

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, and article 157, paragraph 4, of Law No. 6,404, of December 15, 1976, 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 and September 12, 2022 (“**Tender Offer**”), that received on this date the attached letter from Restaurant Brands International Inc.

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, September 12, de 2022.

Gabriel Magalhães da Rocha Guimarães
Investor Relations Office

Burger King Company LLC
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

September 12, 2022

Dear Mr. Miranda,

RE: Further 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 response to Master Franchisee from Burger King Corporation and Popeyes Louisiana Kitchen, Inc., (“**PLK**”), dated August 30, 2022 (as attached on Exhibit B, the “**Initial Response**”); (iii) that certain Master Franchise and Development Agreement by and between Burger King Company LLC, successor in interest to Burger King Corporation (“**BK**”) and Master Franchisee (as amended and restated from time to time, the “**BK MFDA**”); and (iv) that certain Master Franchise and Development Agreement by and between PLK and Master Franchisee (as amended and restated from time to time, the “**PLK MFDA**” and together with the BK MFDA, the “**MFDA**s”). Unless otherwise stated, all defined terms used herein shall have the meanings set forth in the Letter Request.

Further Response to Your Letter Request

We are in receipt of additional information from the Offeror relating to certain business activities of the Offeror and one or more of its Affiliates (the “**Subsequent information**”). Based on our examination of the facts presented in the Letter Request and those presented in the Subsequent Information, we still do not have sufficient information with respect to the structure, management and business activities of Offeror’s Affiliates and the ultimate beneficial owners of the Offeror and its Affiliates to determine whether the transfer of control of the Master Franchisee to Offeror will result in a breach of any of Master Franchisee’s restrictive covenants in the MFDAs or any other Agreement, including, without limitation, any (A) restrictions on transfer and assignment and (B) non-competition obligations. Our examination has, however, revealed certain competitive business activities being conducted by one or more Affiliates of Offeror that render BK and PLK unable to confirm, as requested by Zamp, that the transfer of control of the Master Franchisee to Offeror will not result in a breach of any of Master Franchisee’s restrictive covenants in the MFDAs or any other Agreement, including, without limitation, any (A) restrictions on transfer and assignment and (B) non-competition obligations.

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]

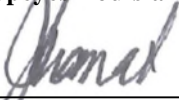
Burger King Company LLC



Name: Jill Granat

Title: Assistant Secretary

Popeyes Louisiana Kitchen, Inc.



Name: Jill Granat

Title: Secretary

[SIGNATURE PAGE TO LETTER]