

MULTIPLAN EMPREENDIMENTOS IMOBILIÁRIOS S.A.

CNPJ/ME N. 07.816.890/0001-53

NIRE 33.3.0027840-1

Publicly traded Company

**Minutes of the Board of Directors' Meeting
held on October 15, 2020**

1. Date, time and place: On October 15, 2020, at 4:00 PM, at the head office of Multiplan Empreendimentos Imobiliários S.A. ("Company") in the City and State of Rio de Janeiro, Av. das Américas, 4.200, block 2, suite 501, Barra da Tijuca.

2. Call notice and attendance: The call notice was waived and it was verified the attendance of the totality of the Board of Directors' members, in accordance with the Company's Bylaws.

3. Presiding Board: Chairman: Mr. José Paulo Ferraz do Amaral; Secretary: Ms. Fernanda Pitella Landau Remy.

4. Agenda: Discuss and decide about the grant of restricted shares to the collaborators in the fiscal year of 2020, under the terms of the Company's Restricted Shares' Grant Plan.

5. Resolutions: The members of the Board of Directors decided, unanimously and without caveat, with the abstentions of those legally prevented, the following matters:

5.1. To approve the granting of two million, three hundred and twenty nine thousand (2,329,000) restricted shares in this fiscal year of 2020, under the terms of the Company's Restricted Shares' Grant Plan approved by the Company's Extraordinary General Meeting held on July 20, 2018 ("Restricted Shares Plan"), as per the list of participants proposed by the Company's Management, and according to the terms and conditions of the 3rd Program of Grant of Restricted Shares ("3rd Program") and of the Grant Agreement template ("Grant Agreement"), which are attached hereto.

5.1.1. The grant of the restricted shares to the participants of the 3rd Program shall be consummated upon execution of the respective Grant Agreement, under the terms of Section 5.2 of the Restricted Shares Plan, up to thirty (30) days from this date, it being considered, for the purposes of fixation of the reference price, October 15, 2020 as the grant date of the restricted shares. The reference price per restricted share shall correspond to the closing quote of the Company's shares at B3 S.A. – Brasil, Bolsa, Balcão on the trading session of this date.

5.1.2. The wording of the 3rd Program and the Grant Agreement template refer specifically to the third grant of restricted shares resolved under the Restricted Shares Plan, and the subsequent programs will be opportunely discussed and decided by the Board of Directors of the Company. Subject to the general conditions of the Restricted Shares Plan and the limits established by law and by the Company's Bylaws, the Board of Directors shall have full powers to approve new programs with different rules in relation to the 3rd Program, as well as to take all the steps necessary and appropriate to the administration of the Restricted Shares Plan and the current and subsequent programs.

5.2. To authorize the Executive Officers of the Company to practice all necessary acts to implement the resolution herein approved.

6. Closing, Drawing Up, and Approval of the Minutes: With no further issue to be addressed, these minutes were approved as per article 17, 2nd paragraph and article 19 of the Bylaws, and were duly signed by the members of the Board of Directors, with digital signature.

Rio de Janeiro, October 15, 2020.

Fernanda Pitella Landau Remy
Secretary

EXHIBIT I

3rd PROGRAM OF GRANT OF RESTRICTED SHARES

The specific conditions of the 3rd Program of Grant of Restricted Shares under the Restricted Shares' Grant Plan ("Plan") approved at the Extraordinary General Meeting of Multiplan Empreendimentos Imobiliários S.A. ("Company") held on July 20, 2018 ("3rd Program") are described below, and the individual conditions of each Participant shall be listed in the relevant Grant Agreement.

1. Defined Terms: Any terms starting with capital letters in this 3rd Program shall have the meanings attributed to them in the Plan, except if defined otherwise herein.

2. Participants: The Participants indicated in Annex I of this 3rd Program are elected and invited to participate in the Plan and in this 3rd Program.

3. Number of Restricted Shares to be granted: Up to two million, three hundred and twenty nine thousand (2,329,000) Restricted Shares, as set forth in Annex I, which once fully acquired pursuant to this 3rd Program will represent two million, three hundred and twenty nine thousand (2,329,000) common, nominative, book-entry and no-par value shares issued by the Company, corresponding to 0.39% of its corporate capital.

4. Moment of Transfer of the Restricted Shares: The Effective Transfer (as defined below) of the Restricted Shares to Participants will only occur after the implementation of the terms and conditions set forth in Section 5 below, provided that the right to receive Shares granted to the Participants on the Grant Date does not in itself ensure the Participant any rights on the Restricted Shares or even represents a guarantee of their receipt.

4.1. The Participants shall only have rights and privileges inherent to the Company's shareholder status with respect to the Restricted Shares, including the right to vote and to receive proceeds, after the Effective Transfer of the Shares to the Participants, pursuant to the terms of Clause 6 below.

5. Grace Periods: Without prejudice to other specific conditions established in the relevant Grant Agreements, the acquisition of the right to effectively receive the Restricted Shares granted will be subject to continuous permanence of the Participant as administrator, employee or service provider of the Company or of a company under its control, as the case may be, during the period comprised between the Grant Date and the dates below, in the proportions established below, it being established that the Restricted Shares which become due to the Participant pursuant to the terms of this Clause shall be referred to as "Vested Restricted Shares":

- (a) 25% (twenty-five percent) on October 15, 2022;
- (b) 25% (twenty-five percent) on October 15, 2023;
- (c) 25% (twenty-five percent) on October 15, 2024; and
- (d) 25% (twenty-five percent) on October 15, 2025.

5.1. For the purposes of this 3rd Program, the Grant Date shall be October 15, 2020, which means the date of approval of the granting of the relevant Restricted Shares by the Company's Board of Directors.

6. Transfer: Once the conditions established in Clause 5 above and in the relevant Grant Agreements have been satisfied, and provided that the applicable legal and regulatory requirements have been complied with, the Company, within 15 (fifteen) days, without need of any prior notice or act by the Participant under this 3rd Program (except for any measure that may be required by the bookkeeping agent), shall send the order to the financial institution that performs the bookkeeping of the shares issued by the Company for transferring to the Participant's name, through a private transaction, the number of Vested Restricted Shares to which the Participant is entitled (after the due withholdings of taxes pursuant to the terms of Clause 9 below) ("Effective Transfer"), provided that the Company shall bear eventual costs for the transfer of such Vested Restricted Shares to the Participant.

7. Events of Withdrawal of the Company and its Effects: If, at any time, the Participant:

(a) withdraws from the Company (a) through its own will, by voluntary termination, submission of resignation from the office of administrator or termination of the service agreement; (b) through the will of the Company, by termination by the Company and/or companies controlled by it, with or without just cause; or (c) as a result of retirement previously agreed with the Company or permanent disability: the Participant will lose all and any right related to the Restricted Shares that have not become Vested Restricted Shares, which will be automatically extinguished on the date of Withdrawal, legally, regardless of prior notice or notification, and without any right to any indemnity to the Participant, it being established that the Vested Restricted Shares existing on the date of Withdrawal, which have not been effectively transferred by the Company to the Participant, will be delivered within the deadline and pursuant to the terms set forth in this 3rd Program. Notwithstanding the above, in exceptional cases, the Board of Directors may, at its sole discretion, decide to advance, partially or totally, the grace period of the Restricted Shares.

(b) dies: 50% (fifty percent) of the total Restricted Shares granted but not yet transferred to the Participant pursuant to the Clause 6 above shall become Vested Restricted Shares on the date of Withdrawal, at which time the estate or heirs of the

Participant, as the case may be, shall receive the Vested Restricted Shares, which will be delivered within the deadline and pursuant to the terms set forth in this Grant Agreement, it being established that the Participants will lose all and any rights related to the other 50% (fifty percent) of the Restricted Shares granted but not yet transferred to him pursuant to Clause 6 above, which will be automatically terminated on the Withdrawal date, legally, regardless of prior notice or notification and without right to any indemnity to the Participant. Notwithstanding the above, in exceptional cases, the Board of Directors may, at its sole discretion, decide to advance, partially or totally, the grace period of the Restricted Shares.

7.1. For purposes of this 3rd Program, the date of Withdrawal will take into account any eventual term of prior notice, if applicable.

7.2. Notwithstanding the provisions of Clause 7 above, the Board of Directors may, at its sole discretion, whenever it deems that the interests will be better met by such measure, apply several rules provided in this Clause 7, conferring differentiated treatment upon certain Participant.

8. Grant Agreements: The Participants elected by the Board of Directors who accept the grants conferred to them under this 3rd Program shall do so upon the execution of a Grant Agreement in the form of the template attached hereto as Annex II, within a period of up to thirty (30) days counted as of the Grant Date, which, after duly signed, shall be filed at the Company's headquarters.

9. Withholding of Taxes: By signing the respective Grant Agreement, the Participant shall express its knowledge and agreement with the withhold by the Company of any taxes eventually accruing on the Restricted Shares, by reducing the total number of Restricted Shares to be delivered to the Participant, proportionately to the impacts of the applicable taxes, or in another way that it deems convenient and appropriate to meet the legal requirements. In the event of the withholding set forth in this Clause resulting in a fractioned number of Shares to be delivered to the Participant, the fractions shall be rounded up upwards, so that the Participant receives an integer number of shares.

10. Reference Price: For the purposes of this 3rd Program, the Reference Price of the Restricted Shares on the Grant Date, calculated in accordance with the Clause 7.1 of the Plan, shall correspond to the closing quote of the Company's Share in B3 S.A. at the trading session on the Grant Date. The Reference Price is not to be confused with the unit price of the shares to be considered for the purposes of the Effective Transfers, it being certain that the latter will correspond to the closing price of the Company's common share (MULT3) in B3 SA - Brasil, Bolsa, Balcão on the trading floor immediately preceding the respective transfer date.

11. General Provisions:

11.1. Any questions or divergences which may arise by the Company or the Participants with respect to the grants contemplated in this 3rd Program or any of its conditions shall be settled by the Board of Directors.

11.2. Any significant legal or regulatory change may lead to partial or complete revision of this 3rd Program by the Board of Directors.

1.1. The Participants shall assume in the Grant Agreement, as a condition to negotiate their Restricted Shares, the obligation to observe the applicable law and other Company policies.

* * * *

Exhibit I to the 3rd Program of Grant of Restricted Shares

- CONFIDENTIAL -

EXHIBIT II

PRIVATE AGREEMENT OF GRANT OF RESTRICTED SHARES

This private agreement is executed by, on the one hand:

(a) Multiplan Empreendimentos Imobiliários S.A., a corporation, with registered office in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida das Américas, 4.200, Block 2, suite 501, taxpayer identification number CNPJ/ME 07.816.890/0001-53, herein represented by its undersigned legal representatives ("Company");

and, on the other,

(b) [●] ("Participant");

WHEREAS the Extraordinary General Meeting of the Company, in accordance with the resolution taken on July 20, 2018, approved the creation of the Restricted Shares' Grant Plan ("Plan"), which is incorporated herein by reference;

WHEREAS the Participant, meeting the conditions established in the Plan, was selected by the Board of Directors of the Company on October 15, 2020, in accordance with the 3rd Program of Grant of Restricted Shares ("3rd Program"), which is also incorporated herein by reference, to participate in the 3rd Program and receive Restricted Shares, subject to the terms and conditions of the 3rd Program, of the Plan and of this Grant Agreement;

RESOLVE, by mutual and common agreement, to enter into this Private Agreement of Grant of Restricted Shares ("Grant Agreement"), which shall be governed in accordance with the following clauses and conditions, the "*recitals*" above being an integral part of the same:

1. DEFINITIONS

Except if defined otherwise herein, the expressions beginning with capital letter, used in this Grant Agreement, have the same meaning attributed to them in the Plan or in the 3rd Program, as applicable.

2. PURPOSE

2.1. Subject to the terms and conditions set forth in this Grant Agreement, in the Plan and in the 3rd Program, the Company hereby grants to the Participant [●] Restricted Shares.

2.2. The Reference Price per Restricted Share is R\$ [●], which corresponds to the closing quote of the Share issued by the Company at B3 S.A. at the trading session on the Grant Date.

2.2.1. The Reference Price is not to be confused with the unit price of the shares to be considered for the purposes of the effective transfers, it being certain that the latter will correspond to the closing price of the Company's common share (MULT3) in B3 SA - Brasil, Bolsa, Balcão on the trading floor immediately preceding the respective transfer date.

3. GRACE PERIODS AND ACQUISITION OF RIGHTS RELATED TO THE RESTRICTED SHARES

3.1. The Restricted Shares, until their effective transfer pursuant to the terms of Clause 3.3 below, do not confer to the Participant the condition of shareholder of the Company, nor any right, privilege or duty inherent to such condition, especially voting right, right to earnings and other political and economic rights.

3.2. The Participant's right in relation to the Restricted Shares shall only be fully acquired (*i.e.* the Company shall only transfer the Restricted Shares) if the Participant remains bound to the Company or company under its control, in the period comprised between the Grant Date and the dates below, in the proportions established below:

- (a) 25% (twenty-five percent) on October 15, 2022;
- (b) 25% (twenty-five percent) on October 15, 2023;
- (c) 25% (twenty-five percent) on October 15, 2024; and
- (d) 25% (twenty-five percent) on October 15, 2025.

3.2.1. For the purposes of this Grant Agreement, Grant Date means October 15, 2020, that is, the date of the approval of the grants of the relevant Restricted Shares by the Board of Directors.

3.3. After the conditions established in Clause 3.2 above have been satisfied, and provided that the applicable legal and regulatory requirements are complied with, the Company, within 15 (fifteen) days, without need of any prior notice or act by the Participant (except for any measure that may be required by the bookkeeping agent), shall send the order to the financial institution that performs the bookkeeping of the shares issued by the Company for transferring to the Participant's name, in a private transaction, the number of Vested Restricted Shares to which the Participant is entitled, provided that the Company shall bear with eventual costs to transfer such Vested Restricted Shares to the Participant.

3.4. The Company is authorized to withhold any taxes eventually incident on the Restricted Shares and this Grant Agreement, including Withholding Income Tax [*Imposto sobre a Renda Retido na Fonte*] (“IRRF”), by reducing the total number of Restricted Shares to be delivered to the Participant, proportionately to the impacts relative to the applicable taxes, or which it otherwise deems convenient and appropriate to meet the legal requirements. If the withholding set forth in this Clause results in a fractioned number of shares to be delivered to the Participant, the fractions shall be rounded up upwards, so that the Participant receives a whole number of shares.

3.5. During the term of this Grant Agreement and after the transfer of the Restricted Shares to the Participant, the Participant shall comply with and observe all the policies established by the Company and legislation and regulations applicable to the trading of the Restricted Shares, including, but not limited, to the regulations of CVM and B3 S.A.

4. TERM AND TERMINATION

4.1. This Grant Agreement shall remain in force until full compliance with all the obligations set forth herein.

4.2. Without prejudice to any provision otherwise set forth in this Grant Agreement, the rights conferred upon Participant as a result hereof shall be automatically extinguished, all of its effects legally ceasing, in the following cases:

- (a) effective transfer of all the Restricted Shares to Participant, pursuant to the terms of this Grant Agreement;
- (b) if Participant violates any of the rules established in the Plan, in the 3rd Program or in this Grant Agreement or which are established by the Board of Directors of the Company;
- (c) if the parties decide to dissolve this Grant Agreement;
- (d) in the events of Withdrawal, pursuant to the terms of Clause 5 below;
- (e) if the Company is dissolved, liquidated or has its bankruptcy decreed.

4.3. The confidentiality obligation set forth in Clause 6.7 shall remain in force after termination of this Grant Agreement.

5. EVENTS OF WITHDRAWAL

5.1. If, at any time, the Participant:

(a) withdraws from the Company (a) through its own will, by voluntary termination, submission of resignation from the office of administrator or termination of the service agreement; (b) through the will of the Company, by termination by the Company and/or companies controlled by it, with or without just cause; or (c) as a result of retirement previously agreed with the Company or permanent disability: the Participant will lose all and any right related to the Restricted Shares that have not become Vested Restricted Shares, which will be automatically extinguished on the date of Withdrawal, legally, regardless of prior notice or notification, and without any right to any indemnity to the Participant, it being established that the Vested Restricted Shares existing on the date of Withdrawal, which have not been effectively transferred by the Company to the Participant, will be delivered within the deadline and pursuant to the terms set forth in this Grant Agreement.

(b) dies: 50% (fifty percent) of the total Restricted Shares granted but not yet transferred to the Participant pursuant to the Clause 3.3 above shall become Vested Restricted Shares on the date of Withdrawal, at which time the estate or heirs of the Participant, as the case may be, shall receive the Vested Restricted Shares, which will be delivered within the deadline and pursuant to the terms set forth in this Grant Agreement, it being established that the Participants will lose all and any rights related to the other 50% (fifty percent) of the Restricted Shares granted but not yet transferred to him pursuant to Clause 3.3 above, which will be automatically terminated on the date of Withdrawal, legally, regardless of prior notice or notification and without right to any indemnity to the Participant.

5.2. For purposes of this Grant Agreement, the date of Withdrawal shall take into account eventual term of prior notice, if applicable.

6. GENERAL PROVISIONS

6.1. This Grant Agreement, together with the Plan and the 3rd Program, are the only and full agreement between the parties, replacing all other documents, letters, memoranda or proposal between the parties, as well as the oral understandings held by the same, prior to this date.

6.2. In cases of alteration of number, kind and class of shares of the Company, as a result of bonuses, splits, grouping or conversion of shares of a kind of class into another or conversion into shares of other securities issued by the Company, the Board of Directors shall make adjustments to the 3rd Program and to this Grant Agreement, so as to avoid distortions and losses to the Company or to the Participants.

6.3. Except as expressly set forth in this Grant Agreement, none of the parties may assign or in any other way transfer to third parties, wholly or in part, its rights and obligations resulting from this Grant Agreement without the prior and express consent, in writing, of the other party.

6.4. Except otherwise stipulated, the communications and notifications between the parties resulting from this Grant Agreement shall be made by registered letter, addressed to the addresses of the parties or other addresses, as previously informed, in writing, by the same, or by email. In this latter event, they are considered as validly received if and when sent correctly. The communications to be made shall be sent to the following addresses:

To the Company:

C/o Sr. Armando d'Almeida Neto Officer Vice-President

Email.: aalmeida@multiplan.com.br

Address: Avenida das Américas, 4.200, Bloco 2, Sala 501, Barra da Tijuca, Rio de Janeiro, RJ.

and/or

C/o Sr. Hans Christian Melchers - Executive Officer

Email.: hmelchers@multiplan.com.br

Address: Avenida das Américas, 4.200, Bloco 2, Sala 501, Barra da Tijuca, Rio de Janeiro, RJ

To the Participant:

Email.: [●]

Address: [●]

6.5. No provision of this Grant Agreement shall confer upon the Participant the right to remain bound to the Company, or interfere, in any way, in the Company's right, at any time and subject to the legal and contractual conditions, to terminate the employment contract of the employee, interrupt the term of office of the administrator and/or terminate the service agreement of the Participant.

6.6. The Participant represents that he has received and read the Plan and the 3rd Program in full, and expressly accepts his adhesion to the Plan and to the 3rd Program, in all of their terms and conditions, without any qualifications.

6.7. The Participant undertakes, during the effectiveness of this Grant Agreement and for 5 (five) years counted from termination of this Grant Agreement, not to disclose, to any person, any information contained in this Grant Agreement, which is not disclosed to the market by the Company, pursuant to the terms of the applicable legislation and regulations.

6.8. Omitted cases shall be regulated by the Board of Directors. In the event of conflict of or incompatibility between this Grant Agreement, on one side, and the Plan and the 3rd Program, on the other, the provisions set forth this Grant Agreement shall prevail.

6.9. The rights conferred to the Participants, pursuant to the terms of this Grant Agreement may not be encumbered or give as guarantee in any event, except if previously and expressly authorized by the Company's Board of Directors.

6.10. The obligations assumed in this Grant Agreement shall be subject to specific performance in accordance with the Brazilian Code of Civil Procedure.

6.11. Any disputes arising from this instrument shall be settled by the Central Venue of the Judicial District of the City of Rio de Janeiro, to the exclusion of any other, however privileged it may be.

IN WITNESS WHEREOF, the parties execute this instrument in 2 (two) counterparts of equal tenor and form, in the presence of two witnesses designated below.

Rio de Janeiro, [●]

Multiplan Empreendimentos Imobiliários S.A.

[●]

Witnesses:

Name:
ID:
CPF/ME:

Name:
ID:
CPF/ME: