UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 29, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 001-42395

Twin Hospitality Group Inc.
(Exact name of registrant as specified in its charter)

Delaware	**99-1232362**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

5151 Belt Line Road, Suite 1200
Dallas, Texas 75254
(Address of principal executive offices, including zip code)

(972) 941-3150
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.0001 per share	**TWNP**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☒		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2). Yes ☐ No ☒

As of July 29, 2025, there were 54,455,856 shares of Class A common stock and 2,870,000 shares of Class B common stock outstanding.

TWIN HOSPITALITY GROUP INC.
QUARTERLY REPORT ON FORM 10-Q
June 29, 2025

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ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

TWIN HOSPITALITY GROUP INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	June 29, 2025	December 29, 2024
Assets		Audited
Current assets		
Cash	$ 6,064	$ 9,370
Restricted cash	13,212	8,725
Accounts receivable, net	2,142	3,130
Other current assets	12,861	7,580
Total current assets	34,279	28,805
Non-current restricted cash	1,892	7,793
Operating lease right-of-use assets	143,606	143,628
Goodwill	117,185	117,185
Other intangible assets, net	165,306	166,751
Property and equipment, net	70,271	76,675
Due from affiliates	1,071	—
Other assets	1,461	1,609
Total assets	$ 535,071	$ 542,446
Liabilities and Stockholders' Deficit		
Liabilities		
Current liabilities		
Accounts payable	$ 10,223	$ 9,800
Accrued expenses and other liabilities	26,409	23,335
Deferred income, current portion	3,112	3,954
Operating lease liability, current portion	7,329	7,450
Long-term debt, current portion	10,212	10,691
Total current liabilities	57,285	55,230
Deferred income, net of current portion	4,492	4,808
Deferred income tax liabilities, net	951	2,738
Operating lease liability, net of current portion	147,254	146,700
Long-term debt, net of current portion	401,054	405,007
Due to affiliates	—	10,458
Other liabilities	2,671	2,114
Total liabilities	613,707	627,055
Commitments and contingencies (Note 13)		
Stockholders' deficit		

Preferred stock: $0.0001 par value; 10,000,000 shares authorized; no shares issued and outstanding at June 29, 2025 and December 29, 2024	—	—
Class A and Class B common stock and additional paid-in capital as of June 29, 2025: $0.0001 par value per share; 102,870,000 shares authorized (Class A 100,000,000, Class B 2,870,000); 66,725,856 shares issued (Class A 63,855,856, Class B 2,870,000); 57,325,856 outstanding (Class A 54,455,856, Class B 2,870,000); 9,400,000 Class A shares in treasury. Common stock and additional paid-in capital as of December 29, 2024: $0.0001 par value; 102,870,000 shares authorized (Class A 100,000,000, Class B 2,870,000); 5,000 shares issued and outstanding (Class A 5,000, Class B 0)	44,007	—
Accumulated deficit	(122,643)	(84,609)
Total stockholders' deficit	(78,636)	(84,609)
Total liabilities and stockholders' deficit	$ 535,071	$ 542,446

The accompanying notes are an integral part of these condensed consolidated financial statements.

TWIN HOSPITALITY GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share data)

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024	June 29, 2025	June 30, 2024
Revenue				
Restaurant sales	$ 79,625	$ 83,706	$ 158,028	$ 166,995
Franchise revenue	8,221	7,888	16,923	16,660
Total revenue	87,846	91,594	174,951	183,655
Costs and expenses				
Restaurant operating costs				
Food and beverage costs	21,544	22,949	42,778	45,341
Labor and benefits costs	25,287	26,411	50,539	53,020
Other operating costs	17,062	16,649	33,907	33,008
Occupancy costs	6,342	6,599	12,668	13,233
Advertising expense	5,056	4,785	10,135	10,752
Pre-Opening expense	178	64	695	92
General and administrative expense	19,894	6,902	26,708	13,894
Depreciation and amortization	4,072	5,841	10,166	11,587
Total costs and expenses	99,435	90,200	187,596	180,927
(Loss) income from operations	(11,589)	1,394	(12,645)	2,728
Other (expense) income, net				
Interest expense	(11,456)	(12,004)	(22,278)	(22,412)
Other income, net	142	(221)	173	(289)
Total other expense, net	(11,314)	(12,225)	(22,105)	(22,701)
Loss before income tax provision	(22,903)	(10,831)	(34,750)	(19,973)
Income tax benefit	(2,119)	(99)	(1,854)	(20)
Net loss	(20,784)	(10,732)	(32,896)	(19,953)
Basic and diluted loss per common share	$ (0.38)		$ (0.61)	
Basic and diluted weighted average shares outstanding	55,017,636		54,033,762	

The accompanying notes are an integral part of these condensed consolidated financial statements.

TWIN HOSPITALITY GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
(in thousands)

For the Twenty-Six Weeks Ended June 29, 2025

	Common Stock							
	Class A Shares	Class B Shares	Class A Par Value	Class B Par Value	Additional Paid-In Capital	Total Common Stock	Accumulated Deficit	Total
Balance at December 29, 2024	5,000	—	$ —	$ —	$ —	$ —	$ (84,609)	$ (84,609)
Net loss	—	—	—	—	—	—	(32,896)	(32,896)
Exchange of Common Stock by FAT Brands Inc.	47,293,271	2,870,000	5	—	(5)	—	—	—
Contribution from (distribution to) FAT Brands Inc., net	7,139,667	—	—	—	31,205	31,205	(5,138)	26,067
Shares issued for advisory services	17,918	—	—	—	250	250	—	250
Share-based compensation	—	—	—	—	12,552	12,552	—	12,552
Balance at June 29, 2025	54,455,856	2,870,000	$ 5	$ —	$ 44,002	$ 44,007	$ (122,643)	$ (78,636)

For the Twenty-Six Weeks Ended June 30, 2024

	Common Stock							
	Class A Shares	Class B Shares	Class A Par Value	Class B Par Value	Additional Paid-In Capital	Total Common Stock	Accumulated Deficit	Total
Balance at December 31, 2023	5,000	—	$ —	$ —	$ 19,916	$ 19,916	$ (35,427)	$ (15,511)
Net loss	—	—	—	—	—	—	(19,953)	(19,953)
Distribution to FAT Brands Inc., net	—	—	—	—	(19,452)	(19,452)	(24,952)	(44,404)
Share-based compensation	—	—	—	—	202	202	—	202
Balance at June 30, 2024	5,000	—	$ —	$ —	$ 666	$ 666	$ (80,332)	$ (79,666)

For the Thirteen Weeks Ended June 29, 2025

	Common Stock							
	Class A Shares	Class B Shares	Class A Par Value	Class B Par Value	Additional Paid-In Capital	Total Common Stock	Accumulated Deficit	Total
Balance at March 30, 2025	47,298,271	2,870,000	$ 5	$ —	$ —	$ 5	$ (101,859)	$ (101,854)
Net loss	—	—	—	—	—	—	(20,784)	(20,784)
Contribution from FAT Brands Inc.	7,139,667	—	—	—	31,200	31,200	—	31,200
Shares issued for advisory services	17,918	—	—	—	250	250	—	250
Share-based compensation	—	—	—	—	12,552	12,552	—	12,552
Balance at June 29, 2025	54,455,856	2,870,000	$ 5	$ —	$ 44,002	$ 44,007	$ (122,643)	$ (78,636)

For the Thirteen Weeks Ended June 30, 2024

	Common Stock							
	Class A Shares	Class B Shares	Class A Par Value	Class B Par Value	Additional Paid-In Capital	Total Common Stock	Accumulated Deficit	Total
Balance at March 31, 2024	5,000	—	$ —	$ —	$ —	$ —	$ (69,600)	$ (69,600)
Net loss	—	—	—	—	—	—	(10,732)	(10,732)
Contribution from FAT Brands Inc., net	—	—	—	—	565	565	—	565
Share-based compensation	—	—	—	—	101	101	—	101
Balance at June 30, 2024	5,000	—	$ —	$ —	$ 666	$ 666	$ (80,332)	$ (79,666)

The accompanying notes are an integral part of these condensed consolidated financial statements.

TWIN HOSPITALITY GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

For the Twenty-Six Weeks Ended June 29, 2025 and June 30, 2024

	2025	2024
Cash flows from operating activities:		
Net loss	$ (32,896)	$ (19,953)
Adjustments to reconcile net loss to net cash used in operations:		
Depreciation and amortization	10,166	11,587
Share-based compensation	12,552	202
Operating lease assets and liabilities	(489)	2,003
Deferred income taxes	(1,855)	—
Accretion of loan fees and interest	1,590	5,711
Change in:		
Accounts receivable	988	95
Other current assets	(4,181)	(1,917)
Other non-current assets	147	81
Accounts payable	423	(2,622)
Accrued expenses and other liabilities	(405)	(1,675)
Deferred income	(1,158)	(32)
Other current and non-current liabilities	557	411
Total adjustments	18,335	13,844
Net cash used in operating activities	(14,561)	(6,109)
Cash flows from investing activities:		
Proceeds from sale of property and equipment	4,431	—
Purchases of property and equipment	(5,802)	(13,116)
Net cash used in investing activities	(1,371)	(13,116)
Cash flows from financing activities:		
Proceeds from borrowings, net of issuance costs	4,000	3,146
Repayments of borrowings	(7,326)	(4,599)
Financing proceeds from affiliates	14,538	23,096
Net cash provided by financing activities	11,212	21,643
Net increase (decrease) in cash and restricted cash	(4,720)	2,418
Cash and restricted cash at beginning of the period	25,888	24,145
Cash and restricted cash at end of the period	$ 21,168	$ 26,563
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 17,973	$ 16,467
Cash paid for income taxes	$ —	$ —
Supplemental disclosure of non-cash financing and investing activities:		
Issuance and distribution of long-term debt to FAT Brands Inc.	$ —	$ 44,404
Exchange of Class A Common Shares for amounts due to FAT Brands Inc.	$ 31,205	$ —
Distribution to FAT Brands Inc.	$ (5,138)	$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION AND RELATIONSHIPS

Organization and Nature of Business

Twin Hospitality Group Inc. (the "Company") is a leading franchisor and operator of two specialty casual dining restaurant concepts: Twin Peaks and Smokey Bones. As of June 29, 2025, our total restaurant footprint consisted of 168 restaurants, of which 73 are domestic franchised Twin Peaks restaurants operated by our franchisee partners, seven are international franchised Twin Peaks restaurants operated by a franchisee partner in Mexico, 35 are domestic company-owned Twin Peaks restaurants and 53 are domestic company-owned Smokey Bones restaurants.

The Company licenses the right to use the Twin Peaks brand name and provides franchisees with operating procedures and methods of merchandising. Upon signing a franchise agreement, the Company is committed to provide training, some supervision and assistance, and access to operations manuals. As needed, the Company will also provide advice and written materials concerning techniques of managing and operating the restaurants.

We operate as one operating segment and our chief operating decision maker reviews operating results and performance for all company-owned and franchised locations together. Our revenues are derived from franchised Twin Peaks restaurants (comprised of royalties, franchise fees and advertising revenue) as well as sales of food and beverages at our Company-owned restaurant locations.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation – The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. Our revenues are derived primarily from two sales channels, franchised restaurants and company-owned locations, which we operate as one reportable segment.

The accompanying unaudited condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America ("GAAP") for complete financial statements. In the opinion of the Company, all adjustments considered necessary for the fair presentation of the Company's results of operations, financial position and cash flows for the periods presented have been included and are of a normal, recurring nature. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's 2024 Annual Report on Form 10-K for the fiscal year ended December 29, 2024 filed with the SEC on February 28, 2025.

Nature of operations – The Company operates on a 52-week calendar and its fiscal year ends on the last Sunday of the calendar year. Consistent with industry practice, the Company measures its stores' performance based upon 7-day work weeks. Using the 52-week cycle ensures consistent weekly reporting for operations and ensures that each week has the same days since certain days are more profitable than others. The use of this fiscal year means a 53rd week is added to the fiscal year every five or six years. In a 52-week year, all four quarters are comprised of 13 weeks. In a 53-week year, one extra week is added to the fourth quarter.

Use of estimates in the preparation of the condensed consolidated financial statements – The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the recoverability of goodwill and other intangible assets and allowances for uncollectible accounts receivable. Estimates and assumptions also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration Risk - 45% of the Company's franchise revenue is derived from three franchisees.

Restricted Cash - The Company has restricted cash consisting of funds required to be held in trust in connection with its securitized debt. The current portion of restricted cash was $13.2 million as of June 29, 2025. Non-current restricted cash of $1.9 million as of June 29, 2025 includes interest reserves required to be set aside for the duration of the Securitized Debt.

Earnings per Share - Prior to the Spin-Off (see Note 11, *Common Stock*), as a single member LLC, the Company did not compute or disclose earnings per share calculations. Beginning in fiscal 2025, the Company reports basic and diluted earnings per loss.

Recently Issued Accounting Standards Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement —Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. In January 2025, the FASB issued update 2025-01—*Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*. The amendments require disclosure in the notes to financial statements of specified information about certain costs and expenses. The amendments are effective for annual reporting periods beginning after December 15, 2026, and interim reporting within annual reporting periods beginning after December 15, 2027. The update should be applied either (1) prospectively to financial statements issued for reporting periods after the effective date or (2) retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*.
The amendments require that public business entities on an annual basis disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. The amendments also require that all entities disclose on an annual basis the income taxes paid disaggregated by jurisdiction. The amendments eliminate the requirement for all entities to disclose the nature and estimate of the range of the reasonably possible change in the unrecognized tax benefits balance in the next 12 months or make a statement that an estimate of the range cannot be made. The amendments are effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied on a prospective basis. Retrospective application is permitted. The Company plans to adopt the standard when it becomes effective beginning in its fiscal year 2025 annual financial statements. The Company expects that the adoption of this standard will impact certain of its income tax disclosures.

NOTE 3. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consists of the following (in millions):

	June 29, 2025	December 29, 2024
Real estate	$ —	$ 1.7
Buildings and leasehold improvements	69.0	66.3
Furniture, fixtures and equipment	40.7	37.8
Construction in process	4.1	6.7
Total property and equipment, gross	113.8	112.5
Less: accumulated depreciation	(43.5)	(35.8)
Total property and equipment, net	$ 70.3	$ 76.7

Depreciation expense during the thirteen weeks ended June 29, 2025 and June 30, 2024 was $3.1 million and $4.6 million, respectively. Depreciation expense during the twenty-six weeks ended June 29, 2025 and June 30, 2024 was $8.2 million and $9.2 million, respectively.

NOTE 4. REVENUE FROM CONTRACTS WITH CUSTOMERS

As part of its ongoing franchising efforts, the Company may, from time to time, make opportunistic acquisitions of operating restaurants in order to convert them to franchise locations or acquire existing franchise locations to resell to another franchisee

across all of its brands. The following table summarizes contract liabilities related to the franchise fees as of June 29, 2025 and June 30, 2024 (*in thousands).*

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024	June 29, 2025	June 30, 2024
Franchise fees liability at the beginning of the period	$ 4,976	$ 4,788	$ 5,025	$ 4,582
Revenue recognized	(166)	(95)	(240)	(114)
Franchise fees received (returned) during the period	(88)	325	(63)	550
Franchise fees liability at the end of the period	$ 4,722	$ 5,018	$ 4,722	$ 5,018

The following table presents disaggregated revenue by the method of recognition (in thousands):

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024	June 29, 2025	June 30, 2024
Revenue recognized over time				
Franchise fees	$ 166	$ 95	$ 240	$ 114
Revenue recognized at a point in time				
Royalties	$ 5,092	$ 5,117	$ 10,278	$ 10,093
Advertising fees	2,547	2,558	5,138	5,046
Restaurant sales	79,625	83,706	158,028	166,995
Management fees and other income	416	118	1,267	1,407
Total	$ 87,680	$ 91,499	$ 174,711	$ 183,541

NOTE 5. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

Changes in Carrying Value of Goodwill and Other Intangible Assets (in millions)

	Amortizing Intangible Assets	Non-Amortizing Intangible Assets	
		Goodwill	Trademarks
December 29, 2024	$ 30.0	$ 117.2	$ 136.8
Amortization	(1.5)	—	—
June 29, 2025	$ 28.5	$ 117.2	$ 136.8

Gross Carrying Value and Accumulated Amortization of Other Intangible Assets (in millions)

	June 29, 2025			December 29, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortizing intangible assets						
Franchise agreements	$ 28.2	$ (7.6)	$ 20.6	$ 28.2	$ (6.5)	$ 21.7
Trademarks	8.8	(1.5)	7.3	8.8	(1.2)	7.6
Other	0.9	(0.3)	0.6	0.9	(0.2)	0.7
	$ 37.9	$ (9.4)	$ 28.5	$ 37.9	$ (7.9)	$ 30.0

Other intangible assets consist primarily of trademarks and franchise agreements that were classified as intangible assets at the time of the brands' acquisition. Franchise agreements are amortized over the useful life of the asset. Certain trademarks are considered to have an indefinite useful life and are not amortized.

Amortization expense for the thirteen weeks ended June 29, 2025 and June 30, 2024 was $0.7 million. Amortization expense for the twenty-six weeks ended June 29, 2025 and June 30, 2024 was $1.5 million.

The expected future amortization of definite-life intangible assets by fiscal year (in millions):

Fiscal Year:	
Remainder of 2025	$ 1.5
2026	2.9
2027	2.9
2028	2.9
2029	2.9
Thereafter	15.4
Total	$ 28.5

NOTE 6. ACCRUED EXPENSES

Accrued expenses consist of the following (in millions):

	June 29, 2025	December 29, 2024
Accrued interest	$ 6.5	3.7
Payroll and payroll related	5.5	5.9
Sales and beverage taxes payable	1.9	2.1
Property taxes payable	2.4	3.2
Other accrued expenses	10.1	8.4
Total	$ 26.4	$ 23.3

NOTE 7. LEASES

Operating Leases

As of June 29, 2025 and December 29, 2024, the Company had 98 operating leases for corporate offices and for certain owned restaurant properties, respectively. The leases have remaining terms ranging from 0.3 years to 22.4 years. The Company recognized lease expense of $5.6 million and $5.4 million for the thirteen weeks ended June 29, 2025 and June 30, 2024, respectively. The Company recognized lease expense of $10.9 million and $10.7 million for the twenty-six weeks ended June 29, 2025 and June 30, 2024. The weighted average remaining lease term of the operating leases as of June 29, 2025 was 15.8 years.

Operating lease right-of-use assets and operating lease liabilities are as follows (in millions):

	June 29, 2025	December 29, 2024
Operating lease right-of-use assets	$ 142.8	$ 141.9
Operating lease liabilities	$ 153.6	$ 152.5

The operating lease right-of-use assets and operating lease liabilities include obligations relating to the optional term extensions available on certain restaurant leases based on management's intention to exercise the options. The weighted average discount rate used to calculate the carrying value of the right-of-use assets and lease liabilities was 9.02% which is based on the Company's incremental borrowing rate at the time the lease is acquired.

The contractual future maturities of the Company's operating lease liabilities as of June 29, 2025, including anticipated lease extensions, are as follows (in millions):

Fiscal year:	
Remainder of 2025	$ 9.2
2026	20.2
2027	19.8
2028	17.3
2029	17.5
Thereafter	216.0
Total lease payments	300.0
Less: imputed interest	146.4
Total	$ 153.6

Supplemental cash flow information for the twenty-six weeks ended June 29, 2025 and June 30, 2024 related to leases is as follows (in millions):

	Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024
Cash paid for amounts included in the measurement of operating lease liabilities:		
Operating cash flows from operating leases	$ 9.1	$ 11.8
Operating lease right-of-use assets obtained in exchange for new lease obligations:		
Operating lease liabilities	$ 8.8	$ —

Financing Leases

On December 1, 2023, the Company executed a financing lease for restaurant equipment for two newly constructed corporate restaurants.

Financing lease right-of-use assets and financing lease liabilities as of June 29, 2025 and December 29, 2024 were as follows (in millions):

	June 29, 2025	December 29, 2024
Financing lease right-of-use assets	$ 0.8	$ 1.8
Financing lease liabilities	1.0	1.7

The weighted average discount rate used to calculate the carrying value of the right-of-use assets and lease liabilities was 8.3%, which is based on the Company's incremental borrowing rate at the time the lease is acquired.

The contractual future maturities of the Company's financing lease liabilities as of June 29, 2025 including anticipated lease extensions are as follows (in millions):

Fiscal year:	
Remainder of 2025	$ 1.0
Less imputed interest	—
Total	$ 1.0

Supplemental cash flow information for the twenty-six weeks ended June 29, 2025 and June 30, 2024 related to leases is as follows (in millions):

	Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024
Cash paid for amounts included in the measurement of financing lease liabilities:		
Operating cash flows from financing leases	$ 0.7	$ 0.4

Restaurant Properties Sale Leaseback

In the first quarter of 2025, we completed the sale leaseback of one newly constructed restaurant property. The restaurant property was sold at the construction cost resulting in proceeds of $4.4 million with no gain or loss. The initial term of the lease is 20 years and is accounted for as an operating lease.

NOTE 8. DEBT

Long-term debt consisted of the following (in millions):

	Final Maturity	Anticipated Call Date	Rate	June 29, 2025 Face Value	June 29, 2025 Book Value	December 29, 2024 Face Value	December 29, 2024 Book Value
Twin Securitization Notes							
Super Senior Debt	10/26/2054	10/25/2027	9.00%	$ 12.1	$ 11.9	$ 12.1	$ 12.0
Senior Debt	10/26/2054	10/25/2027	9.00%	269.3	264.3	269.3	265.5
Senior Subordinated Debt	10/26/2054	10/25/2027	10.00%	57.6	54.1	57.6	53.7
Subordinated Debt	10/26/2054	10/25/2027	11.00%	77.7	76.8	77.7	76.6
Total Securitized Debt				416.7	407.1	416.7	407.8
Equipment Notes	5/5/2027 to 7/31/2028	N/A	7.99%-11.50%	4.1	4.1	4.7	4.7
Construction Loan IV	10/1/2025	N/A	12.50 %	—	—	3.2	3.2
Total debt				$ 420.8	411.3	$ 424.6	415.7
Current portion of long-term debt					(10.2)		(10.7)
Long-term debt					$ 401.1		$ 405.0

Twin Securitization Notes

The Twin Securitization Notes require that the principal (if any) and interest obligations be segregated to ensure appropriate funds are reserved to pay the quarterly principal and interest amounts due. The amount of monthly cash flow that exceeds the required monthly interest reserve is generally remitted to the Company. Interest payments are required to be made on a quarterly basis. The legal final maturity date of the Twin Securitization Notes is October 26, 2054; however, it is currently anticipated that, unless earlier prepaid to the extent permitted under the Base Indenture, the Twin Securitization Notes will be repaid on October 25, 2027 (the "Anticipated Repayment Date"). If the Twin Securitization Notes are not repaid or refinanced by the Anticipated Repayment Date, additional interest will accrue on the then outstanding balance of each class of the Twin Securitization Notes at a rate of 5.0% per annum. Each class of the Twin Securitization Notes may be prepaid in whole or in part on any business day; provided that optional prepayment made after the Anticipated Repayment Date must be applied first to Class A-2-I, second to Class A-2-II, third to Class B-2 and fourth to Class M-2 of the Twin Securitization Notes.

Additionally, pursuant to the Base Indenture, upon each "Qualified Equity Offering" (as defined in the Base Indenture), which is a public or private offering by Twin Hospitality Group Inc. of our common equity securities for cash, subject to certain limited exceptions, Twin Hospitality Group Inc. is required to deposit 75% of the net proceeds from such offering into a segregated, non-interest bearing trust account to be used towards the repayment of the Twin Securitization Notes, until an aggregate of $75.0 million has been repaid in that manner. If the amount of net proceeds from our Qualified Equity Offerings used for repayment of the Twin Securitization Notes is not at least $25.0 million on or prior to each of April 25, 2025, July 25, 2025 and October 27, 2025, or is not at least $75.0 million on or prior to January 26, 2026, then under any such circumstance, a Cash Flow Sweeping Event (as defined in the Base Indenture) would occur, whereupon certain excess cash flows from our

operations will be used to make additional principal payments, on a pro rata basis, on the three most senior classes of the Twin Securitization Notes.

The material terms of the Twin Securitization Notes contain covenants which are standard and customary for these types of agreements, including the following financial covenants: (i) debt service coverage ratio, (ii) interest-only debt service coverage ratio and (iii) senior leverage ratio. As of June 29, 2025, the Company was in compliance with these covenants.

Construction Loan Agreement (Twin Peaks)

On September 20, 2024, an indirect subsidiary of the Company entered into a loan agreement to borrow $3.2 million with an initial maturity of October 1, 2025, bearing interest at 12.5% per annum and is secured by land and building of a new corporate restaurant. The construction loan was paid in full during the first quarter of 2025.

Scheduled Principal Maturities

Scheduled principal maturities of long-term debt for the next five fiscal years are as follows (in millions):

Fiscal Year	Long-Term Debt
Remainder of 2025	$ 5.1
2026	10.3
2027	10.4
2028	9.5
2029	8.9

NOTE 9. INCOME TAXES

The following table presents the Company's provision for income taxes (in millions):

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 29, 2025	June 30, 2024	June 29, 2025	June 30, 2024
Provision (benefit) for income taxes	$ (2.1)	$ (0.1)	$ (1.9)	$ —
Effective tax rate	9.3 %	0.9 %	5.3 %	0.1 %

The difference between the statutory tax rate of 21% and the effective tax rates of 9.3% and 0.9% in the thirteen weeks ended June 29, 2025 and June 30, 2024, respectively, was primarily due to increases in the valuation allowance, nondeductible expenses and the impact of state income taxes.

The difference between the statutory tax rate of 21% and the effective tax rates of 5.3% and 0.1% in the twenty-six weeks ended June 29, 2025 and June 30, 2024, respectively, was primarily due to increases in the valuation allowance, nondeductible expenses and the impact of state income taxes.

NOTE 10. SHARE-BASED COMPENSATION

Effective January 15, 2025, the Company adopted the Twin Hospitality Group Inc. 2025 Incentive Compensation Plan (the "Incentive Compensation Plan"). The Incentive Compensation Plan is a comprehensive incentive compensation plan under which the Company can grant equity-based and other incentive awards to officers, employees and directors of, and consultants and advisers to, Twin Hospitality Group Inc. and its subsidiaries. The Incentive Compensation Plan provides a maximum of 1.0 million shares available for grant. During the thirteen and twenty-six weeks ended June 29, 2025, under the Incentive Compensation Plan, the Company granted 90,000 stock options with a grant date fair value of $0.3 million and 0.2 million restricted stock units ("RSUs") with a grant date value of $1.5 million. As of June 29, 2025, there were 90,000 shares of stock options outstanding with a weighted average exercise price of $5.02.

Effective January 15, 2025, the Company adopted the Twin Hospitality Group Inc. Management Equity Plan (the "Management Equity Plan"). The Management Equity Plan is an incentive compensation plan to assist the Company in motivating, retaining and rewarding high-quality executives and other key service providers to the Company in connection with the Spin-Off of the Company from FAT Brands Inc. as standalone publicly-traded company. The Management Equity Plan is intended to provide one-time restricted stock unit ("RSU") grants to select executives and key service providers to align their interests with the interests of the Company's stockholders. The Management Equity Plan provides a maximum of 4.7 million RSUs available for grant. During the thirteen and twenty-six weeks ended June 29, 2025, under the Management Equity Plan, the Company granted a total of 3.8 million RSUs with a grant date value of $20.8 million.

The Company recognized share-based compensation expense in the amount of $12.6 million during the thirteen and twenty-six weeks ended June 29, 2025. The Company recognized share-based compensation expense in the amount $0.2 million during the thirteen and twenty-six weeks ended June 30, 2024.

NOTE 11. COMMON STOCK

On January 29, 2025, FAT Brands Inc. completed the legal and structural separation of our Company from FAT Brands (the “Spin-Off”). In the Spin-Off, FAT Brands distributed on a pro rata basis to the FAT Brands Common Stockholders 2,659,412 outstanding shares of our Class A Common Stock with FAT Brands retaining the remaining 44,638,859 outstanding shares of our Class A Common Stock and 100% of the 2,870,000 outstanding shares of our Class B Common Stock. Following the Spin-Off, we are an independent publicly traded reporting company.

In connection with Spin-Off, the Company agreed to issue to the holders of the Twin Securitization Notes warrants exercisable for 2,364,913 shares of our Class A Common Stock that become exercisable during the period commencing on October 25, 2025 and ending on the five-year anniversary of the date of issuance at an exercise price of $0.01 per share. As of June 29, 2025, the warrants had not been issued. In July 2025, the Company issued 2,340,648 of the warrants.

On June 4, 2025 (the "Effective Date"), the Company entered into an Exchange Agreement with FAT Brands pursuant to which FAT Brands exchanged liabilities due to it by the Company and its subsidiaries for additional shares of the Company's Class A Common Stock at market value. In the transaction, the Company cancelled liabilities recorded as due to affiliates in its consolidated financial statements with a principal balance of $31.2 million and issued to FAT Brands 7,139,667 shares of Class A Common Stock at $4.37 per share, which was the greater of (i) the Nasdaq Official Closing Price of the Common Stock on the date immediately preceding the Effective Date and (ii) the average Nasdaq Official Closing Price of the Common Stock for the five trading days immediately preceding the Effective Date.

On May 28, 2025, the Company issued 9.4 million shares of its Class A Common Stock and as of June 29, 2025 holds these shares in treasury.

NOTE 12. RELATED PARTY TRANSACTIONS

We may engage in transactions with other companies, owned or controlled by affiliates of FAT Brands Inc. in the normal course of business.

The Due from Affiliates and Due to Affiliates represent the receivable or payable as of the end of the reporting period of advances (for capital expenditures or other working capital needs) due from or received from FAT Brands Inc. or its affiliates and are settled in accordance with the legal and contractual restrictions governing transactions by and among the Parent's consolidated entities. The outstanding balance at June 29, 2025 and December 29, 2024 was $1.1 million due from affiliates and $10.5 million due to affiliates, respectively.

On June 4, 2025, the Company entered into an Exchange Agreement with FAT Brands pursuant to which FAT Brands exchanged liabilities due to it by the Company and its subsidiaries for additional shares of the Company's Class A Common Stock at market value. See Note 11, *Common Stock*.

NOTE 13. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is periodically involved in various claims and litigation in the normal course of business. While the Company estimates its exposure for these claims and establishes reserves for the estimated probable liabilities, the actual liabilities could

be in excess of these reserves. The Company believes that the result of any potential claims will not have a material adverse effect on the Company's financial condition.

In May 2024, FAT Brands Inc. ("FAT Brands" or the "Parent") was informed that it was indicted by the U.S. Department of Justice (the "DOJ") on two violations of Section 402 of the Sarbanes-Oxley Act for directly and indirectly extending and/or arranging for the extension of credit in 2019 and 2020 to its former CEO Andrew Wiederhorn in the amount of $2.65 million. The indictment included charges against Mr. Wiederhorn, FAT Brands' former CFO, Rebecca Hershinger, and FAT Brands' former tax advisor. On July 29, 2025, the DOJ moved to dismiss the indictment against all defendants in the case without prejudice.

In May 2024, the SEC filed a complaint against FAT Brands, claiming violations of Section 17(a)(2) of the Securities Act of 1933; Sections 10(b), 13(a), 13(b)(2)(A), 13(b)(2)(B), 13(k), and 14(a) of the Securities Exchange Act of 1934; and Rules 10b-5(b), 12b-20, 13a-1, 13a-13, 14a-3, and 14a-9 thereunder. The SEC's claims pertain principally to allegations that, for fiscal periods covering 2017 through 2020, FAT Brands failed to disclose certain related party transactions, failed to disclose the salaries of Mr. Wiederhorn's adult children working at FAT Brands, failed to maintain proper books and records and internal accounting controls, made false or misleading statements regarding its liquidity and use of proceeds from certain transactions, and directly or indirectly extended credit to Mr. Wiederhorn in the form of a personal loan. The SEC's complaint also names Mr. Wiederhorn, Ms. Hershinger, and FAT Brands' SVP of Finance, Ron Roe, as defendants. The SEC is seeking injunctive relief, disgorgement, and civil monetary penalties. The Parent intends to vigorously defend against the SEC complaint, which does not directly involve or allege any wrongdoing on the part of the Company.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our results of operations, financial condition, and liquidity and capital resources should be read in conjunction with our financial statements and related notes for the thirteen and twenty-six weeks ended June 29, 2025 and June 30, 2024, as applicable. Certain statements made or incorporated by reference in this report and our other filings with the SEC, in our press releases, and in statements made by or with the approval of authorized personnel constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and are subject to the safe harbor created thereby. Forward-looking statements reflect intent, belief, current expectations, estimates or projections about, among other things, our industry, management's beliefs, and future events and financial trends affecting us. Words such as "anticipates", "expects", "intends", "plans", "believes", "seeks", "estimates", "may", "will", and variations of these words or similar expressions are intended to identify forward-looking statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Although we believe the expectations reflected in any forward-looking statements are reasonable, such statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Therefore, our actual results could differ materially and adversely from those expressed in any forward-looking statements as a result of various factors. These differences can arise as a result of the risks described in the section entitled "Item 1A. Risk Factors" in our Annual Report on Form 10-K filed on February 28, 2025" and elsewhere in this report, as well as other factors that may affect our business, results of operations, or financial condition. Forward-looking statements in this report speak only as of the date hereof, and forward-looking statements in documents incorporated by reference speak only as of the date of those documents. Unless otherwise required by law, we undertake no obligation to publicly update or revise these forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks and uncertainties, we cannot assure you that the forward-looking statements contained in this report will, in fact, transpire.

Executive Overview

Business overview

Twin Hospitality Group Inc. is a franchisor and operator of two specialty casual dining restaurant concepts: Twin Peaks and Smokey Bones. As of June 29, 2025, our total restaurant footprint consists of 168 restaurants, of which 73 are domestic franchised Twin Peaks restaurants operated by our franchisee partners, seven are international franchised Twin Peaks restaurants operated by a franchisee partner in Mexico, 35 are domestic company-owned Twin Peaks restaurants, and 53 are domestic company-owned Smokey Bones restaurants.

Our growth plan is driven by a robust pipeline of new restaurant developments. Our pipeline includes nearly 100 signed franchised units as of June 29, 2025, providing significant visibility into our near-term growth trajectory. As we continue to expand, of the total number of anticipated new restaurant openings, we have a goal of having approximately 75% to 80% be franchised restaurants.

Our revenues are derived primarily from two sales channels, franchised restaurants and company owned restaurants, which we operate as one segment. The primary sources of revenues are the sale of food and beverages at our company restaurants and the collection of royalties, franchise fees and advertising revenue from sales of food and beverages at our franchised restaurants.

Results of Operations

The Company operates on a 52-week calendar and its fiscal year ends on the last Sunday of the calendar year. Consistent with industry practice, the Company measures its stores' performance based upon 7-day work weeks. Using the 52-week cycle ensures consistent weekly reporting for operations and ensures that each week has the same days since certain days are more profitable than others. The use of this fiscal year means a 53rd week is added to the fiscal year every five or six years. In a 52-week year, all four quarters are comprised of 13 weeks. In a 53-week year, one extra week is added to the fourth quarter.

Results of Operations of Twin Hospitality Group Inc.

For the Thirteen Weeks Ended June 29, 2025 and June 30, 2024

The following table summarizes key components of our condensed consolidated results of operations for the thirteen weeks ended June 29, 2025 and June 30, 2024.

	Thirteen Weeks Ended			
	June 29, 2025		June 30, 2024	
($ in thousands)	$	% of Revenue	$	% of Revenue
Revenue				
Company-owned restaurant sales	$ 79,625	90.6 %	$ 83,706	91.4 %
Franchise revenue	8,221	9.4 %	7,888	8.6 %
Total revenue	87,846	100.0 %	91,594	100.0 %
Costs and expenses				
Restaurant operating costs				
Food and beverage costs [1]	21,544	27.1 %	22,949	27.4 %
Labor and benefits costs [1]	25,287	31.8 %	26,411	31.6 %
Other operating costs [1]	17,062	21.4 %	16,649	19.9 %
Occupancy costs [1]	6,342	8.0 %	6,599	7.9 %
Advertising expense	5,056	5.8 %	4,785	5.2 %
Pre-opening expense	178	0.2 %	64	0.1 %
General and administrative expense	19,894	22.6 %	6,902	7.5 %
Depreciation and amortization	4,072	4.6 %	5,841	6.4 %
Total costs and expenses	99,435	113.2 %	90,200	98.5 %
(Loss) income from operations	(11,589)	(13.2)%	1,394	1.5 %
Total other expense, net	(11,314)	(12.9)%	(12,225)	(13.3)%
Loss before income tax provision (benefit)	(22,903)	(26.1)%	(10,831)	(11.8)%
Income tax provision (benefit)	(2,119)	(2.4)%	(99)	(0.1)%
Net loss	$ (20,784)	(23.7)%	$ (10,732)	(11.7)%

(1) As a percentage of company-owned restaurant sales

Revenues

Company-owned restaurant sales decreased by $4.1 million, or 4.9%, to $79.6 million in the second quarter of 2025, compared to $83.7 million year-ago quarter, primarily due to the closure of five underperforming Smokey Bones locations, the temporary closure of one Smokey Bones location for conversion into a Twin Peaks lodge and lower same-store sales, partially offset by the opening of new Twin Peaks lodges.

Franchise revenue increased by $0.3 million, or 4.2%, to $8.2 million in the second quarter of 2025, compared to $7.9 million in the year-ago quarter, as growth from our Twin Peaks franchise openings mostly offset the decline in same-store sales.

Costs and Expenses

Food and beverage costs decreased by $1.4 million, or 6.1%, to $21.5 million in the second quarter of 2025, compared to $22.9 million in the year-ago quarter, primarily due to lower same-store sales, partially offset by increases in the prices of food ingredients. As a percentage of company-owned restaurant sales, food and beverage costs decreased to 27.1% in the second quarter of 2025, compared to 27.4% in the year-ago quarter as menu price increases were substantially offset by the increase in food costs .

Labor and benefits costs decreased by $1.1 million, or 4.3%, to $25.3 million in the second quarter of 2025, compared to $26.4 million in the year-ago quarter, primarily due to lower same-store sales, partially offset by wage inflation. As a percentage of company-owned restaurant sales, labor and benefits costs increased to 31.8% in the second quarter of 2025, compared to 31.6% as wage inflation and sales deleveraging were mostly offset by menu price increases.

Other operating costs increased by $0.4 million, or 2.5%, to $17.1 million in the second quarter of 2025, compared to $16.6 million in the year-ago quarter, primarily due to new restaurant openings. As a percentage of company-owned restaurant sales, other operating costs was 21.4% in the second quarter of 2025 compared to 19.9% in the year-ago quarter.

General and administrative expense increased by $13.0 million, or 188.2%, to $19.9 million in the second quarter of 2025, compared to $6.9 million in the year-ago quarter, primarily due to higher share-based compensation.

Other Expense, Net

Other expense, net was $11.3 million in the second quarter of 2025, compared to $12.2 million in the year-ago quarter, and in each year, other expense, net consisted primarily of interest expense.

Income Taxes

We recorded an income tax benefit of $2.1 million and $0.1 million in the second quarter of 2025 and 2024, respectively.

For the twenty-six weeks ended June 29, 2025 and June 30, 2024

The following table summarizes key components of our condensed consolidated results of operations for the twenty-six weeks ended June 29, 2025 and June 30, 2024.

	Twenty-Six Weeks Ended			
	June 29, 2025		June 30, 2024	
($ in thousands)	$	% of Revenue	$	% of Revenue
Revenue				
Company-owned restaurant sales	$ 158,028	90.3 %	$ 166,995	90.9 %
Franchise revenue	16,923	9.7 %	16,660	9.1 %
Total revenue	174,951	100.0 %	183,655	100.0 %
Costs and expenses				
Restaurant operating costs				
Food and beverage costs [1]	42,778	27.1 %	45,341	27.2 %
Labor and benefits costs [1]	50,539	32.0 %	53,020	31.7 %
Other operating costs [1]	33,907	21.5 %	33,008	19.8 %
Occupancy costs [1]	12,668	8.0 %	13,233	7.9 %
Advertising expense	10,135	5.8 %	10,752	5.9 %
Pre-opening expense	695	0.4 %	92	0.1 %
General and administrative expense	26,708	15.3 %	13,894	7.6 %
Depreciation and amortization	10,166	5.8 %	11,587	6.3 %
Total costs and expenses	187,596	107.2 %	180,927	98.5 %
(Loss) income from operations	(12,645)	(7.2)%	2,728	1.5 %
Total other expense, net	(22,105)	(12.6)%	(22,701)	(12.4)%
Loss before income tax provision (benefit)	(34,750)	(19.9)%	(19,973)	(10.9)%
Income tax provision (benefit)	(1,854)	(1.1)%	(20)	— %
Net loss	$ (32,896)	(18.8)%	$ (19,953)	(10.9)%

(1) As a percentage of company-owned restaurant sales

Revenues

Company-owned restaurant sales decreased by $9.0 million, or 5.4%, to $158.0 million in the twenty-six weeks ended June 29, 2025, compared to $167.0 million in the year-ago period, primarily due to the closure of five underperforming Smokey Bones locations, the temporary closure of one Smokey Bones location for conversion into a Twin Peaks lodge and lower same-store sales, partially offset by the opening of new Twin Peaks lodges.

Franchise revenue increased by $0.3 million, or 1.6%, to $16.9 million in the twenty-six weeks ended June 29, 2025, compared to $16.7 million in the year-ago period, as growth from our Twin Peaks franchise openings mostly offset the decline in same-store sales.

Costs and Expenses

Food and beverage costs decreased by $2.6 million, or 5.7%, to $42.8 million in the twenty-six weeks ended June 29, 2025, compared to $45.3 million in the year-ago period, primarily due to lower same-store sales, partially offset by increases in the

prices of food ingredients. As a percentage of company-owned restaurant sales, food and beverage costs decreased to 27.1% in the twenty-six weeks ended June 29, 2025, compared to 27.2% in the year-ago period as menu price increases were substantially offset by the increase in food costs..

Labor and benefits costs decreased by $2.5 million, or 4.7%, to $50.5 million in the twenty-six weeks ended June 29, 2025, compared to $53.0 million in the year-ago period, primarily due to lower same-store sales, partially offset by wage inflation. As a percentage of company-owned restaurant sales, labor and benefits costs increased to 32.0% in the twenty-six weeks ended June 29, 2025, compared to 31.7% in the year-ago period as wage inflation and sales deleveraging were mostly offset by menu price increases.

Other operating costs increased by $0.9 million, or 2.7%, to $33.9 million in the twenty-six weeks ended June 29, 2025, compared to $33.0 million in the year-ago period, primarily due to new restaurant openings. As a percentage of company-owned restaurant sales, other operating costs was 21.5% in the twenty-six weeks ended June 29, 2025 compared to 19.8% in the year-ago period.

General and administrative expense increased by $12.8 million, or 92.2%, to $26.7 million in the twenty-six weeks ended June 29, 2025, compared to $13.9 million in the year-ago period, primarily due to higher share-based compensation.

Other Expense, Net

Other expense, net was $22.1 million in the twenty-six weeks ended June 29, 2025, compared to $22.7 million in the year-ago period, and in each year, other expense, net consisted primarily of interest expense.

Income Taxes

We recorded an income tax benefit of $1.9 million and $20,000 in the twenty-six weeks ended June 29, 2025 and June 30, 2024, respectively.

Liquidity and Capital Resources

Liquidity is a measurement of our ability to meet potential cash requirements, including ongoing commitments to repay our indebtedness and fund our business operations, acquisitions and expansion of our restaurant locations, and for other general business purposes. Our source of funds for liquidity during the twenty-six weeks ended June 29, 2025 and June 30, 2024 consisted primarily of cash generated by our operations.

We intend to expand our franchise locations, which will require significant liquidity, primarily from our franchisees. If real estate locations of sufficient quality cannot be located and either leased or purchased, the timing of restaurant openings may be delayed. Additionally, if we or our franchisees cannot obtain capital sufficient to fund this expansion, the extent of or timing of restaurant openings may be reduced or delayed.

To fund our cash requirements in the ordinary course of business, we anticipate that we will continue to primarily rely on our operating cash flows, supplemented by our total cash and cash equivalents. As a result, we believe we have sufficient sources of funding to meet our business requirements and plans for the next 12 months.

As of June 29, 2025, we had cash and restricted cash totaling $21.2 million.

Comparison of Cash Flows

Our cash and restricted cash balance was $21.2 million as of June 29, 2025, compared to $25.9 million as of December 29, 2024.

The following table summarizes key components of our audited consolidated cash flows for the twenty-six weeks ended June 29, 2025 and June 30, 2024:

	Twenty-Six Weeks Ended	
(in millions)	**June 29, 2025**	**June 30, 2024**
Net cash used in operating activities	$ (14.6)	$ (6.1)
Net cash used in investing activities	(1.4)	(13.1)
Net cash provided by financing activities	11.2	21.6
Net increase (decrease) in cash and restricted cash	$ (4.8)	$ 2.4

Operating Activities

Net cash used in operating activities increased $8.5 million in the twenty-six weeks ended June 29, 2025 compared to 2024, primarily due to a decrease in net income as adjusted for non cash items, including depreciation and amortization, and higher debt service costs, partially offset by changes in working capital.

Investing Activities

Net cash used in investing activities was $1.4 million in the twenty-six weeks ended June 29, 2025 and was related to purchases of property and equipment in connection with company-owned restaurants, partially offset by the sale leaseback of one company-owned Twin Peaks location. Net cash used in investing activities was $13.1 million in the twenty-six weeks ended June 30, 2024, primarily related to purchases of property and equipment in connection with company-owned restaurants.

Financing Activities

Net cash provided by financing activities was $11.2 million and $21.6 million in the twenty-six weeks ended June 29, 2025 and June 30, 2024, respectively, primarily comprised of contributions from FAT Brands Inc., partially offset by net repayment of borrowings.

Capital Expenditures

As of June 29, 2025, we do not have any material commitments for capital expenditures.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements and accompanying notes are prepared in accordance with GAAP. Preparing condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses. These estimates and assumptions are affected by the application of our accounting policies. Our significant accounting policies are described in our Annual Report on Form 10-K for the year ended December 29, 2024 filed on February 28, 2025. Critical accounting estimates are those that require application of management's most difficult, subjective or complex judgments, often as a result of matters that are inherently uncertain and may change in subsequent periods. While we apply our judgment based on assumptions believed to be reasonable under the circumstances, actual results could vary from these assumptions. It is possible that materially different amounts would be reported using different assumptions. Our critical accounting estimates are identified and described in our annual consolidated financial statements and the related notes included in our Annual Report on Form 10-K for our fiscal year ended December 29, 2024 filed on February 28, 2025. There have been no material changes in such critical accounting policies as disclosed in our Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not Required.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our principal executive officer and principal financial officer, after evaluating the effectiveness of the Company's "Disclosure Controls and Procedures" (as defined in Rules 13a-15(e) and 15d-15(e)) under the Exchange Act as of June 29, 2025, have

concluded that, in regard to the segregation of duties and the financial close process, our Disclosure Controls and Procedures were effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting in connection with an evaluation that occurred during the thirteen weeks ended June 29, 2025 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Inherent Limitations Over Internal Controls

We do not expect that our Disclosure Controls and Procedures will prevent all error and all fraud. A control procedure, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control procedures are met. Because of the inherent limitations in all control procedures, no evaluation of controls can provide absolute assurance that all control issues and instances of frauds, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For a description of our material pending legal proceedings, please see Note 13, *Commitments and Contingencies*, to the condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q, which Note is incorporated by reference in this Item 1.

ITEM 1A. RISK FACTORS

You should carefully consider the factors discussed in Part I, Item 1A. “Risk Factors” and elsewhere in our Annual Report on Form 10-K filed on February 28, 2025, which could materially affect our business, financial condition, cash flows or future results. There have been no material changes in such factors discussed in our Annual Report. The risks described in our Annual Report are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

During the fiscal quarter ended June 29, 2025, no director or officer of the Company adopted or terminated a "Rule 10-b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

Exhibit Number	Description	Incorporated By Reference to			Filed Herewith
		Form	Exhibit	Filing Date	
4.1	Form of Warrant issued to holders of Twin Securitization Notes				X
10.1	Exchange Agreement, dated June 4, 2025, by and between Twin Hospitality Group Inc. and FAT Brands Inc.				X
10.2	Employment Agreement, dated June 27, 2025, between Kim Boerema and Twin Hospitality Group Inc.	8-K	10.1	7/11/2025	
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32.1	Certifications of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X (Furnished)
101.INS	Inline XBRL Instance Document				X (Furnished)
101.SCH	Inline XBRL Taxonomy Extension Schema Document				X (Furnished)
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				X (Furnished)
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				X (Furnished)
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				X (Furnished)
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				X (Furnished)
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Twin Hospitality Group Inc.

Date: July 31, 2025

By */s/ Kenneth J. Kuick*
Kenneth J. Kuick

Chief Financial Officer
(Principal Financial Officer and duly authorized signatory for the registrant)

Warrant No. 2025-_

THIS WARRANT (AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF) ARE SUBJECT TO A MANDATORY LOCKUP PERIOD AS PROVIDED IN THIS WARRANT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS WARRANT NOR THE SECURITIES ISSUABLE UPON EXERCISE HEREOF MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT AS PROVIDED IN THIS WARRANT AND IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS.

TWIN HOSPITALITY GROUP INC.

WARRANT AGREEMENT

(Class A Common Stock)

THIS WARRANT TO PURCHASE CLASS A COMMON STOCK (the "**Warrant**"), issued with an effective date of January 30, 2025 (the "**Issue Date**"), certifies that, for value received, **[NAME]** (the "**Holder**") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, to subscribe for and purchase from Twin Hospitality Group Inc., a Delaware corporation (the "**Company**"), **[AMOUNT]** shares of Class A Common Stock, par value $0.0001 per share (the "**Common Stock**"), of the Company (the "**Warrant Shares**").

This Warrant is one of a series of warrants (the "**Indenture Warrants**") being issued pursuant to the transactions contemplated by that certain Base Indenture, dated as of November 21, 2024 (the "**Base Indenture**"), by and between Twin Hospitality I, LLC and UMB Bank, N.A., as trustee and securities intermediary, and the Series 2024-1 Supplement, dated as of November 21, 2024, between the Company and UMB Bank, N.A., as trustee. Capitalized terms used herein and not otherwise expressly defined herein shall have the meanings assigned to such terms in the Base Indenture.

Section 1. **Definitions**. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this **Section 1**:

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"**Commission**" means the United States Securities and Exchange Commission.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exercise Price**" shall initially be $0.01 per Warrant Share, and may be adjusted from time to time after the date hereof as provided herein.

"**Governmental Authority**" means any federal, state, local, foreign or other governmental, quasi-governmental or administrative body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

"**Law**" means any federal, state, local, municipal, foreign or other law, statute, legislation, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, writ, injunction, order or consent that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Lockup Period" shall mean a period commencing on the Issue Date and ending on the date on which the Company has used at least $75,000,000 of aggregate Qualified Equity Offering Proceeds to prepay the Outstanding Principal Amount of the Series 2024-1 Notes.

"**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"**Rule 144**" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Trading Day**" means a day on which the Trading Market on which the shares of Common Stock are listed is generally open for trading.

"**Trading Market**" means any of the following markets or exchanges on which the Common Stock and the Class A Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing), or any other "national securities exchange" designated as such from time to time by the Commission.

"**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is not then listed or quoted for trading on a Trading Market and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (c) in all other cases, the fair market value of the Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2. **Exercise**.

(a) This Warrant shall be exercisable, in whole or in part, during the period commencing on October 25, 2025 and ending at 5:00 p.m. New York City time on the five (5) year anniversary of the Issue Date (the "**Exercise Period**"). This Warrant may be exercised, in whole or in part, by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy (or e-mail attachment) of the Notice of Exercise Form annexed hereto. Within one (1) Trading Day following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in **Section 2(b)** below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within five (5) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The

Company shall deliver any objection to any Notice of Exercise Form within two (2) Trading Days of receipt of such notice.

(b) **Cashless Exercise**. This Warrant may be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive the number of Warrant Shares equal to the quotient (if such quotient would be a positive number) obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to **Section 2(a)** hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to **Section 2(a)** hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to **Section 2(a)** hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to **Section 2(a)** hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a "cashless exercise," the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to the foregoing sentence.

(c) **Mechanics of Exercise**.

i. **Delivery of Warrant Shares Upon Exercise**. If this Warrant is exercised after termination of the Lockup Period and (A) there is then an effective registration statement permitting the issuance of the Warrant Shares to, or resale of the Warrant Shares by, Holder, or (B) the Warrant Shares are (x) eligible for resale by the Holder pursuant to Rule 144 at the time of sale of such Warrant Shares or (y) eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, then the Company shall cause the Warrant Shares purchased hereunder to be transmitted by its transfer agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system. In all other circumstances in which a Warrant is exercised, the Warrant Shares shall be delivered in book entry form, registered in the Company's stock register in the name of the Holder, and bearing appropriate "stop transfer" legends prohibiting transfer or sale of the Warrant Shares until after termination of the Lockup Period and in compliance with the Securities Act and other applicable securities laws. The Company shall, at the request of Holder, promptly deliver all the necessary documentation to cause the transfer agent to the Company to promptly remove all restrictive legends from any of the Warrant Shares pursuant to the foregoing, and promptly deliver or cause its legal counsel to promptly deliver to the transfer agent to the Company the necessary legal opinions or instruction letters required by the transfer agent to the Company, if any, to promptly effectuate the foregoing.

ii. **Delivery of New Warrants Upon Exercise**. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. **No Fractional Shares or Scrip**. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

iv. **Charges, Taxes and Expenses**. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

(d) **Holder's Exercise Limitations**. The Holder may notify the Company in writing in the event that it elects to be subject to the provisions contained in this **Section 2(d)**, however, the Holder shall not be subject to this **Section 2(d)** unless it makes such election. If such election is made by the Holder, the Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to **Section 2** or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Class A Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Class A Common Stock issuable upon conversion of the outstanding Common Stock immediately after the exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Class A Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Class A Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this **Section 2(d)**, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this **Section 2(d)** applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this **Section 2(d)**, in determining the number of outstanding shares of Class A Common Stock, a Holder may rely on the number of outstanding shares of Class A Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public

announcement by the Company or (C) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Class A Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Class A Common Stock then outstanding. In any case, the number of outstanding shares of Class A Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Class A Common Stock was reported. The "**Beneficial Ownership Limitation**" shall be **4.99%** or **9.8%** (or such other amount as the Holder may specify) of the number of shares of the Class A Common Stock outstanding immediately after giving effect to the issuance of shares of Class A Common Stock issuable upon conversion of the outstanding Common Stock immediately after the exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this **Section 2(d)**. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company.

Section 3. **Certain Adjustments**.

(a) **Stock Dividends and Splits**. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Class A Common Stock or any other equity or equity equivalent securities payable in shares of Class A Common Stock (which, for avoidance of doubt, shall not include any shares of Class A Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Class A Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Class A Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Class A Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Class A Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Class A Common Stock outstanding immediately after such event, and the number of securities issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this **Section 3(a)** shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) **Rights Offerings**. In addition to any adjustments pursuant to **Section 3(a)** above, if at any time the Company grants, issues or sells any Common Stock equivalents or rights to purchase stock, warrants or securities or other property pro rata to all (or substantially all) of the record holders of any class of shares of Common Stock ("**Purchase Rights**"), then Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which Holder would have acquired if Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record date is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issuance or sale of such Purchase Rights; provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in Holder exceeding the Beneficial Ownership Limitation, then Holder shall not be entitled to participate in such Purchase Right to such extent and such Purchase Right shall be held in abeyance for Holder until such time, if ever, as its right thereto would not result in Holder exceeding the Beneficial Ownership Limitation.

(b) **Fundamental Transaction**. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which all holders of Class A Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding

Class A Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Class A Common Stock or any compulsory share exchange pursuant to which all outstanding shares of Class A Common Stock are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Class A Common Stock (not including any shares of Class A Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "**Fundamental Transaction**"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Security that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in **Section 2(d)** on the exercise of this Warrant), the number of shares of Class A Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and such amount of cash or any other consideration (collectively, the "**Alternate Consideration**") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Class A Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (assuming conversion of the outstanding Common Stock and without regard to any limitation in **Section 2(d)** on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Class A Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Class A Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(c) **Calculations**. All calculations under this **Section 3** shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this **Section 3**, the number of shares of Class A Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Class A Common Stock (excluding treasury shares, if any) issued and outstanding.

(d) **Notice to Holder**. Whenever the Exercise Price or the number of shares of Class A Common Stock issuable upon exercise of a Warrant is adjusted pursuant to any provision of this Warrant, the Company shall promptly notify the Holder in writing setting forth such adjustments setting forth a statement of the facts requiring such adjustment.

Section 4. **Transfer of Warrant**.

(a) **Transferability**. Subject to any applicable securities laws and **Section 4(d)**, this Warrant, the Warrant Shares, and any rights hereunder may only be transferred, in whole or in part, following the termination of the Lockup Period. Following the Lockup Period, transfer of the Warrant may be effected by delivery of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto, duly executed by the Holder. Upon such surrender, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment (subject to minimum denominations of 100,000 shares), and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Warrant in full.

(b) **New Warrants**. At any time following the termination of the Lockup Period, this Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued

(subject to minimum denominations of 100,000 shares), signed by the Holder or its agent or attorney. Subject to compliance with **Section 4(a)**, as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) **Representation by the Holder**. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

(d) **Lockup Period.** Notwithstanding anything to the contrary herein, none of this Warrant, the Warrant Shares, or any interest herein may be transferred, assigned, encumbered or otherwise disposed of prior to the termination of the Lockup Period, and any attempted transfer in violation of the foregoing shall be void ab initio; provided, that during the Lockup Period a Holder may sell, assign, transfer, pledge or dispose of all or any portion of a Warrant or any Warrant Shares to an Affiliate of the Holder, provided further that such Affiliate agrees in writing to be bound by the transfer and other restrictions contained in this Warrant.

Section 5. Registration Rights.

(a) **Re-Sale Registration**.

i. *Grant of Right*. No later than October 1, 2025 (the "**Filing Date**"), the Company shall file with the Commission (at the Company's sole cost and expense) a registration statement on Form S-3 (or, of Form S-3 is not then available, Form S-1) or such other form of registration statement as is then available registering the resale of the Warrant Shares issuable upon exercise of the Warrants (a "**Registration Statement**" (which term, for the avoidance of doubt, shall include any registration statement filed pursuant to this **Section 5**)), and the Company shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective as soon as practicable after the filing thereof, but no later than the expiration of the Lockup Period. The Company agrees that the Company will use its reasonable best efforts to, at its expense, cause such Registration Statement or another registration statement (which may be a "shelf registration statement") to remain effective with respect to Holder, keep any qualification, exemption or compliance under state securities laws which the Company determines to obtain continuously effective with respect to Holder, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earlier of (i) the date on which all of the Warrant Shares shall have been sold, or (ii) on the first date on which Holder can sell all of its Warrant Shares (or shares received in exchange therefor) under Rule 144 of the Securities Act without limitation as to the manner of sale, the amount of such securities that may be sold and without the requirement for the Company to be in compliance with the current public information required under Rule 144.

ii. *Terms*. The Company shall bear all fees and expenses attendant to the registration of the Warrant Shares pursuant to **Section 5(a)(i)**, but the holders of Registrable Securities shall pay any and all underwriting commissions and the expenses of any legal counsel selected by such holders to represent them in connection with the sale of the Registrable Securities. The Company agrees to use its reasonable best efforts to cause the filing required herein to become effective promptly and to qualify or register the Registrable Securities in such States as are reasonably requested by the Holder; provided, however, that in no event shall the Company be required to register the Registrable Securities in a State in which such registration would cause: (i) the Company to be obligated to register or license to do business in such State or submit to general service of process in such State, or (ii) the principal shareholders of the Company to be obligated to escrow their shares of capital stock of the Company. The Company shall be entitled to delay the filing or postpone the effectiveness of the Registration Statement, and from time to time to require Holder not to sell under the Registration Statement or to suspend the effectiveness thereof, if (A) the Company's board of directors reasonably determines that in order for the Registration Statement not to contain a material misstatement or omission, an amendment thereto would be needed,

(B) the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event the Company's board of directors reasonably believes would require additional disclosure by the Company in the Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Company's board of directors to cause the Registration Statement to fail to comply with applicable disclosure requirements or (C) in the reasonable judgment of the Company's board of directors, such filing or effectiveness or use of such Registration Statement would be seriously detrimental to the Company (such circumstance, a "**Suspension Event**"); *provided, however,* that the Company may not delay or suspend the Registration Statement for more than 60 consecutive calendar days or for more than 120 calendar days in any 360 day period. Upon receipt of any written notice from the Company (which notice shall not contain any material non-public information regarding the Company) of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, Holder agrees that (1) it will immediately discontinue offers and sales of the Warrant Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until Holder receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatements or omissions referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (2) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by Law or subpoena.

iii. The Company shall promptly advise Holder: (A) when a Registration Statement or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective; (B) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information; (C) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose; (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Warrant Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and (E) subject to the provisions in this Warrant, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading. Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising Holder of such events, provide Holder with any material, nonpublic information regarding the Company other than to the extent that providing notice to Holder of the occurrence of the events listed in (A) through (E) above constitutes material, nonpublic information regarding the Company or subjects the Holder to any duty of confidentiality. The Company shall use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement if such order should be issued. Except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement as contemplated by this Warrant, the Company shall use its reasonable best efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Warrant Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) **Piggy-Back Registration**.

i. *Grant of Right*. In addition to the registration rights described in **Section 5(a)**, at any time following the termination of the Lockup Period, if any of the shares issuable upon exercise of the Indenture Warrants cannot be sold by the holders thereof without volume or manner-of-sale restrictions pursuant to Rule 144 or pursuant to an effective registration statement Holder shall have the right to include the Warrant Shares as part of any other registration of securities filed by the Company (other than in connection with a transaction contemplated

by Rule 145(a) promulgated under the Securities Act or pursuant to Form S-8 or any equivalent form); provided, however, that if, solely in connection with any primary underwritten public offering for the account of the Company, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of Shares which may be included in the Registration Statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such Registration Statement only such limited portion of the Registrable Securities with respect to which the Holder requested inclusion hereunder as the underwriter shall reasonably permit. Any exclusion of Registrable Securities shall be made pro rata among all Holders seeking to include Registrable Securities in proportion to the number of Registrable Securities sought to be included by such Holders; provided, however, that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in such Registration Statement or are not entitled to pro rata inclusion with the Registrable Securities.

ii. *Terms*. The Company shall bear all fees and expenses attendant to registering the Warrant Shares pursuant to **Section 5(b)(i)** hereof, but Holder shall pay any and all underwriting commissions and the expenses of any legal counsel selected by Holder to represent it in connection with the sale of the Registrable Securities. In the event of such a proposed registration, the Company shall furnish Holder with not less than thirty (30) days written notice prior to the proposed date of filing of such Registration Statement.

(c) **Indemnification**.

i. The Company agrees to indemnify and hold harmless, to the extent permitted by Law, the Holder, its directors, and officers, employees, and agents, and each Person who controls the Holder (within the meaning of the Securities Act or the Exchange Act) and each Affiliate of the Holder (within the meaning of Rule 405 under the Securities Act), to the extent the Holder is a seller under the Registration Statement, from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances in which they were made) not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by or on behalf of the Holder expressly for use therein.

ii. The Holder agrees, in connection with any Registration Statement under which the Holder is a seller, severally and not jointly with any other Holder, to indemnify and hold harmless the Company, its Affiliates and its and its Affiliates' directors, officers, employees and agents, and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) against any losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) resulting from any untrue statement of material fact contained in the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances in which they were made) not misleading, but only to the extent that such untrue statement or omission is contained (or not contained, in the case of an omission) in any information or affidavit so furnished by or on behalf of the Holder expressly for use therein. In no event shall the liability of the Holder be greater in amount than the dollar amount of the net proceeds received by the Holder upon the sale of the Warrant Shares giving rise to such indemnification obligation.

iii. Any Person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent. An indemnifying

party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

iv. The indemnification provided for under this Warrant shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, Affiliate or controlling Person of such indemnified party and shall survive the transfer of the Warrant or Warrant Shares.

v. If the indemnification provided under this **Section 5(c)** from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made (or not made, in the case of an omission) by, or relates to information supplied (or not supplied, in the case of an omission) by or on behalf of, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the other limitations set forth in this **Section 5**, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this **Section 5** from any Person who was not guilty of such fraudulent misrepresentation. Any contribution pursuant to this **Section 5** by any seller of Warrant Shares shall be limited in amount to the amount of net proceeds received by such seller from the sale of such Warrant Shares pursuant to the Registration Statement. Notwithstanding anything to the contrary herein, in no event will any party be liable for consequential, special, exemplary or punitive damages in connection with this Warrant.

Section 6. **Miscellaneous**.

(a) **No Rights as Stockholder Until Exercise**. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof.

(b) **Loss, Theft, Destruction or Mutilation of Warrant**. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) **Saturdays, Sundays, Holidays, etc**. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then such action may be taken or such right may be exercised on the next succeeding Trading Day.

(d) **Authorized Shares**. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Class A Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The

Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(e) **Governing Law; Jurisdiction**. This Warrant and all claims arising out of or based upon this Warrant or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. Any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Warrant or relating to the subject matter hereof shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York and the state courts sitting in the State of New York, County of New York.

(f) **Notices**. Any notice, request or other document required or permitted to be given or delivered to the Holder shall be in writing and be deemed to have been duly given (i) when delivered in person, (ii) three Business Days after being sent, if sent by registered or certified mail return receipt requested, postage prepaid, (iii) one Business Day after being sent, if sent by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email with electronic confirmation of delivery, in each case, addressed to the intended recipient at its address specified below or to such electronic mail address or address as subsequently modified by written notice given in accordance with this **Section 6(f)**.

If to the Company:

Twin Hospitality Group Inc.
5151 Belt Line Road, Suite 1200
Dallas, Texas 75254
Attention: Chief Legal Officer
Email:
Phone:

If to Holder:

(g) **Successors and Assigns**. Subject to applicable securities laws and the transfer restrictions in this Warrant, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(h) **Amendment**. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Majority Holders, except that no such modification or amendment may increase the Exercise Price, shorten the Exercise Period or decrease the number of Warrant Shares of this Warrant without the written consent of the Holder of this Warrant.

(i) **Severability**. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(j) **Headings**. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

(k) **Listing**. The Company shall use its best efforts to cause all Warrant Shares to be listed on each securities exchange or automated quotation system on which the Class A Common Stock has been listed.

****

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be duly executed on the date indicated below, with an effective date as of the Issue Date.

TWIN HOSPITALITY GROUP INC.

By: _____

Name: Kenneth Kuick

Title: Chief Financial Officer

Execution Date:

[Signature Pages Continue]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant to be duly executed on the date indicated below, with an effective date as of the Issue Date.

[NAME]

By: _____

Name:

Title:

Execution Date:

NOTICE OF EXERCISE

TO: TWIN HOSPITALITY GROUP INC.

(1) The undersigned hereby elects to purchase _____ shares of Class A Common Stock of Twin Hospitality Group Inc. pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(b), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(b).

(3) Please register and issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

_____

_____

_____

(4) **Accredited Investor**. If the Warrant is being exercised via cash exercise, the undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(*To assign the foregoing warrant, execute this form and supply required information. Do not use this form to exercise the warrant.*)

FOR VALUE RECEIVED, [____] all of or [_____] shares of Common Stock of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Exhibit 10.1

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this "***Agreement***"), dated as of June 4, 2025 (the "***Effective Date***"), is made by and between Twin Hospitality Group Inc., a Delaware corporation (the "***Company***"), and FAT Brands Inc., a Delaware corporation ("***FAT***").

RECITALS

WHEREAS, as of the Effective Date, FAT has made intercompany advances to the Company and its subsidiaries, which are due and payable upon demand, and has committed to make additional advances to the Company and its subsidiaries, in an aggregate principal amount of $31,200,345 (such amount is referred to herein as the "***Advances***", but does not include any future intercompany advances not included in such amount); and

WHEREAS, the Company desires to issue shares of its Class A Common Stock, par value $0.0001 per share ("***Common Stock***"), to FAT at market value in exchange for cancelation of its obligation to repay the Advances.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and FAT agree as follows:

1. Exchange.

1.1. Exchange Commitments. At the Closing (as hereinafter defined), (a) the Company will issue to FAT the total number of whole shares of Common Stock (the "***Shares***") equal to the amount of the Advances divided by the Share Price of the Common Stock (as hereinafter defined), and (b) FAT will cancel and forever discharge the Company's obligation to repay the Advances. The actions described in subparts (a) and (b), collectively, are referred to as the "***Exchange***".

1.2. Share Price. The "***Share Price***" as used herein shall mean the greater of: (i) the "Nasdaq Official Closing Price" of the Common Stock (as reflected on Nasdaq.com) on the trading day immediately preceding the Effective Date; and (ii) the average "Nasdaq Official Closing Price" of the Common Stock (as reflected on Nasdaq.com) for the five trading days immediately preceding the Effective Date.

1.3. Effect of Exchange. Upon the Closing, the Advances will be forever canceled and discharged and be deemed null and void. Except for obligations created under this Agreement, upon the Closing, FAT forever releases and discharges the Company and its past, present and future affiliates, subsidiaries, predecessors, successors and assigns from any and all claims, demands, actions, causes of action, obligations and liabilities relating to the Advances.

2. Closing and Other Deliveries.

2.1. Closing. The completion of the Exchange (the "***Closing***") will take place on the Effective Date or as soon as practicable thereafter (the "***Closing Date***"). The closing will take place remotely via the delivery and exchange of documents and signatures.

2.2. Deliveries. At the Closing, FAT will cancel on its books and records the amount of Advances that are discharged in the Exchange, and the Company will deliver or cause to be delivered to FAT evidence of the issuance of the Shares, which may take the form of one or more physical share certificates and/or book entry issuance of all or a portion of the Shares.

3. Representations and Warranties of FAT. FAT hereby represents and warrants to the Company as of the Effective Date and as of the Closing Date as follows:

3.1. Complete Ownership. FAT is the sole record and beneficial owner of the Advances, free and clear of any and all liens or restrictions on transfer.

3.2. Organization. FAT is duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with full power and authority (corporate and other) to own, lease, use and operate its properties, if any, and to carry on its business as and where now owned, leased, used, operated and conducted.

3.3. Authorization; Enforcement. (a) FAT has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby in accordance with the terms hereof; (b) the execution, delivery and performance of this Agreement by FAT and the consummation by it of the transactions contemplated hereby have been duly authorized by all required parties and no further consent or authorization of FAT, its board of directors or its stockholders is required; (c) this Agreement has been duly executed and delivered by FAT; and (d) assuming the valid and binding execution of this Agreement by the Company and compliance with the terms of this Agreement by the Company, this Agreement constitutes a legal, valid and binding obligation of FAT enforceable against FAT by the Company in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, or moratorium or similar laws affecting the rights of creditors generally and the application of general principles of equity.

3.4. Investment Purpose. FAT is acquiring the Shares for investment for FAT's own account and without any view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "***Securities Act***"). FAT is an "accredited investor" as such term is defined in Rule 501(a) of the rules and regulations promulgated under the Securities Act.

3.5. No Registration. FAT understands that the Shares have not been registered under the Securities Act or applicable state securities laws, and will be issued in reliance on exemptions from registration under the Securities Act and applicable state securities laws. Neither the Company nor any other person is under any obligation to register the Shares under the Securities

Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

3.6. Restrictions on Transfer. FAT is fully informed and aware of the circumstances under which the Shares must be held and the restrictions upon the resale of the Shares under the Securities Act and any applicable state securities laws. In this connection, FAT understands that the Shares may not be resold unless they are registered under the Securities Act and any applicable state securities laws or unless an exemption from such registration is available, that the availability of an exemption may depend on factors over which FAT has no control, and that unless so registered or exempt from registration the Shares may be required to be held for an indefinite period.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to FAT as of the Effective Date and as of the Closing Date as follows:

4.1. Organization and Qualification. The Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with full power and authority (corporate and other) to own, lease, use and operate its properties, if any, and to carry on its business as and where now owned, leased, used, operated and conducted. The Company is duly qualified to do business and is in good standing in every jurisdiction in which the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a material adverse effect.

4.2. Authorization; Enforcement.

4.2.1. The Company has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement, to consummate the transactions contemplated hereby and to issue the Shares in accordance with the terms hereof.

4.2.2. The execution, delivery and performance of this Agreement by the Company and the consummation by it of the transactions contemplated hereby (including without limitation the issuance of the Shares in accordance with the Company's Certificate of Incorporation and this Agreement) have been duly authorized by the Company's board of directors and no further consent or authorization of the Company, its board of directors or its stockholders is required.

4.2.3. This Agreement has been duly executed and delivered by the Company.

4.2.4. Assuming the valid and binding execution of this Agreement by FAT and compliance with the terms of this Agreement by FAT, this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company by FAT in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, or moratorium or similar laws affecting the rights of creditors generally and the application of general principles of equity.

4.3. Issuance of Shares. The Shares have been duly authorized and, upon issuance in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances and charges with respect to the issuance thereof.

5. Miscellaneous.

5.1. Governing Law; Venue. THIS AGREEMENT (AND ANY CLAIMS OR CAUSE OF ACTION ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR STATUTE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each of the parties hereto irrevocably and unconditionally agrees that any legal action, suit or proceeding against it with respect to any matter arising under, out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, then any federal court of the United States of America sitting in the State of Delaware), and by execution and delivery of this Agreement, each of the parties hereto: (a) irrevocably submits itself to the nonexclusive jurisdiction of such court, (b) waives any objection to laying venue in any such action, suit or proceeding and (c) waives any objection that such court is an inconvenient forum or does not have jurisdiction over such party. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT, TORT OR STATUTE).

5.2. Counterparts; Signatures by Facsimile. This Agreement may be executed in counterparts, all of which are considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other parties. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

5.3. Headings. The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.

5.4. Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision will be deemed modified in order to conform with such statute or rule of law. Any provision hereof that may prove invalid or unenforceable under any law will not affect the validity or enforceability of any other provision hereof.

5.5. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions,

promises, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

5.6. Consents; Waivers and Amendments. The provisions of this Agreement may only be amended, modified, supplemented or waived upon the prior written consent of each of the Company and FAT.

5.7. Notices. Any notices required or permitted to be given under the terms of this Agreement must be sent by certified or registered mail (return receipt requested) or delivered personally or by courier (including a recognized overnight delivery service) or by facsimile and will be effective five days after being placed in the mail, if mailed by regular U.S. mail, or upon receipt, if delivered personally, by courier (including a recognized overnight delivery service) or by facsimile, in each case addressed to a party. The addresses for such communications are:

If to Twin Hospitality Group Inc.:

Twin Hospitality Group Inc.
5151 Belt Line Road, Suite 1200
Dallas, Texas 75254
Attention: Chief Executive Officer

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

Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Attention: Mark Kelson and William Wong

If to FAT Brands Inc.:

FAT Brands Inc.
9720 Wilshire Blvd., Suite 500
Beverly Hills, CA 90212
Attention: Chief Executive Officer

Each party will provide written notice to the other parties of any change in its address.

5.8. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.9. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.10. Survival. Unless otherwise set forth in this Agreement, the representations and warranties of FAT and the Company contained in or made pursuant to this Agreement will survive the execution and delivery of this Agreement and the closings under this Agreement and will in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of FAT or the Company.

5.11. Further Assurances. Each party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all other agreements, certificates, instruments and documents, as another party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5.12. No Strict Construction. The language used in this Agreement is deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.13. Equitable Relief. Each party recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the other parties. Each of the parties therefore agrees that the other parties are entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

TWIN HOSPITALITY GROUP INC.

By: /s/ Kenneth Kuick
Name: Kenneth Kuick
Title: Chief Financial Officer

FAT BRANDS INC.

By: /s/ Taylor Wiederhorn
Name: Taylor Wiederhorn
Title: Co-Chief Executive Officer

Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, Kim A. Boerema, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Twin Hospitality Group Inc.:

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2025

/s/ Kim A. Boerema
Kim A. Boerema
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, Kenneth J. Kuick, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Twin Hospitality Group Inc.:

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2025

/s/ Kenneth J. Kuick
Kenneth J. Kuick
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned hereby certifies, in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of Twin Hospitality Group Inc., that, to his or her knowledge, the Quarterly Report of Twin Hospitality Group Inc. on Form 10-Q for the period ended June 29, 2025 fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operation of the company.

Date: July 31, 2025 By */s/ Kim A. Boerema*

Kim A. Boerema
Chief Executive Officer
(Principal Executive Officer)

Date: July 31, 2025 By */s/ Kenneth J. Kuick*

Kenneth J. Kuick
Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Twin Hospitality Group Inc. and will be retained by Twin Hospitality Group Inc. and furnished to the Securities and Exchange Commission or its staff upon request.