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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Falcon's Beyond Global, Inc.
(Name of Issuer)

Class A common stock, par value $0.0001 per share; Series A Preferred Stock
(Title of Class of Securities)

306121104; 306121203
(CUSIP Number)

Garrett Schreiber
109 Old Branchville Road
Ridgefield, Connecticut 06877
(201) 956-1969
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 5, 2023
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1.	Names of Reporting Persons FAST Sponsor II LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0 (Class A common stock, par value $0.0001 per share (“Class A common stock”)); 0 (Series A Preferred Stock (“Preferred Stock”))
	8.	Shared Voting Power 5,395,622[(1)] (Class A Common Stock); 1,441,123[(2)] (Preferred Stock)
	9.	Sole Dispositive Power 0 (Class A Common Stock); 0 (Preferred Stock)
	10.	Shared Dispositive Power 5,395,622[(1)] (Class A Common Stock); 1,441,123[(2)] (Preferred Stock)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,395,622[(1)] (Class A Common Stock); 1,441,123[(2)] (Preferred Stock)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 49.2%[(3)] (Class A Common Stock); 68.7%[(4)] (Preferred Stock)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Includes (i) 1,250,000 shares of Class A Common Stock converted from SPAC Class A Common Stock, (ii) 1,162,500 Earnout Shares, (iii) 1,673,011 shares of Class A Common Stock issuable upon exercise of the Warrants and (iv) 1,310,111 shares of Class A Common Stock issuable upon conversion of 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

(2) Includes 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

(3) Based on 7,985,976 shares of Class A Common Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 2,983,122 shares of Class A Common Stock issuable upon exercise of the Warrants and the subsequent conversion of the Preferred Stock.

(4) Based on 656,333 shares of Preferred Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

1.	Names of Reporting Persons FAST Sponsor II Manager LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0 (Class A Common Stock); 0 (Preferred Stock)
	8.	Shared Voting Power 5,395,622(1) (Class A Common Stock); 1,441,123(2) (Preferred Stock)
	9.	Sole Dispositive Power 0 (Class A Common Stock); 0 (Preferred Stock)
	10.	Shared Dispositive Power 5,395,622(1) (Class A Common Stock); 1,441,123(2) (Preferred Stock)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,395,622(1) (Class A Common Stock); 1,441,123(2) (Preferred Stock)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 49.2%(3) (Class A Common Stock); 68.7%(4) (Preferred Stock)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Includes (i) 1,250,000 shares of Class A Common Stock converted from SPAC Class A Common Stock, (ii) 1,162,500 Earnout Shares, (iii) 1,673,011 shares of Class A Common Stock issuable upon exercise of the Warrants and (iv) 1,310,111 shares of Class A Common Stock issuable upon conversion of 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

(2) Includes 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

(3) Based on 7,985,976 shares of Class A Common Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 2,983,122 shares of Class A Common Stock issuable upon exercise of the Warrants and the subsequent conversion of the Preferred Stock.

(4) Based on 656,333 shares of Preferred Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

1. Names of Reporting Persons

   Garrett Schreiber

2. Check the Appropriate Box if a Member of a Group (See Instructions)

   (a) ☐
   (b) ☐

3. SEC Use Only

4. Source of Funds (See Instructions)

   OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization

   United States of America

Number of Shares Beneficially Owned by Each Reporting Person With		
	7. Sole Voting Power	0 (Class A Common Stock); 0 (Preferred Stock)
	8. Shared Voting Power	5,395,622[1] (Class A Common Stock); 1,441,123[2] (Preferred Stock)
	9. Sole Dispositive Power	0 (Class A Common Stock); 0 (Preferred Stock)
	10. Shared Dispositive Power	5,395,622[1] (Class A Common Stock); 1,441,123[2] (Preferred Stock)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

    5,395,622[1] (Class A Common Stock); 1,441,123[2] (Preferred Stock)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

13. Percent of Class Represented by Amount in Row (11)

    49.2%[3] (Class A Common Stock); 68.7%[4] (Preferred Stock)

14. Type of Reporting Person (See Instructions)

    IN

(1) Includes (i) 1,250,000 shares of Class A Common Stock converted from SPAC Class A Common Stock, (ii) 1,162,500 Earnout Shares, (iii) 1,673,011 shares of Class A Common Stock issuable upon exercise of the Warrants and (iv) 1,310,111 shares of Class A Common Stock issuable upon conversion of 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.
(2) Includes 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.
(3) Based on 7,985,976 shares of Class A Common Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 2,983,122 shares of Class A Common Stock issuable upon exercise of the Warrants and the subsequent conversion of the Preferred Stock.
(4) Based on 656,333 shares of Preferred Stock outstanding as of October 6, 2023, as reported by the Issuer on its Form 8-K filed on October 12, 2023, plus 1,441,123 shares of Preferred Stock issuable upon exercise of the Warrants.

Explanatory Note

This statement on Schedule 13D (this "Schedule 13D") is being filed to report beneficial ownership of certain shares of Class A common stock, par value $0.0001 per share ("Class A Common Stock") and Series A Preferred Stock ("Preferred Stock") of Falcon's Beyond Global, Inc., a Delaware corporation (the "Issuer").

The Reporting Persons

This Schedule 13D is filed by (i) FAST Sponsor II LLC ("Sponsor"), (ii) FAST Sponsor II Manager LLC ("Manager") and (iii) Garrett Schreiber ("Mr. Schreiber" and, together with Sponsor and Manager, the "Reporting Persons"). Manager is the manager of Sponsor and has voting and investment discretion with the respect to the securities held by Sponsor, and Mr. Schreiber is the sole member of Manager and has voting and investment discretion with the respect to the securities held by Sponsor.

Sponsor was formed as the sponsor entity for FAST Acquisition Corp. II ("SPAC"), a Delaware corporation formed as a special purpose acquisition company. On March 18, 2021, SPAC consummated its initial public offering (the "SPAC IPO").

SPAC Securities

On January 6, 2021, Sponsor purchased 5,750,000 shares of Class B common stock, par value $0.0001 per share, of SPAC (the "SPAC Class B Common Stock") for an aggregate price of $25,000. Sponsor agreed to forfeit for no consideration up to 750,000 shares of SPAC Class B Common Stock to the extent that the over-allotment option was not exercised in full by the underwriters, so that the SPAC Class B Common Stock would represent 20.0% of SPAC's issued and outstanding shares after the SPAC IPO. On March 26, 2021, the underwriter exercised in part the over-allotment option, and Sponsor forfeited 191,578 shares of SPAC Class B Common Stock. The SPAC Class B Common Stock was purchased using working capital of the Sponsor.

Simultaneously with the closing of the SPAC IPO, SPAC completed the private placement of 4,000,000 redeemable warrants, each warrant to purchase one share of Class A Common Stock, par value $0.0001 per share, of SPAC (the "SPAC Class A Common Stock"), at a price of $11.50 per share (the "SPAC Warrants"), at a price of $1.50 per SPAC Warrant to Sponsor for a total of $6.0 million. SPAC consummated a second closing of the private placement simultaneously with the closing of the over-allotment on March 26, 2021, for an additional 297,825 SPAC Warrants at a price of $1.50 per SPAC Warrant to Sponsor for a total of approximately $0.4 million. The SPAC Warrants were purchased using working capital of the Sponsor.

The Business Combination

On October 5, 2023, SPAC merged with and into the Issuer (the "SPAC Merger") pursuant to that certain Amended and Restated Agreement and Plan of Merger, dated as of January 31, 2023, as amended by the First Amendment to the Merger Agreement, dated as of June 25, 2023, as further amended by the Second Amendment to the Merger Agreement, dated as of July 7, 2023, and as further amended by the Third Amendment to the Merger Agreement, dated as of September 1, 2023 (the "Merger Agreement"), by and among SPAC, Falcon's Beyond Global, LLC, a Florida limited liability company that has since redomesticated as a Delaware limited liability company ("Falcon's"), the Issuer and Palm Merger Sub, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Issuer ("Merger Sub"). On October 6, 2023, pursuant to the Merger Agreement, (the "Acquisition Merger"), Merger Sub merged with and into Falcon's (the "Acquisition Merger," and collectively with the SPAC Merger, the "Business Combination"), with Falcon's as the surviving entity of such merger.

Common Stock

On October 4, 2023, in connection with the consummation of the Business Combination, each share of SPAC Class B Common Stock held by Sponsor automatically converted into one share of SPAC Class A Common Stock.

On October 5, 2023, in connection with the SPAC Merger, the 5,558,422 shares of SPAC Class A Common Stock that Sponsor received upon the conversion of its SPAC Class B Common Stock were automatically cancelled in exchange for the right to receive (A) 5,558,422 newly issued shares of Class A Common Stock and (B) beneficial ownership of 1,162,500 shares of Class A Common Stock (the “Earnout Shares”), to be held in escrow pending the achievement of certain earnout targets. Sponsor holds voting rights with respect to the escrowed Earnout Shares but has entered into a stockholder agreement with the Issuer pursuant to which Sponsor agreed to vote or cause to be voted all such Earnout Shares held for Sponsor's benefit in escrow for or against, to be not voted, or to abstain, in the same proportion as the shares held by the holders of the Issuer’s common stock as a whole are voted for or against, not voted, or abstained on any matter.

On October 6, 2023, in connection with the Business Combination, Sponsor delivered to the Issuer for cancellation and for no consideration 4,308,422 shares of Class A Common Stock pursuant to that certain Amended and Restated Sponsor Support Agreement, dated as of January 31, 2023 (the “Sponsor Agreement”), by and among Sponsor, SPAC, the Issuer and Falcon’s. Following the disposition, 1,162,500 of the shares of Class A Common Stock remained held in escrow pending the achievement of certain earnout targets and subject to the voting restrictions described in the preceding paragraph.

Sponsor currently holds 2,412,500 shares of Class A Common Stock comprised of 1,250,00 shares of Class A Common Stock converted from SPAC Class A Common Stock and 1,162,500 Earnout Shares.

Warrants

On October 4, 2023, Sponsor elected to convert $1.1 million outstanding principal balance of working capital loans to SPAC into SPAC Warrants at a price of $1.50 per warrant pursuant to the terms of that certain Amended and Restated Promissory Note, dated as of July 20, 2022 from SPAC to Sponsor.

On October 5, 2023, in connection with the SPAC Merger, each SPAC Warrant was assumed by the Issuer and automatically converted into one private placement warrant of the Issuer (the “Warrants”). The Warrants will be exercisable at an exercise price of $11.50, subject to adjustment, commencing 30 days following the closing of the Business Combination for (i) 0.580454 shares of Class A Common Stock and (ii) one half of one share of Preferred Stock. On October 6, 2023, in connection with the Business Combination, Sponsor delivered to the Issuer for cancellation and for no consideration 2,148,913 Warrants pursuant to the Sponsor Agreement.

Sponsor currently holds 2,882,245 Warrants, exercisable for 1,673,011 shares of Class A Common Stock and 1,441,123 shares of Preferred Stock.

Preferred Stock

The shares of Preferred Stock reported herein are the shares of Preferred Stock that would be received by the Sponsor upon exercise of its Warrants. The Reporting Persons do not currently hold any Preferred Stock directly.

Item 1. Security and Issuer

(a) This Schedule 13D relates to the Class A Common Stock and Preferred Stock of the Issuer.

(b) The principal executive office of the Issuer is located at 6996 Piazza Grande Avenue, Suite 301, Orlando, Florida 32835.

Item 2. Identity and Background

(a) The persons and entities filing this Schedule 13D are:

(i) Sponsor, a Delaware limited liability company

(ii) Manager, a Delaware limited liability company

(iii) Mr. Schreiber, a natural person

(b) The address of the principal place of business of each of the Reporting Persons is 109 Old Branchville Road, Ridgefield, Connecticut 06877.

(c) The principal business of:

(i) Sponsor has been to act as SPAC's sponsor in connection with the SPAC IPO and search for an initial business combination target on behalf of SPAC.

(ii) Manager is the management of Sponsor.

(iii) Mr. Schreiber is as a partner at &vest, a hybrid venture fund and branding agency focused on opportunities in the consumer lifestyle space.

(d) During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Citizenship or Place of Organization for the Reporting Persons is:

(i) Sponsor – Delaware

(ii) Manager – Delaware

(iii) Mr. Schreiber – United States of America

Item 3. Source and Amount of Funds or Other Consideration

The Reporting Persons received all securities reported herein in connection with the Business Combination.

The information provided and incorporated by reference in the explanatory note is hereby incorporated by reference in this Item 3.

Item 4. Purpose of Transaction

As described in the explanatory note and Item 3, the shares of Common Stock reported in this Schedule 13D as beneficially owned by the Reporting Persons were acquired in connection with the Business Combination.

The Reporting Persons do not have any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) – (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Class A Common Stock or the Preferred Stock, conditions in the securities markets and general economic and industry conditions, the Reporting Persons and their representatives may in the future take such actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation, engaging in communications with members of the Issuer's board of directors (including Sandy Beall, the former chief executive officer of SPAC and a partner of &vest, Ramin Arani, a former director of SPAC and operating partner at &vest, and Doug Jacob, founder of SPAC and co-founder of &vest), members of the Issuer's management and/or other shareholders of the Issuer from time to time with respect to potential operational, strategic, financial or governance matters, engaging in short selling of or any hedging or similar transaction with respect to the Class A Common Stock or the Preferred Stock, including swaps and other derivative instruments, or changing its intention with respect to any and all matters referred to in Item 4.

Each of the Reporting Persons may adopt in the future, trading plans in accordance with Rule 10b5-1 under the Exchange Act, in order to sell Class A Common Stock or Preferred Stock. Otherwise, the Reporting Persons have no plans or proposals that relate to or would result in any of the changes or transactions enumerated in subsections (a) - (j) of Item 4 of the General Instructions for Complying with Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

The information provided and incorporated by reference in the explanatory note and Item 3 is hereby incorporated by reference in this Item 4.

Item 5. Interest in Securities of the Issuer

(a), (b) As reported on the cover pages hereto, the Reporting Persons may each be deemed to beneficially own 5,395,622 shares of Class A Common Stock and 1,441,123 shares of Preferred Stock, representing 49.2% of the outstanding shares of Class A Common Stock and 68.7% of the outstanding shares of Preferred Stock, each as calculated pursuant to Rule 13d-3. Each Reporting Person has shared voting and dispositive power with respect to the shares of Common Stock beneficially owned thereby. No Reporting Person has sole voting or investment power with respect to any of the shares of Common Stock beneficially owned thereby.

Any Common Stock or Preferred Stock shown as being beneficially owned by Manager or Mr. Schreiber is the same Common Stock or Preferred Stock listed as being beneficially owned by Sponsor. Because Manager is the manager of Sponsor and Mr. Schreiber is the sole member of Manager, each of Manager and Mr. Schreiber has voting and investment discretion with the respect to the securities held by Sponsor and may be deemed to beneficially own or have voting or dispositive power over the securities reported herein.

(c) None of the Reporting Persons has effected any transaction in shares of Common Stock during the past 60 days, except as otherwise disclosed in this Schedule 13D.

(d), (e) Not applicable.

The information provided and incorporated by reference in the explanatory note, Item 3 and Item 6 is hereby incorporated by reference in this Item 5.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Letter Agreement. Sponsor, SPAC and SPAC's then-directors and executive officers entered into a letter agreement dated as of March 15, 2021 (the "Letter Agreement") pursuant to which Sponsor is prohibited from transferring, subject to certain exceptions, any of the 1,250,000 shares of Class A Common Stock it received in the Business Combination in exchange for its shares of SPAC Class A Common Stock, which were automatically converted from SPAC Class B Common Stock prior to the SPAC Merger. This prohibition on transfer will expire upon the earlier of (A) one year after the completion of the Business Combination and (B) commencing at least 150 days after the completion of the Business Combination, the twentieth day within any 30-trading day period upon which the last reported sales price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations).

Pursuant to the Letter Agreement, the Sponsor is also prohibited from transferring any Warrants (or any shares of Class A Common Stock or Preferred Stock received upon exercise of any Warrant) for a period of 30 days after the completion of the Business Combination, subject to certain exceptions.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, a copy of which is incorporated herein by reference as Exhibit 7.A to this Schedule 13D.

Stockholder's Agreement. As described in the explanatory note, Sponsor has entered into a stockholder's agreement, dated as of October 6, 2023 (the "Stockholder's Agreement"), with the Issuer with respect to the escrowed Earnout Shares. Sponsor has voting rights with respect to its Earnout Shares, but pursuant to the Stockholder's Agreement, Sponsor has agreed to vote or cause to be voted all such Earnout Shares held for Sponsor's benefit in escrow for or against, to be not voted, or to abstain, in the same proportion as the shares held by the holders of the Issuer's common stock as a whole are voted for or against, not voted, or abstained on any matter. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Stockholder's Agreement, a copy of which is incorporated herein by reference as Exhibit 7.B to this Schedule 13D.

Registration Rights Agreement. Sponsor, the Issuer and certain other holders of securities of the Issuer are parties to that Registration Rights Agreement, dated October 5, 2023 (the "Registration Rights Agreement"). Under the Registration Rights Agreement, the Issuer agreed to, among other things, register for resale, pursuant to Rule 415 under the Securities Act of 1933, as amended, shares of Class A Common Stock that are held by Sponsor from time to time. Subject to certain customary exceptions, the parties also have piggyback registration rights. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, a copy of which is incorporated herein by reference as Exhibit 7.C to this Schedule 13D.

Sponsor Lock-Up Agreement. Sponsor, the Issuer and certain other holders of securities of the Issuer are parties to the Amended and Restated Lock-up Agreement, dated January 31, 2023 (the "Lock-Up Agreement"). Under the Lock-Up Agreement, Sponsor agreed not to transfer, except in limited circumstances, 1,172,897 of its shares of Class A Common Stock not subject to earnout conditions for a period of two years following the Business Combination. Sponsor further agreed not to transfer, except in limited circumstances, the remaining 77,103 shares of Class A Common Stock not subject to earnout conditions for a period of one year following the Business Combination (subject to early release if the volume weighted average closing sale price of the Class A Common Stock equals or exceeds $12.00 per share for any 20 trading days within any 30-consecutive trading day period commencing at least 150 days after the Business Combination (the "Lock-up Period Early Release Date"). Sponsor further agreed not to transfer, except in limited circumstances, its Warrants until the earlier of (i) the date that is 180 days after the Business Combination and (ii) the Lock-up Period Early Release Date. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Lock-Up Agreement, a copy of which is incorporated herein by reference as Exhibit 7.D to this Schedule 13D.

Meteora Agreement. Sponsor entered into a consulting services and share purchase agreement with Meteora Strategic Capital, LLC ("Meteora"), dated as of February 8, 2023 (the "Meteora Agreement"), pursuant to which Sponsor agreed to sell 20,000 shares of Class A Common Stock to Meteora at $0.004 per share as consideration for Meteora's provision of certain consulting, advisory and related services to Sponsor. Such sale has not yet been consummated and the Sponsor is still reported as beneficially owning such shares. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Meteora Agreement, a copy of which is incorporated herein by reference as Exhibit 7.E to this Schedule 13D.

Other than as described in this Schedule 13D, to the best of the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer.

Item 7. Material to Be Filed as Exhibits

A. Letter Agreement, dated March 15, 2021, by and among FAST Acquisition Corp. II, its executive officers, its directors and FAST Sponsor II LLC (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by FAST Acquisition Corp. II on March 19, 2021).

B. Stockholder's Agreement, dated October 6, 2023, by and between Falcon's Beyond Global, Inc. and FAST Sponsor II LLC.

C. Registration Rights Agreement, dated October 5, 2023, by and among Falcon's Beyond Global, Inc. and each of the stockholders of Falcon's Beyond Global, Inc. identified on the signature pages thereto (incorporated by reference to Exhibit 10.9 to the Form 8-K filed by Falcon's Beyond Global, Inc. on October 12, 2023).

D. Amended and Restated Sponsor Lock-Up Agreement, dated January 31, 2023, by and among Falcon's Beyond Global, LLC, FAST Sponsor II LLC, and the Securityholders (incorporated by reference to Exhibit 10.4 to the Registration Statement on Form S-4 (File No. 333-269778) filed on February 14, 2023).

E. Consulting Services and Share Purchase Agreement, dated as of February 8, 2023, by and among FAST Sponsor II LLC and Meteora Strategic Capital, LLC.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 16, 2023

FAST Sponsor II LLC

By: FAST Sponsor II Manager LLC, its manager

By: /s/ Garrett Schreiber
Title: Sole Member

FAST Sponsor II Manager LLC

By: /s/ Garrett Schreiber
Title: Sole Member

By: /s/ Garrett Schreiber

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

Exhibit B

STOCKHOLDER'S AGREEMENT

THIS STOCKHOLDER'S AGREEMENT ("**Agreement**") is made and entered into as of October 6, 2023, by and among Falcon's Beyond Global, Inc., a Delaware corporation (the "**Issuer**"), and FAST Sponsor II LLC (the "**Stockholder**").

WHEREAS, pursuant to (i) the Agreement and Plan of Merger, dated as of July 11, 2022, as amended on September 13, 2022, as further amended and restated on January 31, 2023, and as further amended on June 25, 2023, July 7, 2023 and September 1, 2023 (the "**Merger Agreement**"), by and among the Issuer, Falcon's Beyond Global LLC, a Delaware limited liability company and subsidiary of the Issuer ("**Falcon's**"), FAST Acquisition Corp. II, and Palm Merger Sub, LLC, and (ii) the Earnout Escrow Agreement, dated as of October 6, 2023 (the "**Earnout Escrow Agreement**"), by and among the Issuer, Falcon's, the Stockholder and certain other stockholders of the Issuer, and Continental Stock Transfer & Trust Company as escrow agent, the Issuer placed 1,162,500 shares of Class A Common Stock of the Issuer (the "**Earnout Shares**") into an escrow account for the benefit of the Stockholder, which Earnout Shares will be released to the Stockholder or to the Issuer to be canceled pursuant to the terms thereof;

WHEREAS, Section 3.01(c)(vi) of the Merger Agreement provides that, until the Earnout Shares are earned and released from escrow pursuant to the terms of the Earnout Escrow Agreement, the Stockholder must take all actions necessary so that such Earnout Shares are voted in proportion with the votes of all other holders of the Issuer's common stock;

WHEREAS, Section 3.01(c)(vii) of the Merger Agreement provides that, as a condition for any Earnout Shares being earned, released and delivered from escrow, the Stockholder must enter into a lock-up agreement providing that such Earnout Shares shall not be transferable (except to affiliates) for 365 days from the date they are released from escrow; and

WHEREAS, the Issuer and the Stockholder wish to enter into this Agreement to set forth such voting and transfer restrictions with respect to the Earnout Shares.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Voting Rights. During the Term (as defined in the Earnout Escrow Agreement), the Stockholder shall have voting rights with respect to any Earnout Shares held for the Stockholder's benefit under the Earnout Escrow Agreement. Without limiting the generality of the foregoing, until the Earnout Shares are earned and released from escrow pursuant to the terms of the Earnout Escrow Agreement, at each meeting of the stockholders of the Issuer, however called, or at any adjournment thereof, or in any other circumstance in which the vote, consent or other approval of the Issuer's stockholders is sought, the Stockholder shall, with respect to any Earnout Shares still held under the Earnout Escrow Agreement, (i) appear at each such meeting or otherwise cause all such Earnout Shares held for the Stockholder's benefit under the Earnout Escrow Agreement to be counted as present or represented thereat for purposes of calculating a quorum and (ii) vote or cause to be voted, or execute and deliver a written consent (or cause a written consent to be executed and delivered) with respect to, all such Earnout Shares held for the Stockholder's benefit under the Earnout Escrow Agreement for or against, to be not voted, or to abstain, in the same proportion as the shares held by the holders of the Issuer's common stock as a whole are voted for or against, not voted, or abstained on any such matter. The Stockholder shall take, or cause to be taken, and do, or cause to be done, all things reasonably necessary in furtherance of the foregoing covenants. The Stockholder hereby agrees, in its capacity as a beneficial owner of the Earnout Shares, that the Stockholder shall not commit or agree to take any action inconsistent with the foregoing. As used in this Agreement, the Stockholder shall be deemed to "beneficially own" any Earnout Shares which such person or any of such person's Affiliates (as defined below) is deemed to beneficially own, directly or indirectly, within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, as well as any Earnout Shares with respect to which such person directly or indirectly, owns, exercises or has the right to exercise any voting or economic rights, whether fixed or contingent or is treated as the owner thereof for U.S. federal income tax purposes.

2. Lock-Up.

(a) The Stockholder shall not directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecated or otherwise dispose of, whether voluntarily or involuntarily, any Earnout Shares unless and until such Earnout Shares have been released from escrow in accordance with the Earnout Escrow Agreement.

(b) As a condition to Earnout Shares being earned, released and delivered from the Escrow Account, the Stockholder hereby agrees that, for a period beginning on the date such Earnout Shares are delivered to the Stockholder and ending on the date that is 365 days thereafter, it shall not, without the prior written consent of the Issuer and Falcon's, directly or indirectly Transfer (as defined below) such Earnout Shares except to the Stockholder's Affiliates (as defined below). As used herein, "**Transfer**" means the following: (i) the sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the Securities and Exchange Commission or establishment or increase of a put equivalent position or liquidation or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to such released Earnout Shares, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any such released Earnout Shares or (iii) the public announcement of any intention to effect any transaction specified in clause (i) or (ii). As used herein, "**Affiliate**" means, with respect to the Stockholder, any person that, directly or indirectly, controls, is controlled by, or is under common control with, the Stockholder, through one or more intermediaries or otherwise; the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto. Any Affiliate to whom Earnout Shares are Transferred in accordance with this Section 2(b) shall agree to be bound by the restrictions in this Section 2(b).

(c) Notwithstanding anything to the contrary, nothing in this Section 2 shall prohibit the Stockholder or its Affiliates from Transferring its Earnout Shares in connection with a merger of the Issuer or a tender offer for all of the Issuer's shares, in each case that has been approved by the board of directors of the Issuer.

3. No Inconsistent Agreement. The Stockholder hereby represents and covenants that it has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder.

4. Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the written agreement of the Issuer and the Stockholder. Upon such termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof. This Section 4 shall survive the termination of this Agreement.

5. Miscellaneous.

(a) Governing Law. This Agreement, and all claims or causes of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

(b) CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. Any claim, action, suit, assessment, arbitration or proceeding (collectively, an "**Action**") based upon, arising out of or related to this Agreement, or the transactions contemplated hereby (whether in contract, tort or otherwise), shall be brought in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction, any federal or state court located in the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 5(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(c) Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto, any Affiliate to whom Earnout Shares are Transferred in accordance with Section 2(b), and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the parties hereto. Any attempted assignment in violation of the terms of this Section 5(c) shall be null and void, ab initio.

(d) Specific Performance. The Stockholder agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Stockholder does not perform its obligations under the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Stockholder acknowledges and agrees that (i) the Issuer shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 4, this being in addition to any other remedy to which they are entitled under this Agreement, and (ii) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Issuer would have entered into this Agreement. The Stockholder agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the Issuer has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The Stockholder acknowledges and agrees that the Issuer seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 5(d) shall not be required to provide any bond or other security in connection with any such injunction.

(e) Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

(f) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

(g) Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed without any "bounce back" or similar error message, addressed as follows:

<u>If to the Issuer or Falcon's:</u>
6996 Piazza Grande Avenue, Suite 301
Orlando, FL 32835
Attn: Scott Demerau and Cecil Magpuri
Email: [***]

with a copy to (which shall not constitute notice):
White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Joel Rubinstein
Email: [***]

<u>If to the Stockholder</u>: at the Stockholder's address listed on the signature pages hereto.

(h) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Entire Agreement. This Agreement and the Earnout Escrow Agreement, and the agreements referenced herein and therein, constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective subsidiaries relating to the transactions contemplated hereby or thereby.

(j) Capacity as a Stockholder. Notwithstanding anything herein to the contrary, the Stockholder is signing this Agreement solely in such person's capacity as beneficial owner of Earnout Shares, and not in any other capacity and this Agreement shall not limit, prevent or otherwise affect the actions of the Stockholder or any Affiliate, employee or designee of the Stockholder, or any of their respective Affiliates in his or her capacity, if applicable, as an officer or director of Issuer or any other person, including in the exercise of his or her fiduciary duties as a director or officer of Issuer.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ISSUER:

FALCON’S BEYOND GLOBAL, INC.

By: /s/ Cecil D. Magpuri
Name: Cecil D. Magpuri
Title: Chief Executive Officer

STOCKHOLDER:

FAST SPONSOR II LLC

By: FAST Sponsor II Manager LLC, its manager

By: /s/ Garrett Schreiber
Name: Garrett Schreiber
Title: Sole Member
Address: 109 Old Branchville Road, Ridgefield, CT 06877

Exhibit E

Execution Version

CONFIDENTIAL

February 7, 2023

FAST SPONSOR II LLC
109 Old Branchville Road
Ridgefield, CT 06877
Attention: Garrett Schreiber

Subject: Consulting Services and Share Purchase Agreement

Dear Fast Sponsor II LLC:

THIS CONSULTING SERVICES AND SHARE PURCHASE AGREEMENT (this "Agreement") is entered into as of February 8, 2023 (the "Effective Date") by and among FAST Sponsor II LLC, a Delaware limited liability company (the "Company"), and Meteora Strategic Capital, LLC, a Delaware limited liability company (the "Consultant").

WHEREAS, the Company holds Class B ordinary shares, $0.0001 par value per share (the "Shares"), of FAST Acquisition Corp. II ("FZT");

WHEREAS, the Company desires to avail itself of the expertise of the Consultant and the Consultant agrees to provide consulting, advisory and related services to Company (and to FZT on behalf of the Company) from time to time during the term of the Agreement, at Company's request, with respect to broader special purpose acquisition company ("SPAC") market matters (collectively, the "Services"); and

WHEREAS, effective upon the consummation of the initial business combination (as such term is used in the Prospectus (as defined below)) (the "Business Combination"), and in return for such Services, the Consultant desires to acquire 20,000 Shares from the Company at the price at which the Company acquired such shares from FZT of $0.004 per share, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. The Company hereby retains Consultant as an independent contractor, and Consultant hereby accepts its role with the Company as an independent contractor as of the Effective Date upon the terms and conditions set forth in this Agreement. Consultant hereby agrees to provide to the Company, and to FZT on behalf of the Company, the Services from and after the Effective Date. In rendering Services hereunder, Consultant shall act solely as an independent contractor and this Agreement shall not be construed to create any employee-employer, partnership, association, joint venture or agency relationship between Consultant and the Company (or FZT) or between any Representative (as defined below) of Consultant and the Company (or FZT). As an independent contractor of the Company, Consultant shall not have any authority to bind, make any representation or commitment or act on behalf of the Company or FZT. Consultant may not, or permit any of its Representatives to, enter into any agreement, understanding, or other commitment that is binding on the Company or FZT, or hold itself out as having such authority. For the avoidance of doubt, under no circumstances shall the Consultant act as an underwriter, placement agent or otherwise be formally mandated or assist with any securities offering.

2. Purchase and Sale, Expenses. Subject to the terms and conditions set forth herein, and in conjunction with and as consideration for the Consultant providing the Services, upon and subject to the consummation of the Business Combination and after giving effect to any forfeiture arrangements that the Company has agreed in connection with the Business Combination, the Company shall sell to Consultant, and Consultant shall purchase from the Company, 20,000 Shares (together with any securities into which such Shares convert and any equity securities of FZT or any other entity issued in exchange for such Shares in the applicable Business Combination, the "Purchased Shares"), at a purchase price of $0.004 per share (the "Purchase Price") for an aggregate purchase price of $80.00, as further described herein. Consultant acknowledges that the Purchased Shares are subject to certain transfer and other restrictions set forth in that certain letter agreement, dated March 15, 2021, by and among FZT, the Company and each of the executive officers and directors of the Company (as it may be amended, the "Insider Letter"), and that as a permitted transferee under clause (e) of paragraph 7(c) of the Insider Letter, the Consultant hereby agrees that the Purchased Shares shall be subject to the transfer restrictions set forth in paragraph 7 of the Insider Letter and the other restrictions contained in the Insider Letter. Consultant further acknowledges that the Purchased Shares are subject certain transfer and other restrictions set forth in that certain Amended & Restated Sponsor Lockup Agreement, dated as of January 31, 2023, between the Company, FZT, Falcon's Beyond Global, LLC and Falcon's Beyond Global, Inc. (the "Sponsor Lockup"), and the Consultant hereby agrees that the Purchased Shares shall be subject to the transfer restrictions set forth in the Sponsor Lockup and the other restrictions contained in the Insider Letter. Sponsor also agrees that it will sign a joinder to the Sponsor Lockup (in the form attached as Exhibit A to the Sponsor Lockup) (the "Joinder") in connection with its purchase of the Purchased Shares. Except as set forth in the preceding two sentences and except for customary restrictive legends reflecting the Purchased Shares status as restricted securities, the Purchased Shares shall not be subject to forfeiture, earn-out, transfer, claw-back, reduction or any negative modification for any reason. The Company shall not enter into any lock-up, voting or other agreements with respect to the Purchased Shares after the date hereof without the consent of the Consultant.

   The Consultant shall be reimbursed $25,000 in cash for its initial expenses associated with the Services and entering into this Agreement (the "Initial Expenses"). The Initial Expenses shall be delivered in cash, by wire transfer of immediately available funds to an account of the Consultant designated in writing by the Consultant to Company within three (3) business days upon receipt of such wire instructions. Additionally, during the term of this Agreement, the Consultant shall be reimbursed for any reasonable out-of-pocket expenses related to the Services provided to the Company or FZT, provided that Consultant pre-approves the out-of-pocket expenses with the Company.

3. Closing.

(a) The consummation of the sale and purchase of the Purchased Shares (the "Closing") shall occur upon the consummation of the Business Combination.

(b) At the Closing:

i) Consultant shall deliver to the Company the Purchase Price in cash, by wire transfer of immediately available funds to an account of the Company designated in writing by the Company to Consultant;

ii) the Company shall effect delivery of the Purchased Shares to the Consultant in book-entry form; provided that the Consultant delivers to the Company, FZT and FZT's transfer agent customary and reasonable information and documentation in order to effect the delivery of the Purchased Shares;

iii) Consultant shall deliver a signed copy of the Joinder; and

(iv) the Company shall cause the Consultant to be added as a party to that certain Registration and Stockholder Rights Agreement, dated as of November 17, 2021 (as it may be amended, the "Registration Rights Agreement"), by and among FZT, the Company and certain other parties thereunder (or alternatively, the Consultant shall become a party to any successor registration rights agreement relating to the Shares that the Company enters into in connection with the Business Combination), for the purpose of providing the Consultant with respect to the Purchased Shares the same registration rights provided to the Company with respect to the Shares.

4. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants to the Consultant that:

(a) Organization and Corporate Power; Due Authorization. The Company is a Delaware limited liability company duly organized and validly existing under the laws of its jurisdiction of formation, and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company. The Company possesses all requisite power and authority necessary to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Company and the Consultant, this Agreement will be a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) No Conflicts. Subject to compliance with the terms of the Insider Letter and the Sponsor Lockup (including the Consultant's execution and delivery of the Joinder), the execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby do not violate, conflict with or constitute a default under, in each case, in any material respect, (i) the Company's limited liability company agreement, (ii) any agreement, indenture or instrument to which the Company is a party or by which the Purchased Shares are bound, or (iii) any law, statute, rule or regulation to which the Company is or such Purchased Shares are subject, or any agreement, order, judgment or decree to which the Company is or such Purchased Shares are subject.

(c) Title to Securities. The Company is the owner of the Purchased Shares. Upon delivery in accordance with, and payment pursuant to, the terms hereof, the Consultant will have or receive good title to the Purchased Shares, free and clear of all liens, claims and encumbrances of any kind, other than (i) transfer and other restrictions under the Insider Letter and the Sponsor Lockup, (ii) transfer restrictions under federal and state securities laws, and (iii) liens, claims or encumbrances imposed due to the actions of the Consultant.

5. Indemnification. Subject to the provisions of Section 8(i), the Company agrees to indemnify the Consultant and its affiliates and their respective managers, officers, directors, employees, agents and members (collectively referred to as the "Indemnitees") against, and hold them harmless of and from, any and all damages, losses and liabilities ("Damages") which the Indemnitees may suffer or incur by reason of any inquiry (whether voluntary or otherwise), action, claim or proceeding, in each case, brought by any governmental agencies, a securities holder of the Company or third party creditor of the Company, or any of their respective subsidiaries or affiliates, arising out of, in connection with, or relating to, the execution or delivery of this Agreement by the Company or the performance of Consultant's services hereunder, in each case unless such action, claim or proceeding is the result of the fraud, bad faith, willful misconduct or gross negligence of the Consultant or any other Indemnitee. If for any reason the foregoing indemnification is unavailable to any Indemnitee or insufficient to hold harmless any Indemnitee, then the Company shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnitee as a result of such Damages.

6. Consultant Representations. In connection with the transactions contemplated hereby, the Consultant represents and warrants to the Company that:

(a) Organization and Authority. The Consultant is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and possesses all requisite power and authority necessary to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Consultant and the Company, this Agreement shall be a legal, valid and binding agreement of the Consultant, enforceable against the Consultant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Consultant of the transactions contemplated hereby do not violate, conflict with or constitute a default under, in each case, in any material respect, (i) the formation and governing documents of the Consultant, (ii) any agreement, indenture or instrument to which the Consultant is a party or (iii) any law, statute, rule or regulation to which the Consultant is subject, or any agreement, order, judgment or decree to which the Consultant is subject.

(c) Experience, Financial Capability and Suitability. The Consultant is: (i) sophisticated in financial matters, is able to evaluate the risks and benefits of the investment in the Purchased Shares and has the capacity to protect its own interests, and (ii) able to bear the economic risk of its investment in the Purchased Shares for an indefinite period of time because the Purchased Shares have not been registered under the Securities Act (as defined below) and therefore cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

(d) Accredited Investor. The Consultant represents that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") and acknowledges the sale contemplated hereby is being made in reliance on a private placement exemption under the Securities Act only to persons who are "accredited investors" within the meaning of Rule 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

(e) Restrictions on Transfer. The Consultant understands that (i) the Purchased Shares will be subject to certain transfer restrictions set forth in the Insider Letter and the Sponsor Lockup, (ii) the Purchased Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and (iii) the book-entries representing the Purchased Shares will contain a legend in respect of such restrictions described in clauses (i) and (ii). If in the future the Consultant decides to offer, resell, pledge or otherwise transfer the Purchased Shares, such Purchased Shares may be offered, resold, pledged or otherwise transferred only pursuant to registration under the Securities Act, or an available exemption from registration, and in compliance with the requirements of the Insider Letter and the Sponsor Lockup.

7. Confidentiality.

(a) As a condition of, and as a material inducement to the Company entering into this Agreement, during the term of this Agreement and for a period of one (1) year thereafter, the Consultant and its Representatives will not, directly or indirectly, during or after the term of this Agreement, disclose to anyone other than the Company or FZT or their respective Representatives, and will not use except in the provision of the Services hereunder, any confidential, proprietary or secret information, documentation or material relating to the Company or FZT or their respective products, services, customers or business operations, personnel or activities, their clients, vendors, licensees or licensors, whether learned or disclosed to the Consultant before or after the Effective Date (collectively, and as further defined herein, "Confidential Information"), except with the prior written permission of the Company (which may be withheld in its sole discretion). The Consultant agrees that all Confidential Information (whether or not learned, obtained or developed solely by the Consultant or jointly with others) shall remain the property of the Company and/or FZT. Confidential Information includes: (i) the terms of this Agreement; and (ii) information disclosed by third parties to the extent that the Company or FZT has an obligation of confidentiality in connection therewith. The Consultant may disclose Confidential Information to its Representatives who have a need to know such information in connection with the performance of the Services hereunder, provided that such Representatives are advised of the confidential nature of such information and are bound to the Consultant by confidentiality and non-use obligations materially consistent with the provisions of this Section 7. The Consultant will be responsible and liable for any breach of this Agreement by its Representatives. The Consultant and its Representatives shall (x) exercise reasonable care (and in any event no less than the same degree of care as it exercises to protect its own confidential information) to ensure that proper and secure storage is provided for all Confidential Information to protect against theft or unauthorized access and (y) promptly inform the Company in writing if Consultant or any of its Representatives become aware that Confidential Information has been disclosed to any unauthorized person and take commercially reasonable steps as the Company reasonably requests to retrieve such Confidential Information and/or protect it from further disclosure. The Consultant's and its Representatives' obligations under this Section 7(a) shall not apply to any information that (i) is or becomes in the public domain through no action or failure to act on the part of the Consultant of its Representatives in violation of this Agreement, (ii) is or becomes available to the Consultant or any of its Representatives on a non-confidential basis from a third-party, (iii) is or has been independently developed by the Consultant and/or its Representatives without use of or reference to any Confidential Information or (iv) is approved for release by prior written authorization of the Company.

(b) In the event that the Consultant or any of its Representatives are required by applicable law, regulation, U.S. Securities and Exchange Commission ("SEC") or stock exchange requirement or legal process ("Legal Requirement") to disclose any of the Confidential Information, the Consultant will, to the extent permitted by Legal Requirement, notify the Company promptly in writing so that the Company or its affiliates may seek a protective order or other appropriate remedy or, in the Company's sole discretion, waive compliance with the terms of this Agreement, and the Consultant and its Representatives will cooperate in such efforts as reasonably requested by the Company. In the event that no such protective order or other remedy is obtained, or the Company waives compliance with the terms of Section 7(b) in such instance, the Consultant and its Representatives will furnish only that portion of the Confidential Information which the Consultant and its Representative, as applicable, is required to disclose by Legal Requirement as advised by counsel, and will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(c) Upon termination of this Agreement or at any earlier time as requested by the Company, the Consultant and its Representatives will promptly furnish to the Company or destroy (at the election of the Company) any and all copies (in whatever form or medium) of all Confidential Information, including any analyses, compilations, studies or other documents prepared, in whole or in part, on the basis thereof. Notwithstanding the return or destruction of the Confidential Information required by this paragraph, all duties and obligations of the Consultant and its Representatives under this Section 7 shall remain in full force and effect.

(d) The Consultant acknowledges that the U.S. securities laws and other laws prohibit any person who has material, non-public information concerning a public company from purchasing or selling any of its securities, and from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Consultant acknowledges and agrees that some of the Confidential Information may be considered "material non-public information" for purposes of the federal securities laws and that the Consultant and its Representatives will abide by all securities laws relating to the handling of and acting upon material non-public information of FZT.

8. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof, any investigations made by or on behalf of the parties and the consummation of the transactions contemplated by this Agreement.

(b) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(c) Governing Law; Jurisdiction; Jury Trial Waiver. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts wholly performed within the borders of such state, without giving effect to the conflict of law principles thereof. The parties hereby irrevocably and unconditionally (i) submit to the jurisdiction of the state courts of New York and the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of New York or the United States District Court for the Southern District of New York, and (iii) waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party hereby knowingly, voluntarily and intentionally irrevocably waives the right to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement.

(d) Specific Performance. Each party hereto agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by any of the other parties hereto in accordance with the terms hereof and that such party shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity, without the necessity of proving that monetary damages would be inadequate or the posting of a bond or other security.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The words “execution”, “signed”, “signature” and words of like import in this Agreement and the Registration Rights Agreement or in any certificate, agreement or document related to this Agreement and the Registration Rights Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the U.S. Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act of the United States or the Uniform Commercial Code of the United States.

(f) Entire Agreement; Amendment; Waiver; Assignment. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes any prior oral or written communication or understanding with respect thereto. Except as otherwise provided herein or by applicable law, this Agreement may not be amended or changed in any respect, except by a written agreement executed by both parties hereto. No waiver will be effective unless it is expressly set forth in a written instrument executed by the waiving party and any such waiver will have no effect except in the specific instance in which it is given. Any delay or omission by a party in exercising its rights under this Agreement, or failure to insist upon strict compliance with any term, covenant, or condition of this Agreement will not be deemed a waiver of such term, covenant, condition or right, nor will any waiver or relinquishment of any right or power under this Agreement at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times. The Consultant may not assign or otherwise transfer any right or obligation provided for under this Agreement without the prior written consent of the Company, and any purported assignment or transfer without such consent shall be null and void ab initio.

(g) Interpretation. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) the term "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation"; and (iii) the words "herein", "hereto" and "hereby" and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular portion of this Agreement. As used in this Agreement, the term: (x) "person" shall refer to any individual, corporation, partnership, trust, limited liability company or other entity or association, including any governmental or regulatory body, whether acting in an individual, fiduciary or any other capacity; (y) "affiliate" shall mean, with respect to any specified person, any other person or group of persons acting together that, directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such specified person (where the term "control" (and any correlative terms) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise); and (z) "Representative" shall mean, with respect to any person, any of such person's affiliates and its and its affiliates' respective partners, directors, officers, employees, consultants, accountants, attorneys, advisors, agents and other representatives; provided that neither party will be deemed a Representative of the other party for purposes of such definition. For the avoidance of doubt, any reference in this Agreement to an affiliate of the Company for periods prior to the consummation of the Business Combination will include FZT.

(h) Term; Termination. This Agreement shall have a term beginning on the Effective Date and ending on the earlier of the consummation of a Business Combination or the liquidation of FZT's Trust Account in the event that FZT does not consummate a Business Combination prior to its deadline to do so under its organizational documents, as they may be amended. This Agreement may be terminated at any time prior to the end of the term by either party by written notice to the other party in the event that the other party has materially breached this Agreement and such breach, if reasonably capable of cure, is not cured by the breaching party within twenty (20) days of receipt of written notice of such breach from the non-breaching party. Notwithstanding anything to the contrary contained herein, the provisions of Sections 5, 7 and 8 will survive any termination of this Agreement, regardless of the manner or nature of such termination. The termination of this Agreement will not relieve a party of any obligation or liability arising from any breach by such party of this Agreement prior to termination.

(i) Trust Account; Waiver of Liquidation Distributions; Redemption Rights. The Consultant understands that, as described in the final prospectus of FZT, filed with the SEC (File No. 333-253661) on March 19, 2021, and dated as of March 15, 2021 (the "Prospectus"), FZT has established a trust account (the "Trust Account") for the benefit of FZT's public shareholders (including overallotment shares acquired by FZT's underwriters, the "Public Shareholders") containing the proceeds from its initial public offering (the "IPO"), the overallotment shares acquired by its underwriters and certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon), and that FZT may disburse monies from the Trust Account only under the circumstances described in the Prospectus. For and in consideration of the Company entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant hereby agrees on behalf of itself and its affiliates that, notwithstanding anything to the contrary in this Agreement, neither the Consultant nor any of its affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom to Public Shareholders ("Public Distributions"), or make any claim against the Trust Account or Public Distributions, in any case, with respect to any claims based upon, arising out of, in connection with or relating to this Agreement or the Services or the other transactions contemplated hereby, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (collectively, the "Released Claims"). The Company on behalf of itself and its affiliates hereby irrevocably waives any Released Claims that the Company or any of its affiliates may have against the Trust Account or Public Distributions now or in the future and will not seek recourse against the Trust Account (including any distributions therefrom) for any Released Claims. The Consultant agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by the Company and its affiliates to induce the Company to enter into this Agreement, and the Consultant further intends and understands such waiver to be valid, binding and enforceable against the Consultant and each of its affiliates under applicable law. In no event will the Consultant have the right to redeem any Purchased Shares and receive any funds held in the Trust Account upon the successful completion of a Business Combination. For purposes of clarity, the Consultant is not waiving any redemption right or claim to funds held in the Trust Account relating to a redemption or liquidation right for shares or units purchased in FZT's initial public offering or public aftermarket.

[Signatures appear on following pages.]

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

FAST SPONSOR II LLC

By: FAST Sponsor II Manager LLC

By: /s/ Garrett Schreiber
Name: Garrett Schreiber
Title: Manager

METEORA STRATEGIC CAPITAL, LLC

By: /s/ Joseph Tonnos
Name: Joseph Tonnos
Title: Associate Portfolio Manager & Principal