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)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF THE STIPULATION AND AGREED ORDER REGARDING MEDIATED AGREEMENT

Emergency relief has been requested. Relief is requested not later than 12:00 p.m. (prevailing Central Time) on March 19, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 19, 2026, at 12:00 p.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's home page. The meeting code is "JudgePerez." Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Pérez's home page. Select the case name, complete the required fields, and click "Submit" to complete your appearance.

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

PRELIMINARY STATEMENT

1. As the Court is aware, one of the central issues in the Chapter 11 Cases to date has been the involvement of the Debtors' Chief Executive Officer, Andrew Wiederhorn (the "***Executive***"), who is also the controlling shareholder of Debtor FAT Brands, Inc. ("***FAT Brands***") through the affiliated entity Fog Cutter Holdings LLC ("***Fog Cutter***"). Specifically, the ad hoc group of Securitization Noteholders (the "***WBS Ad Hoc Group***") takes issue with the Executive's management of FAT Brands and Twin Hospitality Group Inc. ("***Twin Hospitality***" and, together with FAT Brands, the "***Parents***") as it relates to the Parents' obligations to FAT Brands Royalty I, LLC, FAT Brands GFG Royalty I, LLC, FAT Brands Fazoli's Native I, LLC, and Twin Hospitality I, LLC (collectively, the "***Securitization Entities***"). *See generally* Trustee Motion & Suspension Motion (each as defined below).

2. Contemporaneous with the chapter 11 filing, the Debtors and the WBS Ad Hoc Group commenced mediation (the "***Mediation***")[2] led by Judge Marvin Isgur, as mediator (the "***Mediator***"), to among other things, develop a path forward in the Chapter 11 Cases (as defined below), discuss the Debtors' corporate governance and management (including the Executive), and secure necessary debtor-in-possession financing. Shortly after its appointment, the official committee of unsecured creditors (the "***Committee***") joined the Mediation as well.

3. For weeks, the Mediation parties engaged in arm's-length, vigorous negotiations, exploring various potential settlement structures with the Debtors, the Committee, the WBS Ad

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

Hoc Group, and each of their respective counsels and advisors. Through the Mediator's substantial efforts and contributions, and the good-faith negotiation of all parties, the Mediation has proved fruitful, culminating in: (i) an agreement providing for a transition of full governance to the Special Committees and a new Chief Executive Officer (to be selected by the Special Committees and acceptable to the WBS Ad Hoc Group, which may be, among others, the Chief Restructuring Officer or the Deputy Chief Restructuring Officer), and (ii) the WBS Ad Hoc Group agreeing to provide debtor-in-possession financing to both the Securitization Entities and the Parents, to support the continued orderly operation of the Debtors' businesses and finance a going-concern sale process. The terms of the mediated agreement are memorialized in the proposed order attached hereto (the "***Stipulation and Agreed Order***").

4. The Stipulation and Agreed Order reflects a sound exercise of the Debtors' business judgement. The Debtors believe that the mediated agreement reflected therein is fair, reasonable, and in the best interests of the Debtor's estates, and is an integral part of moving the Chapter 11 Cases forward in a productive and efficient manner. The Debtors, their estates, and all stakeholders will benefit from much needed financing, the ability and support to conduct an orderly sale process, and independent governance to stabilize the Debtors' businesses and maximize value for all. As such, the Debtors respectfully request the Court enter and approve the Stipulation and Agreed Order.

RELIEF REQUESTED

5. The Debtors seek entry of the Stipulation and Agreed Order by and among the Debtors, the Executive, the Committee, and the WBS Ad Hoc Group (collectively, the "***Parties***") and authorization of the Debtors' entry into and performance thereunder.

JURISDICTION AND VENUE

6. 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 under 28 U.S.C. § 157(b), and this Court may enter a final order consistent with Article III of the United States Constitution.

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

8. The statutory and legal predicates for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***"), rules 6006 and 9019 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Bankruptcy Local Rules***"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "***Complex Case Procedures***").

BACKGROUND

9. 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 Committee. *See* Docket No. 186. No trustee or examiner has been appointed in the Chapter 11 Cases.

10. FAT Brands, Twin Hospitality, and their 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***"), which is fully incorporated herein by reference.[3]

MEDIATION PROCESS

12. On January 28, 2026, pursuant to the Mediation Order, the Debtors commenced Mediation with the WBS Ad Hoc Group in an effort to consensually resolve certain issues related to the Chapter 11 Cases, including 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]; *The Ad Hoc Group of Securitization Noteholders' Motion for an Order Appointing a Chapter 11 Trustee for the Securitization Debtors* [Docket No. 63] (the "***Trustee Motion***"); *The Ad Hoc Group of Securitization Noteholders' Emergency Motion for an Order (I) Temporarily Suspending Andrew Wiederhorn as Chief Executive Officer, (II) Vesting Authority*

[3] Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the First Day Declaration or the Stipulation and Agreed Order (each as defined below), as applicable.

in the Debtors' Special Committee, and (III) Granting Related Relief [Docket No. 182] (the "***Suspension Motion***"); the Debtors' corporate governance; and debtor-in-possession financing for the Chapter 11 Cases. On February 13, 2026, the Committee joined the Mediation pursuant to the *Stipulated Order Joining Additional Parties to the Mediation* [Docket No. 246]. Shortly thereafter, to address certain conflicts of interest at FAT Brands, FAT Brands engaged Pachulski Stang Ziehl & Jones LLP ("***PSZJ***"), as conflicts and mediation counsel, and Moelis & Company LLC ("***Moelis***"), as financial advisor, investment banker, and placement agent, in early February. Both PSZJ and Moelis were involved in the Mediation and advised the Parent with respect thereto.

13. On March 11, 2026, following numerous rounds of good-faith negotiations and countless calls between the Parties, the Mediator proposed a governance transition framework (the "***Final Mediation Proposal***") and the Parties reached an agreement in principle with respect to certain fundamental issues. Such agreement is memorialized in the Stipulation and Agreed Order.

STIPULATION AND AGREED ORDER

14. The key terms of the Stipulation and Agreed Order are as follows (all of which are set forth more fully in, and qualified in their entirety by, the Stipulation and Agreed Order):[4]

- the Executive agrees to take a temporary leave of absence (as of the Settlement Effective Date) from all roles at the Debtors and to have no involvement or contact with the Debtors or their operations, other than as set forth below, but the Executive retains the ability to bid in the Debtors' sale process on equal terms to other third-party bidders;

- all members of the boards of directors of the Debtors (other than the Special Committee Directors) shall resign from their board seats but, for the avoidance of doubt, maintain their access to insurance coverage and rights of indemnification and receive their unpaid compensation and fees through March 31, 2026;

[4] The below summary is qualified in its entirety by the provisions of the Stipulation and Agreed Order.

- the Debtors shall terminate the employment of the Executive's family members with all rights and claims of the Debtors, the Committee, and any other party against the Executive Family Members, including with respect to such compensation, being fully preserved;

- the sole and exclusive authority to manage the Debtors' affairs shall vest in the Special Committee and any individual selected by the Special Committee to serve as the Chief Executive Officer (the "***New Chapter 11 CEO***", which may be the Debtors' Chief Restructuring Officer or Deputy Chief Restructuring Officer, a business executive, or any other person selected by the Special Committee, which person will be subject to approval by the WBS Ad Hoc Group);

- subject to entry of the interim order (the "***Interim DIP Order***" and the debtor-in-possession financing facility thereunder, the "***DIP Facility***"), the DIP Facility[5] and approved budget related thereto shall provide for the following disbursements:

    - $3,000,000 to be funded to FAT Brands in the first draw of the DIP Facility for an initial payment to the Executive upon entry of the Interim DIP Order and closing and funding of the DIP Facility (the "***Initial Governance Agreement Payment***");

    - $2,000,000 to be funded to FAT Brands for payment to the Executive on April 30, 2026, May 29, 2026, June 30, 2026, and July 31, 2026, each in increments of $500,000; and

    - the total amount of all unpaid compensation and fees of the members of the boards of directors of the FAT Brands and Twin Hospitality (other than the Special Committee Directors) through March 31, 2026, in full satisfaction of any and all liabilities of any Debtor, which amount is to be funded to such members no later than April 1, 2026.

- upon the occurrence of the Settlement Effective Date, the WBS Ad Hoc Group shall withdraw the Trustee Motion and Suspension Motion.

15. The Stipulation and Agreed Order does **not** provide any releases, including any releases for the Executive. And while certain payments are required to be made to the Executive, the Debtors believe that the benefits they will receive far outweigh these costs.

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[5] Additional information regarding the DIP Facility can be found in the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (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* (the "***DIP Motion***"), filed contemporaneously herewith. The proposed Interim DIP Order is attached to the DIP Motion as Exhibit A.

16. Importantly, the Stipulation and Agreed Order represents a significant accomplishment for the Debtors and is the product of arm's-length negotiations and good-faith participation in the Mediation, as well as the indispensable guidance of the Mediator. Subject to the Court's approval, the Stipulation and Agreed Order will resolve some of the critical challenges in the Chapter 11 Cases and clear the path for the Debtors to pursue a value-maximizing sale on an expedited basis. Further, approval of the Settlement Agreement is a prerequisite to the DIP financing. In addition, the Stipulation and Agreed Order conserves estate resources that would have been expended had litigation regarding the Trustee Motion or the Suspension Motion continued and allows the Debtors and their advisors to focus on the Debtors' business operations and maximizing value through a sale. The Debtors have determined, in their business judgment and with the assistance of their advisors, that it is in the best interests of the Debtors and their estates to enter into the Stipulation and Agreed Order.

BASIS FOR RELIEF

I. SETTLEMENTS ARE FAVORED IN BANKRUPTCY, AND A DEBTORS' BUSINESS JUDGMENT IS GIVEN SIGNIFICANT DEFERENCE.

17. Bankruptcy Rule 9019(a) provides, in relevant part:

> On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee . . . and indenture trustee as provided in Rule 2002 and to any other entity as the court may direct.

Fed. R. Bankr. P. 9019(a). "To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy." *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996) (internal quotations omitted) (citing 9 Collier on Bankruptcy ¶ 9019.03[1] (15th ed. 1993)). Settlements are considered a "desirable and wise method[] of bringing to a close proceedings otherwise lengthy, complicated, and costly." *Rivercity v. Herpel (In re Jackson*

Brewing Co.), 624 F.2d 599, 602 (5th Cir. 1980) (citations omitted) (decided under the Bankruptcy Act).

18. Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed settlement is fair, reasonable, and in the best interest of the estate. *See Official Comm. of Unsecured Creditors v. Moeller* (*In re Age Refin., Inc.*), 801 F.3d 530, 540 (5th Cir. 2015). Ultimately, approval of a compromise is within the "sound discretion" of the bankruptcy court. *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 298 (5th Cir. 1984); *see also Jackson Brewing Co.*, 624 F.2d at 602–03 (same). In this regard, "[t]he settlement need not result in the best possible outcome for the debtor, but must not fall beneath the lowest point in the range of reasonableness." *In re Victory Med. Ctr. Mid-Cities, LP*, 601 B.R. 739, 749 (Bankr. N.D. Tex. 2019) (citations omitted) (collecting cases).

19. Generally, the role of the bankruptcy court is not to decide the issues in dispute when evaluating a settlement. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). Instead, the court should determine whether the settlement as a whole is fair and equitable. *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968).

20. "Great judicial deference is given to the [debtor's] exercise of business judgment." *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) (citation omitted). "As long as [the decision] appears to enhance a debtor's estate, court 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." *Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (citation omitted).

21. The Stipulation and Agreed Order represents the Parties' belief that the terms set forth therein will be a source of positive momentum for the Debtors and the Chapter 11 Cases. In their business judgment, the Debtors believe that the mediated agreement represents a fair and reasonable compromise of outstanding disputes that are in the best interests of the Debtors' estates and all stakeholders.

II. STIPULATION AND AGREED ORDER SATISFIES THE THREE-FACTOR TEST COURTS IN THE FIFTH CIRCUIT EMPLOY TO ANALYZE PROPOSED SETTLEMENTS.

22. The Fifth Circuit has established the following three-factor balancing test under which bankruptcy courts are to analyze the reasonableness of proposed settlements: (a) "[t]he probability of success in [litigating the claim subject to settlement,] with due consideration for the uncertainty in fact and law; (b) [t]he complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and (c) [a]ll other factors bearing on the wisdom of the compromise." *Official Comm. of Unsecured Creditors v. Cajun Elec. Power Coop., Inc.* (*In re Cajun Elec. Power Coop.*), 119 F.3d 349, 356 (5th Cir.1997); *Jackson Brewing,* 624 F.2d at 602.

23. Under the rubric of the third factor referenced above, the Fifth Circuit has specified two additional factors that bear on the decision to approve a proposed settlement. ***First***, the court should consider "the paramount interest of creditors with proper deference to their reasonable views." *Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortg. Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995); *see also Age Refin., Inc.*, 801 F.3d at 540 (noting the *Foster Mortgage* factors). ***Second***, the court should consider the "extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion." *Age Refin., Inc.*, 801 F.3d at 540; *Foster Mortg. Corp.*, 68 F.3d at 918 (citations omitted). In the context of settlement involving an insider, the Fifth Circuit will consider the degree to which creditors are involved in

the negotiation of the settlement. *See Foster Mortg. Corp.*, 68 F.3d at 918 (vacating and remanding the bankruptcy court's approval of a debtor's settlement with its parent company where it concluded that the bankruptcy court failed to take into consideration "that nearly all creditors in interest opposed this settlement and that the settlement was reached between insiders without the participation of the creditors.").

24. While the Debtors bear the burden of establishing that the balance of the above factors leads to a fair and equitable compromise, "[t]he burden is not high." *In re Allied Props., LLC*, No. 06-33754, 2007 WL 1849017, at * 4 (Bankr. S.D. Tex. June 25, 2007) (citation omitted). Rather, the Debtors "need only show that [their] decision falls within the 'range of reasonable litigation alternatives.'" *Id*. (citation omitted).

25. "In evaluating a Rule 9019 settlement, a bankruptcy court need not conduct a minitrial to determine the probable outcome of any claims waived in the settlement." *Age Refin., Inc.*, 801 F.3d at 541 (internal quotations omitted). Rather, "[t]he judge need only apprise himself of the relevant facts and law so that he can make an informed and intelligent decision." *In re Cajun Elec. Power Coop.*, 119 F.3d at 356; *see also TMT Trailer Ferry*, 390 U.S. at 425 (noting that a court should "compare the terms of the compromise with the likely rewards of litigation"). The court must canvas the issues and determine only whether the settlement "falls below the lowest point in the range of reasonableness." *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983). All the foregoing factors favor approval of the Stipulation and Agreed Order.

A. Uncertain Outcomes of the Trustee, Suspension, Cash Collateral and DIP Motions Weighs in Favor of Entry into the Stipulation and Agreed Order

26. ***First***, in the absence of the Stipulation and Agreed Order, the outcome of the Trustee Motion and the Suspension Motion are uncertain. The motions seek, among other things, suspension of the Executive from the Company and the appointment of a chapter 11 trustee on the

basis of a broad array of allegations, including fraud, dishonesty, and mismanagement by the Debtors' current management related to, among other things, alleged misappropriation of securitization cash collateral, improper insider payments, and breaches of fiduciary duty. Resolution of such a broad array of claims involves complex and disputed issues of fact and law, including whether the conduct constitutes "cause" under section 1104(a)(1) of the Bankruptcy Code, whether the alleged improper transfers to insiders were authorized or fraudulent, whether appointment of a trustee is in the best interests of the Debtors' estates under section 1104(a)(2) of the Bankruptcy Code, the extent and recoverability of claims for breach of fiduciary duty, fraudulent transfer, and breach of contract, and determination of damages. While the Debtors believe that they would have likely prevailed in the litigation of the Trustee Motion and Suspension Motion, the outcome is not a foregone conclusion.

27. In addition, in the absence of the Stipulation and Agreed Order, the Debtors faced the prospect of contested use of Cash Collateral and DIP financing. Without a settlement, it is possible that the Debtors would need to seek non-consensual use of cash collateral or, alternatively, would face objections from other Mediation Parties regarding DIP financing. The DIP financing offered by the WBS Ad Hoc Group would, undoubtedly, look different absent a settlement, including with respect to, among other key terms, the amount and structure of such financing. The outcome of these objections (and possible litigations) would likewise be uncertain and, although the Committee reserves all rights with respect to the DIP Facility, the Stipulation and Agreed Order substantially narrows the breadth of open issues between the Parties and has produced a level of consensus that is new to the Chapter 11 Cases.

B. Cost and Complexity of Continued Litigation with the Parties Weighs in Favor of Entry into the Stipulation and Agreed Order

28. ***Second***, considering the above, litigation of the Parties' disputes would be, and has been, time-consuming, expensive, distracting, and disruptive. In the absence of the Stipulation and Agreed Order, the Parties would be forced to litigate the Trustee Motion and the Suspension Motion and would likely have to litigate many other matters in the Chapter 11 Cases, such as cash collateral, sale process, plan confirmation, and potential claims for breach of fiduciary duty, fraudulent transfer, preference, corporate waste, and breach of contract. To date, the Parties have incurred significant costs in connection with litigating the Trustee Motion and Suspension Motion, including the briefing thereof and the production of discovery and preparation for depositions in connection therewith. And these disputes would likely become more expensive because, as noted, they involve disputed issues of fact as well as of law, requiring additional and protracted discovery, and evidentiary development. In the meantime, the ability of the Debtors to continue operating their businesses and pursuing a value-maximizing restructuring transaction would be severely impaired.

C. Entry into the Stipulation and Agreed Order is a Prudent Compromise

29. ***Third***, given the risks and substantial costs associated with continuing the Parties' disputes, and the substantial benefits of resolving those disputes through the Stipulation and Agreed Order, the Stipulation and Agreed Order is a prudent compromise. The Stipulation and Agreed Order delivers resolution of governance disputes, paves a path forward for the Chapter 11 Cases and much needed financing, avoids protracted and costly litigation over the appointment of a chapter 11 trustee, preserves estate resources that would otherwise be depleted by continued disputes, and allows the Debtors management team to focus on operations and the sale process. Moreover, and importantly, the mediated agreement resolves key issues related to the DIP Facility,

which will provide needed funding to stabilize the Debtors' businesses and facilitate an orderly sale process with their limited resources.

30. The Debtors believe the mediated agreement will be welcomed news as stakeholders will finally have assurance that the Debtors have sufficient funding and have new, independent management and oversight. Further, the Debtors believe that their stakeholders will find comfort that the Debtors are working collaboratively with their secured creditors (WBS Ad Hoc Group) and unsecured creditors (the Committee) on a sales process to maximize value.

D. Stipulation and Agreed Order Is the Product of Arm's-Length Negotiations and Is Supported by the Debtors' Major Creditors

31. Finally, the Stipulation and Agreed Order is not only fair and reasonable, but also the product of hard-fought, good-faith, and arm's-length negotiations facilitated by weeks of ongoing mediation with the WBS Ad Hoc Group and the Committee, which is, in and of itself, indicative of the lengths to which all Parties have gone to arrive at the Stipulation and Agreed Order. Although the Stipulation and Agreed Order contemplates payments to the Executive and the Executive Family Members, the Debtors believe such payments are part and parcel of the totality of the compromises set forth in the Stipulation and Agreed Order. The Executive would have otherwise earned compensation if he continued with the Debtors, is agreeing not to exercise any rights as a shareholder other than as requested by the Special Committee, and is also agreeing to use best efforts to promptly honor requests by the New Chapter 11 CEO or CROs for assistance or information, which is necessary to provide a smooth transition and minimize disruption. For the Executive Family Members, the payments are on account of earned compensation and in full satisfaction of any and all liabilities of the Debtors. Moreover, absent these compromises, the Debtors would not have been able to obtain the significant benefits provided under the Stipulation and Agreed Order or obtain the DIP Facility. For these reasons, the Debtors submit that entry into

the Stipulation and Agreed Order is fair, equitable, in the best interest of the Debtors' Estate, and moreover, meets each of the *Jackson Brewing* factors as well as the heightened standards espoused in *Foster Mortgage*.

32. For the reasons set forth herein, the Debtors submit that FAT Brands' entry into the Stipulation and Agreed Order will maximize the value of their estates for the benefit of all stakeholders and should be approved.

EMERGENCY CONSIDERATION

33. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1 and the Complex Case Procedures. As described in detail above, the agreements in the Stipulation and Agreed Order are integrally linked to the DIP Facility, which provides financing for the Chapter 11 Cases and will enable the Debtors to stabilize their businesses and pursue a value-maximizing sale process. To be clear, entry of the Stipulation and Agreed Order is a prerequisite to the much-needed DIP financing. Further, approval of the Stipulation and Agreed Order would also result in the withdrawal of the outstanding Trustee Motion and Suspension Motion and resolution of the disputed issues. The cost of ongoing litigation, and the impediments to such DIP Facility posed by not approving the Stipulation and Agreed Order on an emergency basis would cause ongoing immediate and irreparable harm, and would result in the detriment of all stakeholders and possibly further costly litigation. Accordingly, the Debtors submit that emergency consideration is appropriate.

RESERVATION OF RIGHTS

34. Except as expressly set forth herein, 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) an admission by the Debtors regarding any of the allegations in the Trustee Motion or otherwise. The Debtors' rights are reserved with respect to all claims (as defined in 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

35. Notice of this Motion will be given to the parties on the Debtors' Master Service List, the Executive, and all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

36. 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 request that the Court enter the Proposed Order, granting the relief requested in this Motion, and granting such other and further relief as is appropriate under the circumstances.

Signed: March 18, 2026
Houston, Texas

Respectfully submitted,

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

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Co-Counsel for the Debtors
and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on March 18, 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)

STIPULATION AND AGREED
ORDER REGARDING MEDIATED AGREEMENT

The above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***") and together with the following parties (each, a "***Party***" and, together with the Debtors, the "***Parties***"):

(i) Andrew Wiederhorn (the "***Executive***"), in his personal capacity and in his capacity as Chief Executive Officer and Chairman of FAT Brands Inc. ("***FAT Brands***"), Chief Executive Officer and Chairman of Twin Hospitality Group Inc. ("***Twin Hospitality***"), as an officer and/or board member of certain other Debtors, as a shareholder of certain of the Debtors, and in any other capacity with respect to any of the Debtors;

(ii) the ad hoc group (the "***WBS Ad Hoc Group***") of certain holders of the Debtors' fixed-rate securitization notes issued by FAT Brands Royalty I, LLC, FAT Brands GFG Royalty I, LLC, FAT Brands Fazoli's Native I, LLC, and Twin Hospitality I, LLC, represented by White & Case LLP and Houlihan Lokey Capital, Inc.; and

(iii) the official committee of unsecured creditors in the Chapter 11 Cases (the "***Committee***"), represented by Paul Hastings LLP and M3 Partners, LP

by and through their undersigned counsel, hereby enter into this stipulation and agreed order (this "***Stipulation and Agreed Order***"):

WHEREAS, on January 26, 2026 (the "***Petition Date***"), the Debtors filed voluntary petitions thereby commencing the chapter 11 cases under the jointly administered caption of *In re*

[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.

Fat Brands Inc., et al., Case Number 26-90126 (ARP) (collectively, the "***Chapter 11 Cases***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***");

WHEREAS, on the Petition Date, each of FAT Brands, Twin Hospitality, and certain other Debtors (collectively, the "***SC Entities***") formed special committees of its board (the "***Special Committees***") and appointed Neal Goldman and Patrick Bartels (collectively, the "***Special Committee Directors***") to serve as the members of the Special Committees;

WHEREAS, following discussions and an agreement that mediation may be an efficient and effective mechanism to consensually resolve certain issues relating to the Chapter 11 Cases, including, among other items, 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]; *The Ad Hoc Group of Securitization Noteholders' Motion for an Order Appointing a Chapter 11 Trustee for the Securitization Debtors* [Docket No. 63] (the "***Trustee Motion***"); *The Ad Hoc Group of Securitization Noteholders' Emergency Motion for an Order (I) Temporarily Suspending Andrew Wiederhorn as Chief Executive Officer, (II) Vesting Authority in the Debtors' Special Committee, and (III) Granting Related Relief* [Docket No. 182] (the "***Suspension Motion***"); and debtor-in-possession financing for the Chapter 11 Cases, the Debtors and the WBS Ad Hoc Group agreed to a proposed form of order providing for non-binding mediation before Judge Marvin Isgur (the "***Mediator***"), which the Debtors filed on January 28, 2026 [Docket No. 92];

WHEREAS, on January 28, 2026, the Court entered the *Stipulated Mediation Order Appointing Judge Marvin Isgur as Mediator* [Docket No. 105], which provided for non-binding mediation before the Mediator (the "***Mediation***"), with an outside termination date of February 19, 2026, subject to extension upon agreement;

WHEREAS, on February 6, 2026, the Office of the United States Trustee for the Southern District of Texas appointed the Committee [Docket No. 186];

WHEREAS, on February 13, 2026, the Court entered the *Stipulated Order Joining Additional Parties to the Mediation* [Docket No. 246], which joined the Committee as a party to the Mediation, and subsequently entered orders extending the termination date of the Mediation to March 3, 2026, and thereafter to March 9, 2026, and thereafter to March 17, 2026 [Docket Nos. 279, 335, and 406];

WHEREAS, on March 11, 2026, Judge Isgur delivered a final Mediation proposal to the Parties to which the Parties agreed in principle (the "***Final Mediation Proposal***") and is memorialized in this Stipulation and Agreed Order;

WHEREAS, concurrently herewith, the WBS Ad Hoc Group has proposed, and the Debtors intend to seek, approval of the DIP Facility (as defined below);

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties hereby stipulate and agree as follows:

1. **Conditions Precedent.** Performance under this Stipulation and Agreed Order is conditioned on each of the following having occurred (the date on which such conditions have occurred, the "***Settlement Effective Date***"):

(i) each Party (or its authorized representative) has received a fully executed copy of this Stipulation and Agreed Order;

(ii) the Court has entered an order authorizing and approving this Stipulation and Agreed Order; and

(iii) the Court has entered an interim order (the "***Interim DIP Order***") approving the debtor-in-possession financing facility thereunder (the "***DIP Facility***") with a budget reflecting amounts to be paid in section 2.

2. **DIP Facility.** Subject to the occurrence of the Settlement Effective Date, the following disbursements shall be made from the DIP Facility:

(i) $3,000,000 to be funded to FAT Brands in the first draw of the DIP Facility for an initial payment to the Executive upon entry of the Interim DIP Order and closing and funding of the DIP Facility (the "***Initial Governance Agreement Payment***" and, together with the payments in (ii), (iii), (iv), and (v) below, the "***Governance Agreement Payments***");

(ii) $500,000 to be funded to FAT Brands for payment to the Executive on April 30, 2026;

(iii) $500,000 to be funded to FAT Brands for payment to the Executive on May 29, 2026;

(iv) $500,000 to be funded to FAT Brands for payment to the Executive on June 30, 2026;

(v) $500,000 to be funded to FAT Brands for payment to the Executive on July 31, 2026; and

(vi) subject to the Resignation (as defined below), the total amount of all unpaid compensation and fees of the members of the boards of directors of the FAT Brands and Twin Hospitality (other than the Special Committee Directors) through March 31, 2026, in full satisfaction of any and all liabilities of any Debtor to such members, which amount is to be funded to such members no later than April 1, 2026 (the "***Director Fees***"); for the avoidance of doubt, absent the Resignation, no Director Fees shall be payable under this Stipulation and Agreed Order.

For the avoidance of doubt, nothing herein shall be deemed to constitute consent by the Committee to the Interim DIP Order or the DIP Facility, and all of the Committee's rights to object to such Interim DIP Order and DIP Facility are fully preserved.

For purposes of clarity, all agreements between the Debtors and Executive will be deemed terminated on the Settlement Effective Date, including, without limitation, all employment or

consulting agreements between the Parties, and the Governance Agreement Payments shall be in full satisfaction of any and all liabilities of any Debtor to the Executive thereunder; *provided*, *however*, that such termination will not affect any claims for indemnification, exculpation, or similar provisions in favor of the Executive arising from the agreements or instruments listed on **Schedule 1** to this Stipulation and Agreed Order for matters relating to the period prior to the Settlement Effective Date; *provided, further,* that this Stipulation and Agreed Order shall not affect the priority of any indemnification claims, and no such claims shall be afforded administrative status based in whole or in part on this Stipulation and Agreed Order. The Executive's compensation as an employee of the Debtors shall cease as of the Settlement Effective Date. The Parties acknowledge that the Governance Agreement Payments are not payment for services other than Executive's obligation to cooperate as set forth herein.

3. **Corporate Governance of the Debtors.** All non-Special Committee Directors of the Debtor entities shall resign effective as of the date of the Settlement Effective Date (the "***Resignation***"), and sole and exclusive authority to manage the affairs of FAT Brands, Twin Hospitality, and their subsidiaries shall be vested in the Special Committees and any individual selected by the Special Committees to serve as the Chief Executive Officer (the "***New Chapter 11 CEO***") of the Debtors (which may be the Debtors' Chief Restructuring Officer or Deputy Chief Restructuring Officer (together with the Chief Restructuring Officer, the "***CROs***"), a business executive, or any other person selected by the Special Committees, which person will be subject to approval by the WBS Ad Hoc Group). For the avoidance of doubt, the Resignation shall not affect the departing-directors' access to directors and officers insurance coverage for acts through the date of the Resignation or rights of indemnification and there shall be no termination, revocation, amendment, or modification of any directors and officers insurance coverage or rights of indemnification that existed as of the Settlement Effective Date that would in any way adversely affect the rights of the resigning members of the board of directors, and notwithstanding section 9 hereof, each of whom shall be an intended third-party beneficiary of this provision. In the event that the New Chapter 11 CEO is an individual other than the Debtors' CROs, the CROs' roles and responsibilities shall continue, subject to the oversight of the Special Committees and coordination with the New Chapter 11 CEO.

4. **Leave of Absence.** The Executive shall take a temporary leave of absence as follows:

(i) the term of the leave of absence shall be from the date of the Settlement Effective Date and end on the later of (a) the closing of the sale of substantially all of the Debtors' restaurant chains and franchise operations and (b) consummation of a confirmed chapter 11 plan;

(ii) except as permitted under this Stipulation and Agreed Order or as, otherwise authorized by the New Chapter 11 CEO or the Debtors' CROs in writing, as set forth in the following subparagraph, during the Executive's leave of absence, the Executive shall be completely "walled off" of all decisions, operations and information of the Debtors. The Executive shall be prohibited from communicating, directly or indirectly with anyone about the Debtors, the Chapter 11 Cases, or the Debtors' restaurants or the franchise operations other than as may be required to formulate and submit a bid for all or part of the Debtors' assets; *provided*, *however*, that any such communications shall be subject to (a) the

terms of a confidentiality agreement between the Executive and the Debtors and (b) the bidding procedures governing any sale of all or substantially all of the Debtors' assets; *provided, further, however,* that any communication regarding the Debtors or the Chapter 11 Cases (including the sale process) between the Executive and any party whom the Debtors have a material business relationship (including any officer, director, employee, customer, vendor, supplier, franchisee, debtholder, or stockholder of the Debtors) must (x) be approved in writing by the New Chapter 11 CEO or a CRO and (y) any such communication must be made through the New Chapter 11 CEO or a CRO. The Executive shall not participate in any decisions by any of the Debtors and shall not influence or attempt to influence any actions by any Debtor or the Special Committees; and

(iii) during the period of the leave of absence, the Executive:

a. may make bids, or organize with others to make bids, for all or some of the Debtors' assets. The Executive shall be given access to information in the same manner as third-party bidders and may participate on equal footing with third-party bidders;

b. shall utilize his best efforts to promptly honor any requests for assistance or information that is made to him in writing by the New Chapter 11 CEO or a CRO;

c. shall not come to any of the Debtors' premises or communicate with any of the Debtors' agents, contractors or employees, except as authorized in writing by the New Chapter 11 CEO; *provided*, that Executive shall be permitted access to the Subleased Premises (as defined below) so long as Executive prepays to the Debtors the rent for such Subleased Premises; *provided further*, that such sublease shall not affect the Debtors' rights to reject or modify the applicable lease in any manner. The Executive shall not be permitted to access (and key card access will be terminated to) any of the Debtors' other premises, and no Debtor-personnel shall maintain offices on the same floor as the Subleased Premises, except as approved by the New Chapter 11 CEO or the CRO. As used herein, "***Subleased Premises***" means the space occupied by Executive and his family members on the penthouse floor of the Debtors' Beverly Hills headquarters, which represents approximately 31.5% of such floor and for which the Executive shall prepay to the Debtors, $17,741.45, on or before the first day of each month (and a prorated portion for March 12-31, 2026 shall be deducted from the Initial Governance Agreement Payment). For the avoidance of doubt, no officer, director or employee of the Debtor shall occupy the Subleased Premises;

d. shall not exercise, and shall cause Fog Cutter Holdings LLC not to exercise, any rights as a shareholder, except as may be requested by the Special Committees, which restriction will apply to any assignee or subsequent owner of his shares; and

e. shall take no action, direct or indirect, to oppose, block or otherwise influence any decision made by the Debtors;

5. **Additional Departures.** Concurrent with the Settlement Effective Date, the Debtors shall terminate the employment of the Executive's family members who are employed by the Debtors (including, without limitation, Taylor Wiederhorn, Thayer Wiederhorn, and Mason Wiederhorn) (collectively, the "***Executive Family Members***"); *provided*, that such individuals shall be subject to the same terms and conditions set forth herein for the Executive in this Section 4(ii)-(iii), and their access to the Debtors' premises shall be limited to the Subleased Premises; *provided further*, that the Executive Family Members shall receive all accrued compensation through the date of such termination in full satisfaction of any and all liabilities of any Debtor to the Executive Family Members; *provided*, *however*, that all rights and claims of the Debtors, the Committee, and any other party against the Executive Family Members, including with respect to such compensation, are fully preserved.

6. **Emails; Access to Documents**. The Debtors shall, as soon as reasonably practicable following the Settlement Effective Date, provide the Executive and the Executive Family Members with an electronic copy of all their emails that reside, as of such date, within any computer systems owned or controlled by the Debtors. Until an electronic copy of such emails is provided, the Debtors shall provide the Executive and the Executive Family Members with read-only access to the Executive's and the Executive Family Members' existing (as of the Settlement Effective Date) emails. Within five (5) business days of the Settlement Effective Date, the Executive and the Executive Family Members shall (x) surrender any Debtor-owned computers and electronic communication device and (y) not have any further access to any other computers, or other electronic systems owned or controlled by the Debtors. Further as of the Settlement Effective Date, the Debtors shall revoke all sending and receiving privileges associated with the Executive's and Executive Family Members' Debtor/Company email accounts as of such date and will set up a "bounceback" message requesting that: (a) any email addressed to the Executive and Executive Family Members on account of non-Debtor/Company related matters be sent to the Executive and Executive Family Members' new email addresses, or (b) any emails on account of Debtor/Company related matters be sent to the New Chapter 11 CEO's and the CROs' email addresses. Upon the Executive's or an Executive Family Member's request, the Debtors shall provide the Executive or such Executive Family Member with access to documents as are reasonably necessary in connection with Executive's or such Executive Family Member's defense of any lawsuits, claims or proceedings brought against Executive or such Executive Family Member to the extent that such documents were created prior to the Settlement Effective Date. For the avoidance of doubt, the Debtors will retain possession, custody, and control over any Debtor-owned computers and all electronic data, including emails stored on each such computer, shall clone such computers as of the Settlement Effective Date, and shall not alter or delete any electronic data on such computers or any clones thereof. Nothing in this section 6, nor any documents shared pursuant hereto, shall be deemed to constitute a waiver of any applicable privileges or protections held by either the Executive or the Debtors.

7. **Consequences of Breach by the Executive**. If the Special Committees determine that the Executive is in breach of his obligations under this Stipulation and Agreed Order, the Debtors shall suspend all further payments to the Executive. The Executive may challenge the

Special Committees' determination that he is in breach of an obligation by seeking review by the Court. No further payments shall be due to the Executive unless and until the Court determines that he is not in breach. The Special Committees shall provide prompt notice of any known breach of this Stipulation and Agreed Order to the other Parties. For the avoidance of doubt, the foregoing shall not limit any rights or remedies of any Party relating to a breach of this Stipulation and Agreed Order (including to seek recovery of any previously paid Governance Agreement Payments).

8. **Withdrawal of Trustee Motion and Suspension Motion.** Upon the occurrence of the Settlement Effective Date, the WBS Ad Hoc Group will withdraw the Trustee Motion and the Suspension Motion by filing notices of withdrawal with the Court.

9. **Third Parties.** No provision of this Stipulation and Agreed Order is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties hereto. Further, no provision of this Stipulation and Agreed Order is intended to impair any rights, claims, liens, or interests of any person other than Parties hereto and their respective successors and assigns.

10. **No Admissions.** This Stipulation and Agreed Order is not and shall not in any way be construed as an admission by the Parties of any allegations.

11. **Reservation of Rights.** This Stipulation and Agreed Order does not include any releases or indemnities in favor of any Party or Executive Family Member, nor does it diminish or enhance any defenses that any Party or Executive Family Member may have.

12. **Expenses.** Except as expressly set forth herein or in the Interim DIP Order, the Parties shall bear their own costs, expenses, and attorneys' fees incurred to date in connection with this Stipulation and Agreed Order; *provided*, that estate professionals and Committee members may seek compensation or reimbursement of expenses pursuant to the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket 397].

13. **Severability.** The Parties agree that if any provision of this Stipulation and Agreed Order is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall not be a part of this Stipulation and Agreed Order. The legality, validity, and enforceability of the remaining provisions shall not be affected by a provision of this Stipulation and Agreed Order that is illegal, invalid, or unenforceable.

14. **Miscellaneous.**

(i) Neither this Stipulation and Agreed Order, nor any statement made or action taken in connection with the negotiation of this Stipulation and Agreed Order, shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties hereto, other than as may be necessary (a) to obtain approval of and to enforce this Stipulation and Agreed Order and the DIP Facility or (b) to seek damages or injunctive relief in connection therewith.

(ii) Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things

reasonably necessary or appropriate in conjunction with the performance of each of the Parties' respective obligations hereunder.

(iii) This Stipulation and Agreed Order may be signed in counterpart originals and delivered by facsimile or email, which, when fully executed, shall constitute a single original.

(iv) The Court shall retain exclusive jurisdiction (and the Parties expressly consent to such jurisdiction) with respect to any disputes arising from or related to, or other actions to interpret, administer, or enforce the terms and provisions of, this Stipulation and Agreed Order.

(v) Each person or entity who executes this Stipulation and Agreed Order on behalf of another person or entity represents and warrants that he, she, or it is duly authorized to execute this Agreement on behalf of such person or entity, has the requisite authority to bind such person or entity, and such person or entity has full knowledge of and has consented to this Stipulation and Agreed Order. The representations and warranties set forth in this section shall survive execution of this Agreement.

(vi) In executing the Stipulation and Agreed Order, each of the Parties represents and warrants, for itself, that (a) it does so with full knowledge of its available rights, (b) it is not relying and has not relied upon any representations made by any person with regard to the Stipulation and Agreed Order, other than any written representations and agreements contained herein, (c) it has had available to it such information as it or its counsel considered necessary to making an informed judgment concerning the Stipulation and Agreed Order, and (d) it has conducted such investigation as it or its counsel deemed appropriate regarding the settlement and its rights and asserted rights in connection with the matters that are the subject of the Stipulation and Agreed Order.

(vii) The Parties acknowledge that this Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Stipulation and Agreed Order.

(viii) This Stipulation and Agreed Order shall not be modified, altered, amended, or vacated without the written consent of all parties hereto or order of the Court.

(ix) This Stipulation and Agreed Order shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

(x) The headings of all sections of this Stipulation and Agreed Order are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

15. **Court Approval.** Following the Parties' execution of this Stipulation and Agreed Order, the Debtors shall file a motion with the Court seeking the entry of an order approving this Stipulation and Agreed Order on an emergency basis pursuant to Federal Rule of Bankruptcy Procedure 9019 and the non-Debtor Parties shall use their reasonable efforts to support and take all actions reasonably requested by the Debtors to obtain approval of the Stipulation and Agreed

Order. In the event the Court denies approval of this Stipulation and Agreed Order or if the Settlement Effective Date has not occurred by March 31, 2026 (the "***Outside Date***"), this Stipulation and Agreed Order shall be null and void and of no force and effect, and the Parties shall be returned to the same positions they were in prior to execution of this Stipulation and Agreed Order, as if this Stipulation and Agreed Order had never been executed; *provided,* that the Outside Date may be extended with the consent of all Parties (email being sufficient).

IT IS SO ORDERED.

Signed: _____, 2026

UNITED STATES BANKRUPTCY JUDGE

[*Signature Pages on Following Page*]

ACCEPTED AND AGREED TO BY:

DEBTORS

By: */s/ John C. DiDonato* March 18, 2026
Name: John C. DiDonato
Title: Chief Restructuring Officer

ANDREW WIEDERHORN

By: */s/ Andrew Wiederhorn* March 18, 2026

WHITE & CASE LLP, on behalf of the WBS Ad Hoc Group

By: */s/ Brian Pfeiffer* March 18, 2026
Name: Brian Pfeiffer
Title: Partner

PAUL HASTINGS LLP, on behalf of the Committee

By: */s/ Kris Hansen* March 18, 2026
Name: Kris Hansen
Title: Partner

Schedule 1

The *FAT Brands Inc. Indemnification Agreement* dated October 19, 2017, the *Separation, Cooperation, and Release Agreement* dated July 19, 2023, and the organizational documents (e.g. bylaws and articles of incorporation) of the following Debtor entities of which the Executive serves or has served as a director and/or officer on or prior to the Settlement Effective Date:

FAT Brands Inc.
Twin Hospitality Group Inc.
FAT Brands Fazoli's Native I, LLC
FAT Brands GFG Royalty I, LLC
FAT Brands Royalty I, LLC
Twin Hospitality I, LLC
AFB Dissolution LLC
Bonanza Restaurant Company LLC
Buffalo's Franchise Concepts, Inc.
EB Creative Fund, LLC
EB Franchises, LLC
FAT Brands Management LLC
FAT Virtual Restaurants LLC
Fatburger North America, Inc.
Fazoli 's Group, Inc.
Fazoli 's Restaurant Group, Inc.
Fazoli's Franchising Systems, LLC
Fazoli's Group, Inc.
Fazoli's Holdings, LLC
Fazoli's Promotions, Inc.
Fazoli's Restaurant Group, Inc.
Fazoli's System Management, LLC
Fog Cap Acceptance Inc
Fog Cap Development LLC
Fog Cutter Acquisition LLC
GAC Brand and Marketing Fund, LLC
GAC Corporate Holdings, LLC
GAC Franchise Brands, LLC
GAC Franchising, LLC
GAC Manufacturing, LLC
GAC Supply, LLC
GFG Holding Inc.
GFG Intermediate Holding Inc.
GFG Management LLC
Global Franchise Group LLC
HDOS Acquisition LLC
HDOS Brand and Marketing Fund, LLC
HDOS Franchise Brands, LLC
HDOS Franchising, LLC
HDOS Showcase, LLC
Hurricane AMT, LLC
Johnny Rockets Holding Company
Johnny Rockets Licensing Canada, LLC
Johnny Rockets Licensing, LLC
LS GFG Holdings Inc.
MaggieMoo' s Brand and Marketing Fund, LLC
MaggieMoo's Franchise Brands, LLC
MaggieMoo's Franchising, LLC
Marble Slab Brand and Marketing Fund, LLC
Marble Slab Franchise Brands, LLC
Marble Slab Franchising, LLC
MSC Corporate Holdings, LLC
Native Grill and Wings Franchising, LLC
PM Brand and Marketing Fund, LLC
PM Corporate Holdings, LLC
PM Franchise Brands, LLC
PM Franchising, LLC
Ponderosa Franchising Company LLC
Ponderosa International Development, Inc.
PT Brand and Marketing Fund, LLC
PT Franchise Brands, LLC
PT Franchising, LLC
Puerto Rico Ponderosa, Inc.
Round Table Advertising Fund
Round Table Advertising LLC
Round Table Development Company
Round Table Franchise Corporation
Round Table Pizza Nevada LLC
Round Table Pizza, Inc.
The Johnny Rockets Group, Inc.
Yalla Acquisition LLC
Yalla Mediterranean Franchising Company, LLC