Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You also can visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There also may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: June 10, 2022 as amended October 20, 2022.

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competition in violation of Business & Professions Code Section 17200, et seq., stemming from allegations that Zhang and his daughter applied for an L-1 Visa through an investment opportunity whereby Zhang would become a Yalla franchisee. Zhang alleges that FAT and/or Yalla offered Zhang and his daughter the opportunity to take over the Yalla restaurant located in Seal Beach, California ("Restaurant") and operate it as a franchised location. Zhang alleges among other things, that the defendants breached their agreements and legal obligations by: (1) refusing to provide an allegedly agreed upon purchase price refund when United States Customs and Immigration refused to issue an L-1 visa to Zhang's daughter; (2) failing to transfer ownership and control of the Restaurant to Zhang; (3) obtaining and failing to disclose to Zhang a PPP loan relating to Restaurant; (4) failing to obtain a lease agreement for the franchisee entity; (5) closing down the Restaurant permanently without notifying Zhang; (6) failing to provide a franchise disclosure document prior to the sale of the franchise; (7) terminating the franchise without notice; and (8) failing to provide services required by a Management Agreement. Zhang is seeking compensatory damages in excess of $745,000, rescission of all agreements, restitution, an injunction, prejudgment interest, general, special and consequential damages according to proof, punitive damages and recovery of attorneys' fees. Yalla and FAT Management have filed a Demand for Arbitration of Counterclaims against Zhang, asserting claims for breach of the management agreement and Zhang's personal guaranty of the franchise agreement, as well as for fraudulent inducement. The matter is still in the pleading stages and the final arbitration hearing has not yet been scheduled.

Robert J. Matthews, et al., v. FAT Brands, Inc., Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick (United States District Court for the Central District of California, Case No. 2:22-cv-01820) On March 18, 2022, plaintiff Robert J. Matthews, a putative investor in the Company, filed a putative class action lawsuit against the Company, Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick, asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), alleging that the defendants are responsible for false and misleading statements and omitted material facts in the Company's reports filed with the SEC under the 1934 Act related to the LA Times story published on February 19, 2022 about the company and its management. The plaintiff alleges that the Company's public statements wrongfully inflated the trading price of the Company's common stock, preferred stock and warrants. The plaintiff is seeking to certify the complaint as a class action and is seeking compensatory damages in an amount to be determined at trial. On April 25, 2022, Kerry Chipman, a putative investor in the Company, filed a putative class action lawsuit against the Company, Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick in the United States District Court for the Central Division of California, asserting substantially the same claims as those made by Matthews in the above-referenced lawsuit. On May 2, 2022, the Court entered an order consolidating the actions filed by Matthews and Chipman under the caption In re FAT Brands Inc. Securities Litigation. On June 13, 2022, the Court appointed plaintiff Robert Matthews as lead plaintiff and The Rosen Law Firm, P.A., as lead counsel in the consolidated action. Plaintiffs filed their Consolidated Amended Complaint on June 27, 2022. On July 19, 2022, the parties entered into a stipulation to stay the litigation so that they can engage in voluntary mediation. In August 2022, after mediation the Company reached an agreement in principle to settle this matter for a cash payment by the Company of $2.5 million and issuance of $0.5 million in Class A common stock. The Stipulation of Settlement and other documents pertinent to the settlement, along with a motion for preliminary approval thereof, were filed with the court on September 23, 2022. The hearing on the motion for preliminary approval occurred on October 24, 2022, at 9:00 am PT. The court took the matter under submission. Upon final approved by the court, the settlement will provide a full release of all claims by the settlement class members against all defendants, including the

Company and the named officers and directors, will expressly deny any liability, wrongdoing or responsibility by any of the defendants, and will result in the dismissal of the litigation with prejudice.

Concluded Litigation

Ieman Shahi vs. Fatburger North America, Inc., Andrew Alan Wiederhorn, Taylor Andrew Wiederhorn, et al, Superior Court for the State of California for the County of Los Angeles, Case No. 19STCV23772 (July 8, 2019). On July 8, 2019, Ieman Shahi ("Shahi") filed a complaint against FBNA as well as Andrew A. Wiederhorn and Taylor A. Wiederhorn. The Court dismissed Andrew and Taylor Wiederhorn from the lawsuit on January 27, 2021. In his second amended complaint, Shahi seeks rescission of an international multi-unit restaurant agreement entered into by Shahi and FBNA in October 2015 for "Fatburger" restaurants in Malaysia and Iran (subject to lifting of sanctions). Shahi is seeking the return of the $487,500 he paid as the first installment of the development fees due under the agreement and is also seeking attorneys' fees. FBNA's response to the second amended complaint, a demurrer seeking dismissal of the case in its entirety, is due to be filed on May 13, 2021. FBNA also filed a cross complaint on April 13, 2020 asserting that Shahi breached the international multi-unit restaurant agreement. The case was dismissed on October 21, 2021.

P&K Food Market, Inc. vs. Buffalo's Franchise Concepts, Inc., Fog Cutter Capital Group, Shaun Curtis, Andy Wiederhorn et al., Superior Court of California for the County of Los Angeles, Case No. 18STLC09534 (July 13, 2018). On July 13, 2018, P&K Food Market, Inc. ("P&K") filed a complaint against Buffalo's Franchise Concepts, Inc., Fog Cutter Capital Group, Shaun Curtis, and Andy Wiederhorn for Breach of Contract, Fraudulent Misrepresentation and Unlawful Offer and Sale of Franchise By Means of Untrue Statements or Omissions of Material Fact Under Cal. Corp. Code §§31201; 31202; 31300; and 31301. The case was filed in connection with the sale of an affiliate-owned "Buffalo's Café" restaurant located in Palmdale, California. The lawsuit seeks general damages, special damages, punitive damages, restitution, interest, costs and attorneys' fees and costs related to the alleged unlawful sale of the Palmdale restaurant. The franchisor and related parties intend to vigorously defend the allegations. The case was dismissed on February 13, 2019 because Plaintiff should have filed for Arbitration first pursuant to the terms of the Franchise Agreement.

Eric Rojany, et al. v. FAT Brands Inc., et al., Superior Court of California for the County of Los Angeles, Case No. BC708539, and *Daniel Alden, et al. v. FAT Brands Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. BC716017. On June 7, 2018, FAT Brands, Inc., Andrew Wiederhorn, Ron Roe, James Neuhauser, Edward H. Rensi, Marc L. Holtzman, Squire Junger, Silvia Kessel, Jeff Lotman, Fog Cutter Capital Group Inc., and Tripoint Global Equities, LLC (collectively, the "Original Defendants") were named as defendants in a putative securities class action lawsuit entitled *Rojany v. FAT Brands, Inc.*, Case No. BC708539 (the "*Rojany* Case"), in the Superior Court of the State of California, County of Los Angeles. On July 31, 2018, the *Rojany* Case was designated as complex, pursuant to Rule 3.400 of the California Rules of Court and assigned the matter to the Complex Litigation Program. On August 2, 2018, the Original Defendants were named defendants in a second putative class action lawsuit, *Alden v. FAT Brands*, Case No. BC716017 (the "*Alden* Case"), filed in the same court. On September 17, 2018, the *Rojany* and *Alden* Cases were consolidated under the *Rojany* Case number. On October 10, 2018, plaintiffs Eric Rojany, Daniel Alden, Christopher Hazelton-Harrington and Byron Marin ("Plaintiffs") filed a First

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Pennsylvania	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
South Carolina	2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	1	11
	2021	11	0	0	0	0	0	11
Tennessee	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	3	12
Texas	2019	126	11	0	0	0	1	136
	2020	136	10	0	0	0	1	145
	2021	145	2	0	0	0	6	141
Total	**2019**	**226**	**20**	**0**	**0**	**0**	**5**	**241***
	2020	**241**	**17**	**0**	**0**	**0**	**3**	**255**
	2021	**255**	**11**	**0**	**0**	**0**	**13**	**253**

Table No. 4
Status of Company-Owned Outlets
For Fiscal Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	**2019**	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened as of 12/30/21	Projected New Franchise Outlet in Fiscal Year Ending 12/31/22	Projected New Affiliate-Owned Outlet in Fiscal Year Ending 12/31/22
California	1	0	0
Georgia	1	0	0
Mississippi	1	0	0

State	Franchise Agreements Signed But Outlet Not Opened as of 12/30/21	Projected New Franchise Outlet in Fiscal Year Ending 12/31/22	Projected New Affiliate-Owned Outlet in Fiscal Year Ending 12/31/22
Texas	1	0	0
TOTAL U.S.	**3**	**0**	**0**
Canada	0	17	0
Kingdom of Saudi	0	1	0
Kuwait	0	1	0
TOTAL INT'L	**0**	**19**	**0**
Grand Total	**~~3~~4**	**19**	**0**

(1) These numbers include projected Restaurants owned 100% by our affiliates, and by joint ventures in which an affiliate of Marble Slab Creamery is a member.

Current and Former Franchisees

Exhibit H contains the names of all current franchisees and the address and telephone number of each of their Stores.

Exhibit H contains the names, city and state, and the current business telephone number, or, if unknown, the last known home telephone number of the franchisees who had a Store terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of this Disclosure Document's amended issuance date.

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements

As a standard practice, when we enter into a Termination and Release Agreement with a former franchisee, we require the former franchisee to agree to maintain all information that the former franchisee has about us confidential. We have entered into these Termination and Release Agreements (including the confidentiality clause) within the past 3 years.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Trademark–Specific Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system. We do currently have an Ice Cream Advisory Council that we created. Questions on

Location Number	Franchisee	Primary Contact	Shopping Center Name	Address 1	City	State	Phone	Cobrand
		"Eugene" Ning		332				
1074	ZNM Creamery LLC	Nazim "Mike" Maknojia	Langham Creek Shopping Center	18058 FM 529 Road	Houston	TX	281-345-0260	
1075	Baytown Creamery LP	Nazim "Mike" Maknojia	Baytown Village Shopping Center	4567 Garth Rd	Baytown	TX	281-777-8836	

Franchisees that were Signed but Unopened as of December 31, 2021

Notice Party	City	State	Phone
Tandon, Sahil (Kantan Inc.)		CA	775-333-5200
Hoang Nhan	Bethlehem	GA	678-559-6672
Yong Jian Ning	Houston	TX	281-799-3001
Judy Mayeux	Ocean Springs	MS	504-275-9800

Exhibit K - RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Marble Slab Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York, and Rhode Island) require it to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Marble Slab Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit G.

This franchise opportunity is being offered by the following franchise sellers: Warren Christiansen, Andrew Wiederhorn, Taylor Wiederhorn, or Kim Rogers, whose business address is 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212, 310.319.1850. Our registered agents authorized to receive service of process are stated on Exhibit G.

The issuance date of this disclosure document is June 10, 2022 as amended October 20, 2022, (except those states listed on the State Cover Page that have a different issuance/effective date).

I received a Disclosure Document dated June 10, 2022 as amended October 20, 2022, that included the following Exhibits: A. Franchise Agreement (including the following: Payment and Performance Guarantee, Appendix A - Marks, Appendix B – Lease Rider, Appendix C – ACH Authorization Form, Appendix D –Satellite Addendum) and State-Required Addenda; B. Area Development Agreement (including the following: Payment and Performance Guarantee, Exhibit A – General, Exhibit B – Form of Franchise Agreement) and State-Required Addenda; C. Additional State-Required Disclosures; D. General Release; E. Nondisclosure and Noncompete Agreement; F. Manuals' Tables of Contents; G. List of State Administrators and List of Agents for Service of Process; H. List of Franchisees and Stores and List of Franchisees Who Left the System; I. Financial Statements; J. Compliance Questionnaire; and K. State Effective Dates

____
Date Disclosure Document Received

PROSPECTIVE FRANCHISEE:

Prospective Franchisee (if an individual):

____
Signature

Print Name: ____________________________

Prospective Franchisee (if a business entity):
Name of Business Entity:

____

By:____________________________________
Signature
Print Name: ____________________________

Its:____________________________________
Title

TO BE RETAINED BY YOU

Exhibit J - RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Marble Slab Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York, and Rhode Island) require it to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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____
Date Disclosure Document Received

PROSPECTIVE FRANCHISEE:

Prospective Franchisee (if an individual):

____
Signature

Print Name: __________________________

Prospective Franchisee (if a business entity):
Name of Business Entity:

____

By:________________________________
Signature
Print Name: __________________________

Its:________________________________
Title

TO BE RETURNED TO:
Marble Slab Franchising, LLC, 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212