



Zamp S.A.

Corporate Taxpayer ID (CNPJ/ME) 13.574.594/0001-96
NIRE 35.300.393.180
Publicly Held Company

MATERIAL FACT

ZAMP S.A. (former BK Brasil Operação e Assessoria a Restaurantes S.A. – "Company"), in compliance with the provisions of the Brazilian Securities and Exchange Commission ("**CVM**") Resolution No. 44, of August 23, 2021, as amended, hereby informs its shareholders and the market in general, in connection with the voluntary tender offer for the acquisition of common shares for the acquisition of the Company's control by MC Brazil F&B Participações S.A. ("**Offeror**"), pursuant to the announcement published on August 2, 2022, as amended on August 26, 2022 ("**Tender Offer**"), the following.

The Company sent, on August 9, 2022, an e-mail to Restaurant Brands International Inc. ("**RBI**") to (i) inform that the success of the Tender Offer shall result in the acquisition of the Company's control, being, therefore, essential for the Offeror the confirmation that the success of the Tender Offer would not imply the termination or any substantial change to certain agreements; and (ii) request RBI's consent on the disclosure of such agreements to the Offeror.

Following the communication mentioned above, on August 27, 2022, the Company sent new e-mail to RBI, requesting its opinion regarding the termination or change to the agreements in case of acquisition of the Company's control as a result of the Tender Offer. In response to the Company's request, RBI sent the correspondence attached to this Material Fact.

The Company will keep its shareholders and the market in general informed on any information related to the Tender Offer, in accordance with the applicable laws and regulations.

Barueri, August 31, de 2022.

Gabriel Magalhães da Rocha Guimarães
Investor Relations Office

Burger King Corporation
5707 Blue Lagoon Drive
Miami, FL 33126

Popeyes Louisiana Kitchen, Inc.
5707 Blue Lagoon Drive
Miami, FL 33126

BY EMAIL

Zamp S.A. (f/k/a BK Brasil Operação e Assessoria a Resaturantes S.A.) (“you” or “**Master Franchisee**”)

Attn: Iuri Miranda, Chief Executive Officer
Alameda Tocantins, 350, 10º Andar, CEP 06455-020
Alphaville Industrial, São Paulo/SP, Brazil

August 30, 2022

Dear Mr. Miranda,

RE: Response to Request re: Master Franchise and Development Agreements

We refer herein to (i) that certain letter request, dated as of August 27, 2022, by Zamp S.A. addressed to Restaurant Brands International Inc. (as attached on Exhibit A, the “**Letter Request**”); (ii) that certain Master Franchise and Development Agreement by and between Burger King Corporation (“**BK**”) and Master Franchisee (as amended and restated from time to time, the “**BK MFDA**”); and (iii) that certain Master Franchise and Development Agreement by and between Popeyes Louisiana Kitchen, Inc. (“**PLK**”) and Master Franchisee (as amended and restated from time to time, the “**PLK MFDA**” and together with the BK MFDA, the “**MFDAs**”). Unless otherwise stated, all defined terms used herein shall have the meanings set forth in the Letter Request.

Response to Your Letter Request

We are in receipt of your Letter Request and based on: (i) our examination of the facts presented in the Letter Request, and (ii) our preliminary compliance due diligence of the Offeror, which has been conducted independent of, and not in coordination with the Offeror, we do not have sufficient information with respect to the structure, management and business activities of Offeror, its Affiliates and their respective ultimate beneficial owners to determine whether the transfer of control of the Master Franchisee to Offeror will result in the early termination of, or in any change of the provisions to, the Agreements, including, without limitation, as a result of any (A) restrictions on transfer and assignment and (B) non-competition obligations. We kindly note that the aforementioned compliance due diligence is a complex and time-consuming process. Therefore, we look forward to receiving the above information as soon as possible.

Reservation of Rights and Modification

Nothing contained herein nor the failure of BK or PLK, as applicable, to exercise any power reserved to it under the Agreements, as applicable, or to insist upon your strict compliance with any obligation or condition of the MFDAs or any other Agreement, as applicable, and no custom or practice of BK, PLK or Master Franchisee, as applicable, at variance with the terms of the MFDAs or any other Agreement, as applicable, shall constitute a waiver of BK’s or PLK’s rights to demand Master Franchisee’s compliance with the respective MFDA or Agreement. Waiver by BK or PLK, as applicable, of any particular breach or default by Master Franchisee shall not affect or impair BK’s or PLK’s, as applicable, rights with respect to any subsequent breach or default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of BK or PLK, as applicable, to exercise any power or right arising out of any breach or default by Master Franchisee of any of the terms, provisions, or covenants of the MFDAs or any other Agreement, as applicable, affect or impair BK’s or PLK’s, as applicable, rights under the MFDAs, any other Agreement, and at law. We reserve all of BK’s and PLK’s, as applicable rights and remedies at law, in equity, and under the MFDAs and the Agreements, as applicable.

Neither BK nor PLK has authorized any of its employees, attorneys or agents to verbally modify any terms of this letter. This letter may be modified only by a written modification under my signature or the signature of a BK and PLK attorney. You cannot rely on oral communications.

[Signature Page Follows]

Burger King Corporation



Name: MICHELE KEVSCH
Title: ASSISTANT SECRETARY

Popeyes Louisiana Kitchen, Inc.



Name: MICHELE KEVSCH
Title: ASSISTANT SECRETARY