bidding Procedures (as defined below) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of the Assets through one or more sales (each, a "***Transaction***").

On [●], 2026, the Bankruptcy Court entered the *Order (I) Approving Bidding Procedures for Sale of Debtors' Assets; (II) Establishing Procedures for Debtors' Assumption and Assignment*

[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.

of Certain Executory Contracts and Unexpired Leases in Connection Therewith; (III) Scheduling Dates for an Auction and a Hearing to Consider Approval of Any Resulting Sale; (IV) Approving Form and Manner of Notices Related Thereto; and (V) Granting Related Relief [Docket No. ●] (the "***Bidding Procedures Order***"). Among other things, the Bidding Procedures Order: (i) approves the bidding procedures attached to the Bidding Procedures Order as **Annex 1** (the "***Bidding Procedures***"),[2] (ii) establishes procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "***Assumption and Assignment Procedures***"); (iii) schedules (a) a date for an auction if the Debtors receive one or more timely and acceptable Qualified Bids (the "***Auction***") and (b) a final hearing (the "***Sale Hearing***") to approve one or more Transactions, as necessary; (iv) approves the form and manner of notice of (a) the Auction and Sale Hearing and (b) the Assumption and Assignment Procedures; (v) approves the procedures governing the Debtors' selection of one or more stalking horse bidders (each, a "***Stalking Horse Bidder***"), if any, and the provision of Bid Protections to such Stalking Horse Bidders, if necessary; and (vi) grants related relief. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.**

The Assumption and Assignment Procedures govern the assumption and assignment of executory contracts and unexpired leases that the Debtors believe they might seek to assume and assign in connection with each Transaction (collectively, the "***Designated Contracts***") to a purchaser and the determination of related Cure Costs (as defined below). The Debtors are parties to numerous Designated Contracts and, in accordance with the Bidding Procedures Order, hereby file this notice identifying (i) the Designated Contracts, which may be assumed and assigned to a Stalking Horse Bidder, if any, or such other Successful Bidder in connection with one or more Transactions, and (ii) the proposed cure amount, if any, that the Debtors believe is required to be paid to the applicable Counterparty under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for each of the Designated Contracts through the closing of a sale (collectively, the "***Cure Costs***"), both as set forth on **Exhibit 1** attached hereto (the "***Designated Contracts List***"). Other than the Cure Costs listed on **Exhibit 1**, the Debtors are not aware of any amounts due and owing under the Designated Contracts listed therein.

The hearing to approve the sale of the Assets (the "***Sale Hearing***") will be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 400, Houston, TX 77002 **on [May 1], 2026 at [●] (prevailing Central Time)**.

The listing of a Designated Contract on **Exhibit 1** does not constitute an admission that the Designated Contract is an executory contract or unexpired lease as contemplated by section 365(a) of the Bankruptcy Code or that the Debtors have any liability thereunder, and the Debtors expressly reserve all of their rights, claims, causes of action, and defenses with respect to the Designated Contracts listed on **Exhibit 1**.

To the extent a counterparty included in the Designated Contracts List objects to (i) the proposed assumption and assignment of the applicable Designated Contract (other than an Adequate Assurance Objection (as defined below)) or (ii) the proposed Cure Costs, if any, such

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures.

counterparty must file and serve an objection (a "***Contract Objection***"). All Contract Objections must (i) state, with specificity, the legal and factual basis for the objection as well as what Cure Costs are required, if any, (ii) include appropriate documentation in support thereof, and (iii) be filed and served on the Objection Recipients (as defined below) no later than **April 24, 2026, at 11:59 p.m. (prevailing Central Time)** (the "***Contract Objection Deadline***"). Contract Objections must be filed not later than (i) the Contract Objection Deadline in the event that such revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (ii) two (2) days prior to the Sale Hearing in the event that such revised Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, (iii) prior to the commencement of the Sale Hearing in the event that such revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, or (iv) at the Sale Hearing in the event that such revised Assumption Notice was filed within one (1) business day of the Sale Hearing. For the avoidance of doubt, if a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

The "***Objection Recipients***" are:

i. the Debtors, 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) 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, 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. the 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 A COUNTERPARTY TO A DESIGNATED CONTRACT FILES A CONTRACT OBJECTION IN A MANNER THAT IS CONSISTENT WITH THE REQUIREMENTS SET FORTH ABOVE, AND THE PARTIES ARE UNABLE TO CONSENSUALLY RESOLVE THE DISPUTE PRIOR TO THE SALE HEARING, THE AMOUNT TO BE PAID OR RESERVED WITH RESPECT TO SUCH OBJECTION WILL BE DETERMINED AT THE SALE HEARING, SUCH LATER HEARING DATE THAT THE DEBTORS DETERMINE IN THEIR DISCRETION, OR SUCH OTHER DATE DETERMINED BY THE COURT. ALL OTHER OBJECTIONS TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE DEBTORS' RIGHT, TITLE, AND INTEREST IN, TO, AND UNDER THE DESIGNATED CONTRACTS WILL BE HEARD AT THE SALE HEARING. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THE DISPUTE IS RESOLVED OR DETERMINED UNFAVORABLY TO THE DEBTORS, THE DEBTORS MAY WITHDRAW THE PROPOSED ASSUMPTION OF THE APPLICABLE CONTRACT AFTER SUCH DETERMINATION BY FILING A NOTICE OF WITHDRAWAL, WHICH, IN THE CASE OF A LEASE, SHALL BE PRIOR TO THE EXPIRATION OF THE APPLICABLE DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE. THE DEBTORS SHALL FILE NOTICE OF THEIR INTENTION TO RESERVE A CURE AMOUNT OR TO ADJOURN THEIR REQUEST FOR ASSUMPTION. ANY SUCH ADJOURNMENT MAY BE RESOLVED AFTER THE CLOSING DATE OF THE APPLICABLE SALE TRANSACTION IN THE DEBTORS' DISCRETION.

The identity of the Successful Bidder and Backup Bidder (if any) shall be disclosed in a subsequent notice to be delivered to counterparties to the applicable Designated Contracts following the Auction. Any objections to the ability of the Successful Bidder or Backup Bidder to provide adequate assurance of future performance (each, an "***Adequate Assurance Objection***") must be filed with the Court (i) no later than **April 30, 2026 at 4:00 p.m. (prevailing Central Time)** or (ii) in the event that the date(s) of the Bid Deadline and/or Auction are changed, such later date(s) as shall be filed on the docket in the Chapter 11 Cases (the "***Post-Auction Objection Deadline***").

If the counterparty to a Designated Contract does not timely file and serve a Contract Objection that is consistent with the requirements set forth above by the Contract Objection Deadline (with respect to all objections other than Adequate Assurance Objections) or the Post-Auction Objection Deadline (with respect to Adequate Assurance Objections only), such counterparty will be deemed to have consented to the assumption and assignment of the Designated Contract to a Successful Bidder, notwithstanding any anti-alienation provision or other restriction on assumption or assignment in the Designated Contract, and shall be forever barred

from asserting any objection with regard to such assumption and assignment and/or Cure Costs set forth in **Exhibit 1**.

Although the Debtors have made a good-faith effort to identify all Designated Contracts that might be assumed and assigned in connection with a Transaction, the Debtors may discover certain contracts inadvertently omitted from the Designated Contract List or the Successful Bidder(s) may identify other executory contracts or unexpired leases that they desire to assume and assign in connection with the Transaction. Accordingly, the Debtors have reserved the right, at any time after the filing and service of the Assumption Notice and before the closing of a Transaction, to (i) supplement the list of Designated Contracts on this Assumption Notice with previously omitted Designated Contracts in accordance with the Final Purchase Agreement, (ii) remove a Designated Contract from the list of contracts ultimately selected as a Designated Contract that a Successful Bidder proposes be assumed and assigned to it in connection with a Transaction, and/or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

In the event that the Debtors supplement the list of Designated Contracts or modify the previously stated Cure Cost for a particular Designated Contract, the Debtors will promptly file and serve a revised Assumption Notice on each counterparty affected. Such counterparties shall file any Contract Objections with respect to the revised Assumption Notice not later than (i) the Contract Objection Deadline in the event that such revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (ii) two (2) days prior to the Sale Hearing in the event that such revised Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, (iii) prior to the commencement of the Sale Hearing in the event that such revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, or (iv) at the Sale Hearing in the event that such revised Assumption Notice was filed within one (1) business day of the Sale Hearing. For the avoidance of doubt, if a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

This Notice is subject to the terms and conditions of the Bidding Procedures and the Bidding Procedures Order, with the Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Assets and/or copies of any related document, including the Motion, the Bidding Procedures Order, any Stalking Horse Agreements, or the Bidding Procedures may make a written request to: (i) counsel to the Debtors, Latham & Watkins LLP, (1) 1271 Avenue of the Americas, New York NY 10020, Attn: Natasha Hwangpo, Esq. (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, Esq. (ted.dillman@lw.com); or (ii) 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). In addition, copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and this Notice may be examined by interested parties

free of charge at the website established for the Chapter 11 Cases by the Debtors' Court-approved claims agent Omni Agent Solutions, Inc.: https://omniagentsolutions.com/FATBrands-TwinHospitality.

The inclusion of a Designated Contract on this Assumption Notice (or any revised Assumption Notice) will not obligate the Debtors to assume any Designated Contract listed thereon or the Successful Bidder(s) to take assignment of such Designated Contract and, as set forth above, the Debtors reserve the right to modify the list of Designated Contracts in accordance with the Bidding Procedures Order, including to remove executory contracts or unexpired leases from such list. Only those Designated Contracts that are included on a schedule of assumed and assigned executory contracts and unexpired leases attached to the Final Purchase Agreement with the Successful Bidder(s) will be assumed and assigned to the Successful Bidder(s).

Dated: [●], 2026

HUNTON ANDREWS KURTH LLP
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Co-Counsel for the Debtors
and Debtors in Possession

Exhibit 1

Designated Contracts List

Counterparty to Debtor(s)	Title/Description of Contract/Lease	Debtor Party(ies)	Cure Amount
[●]	[●]	[●]	[●]

Annex 4

Post-Auction Notice

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

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

NOTICE OF SUCCESSFUL AND BACKUP BIDDERS
WITH RESPECT TO THE AUCTIONS OF THE DEBTORS' ASSETS

Your rights may be affected by the transactions described herein. Please read the below carefully and take notice that:

On January 26, 2026, FAT Brands Inc. and its debtor-affiliates (collectively the "***Debtors***") filed voluntary petitions commencing the above-captioned cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").

On [●], 2026 the Court entered the *Order (I) Approving Bidding Procedures for Sale of Debtors' Assets; (II) Establishing Procedures for Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; (III) Scheduling Dates for an Auction and a Hearing to Consider Approval of Any Resulting Sale; (IV) Approving Form and Manner of Notices Related Thereto; and (V) Granting Related Relief* [Docket No. ●] (the "***Bidding Procedures Order***") (i) approving bidding procedures attached as **Annex 1** to the Bidding Procedures Order (the "***Bidding Procedures***")[2] by which the Debtors will solicit and select the highest or otherwise best offer for the sale of the Assets through one or more sales (each, a "***Transaction***"); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "***Assumption and Assignment Procedures***"); (iii) scheduling (a) a date for an auction if the Debtors receive one or more timely and acceptable Qualified Bids (the "***Auction***") and (b) a final hearing (the "***Sale Hearing***") to approve one or more Transactions, as necessary; (iv) approving the form and manner of notice of (a) the Auction and Sale Hearing, and (b) Assumption and Assignment Procedures; (v) approving the procedures governing the Debtors' selection of one or more stalking horse bidders (each, a "***Stalking Horse Bidder***"), if any, and the provision of Bid Protections to such

[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 shall have the meanings ascribed to them in the Bidding Procedures.

Stalking Horse Bidders, if necessary; and (vi) granting related relief. This notice (this "***Notice***") is being provided pursuant to the Bidding Procedures Order.

[On [April 28], 2026, pursuant to the Bidding Procedures Orders, the Debtors conducted the Auction with respect to the Assets.]

[At the conclusion of the Auction,] the Debtors, in consultation with their professionals and the Consultation Parties, selected the following Successful Bidder(s) and Backup Bidder(s) with respect to the Assets:

Asset(s)	Successful Bidder	Backup Bidder
[●]	[●]	[●]

[The Debtors entered into [an/more than one (as applicable)] asset purchase agreement (the "***APA***"), by and between such Debtors and [●], a copy of which is attached hereto as **Exhibit 1**, pursuant to which the Debtors shall sell substantially all of the Assets to the Successful Bidder.]

THE APA CONTEMPLATES CONSENSUAL, MUTUAL RELEASES BY THE DEBTORS, THEIR ESTATES, AND CERTAIN AFFILIATED PARTIES, ON THE ONE HAND, OF THE SUCCESSFUL BIDDER AND CERTAIN AFFILIATED PARTIES, ON THE OTHER HAND (SUCH RELEASES, THE "*RELEASES*"). THE DEBTORS HAVE REQUESTED THAT THE COURT APPROVE THE RELEASES IN CONNECTION WITH APPROVAL OF THE APA AND, UPON APPROVAL OF THE APA AND CONSUMMATION OF THE TRANSACTION CONTEMPLATED THEREBY, SUCH RELEASES SHALL BE BINDING AND EFFECTIVE IN ALL RESPECTS.

Any objections to the sale of the Assets (including the releases to be effectuated in connection therewith) must be filed on the docket in the Chapter 11 Cases and served so as to be actually received by the Objection Recipients (as defined below) and counsel to the Successful Bidder (if known) no later than **[April 30], 2026, at 4:00 p.m.** (prevailing Central Time).

The "***Objection Recipients***" are:

i. the Debtors, 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) 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606, 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. the 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).

The Sale Hearing to consider approval of (i) any Transaction, (ii) transfer of the Assets to the Successful Bidder, **free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests thereon** other than the Assumed Liabilities, in accordance with section 363(f) of the Bankruptcy Code, and (iii) approval of the releases contemplated by the APA, will be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom 400, Houston, TX 77002 on **[May 1], 2026, at [●] (prevailing Central Time)**. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by notice filed on the docket in the Chapter 11 Cases.

Except as otherwise provided with respect to Stalking Horse Bidders, any objections (i) to the manner in which the Auction was conducted, (ii) to the identity of the Successful Bidder, and/or (iii) based on the ability of the Successful Bidder to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases contemplated to be assumed and assigned to the Successful Bidder must be filed with the Court by: [April 30], 2026, at 4:00 p.m. (prevailing Central Time). For the avoidance of doubt, if a Bid Protections Notice is filed at least seven (7) days prior to the Contract Objection Deadline, then the deadline for applicable Counterparties to object to the adequate assurance of future performance by the proposed Stalking Horse Bidder shall be the Contract Objection Deadline.

At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid, and the assumption and assignment of the Selected Designated Contracts (as defined in the Bidding Procedures Order) to the Successful Bidder. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale of the Assets and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder cannot or refuses to consummate the relevant Transaction because of a breach or failure on the part of the Successful Bidder, the Backup Bidder will be deemed the new Successful Bidder and the Debtors shall be authorized, but not required, upon approval of the Backup Bid following notice and a hearing, to close such Transaction with the Backup Bidder on the Backup Bid upon further order of the Court.

This Notice is subject to the terms and conditions of the Bidding Procedures and the Bidding Procedures Order, with the Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Assets and/or copies of any related document, including the Motion, the Bidding Procedures Order, any Stalking Horse Agreements, or the Bidding Procedures may make a written request to: (i) counsel to the Debtors, Latham & Watkins LLP, (1) 1271 Avenue of the Americas, New York NY 10020, Attn: Natasha Hwangpo, Esq. (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, Attn: Ted A. Dillman, Esq. (ted.dillman@lw.com); or (ii) 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). In addition, copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and this Notice may be examined by interested parties free of charge at the website established for the Chapter 11 Cases by the Debtors’ Court-approved claims agent Omni Agent Solutions, Inc.: https://omniagentsolutions.com/FATBrands-TwinHospitality.

[*Remainder of this page intentionally left blank*]

Dated: [●], 2026

/s/ [DRAFT]

HUNTON ANDREWS KURTH LLP
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Co-Counsel for the Debtors
and Debtors in Possession

Exhibit 1

APA

(*To Come*)