

MRV ENGENHARIA E PARTICIPAÇÕES S.A.
CNPJ/ME No. 08.343.492/0001-20
NIRE 31.300.023.907
Publicly held Company

MINUTES OF THE BOARD OF DIRECTORS' MEETING
HELD ON SEPTEMBER 17, 2025

The Board of Directors' meeting of **MRV ENGENHARIA E PARTICIPAÇÕES S.A.** ("**Company**"), held with the presence of the undersigned members, regardless of call, chaired by Mr. **Rubens Menin Teixeira de Souza** and secretary by Mrs. **Fernanda de Mattos Paixão**, and was held at 10:00 AM, on September 17, 2025, digitally, pursuant to article 23 and following paragraphs of the Company's Bylaws.

In accordance with the **Agenda**, the following resolutions were made and approved unanimously, pursuant to Article 24, items "k" and "l" of the Bylaws:

Items for approval of the "514th Issuance of Real Estate Receivables Certificates, in a Single Series, of Opea Securitizadora S.A., Secured by Diversified Real Estate Credit Rights."

(i) **Approve** the assignment by the Company and certain companies under its control, as identified in Exhibit I to these minutes ("Companies" and, together with the Company, the "Assignors") of real estate credit rights held by them, represented by the CCI (as defined below), under the terms to be set forth in the "*Instrumento Particular de Cessão de Direitos Creditórios Imobiliários e Outras Avenças*" ("Assignment of Credits" and "Assignment Agreement", respectively), to be entered into by the Assignors, as assignors, **OPEA SECURITIZADORA S.A.**, a securitization company, registered by the Brazilian Securities and Exchange Commission ("CVM") under the nº 477, at the "S1" category, headquartered in the city of São Paulo, State of São Paulo, at Rua Hungria, No. 1240, 1st floor, unit 12, Jardim Europa, Zip Code 01455-000, registered in the National Register of Legal Entities of the Ministry of Finance ("CNPJ/ME") under No. 02.773.542/0001-22 ("Securitization Agent"), as assignee, and **MAUÁ CAPITAL REAL ESTATE LTDA.**, a limited liability company, headquartered in the city of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, No. 1,485, 18th floor (part), Jardim Paulistano, Zip Code 01.452-002, registered with the CNPJ/MF under No. 04.608.171/0001-59, acting as specialized consultant for the Securitization Agent ("Specialized Consultant"), that, cumulatively (1) arise from the sale of individual units of certain residential projects to be specified in the Assignment Agreement ("Individual Units" or "Properties"), through the execution, with each of the respective purchasers of such Individual Units ("Purchaser(s)" or "Debtor(s)"), of a "*Contrato Particular de Promessa de Compra e Venda*" and/or the respective definitive instrument of sale and purchase, as applicable (together, "*Instrumentos de Promessa de Venda e Compra de Unidade Autônoma*"); (ii) do not have any installments in arrears as of September 4, 2025; (iii) do not have any legal defects regarding their execution; and (iv) are owed by the Purchasers, in an irrevocable and irreversible manner, to the Assignors, and include the acquisition price of the respective Individual Units, remuneration, as applicable, according to the established payment schedule, as well as any and all other credit rights due by the respective Purchasers under the Instrumentos de

Promessa de Venda e Compra de Unidade Autônoma, including all of the respective accessories, such as late payment charges, fines, penalties and guarantees provided for in the Instrumentos de Promessa de Venda e Compra de Unidade Autônoma, provided that the assignment shall not cover (1) amounts due for finishing and customization as set forth in the amendments to the Instrumentos de Promessa de Venda e Compra de Unidade Autônoma entered into with individual Debtors; and (2) any reimbursement of expenses payable by the Purchaser, such as taxes and notary fees applicable upon transfer of the Individual Units ("Real Estate Credit Rights"), which shall be linked to the securitization operation of real estate receivables certificates in a single series, of the 514th (five hundred and fourteenth) issuance of the Securitization Agent ("Securitization Operation" or "Securitization" and "CRI", respectively);

(ii) Approve the execution of Securitization Operation, through the issuance by the Securitization Agent of the, corresponding to the 514th (five hundred and fourteenth) issuance of the Securitization Agent, under the automatic registration procedure, through distribution by the Lead Coordinator (as defined below), to be carried out pursuant to CVM resolution No. 160, of July 13, 2022, as amended, ("CVM Resolution 160") under a firm placement guarantee, on the terms and conditions set forth in the "*Termo de Securitização de Direitos Creditórios Imobiliários da 514^a (Quingentésima Décima Quarta) Emissão de Certificados de Recebíveis Imobiliários, em Série Única, da Opea Securitizadora S.A., Lastreados em Direitos Creditórios Imobiliários Diversificados*" ("Securitization Term" and "Offering", respectively), entered into by the Securitization Agent and **VÓRTX DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**, a financial institution headquartered in the city and state of São Paulo, at Rua Gilberto Sabino, No. 215, 4th floor, Pinheiros, zip code 05425-020, registered with the CNPJ/MF under No. 22.610.500/0001-88, as the appointed fiduciary agent pursuant to Article 29 of Law No. 14,430, of August 3, 2022, as amended, and CVM Resolution No. 17, of February 9, 2021, as amended ("Trustee"), with the following characteristics:

a) Quantity of CRI: A total of 235,000 (two hundred and thirty-five thousand) CRI will be issued;

b) Global Amount of CRI: The global amount of the CRI issuance shall be R\$ 235,000,000.00 (two hundred and sixty-two million, two hundred and twenty-nine thousand, four hundred reais);

c) Unit Nominal Value of CRI: The CRI will have a unit nominal value of R\$ 1.000 (a thousand reais) ("Unit Nominal Value"), on the issuance date of the CRI, to be determined in the Securitization Term ("Issuance Date");

d) Form and Proof of Ownership: The CRI shall be issued in nominative and book-entry form. Proof of ownership shall be evidenced by the custody position statement issued by B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 ("B3"), in the name of the respective CRI holder, while held in electronic custody at B3. Additionally, a statement issued by Itaú Corretora De Valores S.A., a financial institution headquartered in the city and state of São Paulo, at Avenida Brigadeiro Faria Lima, No. 3,500, 3rd floor, Itaim Bibi, Zip Code 04538-132, registered with the CNPJ/MF under No. 61.194.353/0001-64 ("Bookkeeper")

based on information provided by B3, shall also be accepted as proof of ownership, if the CRI are held in electronic custody at B3, as applicable;

e) Maturity Date: The maturity term of the CRI shall be 5,409 (five thousand, four hundred and nine) calendar days from the Issuance Date, therefore, on July 16, 2040;

f) Maturity Date of the CRI: July 16, 2040, except in cases of Mandatory Total Early Redemption of the CRI;

g) Distribution Plan: The Offering will be conducted by the Lead Coordinator in accordance with the distribution plan drawn up under the terms of article 49 of CVM Resolution 160 and provided for in the Distribution Agreement, and there is no limitation in relation to the number of Investors (to be defined in the Securitization Term) accessed by the Institutions Participating in the Offering (to be defined in the Securitization Term), it is also possible for any number of Investors, among the Investors, to subscribe to the CRI;

h) Partial distribution: Partial distribution of the CRI shall not be permitted. In the event the CRI are not fully distributed, the amounts, assets or rights delivered in consideration for the offered CRI shall be fully returned to the Investors;

i) CRI Subscription and Payment: The CRI shall be subscribed in the primary market by Professional Investors and paid in by the Subscription Price (to be defined in the Securitization Term), which shall be paid in full, in Brazilian currency, upon subscription, in accordance with the procedures established by B3. The CRI may be paid in with premium or discount, under the terms to be set forth in the Securitization Term. Among other conditions, any premium or discount rates shall be applied equally to all CRI, on each Payment Date (to be defined in the Securitization Term), pursuant to article 61 of CVM Resolution No. 160;

j) Destination of the Funds by the Securitization Agent: The funds obtained from the payment in of the CRI shall be used exclusively by the Securitization Agent for the payment of: (i) the upfront (flat) costs and expenses, duly evidenced, required for the consummation of the Assignment of Credits and the Offering, to be described in the Assignment Agreement; and (ii) the Assignment Price (to be defined in the Securitization Term), net of the expenses referred to in item (i) above, to the Company, on its own behalf and on behalf and for the account of the Assignors, as shall be provided for in the Assignment Agreement;

k) Destination of the Funds by the Assignors: The funds received by the Assignors as a result of the payment of the Assignment Price by the Securitization Agent shall be used exclusively to the development of their activities, as provided for in their respective corporate purposes.

l) Collateral of the CRI and the Real Estate Credit Rights: The CRI shall not be secured by any type of collateral. Notwithstanding, the Real Estate Credit Rights, represented by the CCI, arising from each Instrumentos de Promessa

de Venda e Compra de Unidade Autônoma, are covered by insurance and, in the future, within the maximum timeframes for perfection to be provided and defined in the Securitization Term and in the Assignment Agreement, shall be secured by Fiduciary Sale of the Respective Individual Unit (to be defined in the Securitization Term);

m) Floating Charge: The CRI shall not be secured by a floating charge of the Securitization Agent, thus any asset or right that is part of its assets and does not form part of the Separate Equity (to be defined on the Securitization Term) shall not be used to satisfy the obligations assumed within the scope of the CRI;

n) Premium: A premium shall be payable by the Securitization Agent monthly to the holders of the CRI, from any remaining funds after full payment of the CRI for the relevant month, if any, in accordance with the Payment Waterfall to be provided and defined in the Securitization Term, which includes the payment of the Separate Equity expenses and the possible replenishment of the Reserve Fund (as defined in the Securitization Term). The funds deposited in the Centralized Accounts (as defined in the Securitization Term) that will be used for the potential payment of the Premium shall derive from the ordinary payments of the Real Estate Credit Rights, it being understood that any funds resulting from early payments (including related ancillary amounts) made by the Debtors shall be used for extraordinary amortization of the CRI, in accordance with the Payment Waterfall (the "Premium");

o) Premium Payment Frequency: monthly, on each payment date to be set forth in the scheduled CRI amortization table, attached as Exhibit I to the Securitization Term;

p) Monetary Adjustment: The Unit Nominal Value of the CRI or the outstanding balance of the Unit Nominal Value of the CRI, as applicable, shall be adjusted for inflation based on the variation of the Broad National Consumer Price Index - IPCA, calculated on a *pro rata temporis* basis by business days, as provided in the Securitization Term ("Monetary Adjustment");

q) Remuneration of the CRI: On the Adjusted Unit Nominal Value (to be defined in the Securitization Term) of the CRI or on the balance of the Adjusted Unit Nominal Value of the CRI, as applicable, interest shall accrue at a rate corresponding to a spread of **12.00% (twelve percent)** per annum, based on 252 (two hundred and fifty-two) business days, calculated exponentially and cumulatively on a *pro rata temporis* basis for business days elapsed, from the date of the first payment of the CRI or from the date of the payment of the immediately preceding CRI Remuneration, as applicable, until the calculation date, in accordance with the formula to be set forth in the Securitization Term ("CRI Remuneration");

r) CRI Grace Period: The grace period for the payment of principal and CRI Remuneration shall extend until November 17, 2025 (exclusive), with the first payment due on November 17, 2025 ("CRI Grace Period");

s) Scheduled Amortization: The CRI shall be amortized as set forth in Exhibit I

of the Securitization Term, in accordance with the Payment Waterfall to be provided and defined in the Securitization Term;

t) Mandatory Partial Extraordinary Amortization of the CRI: After the CRI Grace Period, the Securitization Agent shall carry out the mandatory partial extraordinary amortization of the CRI, up to 98% (ninety-eight percent) of the Unit Nominal Value of the CRI or the Adjusted Unit Nominal Value of the CRI, in accordance with the Payment Waterfall and the provisions set forth in the Securitization Term, under the circumstances to be provided therein (the "Mandatory Partial Extraordinary Amortization of the CRI");

u) Final Maturity Date of the CRI: As shall be defined in the Securitization Term, except in the event of a Mandatory Total Early Redemption of the CRI (as defined below);

v) Mandatory Total Early Redemption of the CRI: The Securitization Agent shall carry out the mandatory total early redemption of the CRI in the following cases: (i) where the Mandatory Partial Extraordinary Amortization exceeds 98% (ninety-eight percent) of the Unit Nominal Value or the CRI or the Adjusted Unit Nominal Value of the CRI, as applicable; or (ii) in the event of a Mandatory Total Repurchase of the Real Estate Credits Rights (to be defined in the Securitization Term) (the "Total Compulsory Early Redemption of the CRI");

w) Backing of the CRI: The CRI shall be backed by the real estate credit notes representing the Real Estate Credit Rights, to be issued without real estate collateral ("CCI") by the Assignors, in book-entry form, through the execution of the "*Instrumento Particular de Escritura de Emissão de Cédulas de Crédito Imobiliário Integrais, sob a Forma Escritural e Outras Avenças, com Garantia Real a ser Constituída*", by the Assignors. The CCI shall be assigned to Securitization Agent and held in custody by **VÓRTX DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**, qualified above ("Custodian Institution");

x) Co-Obligation: The Assignment of Credits is subject to the joint obligation of the Company in relation to the other Assignors, in the event that any of the Repurchase Events of the Real Estate Credits Rights (to be defined in the Assignment Agreement) occur, and the respective Assignor does not repurchase the Real Estate Credit Rights during the period between the execution date of the Assignment Agreement and the delivery of the Verification Notice Response, certifying or waiving, as applicable, compliance with the Eligibility Criteria in respect of the relevant Real Estate Credit Right ("Joint Obligation", "Eligibility Period" and "Eligibility Criteria", respectively). The Company shall fulfill all its obligations arising from the Joint Obligation, as set forth in the Securitization Term, such that the Joint Obligation shall be extinguished individually for each Real Estate Credit Right at the end of the Eligibility Period, in accordance with the procedure provided in the Assignment Agreement and the Securitization Term. The Joint Obligation shall be fulfilled by MRV even if its enforcement against the Assignors is barred due to the existence of bankruptcy, judicial or extrajudicial reorganization, or similar proceedings involving any of the Assignors; and

y) Other conditions: All other conditions, terms, deadlines, and specific rules related to the Offering shall be addressed in detail in the Securitization Term.

(iii) Approve the execution of the "*Contrato de Coordenação, Estruturação e Distribuição Pública, Sob o Regime de Garantia Firme de Colocação, de Certificados de Recebíveis Imobiliários, em Série Única, da 514ª (quingentésima décima quarta) Emissão, da Opea Securitizadora S.A.*" ("Distribution Agreement"), to be entered into by the Securitization Agent, the Company and the lead financial intermediary engaged for the Offering ("Lead Coordinator"), with the participation and consent of the other Assignors;

(iv) Approve the execution of the Assignment Agreement, to be entered into by the Assignors, the Securitization Agent and Specialized Consultant;

(v) Approve the execution of the "*Instrumento Particular de Contrato de Prestação de Serviços de Servicing de Carteira de Direitos Creditórios Imobiliários*" ("Servicing Agreement"), to be entered into by the Securitization Agent and the Company;

(vi) Approve the execution by their legal representatives of all documents related to the Securitization Operation and assignment of the Real Estate Credit Rights of the Assignors, in their capacity as representatives thereof, pursuant to the representation clause provided set forth in their respective corporate documents by virtue of their status as partners in the Assignors, as well as, in their capacity as direct or indirect controlling partners of the Assignors, to approve (a) the assignments of the Real Estate Credit Rights owned by the Assignors, duly identified in the Assignment Agreement referred to in item (iv) above, and (b) the execution of the Servicing Agreement referred to in item (v) above; and

(vii) Authorize the Board of Directors of the Company and the officers and directors of the Assignors, directly or indirectly through attorneys-in-fact, including in their capacity as representatives of the Assignors, to perform all acts and execute all documents necessary or convenient to implement the resolutions in items (i) to (vi) above, including signing any instruments and related amendments required for the implementation of the Securitization Operation hereby approved, including, but not limited to: **(a)** defining and approving the content of the documents related to the Securitization Operation; **(b)** performing the acts necessary for the execution of the Securitization Term, the Distribution Agreement, the Servicing Agreement, the Assignment Agreement and any other documents required for the Securitization Operation, including any amendments thereto; **(c)** performing the acts necessary to hire the institutions required for the Securitization Operation, including, without limitation, the engagement of the Securitization Agent, the legal counsel for the Offering, the Bookkeeper, **ITAÚ UNIBANCO S.A.**, a financial institution headquartered in the city and state of São Paulo, at Praça Alfredo Egydio de Souza Aranha, 100, Torre Olavo Setubal, Parque Jabaquara, zip code 04344-902, registered with the CNPJ/MF under No. 60.701.190/0001-04, as the institution responsible for the financial settlement of the CRI ("Settlement Bank"), the Trustee, the Lead Coordinator, the Custodian Institution, **GRANT THORNTON AUDITORES INDEPENDENTES**, established in the city of São Paulo, State of São Paulo, at Avenida Engenheiro Luiz Carlos Berrini, nº 105, 12º andar, Cidade Monções,

registered with CNPJ/ME nº 10.830.108/0001-65, as independent auditor hired by the Securitizer to audit the Separate Equity ("Separated Equity Account Auditor"), among others, being authorized to negotiate and sign the respective engagement agreements and any amendments thereto, and set their fees; **(d)** carrying out the filing and registration of corporate documents with competent commercial registry; and **(e)** taking the necessary measures before any governmental or regulatory authorities, in accordance with applicable law, as well as taking any other actions necessary to implement the Securitization Operation as hereby approved, **and to ratify** all acts already performed by the Board of Directors of the Company in this regard.

Items for approval of the "1st Issuance of Quotas of the MRV Pró Soluto I Real Estate Receivables Investment Fund, Limited Liability."

(i) Approve the assignment, by the Company and the controlled companies identified in Exhibit I hereto (each, a "Companies" and, together with the Company, the "Assignors"), of the real-estate credit rights (as defined below) held by them, under the "*Instrumento Particular de Cessão de Direitos Creditórios Imobiliários e Outras Avenças*" (the "Assignment Agreement"), to be entered into between the Assignors and **MRV PRÓ SOLUTO I FUNDO DE INVESTIMENTO EM DIREITOS CREDITÓRIOS IMOBILIÁRIOS DE RESP LIMITADA**, a credit rights investment fund registered with the National Register of Legal Entities of the Ministry of Finance ("CNPJ") under No. 62.790.827/0001-01, organized as a closed-end condominium with a single class of quotas and a determined duration, pursuant to CMN Resolution No. 2.907/2001, CVM Resolution No. 175/2022 and other applicable rules, and represented by its portfolio manager, **RIZA SECURITIZAÇÃO E CARTEIRAS GESTORA DE RECURSOS LTDA.**, limited liability company duly authorized by the Securities and Exchange Commission of Brazil ("CVM") to carry out the professional activity of managing portfolios of securities in the category of asset portfolio manager, pursuant to CVM Declaratory Act No. 18,598 of March 31, 2021, with registered office in the city of São Paulo, State of São Paulo, at Rua Elvira Ferraz, No. 68, ZIP code 04552-040, registered with the CNPJ under No 37.556.621/0001-66 (the "Fund" and "Manager", respectively). The Real Estate Credit Rights will be acquired by the Fund in accordance with its investment policy set forth in its bylaws ("Fund's Bylaws").

For the purposes of these minutes, "Real Estate Credit Rights" means the receivables listed in Exhibit I arising from the purchase price of real-estate properties, formalized in debt-confession instruments executed with the respective debtors ("Debt Confession Instruments"), taking into account (1) the form and deadlines established therein and monetarily adjusted by the index provided for therein, including, when applicable, the respective remuneration, as well as all accessory amounts due, such as late payment charges, fines, penalties, and guarantees provided for in the Debt Confession Instruments; and (2) the exclusion of construction interest and any reimbursements of expenses owed by the respective debtors, such as taxes and notary fees incurred upon transfer of the properties.

(ii) Approve the subscription and payment, by the Company, of mezzanine subordinated quotas of the 1st series of the 1st issuance of the Fund ("Mezzanine Subordinated Quotas") in an aggregate amount of up to R\$ 24,750,000.00 (twenty-four million, seven hundred and fifty thousand reais), while there are senior quotas

of the 1st (first) series of the 1st (first) issuance of the Fund ("Senior Quotas") in circulation, for the purpose of reestablishing the Coverage Ratio to the fixed value of 1.05 (one whole and five hundredths), which will be calculated by the Manager pursuant to the formula and periodicity set forth in the Fund's Bylaws. The obligation to pay in Subordinated Mezzanine Quotas shall be fulfilled by the Company through capital calls by the Manager on already-subscribed Mezzanine Subordinated Quotas or through new subscription bulletins, in each case in accordance with the terms, limits and conditions of the Fund's Bylaws.

(iii) Approve the execution of the "*Contrato de Coordenação, Colocação e Distribuição Pública, em Regime de Melhores Esforços, da 1ª (Primeira) Emissão de Cotas do MRV Pró Soluto I Fundo de Investimento em Direitos Creditórios Imobiliários de Resp Limitada*" ("Distribution Agreement"), to be entered into between the Fund, represented by the Manager, **OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**, financial institution authorized to operate by the Central Bank of Brazil, headquartered in the city of Rio de Janeiro, State of Rio de Janeiro, at Avenida das Américas, No. 3.434, Block 07, Room 201, Barra da Tijuca, ZIP 22640-102, registered with the CNPJ under No 36.113.876/0001-91 ("Trustee"), as lead coordinator of the public offering of Fund Quotas, the Manager and the Company.

(iv) Approve the execution of the Assignment Agreement whereby the Assignors will assign all of their Real Estate Credit Rights held by them to the Fund, at the respective nominal value indicated in Exhibit I to these minutes, without co-obligation regarding the performance of the Real Estate Credit Rights by the respective debtors, subject to the possibility of compulsory termination of the assignment and repurchase obligation by the Assignors in the cases provided in the Assignment Agreement.

(v) Approve the execution of the "*Instrumento Particular de Contrato de Prestação de Serviços de Servicing e Cobrança Extraordinária de Carteira de Direitos Creditórios Imobiliários*" ("Servicing and Extraordinary Collection Agreement") to be entered into between the Fund, represented by the Manager, as the contracting party, and the Company, as the contractor, and, with the intervention and consent of the Companies, the Manager and the Trustee

(vi) Approve the execution, by the Company's legal representatives, of all documents related to the matters hereby approved, including the documents necessary for the assignment of the Real Estate Credit Rights of the Company and the Companies, in their capacity as representatives thereof, in accordance with the representation clause provided for in their respective corporate documents arising from the Company's status as a partner in the Companies, as well as, in their capacity as direct or indirect controlling partner of the Companies, to approve (a) the assignment of the Real Estate Credit Rights owned by the Companies, duly identified in the Assignment Agreement;; and **(b)** the execution of the Servicing and Extraordinary Collection Agreement.

(vii) Authorize the Company's Board of Directors, directly or indirectly through attorneys-in-fact in their capacity as representatives of the Companies, to perform any and all acts and execute any and all documents that are necessary or convenient

for the implementation of the resolutions in items (i) to (vi) above, including signing any instruments and any amendments necessary for the execution of the resolutions approved herein, and may, including, but not limited to: **(a)** define and approve the content of the documents related to the transaction; **(b)** perform the acts necessary for the execution of the Servicing and Extraordinary Collection Agreement, the Assignment Agreement, the subscription bulletins for Subordinated Mezzanine Quotas and any other necessary documents and any amendments; (c) publish and file corporate documents with the competent commercial board; and (d) take the necessary measures with any bodies or authorities, in accordance with the legislation in force, as well as take all other measures necessary for the execution of the resolutions approved herein; as well as **ratify** all acts already carried out by the Company's Board of Directors in this regard.

Items of Approval of FINAME Hiring and Granting of Guarantees by MRV ENGENHARIA E PARTICIPAÇÕES S.A.:

(i) FINAME Hiring – The Board of Directors unanimously approved, pursuant to Article 24, item “l”, of the Company’s Bylaws, the hiring of FINAME by the Company and by its controlled company MRV XC INCORPORAÇÕES LTDA., registered under CNPJ No. 37.563.880/0001-14 (“MRV XC”), in the total amount of up to BRL 200,000,000.00 (two hundred million reais), as detailed in **Annex I**, with BANCO SANTANDER (BRASIL) S.A., registered under CNPJ No. 90.400.888/0001-42, headquartered in the city of São Paulo, State of São Paulo, at Avenida Presidente Juscelino Kubitschek, Nos. 2,041 and 2,235, Block A, Vila Olímpia, ZIP Code 04543-011 (“Banco Santander”), under the terms and conditions provided in the Bank Credit Note(s) to be executed between the Company, as issuer or guarantor, MRV XC, as issuer, and Banco Santander, as lending agent (“FINAME SANTANDER”);

(ii) FINAME Hiring – The Board of Directors unanimously approved, pursuant to Article 24, item “l”, of the Company’s Bylaws, the hiring of FINAME by its controlled companies listed in **Annex II** to this minute (“Controlled Companies”), in the total amount of up to BRL 265,000,000.00 (two hundred and sixty-five million reais), with BANCO BRADESCO S.A., registered under CNPJ No. 60.746.948/0001-12, located at Núcleo Cidade de Deus, s/n, Vila Yara, Osasco/SP, ZIP Code 06029-900 (“Banco Bradesco”), under the terms and conditions provided in the Bank Credit Note(s) to be executed between the Company, as guarantor, the Controlled Companies listed in Annex II, as issuers, and Banco Bradesco, as lending agent (“FINAME BRADESCO”);

(iii) Granting of Guarantee – The Board of Directors unanimously approved, pursuant to Article 24, item “g”, of the Company’s Bylaws, the granting of guarantees, in the form of aval, (i) in favor of the controlled company MRV XC, within the scope of the FINAME SANTANDER operation, up to the total limit of BRL 50,000,000.00 (fifty million reais), as detailed in **Annex I**, through the execution of Bank Credit Note(s) to be entered into between the Company, as guarantor, MRV XC, as issuer, and Banco Santander, as lending agent, under the terms and conditions provided in the Bank Credit Note(s), and (ii) in favor of the Controlled Companies listed in Annex II, within the scope of the FINAME BRADESCO operation, up to the total limit of BRL 265,000,000.00 (two hundred and sixty-five million reais), through the execution of Bank Credit Note(s) to be entered into between the Company, as guarantor, the Controlled Companies listed in Annex II, as issuers, and Banco

Bradesco, as lending agent, under the terms and conditions provided in the Bank Credit Note(s); and

(iv) The Board of Directors authorized the Company's Executive Board, directly or indirectly through attorneys-in-fact, including in their capacity as representatives of MRV XC and other Controlled Companies, as permitted by their respective Articles of Incorporation, to perform any and all acts and execute any and all documents necessary or convenient for the implementation of the resolutions set forth above, including signing any instruments, and ratified all acts already performed by the Company's Executive Board in this regard.

Items of Approval of the "Linkage of ESG Targets in the Profit and Results Participation Program of the Company's Executive Board":

In line with the Company's commitment to the Principles of the UN Global Compact and the Sustainable Development Goals (SDGs), the Board -unanimously approved linking the Profit-Sharing Program of the Company's Statutory Executive Board to the achievement of ESG goals recommended by the People Committee and presented and approved at this meeting;

The Board unanimously authorized, the Company's Executive Board, directly or indirectly through attorneys, to perform any and all acts and enter into any and all documents that may be necessary or convenient for carrying out the above resolutions, as well as ratifying the acts already practiced by the Company's Executive Board in this regard.

Belo Horizonte, September 17, 2025.

Chairman: **Rubens Menin Teixeira de Souza**, Secretary: **Fernanda de Mattos Paixão**. Members of the Board of Directors' that were present: **Rubens Menin Teixeira de Souza; Maria Fernanda N. Menin T. de Souza Maia; Betania Tanure de Barros; Antonio Kandir; José Carlos Wollenweber Filho; Paulo Sergio Kakinoff; Leonardo Guimarães Corrêa and Nicola Calicchio Neto.**

It is hereby declared, for all due purposes, that a true and authentic copy is filed and signed by those present in the proper book.

Certified as a true copy of the original:

Fernanda de Mattos Paixão
Secretary

Items for approval of the "514th Issuance of Real Estate Receivables Certificates, in a Single Series, of Opea Securitizadora S.A., Secured by Diversified Real Estate Credit Rights."

Exhibit I | List of the Assignors

Assignors	CNPJ/MF	Nominal Amount of the Assigned Real Estate Credit Rights (in R\$)
CABRAL INVESTIMENTOS SPE LTDA.	12.088.919/0001-68	2.947.568,99
MRV PRIME XIV INCORPORAÇÕES LTDA.	13.473.637/0001-47	229.655,40
MRV MDI CE I INCORPORAÇÕES SPE LTDA.	13.715.318/0001-09	1.672.638,74
MRV MDI PRAIA DA BALEIA I INCORPORAÇÕES SPE LTDA.	27.645.990/0001-71	311.515,60
MRV PRIME PROJETO PALMAS D INCORPORAÇÕES LTDA.	28.812.710/0001-35	229.250,45
MRV PRIME PROJETO MT E2 INCORPORAÇÕES SPE LTDA.	29.657.172/0001-14	3.648.837,34
MRV MRL BAIA DA BABITONGA INCORPORAÇÕES LTDA.	30.411.462/0001-62	1.144.007,48
MRV MRL 20 DE JANEIRO INCORPORAÇÕES SPE LTDA.	31.548.789/0001-43	1.137.559,09
VALE DO SERENO INCORPORAÇÕES LTDA.	31.713.959/0001-06	696.452,71
MRV MDI BAHIA INCORPORAÇÕES LTDA.	31.749.522/0001-14	9.149.135,64
MRV PRIME PROJETO MT K2 INCORPORAÇÕES SPE LTDA.	33.660.677/0001-05	1.373.988,36
MRV MRL SANTA CATARINA INCORPORAÇÕES LTDA.	34.060.438/0001-87	760.095,56
MRV & MRL PARANÁ INCORPORAÇÕES LTDA.	34.085.841/0001-60	1.835.610,53
MRV PRIME INCORPORAÇÕES MATO GROSSO DO SUL LTDA.	34.353.654/0001-10	9.378.467,99

MRV MRL RJ E GRANDE RIO INCORPORAÇÕES LTDA.	34.692.778/0001-20	3.181.457,95
MRV PRIME LXIV INCORPORAÇÕES LTDA.	36.115.717/0001-26	4.333.210,71
MRV LXXXV INCORPORAÇÕES LTDA.	36.178.464/0001-30	2.112.376,40
ASA VERDE INCORPORAÇÕES LTDA.	36.837.702/0001-71	1.807.062,55
MRV XC INCORPORAÇÕES LTDA.	37.563.880/0001-14	15.126.730,23
MRV UBERLÂNDIA INCORPORAÇÕES LTDA.	38.232.999/0001-77	294.013,99
MRV PRIME INCORPORAÇÕES CENTRO OESTE LTDA.	38.537.711/0001-72	1.155.961,24
MRV ESPÍRITO SANTO INCORPORAÇÕES LTDA.	39.741.351/0001-99	14.475.424,43
MRV XCV INCORPORAÇÕES LTDA.	40.183.025/0001-92	4.970.696,68
MRV PRIME INCORPORAÇÕES PALMAS TOPOS LTDA.	40.592.056/0001-05	3.720.552,25
MRV XCI INCORPORAÇÕES LTDA.	40.792.208/0001-05	7.921.889,74
MRV PORTO ESSENZA LTDA.	48.147.290/0001-27	1.097.167,16
MRV FORTAL II INCORPORAÇÕES SPE LTDA.	53.115.725/0001-91	3.512.186,76

Items for approval of the "1st Issuance of Quotas of the MRV Pró Solutio I Real Estate Receivables Investment Fund, Limited Liability."

EXHIBIT I | LIST OF ASSIGNORS

CNPJ	Assignor	Amount of Credit Assigned (R\$)
08.343.492/0001-20	MRV ENGENHARIA E PARTICIPAÇÕES S/A	118.867.369,81
12.088.919/0001-68	CABRAL INVESTIMENTOS SPE LTDA	56.848,22
13.097.372/0001-20	MRV MD PE JARDIM DOS IPES INCORPORACOES LTDA	39.789,46
13.425.367/0001-07	MRV PRIME III INCORPORACOES LTDA	534.588,49
13.473.637/0001-47	MRV PRIME XIV INCORPORACOES LTDA	783.051,41
13.654.803/0001-01	MRV MDI LAGOA OLHOS D ÁGUA INCORPORACOES LTDA	523.366,34
14.429.684/0001-56	MRV RN MRV NOVAS NACOES CONSTRUCOES LTDA	1.478.676,20
16.810.763/0001-38	MRV MDI VILA DAS AMOREIRAS INCORPORACOES LTDA	8.210,01
16.821.325/0001-75	MRV PRIME PROJETO CAMPO GRANDE J INCORPORACOES SPE LTDA	234.999,84
19.306.849/0001-16	MRV MRL RJ5 INCORPORACOES SPE LTDA	15.596,34
19.417.544/0001-81	MRV PRIME PROJETO MT E INCORPORACOES SPE LTDA	164.486,55
20.429.936/0001-40	MRV MDI CURCURANA CONSTRUCOES LTDA	1.118.255,41
23.842.599/0001-06	PARQUE LAGOA DOS DIAMANTES INCORPORAÇÕES SPE LTDA	104.004,97
24.516.682/0001-58	MRV MRL CONSTANTINO INCORPORACOES SPE LTDA.	899.010,70
25.058.914/0001-34	MRV PRIME PROJETO MT R INCORPORACOES SPE LTDA	24.563,43
25.125.373/0001-10	MRV MRL GUARUS II INCORPORACOES SPE LTDA	99.132,08
25.288.906/0001-84	MRV MRL RJ SG5 INCORPORACOES SPE LTDA	6.246,74
26.407.358/0001-27	MRV TOP LIFE COZUMEL INCORPORACOES SPE LTDA	882.343,68
27.645.990/0001-71	MRV MDI PRAIA DA BALEIA I INCORPORACOES SPE LTDA	88.441,23
27.967.498/0001-12	MRV PRIME CANTO DOS PASSAROS INCORPORACOES LTDA	13.195,30
28.812.710/0001-35	MRV PRIME PROJETO PALMAS D INCORPORACOES LTDA	190.594,27
29.521.175/0001-26	MRV MDI RESERVA REAL INCORPORACOES LTDA	2.044.849,37
29.607.989/0001-88	MRV PRIME PROJETO MT D2 INCORPORAÇÕES SPE LTDA	7.837,59
29.657.172/0001-14	MRV PRIME PROJETO MT E2 INCORPORACOES SPE LTDA	1.014.932,89

30.283.294/0001-77	MRV MRL PLURAL 3 INCORPORACOES SPE LTDA	112.893,92
30.340.844/0001-42	MRV MRL PLURAL 2 INCORPORACOES SPE LTDA	57.365,73
30.411.462/0001-62	MRV MRL BAIA DA BABITONGA INCORPORACOES LTDA	6.441.371,15
30.833.017/0001-90	CASASMAIS MACAUBA INCORPORACOES LTDA	34.403,63
31.548.789/0001-43	MRV MRL 20 DE JANEIRO INCORPORACOES SPE LTDA	1.083.966,76
31.713.959/0001-06	VALE DO SERENO INCORPORACOES LTDA	971.625,40
31.749.522/0001-14	MRV MDI BAHIA INCORPORACOES LTDA	5.050.327,40
32.885.985/0001-76	MRV CARIACICA RIO MARINHO INCORPORACOES LTDA	491.898,96
33.660.677/0001-05	MRV PRIME PROJETO MT K2 INCORPORACOES SPE LTDA	1.443.938,10
34.060.438/0001-87	MRV MRL SANTA CATARINA INCORPORACOES LTDA	248.994,72
34.085.841/0001-60	MRV & MRL PARANA INCORPORACOES LTDA	267.376,73
34.353.654/0001-10	MRV PRIME INCORPORACOES MATO GROSSO DO SUL LTDA	14.172.300,17
34.692.778/0001-20	MRV MRL RJ E GRANDE RIO INCORPORACOES LTDA	9.022.656,33
36.115.717/0001-26	MRV PRIME LXIV INCORPORACOES LTDA	3.706.700,06
36.178.464/0001-30	MRV LXXXV INCORPORACOES LTDA	7.612.672,05
36.837.702/0001-71	ASA VERDE INCORPORACOES LTDA.	72.661,40
37.563.880/0001-14	MRV XC INCORPORACOES LTDA	36.783.318,01
38.232.999/0001-77	MRV UBERLANDIA INCORPORACOES LTDA	570.380,50
38.537.711/0001-72	MRV PRIME INCORPORACOES CENTRO OESTE LTDA	5.371.445,90
39.741.351/0001-99	MRV ESPÍRITO SANTO INCORPORACOES LTDA	8.316.533,17
39.843.736/0001-67	MRV LINCOLN VELOSO INCORPORACOES LTDA	74.795,83
40.183.025/0001-92	MRV XCV INCORPORACOES LTDA	4.830.762,02
40.592.056/0001-05	MRV PRIME INCORPORACOES PALMAS TOPOS LTDA	4.846.559,81
40.792.208/0001-05	MRV XCI INCORPORACOES LTDA	11.326.832,46
44.100.976/0001-01	MRV XCIV INCORPORAÇÕES LTDA	6.759.083,71
53.115.725/0001-91	MRV FORTAL II INCORPORACOES SPE LTDA	1.843.131,86
49.274.953/0001-37	MRV FORTAL LTDA.	319.533,30
	Total	261.033.919,41

ANNEX I to the Approval of the FINAME Contracting and Granting of Guarantees by MRV ENGENHARIA E PARTICIPAÇÕES S.A.

EXHIBIT I | LIST OF ASSIGNORS

CNPJ	Assignor	Amount of Credit Assigned (R\$)
08.343.492/0001-20	MRV ENGENHARIA E PARTICIPAÇÕES S.A.	R\$ 150.000.000,00
37.563.880/0001-14	MRV XC INCORPORAÇÕES LTDA.	R\$ 50.000.000,00
	Total	R\$ 200.000.000,00

ANNEX I to the Approval of the FINAME Contracting and Granting of Guarantees by MRV ENGENHARIA E PARTICIPAÇÕES S.A.

EXHIBIT ii | LIST OF ASSIGNORS

CNPJ	Assignor	Amount of Credit Assigned (R\$)
34.353.654/0001-10	MRV PRIME INCORPORACOES MATO GROSSO DO SUL LTDA.	R\$ 60.000.000
36.115.717/0001-26	MRV PRIME LXIV INCORPORACOES LTDA.	R\$ 61.000.000
34.692.778/0001-20	MRV MRL RJ E GRANDE RIO INCORPORACOES LTDA.	R\$ 55.000.000
36.178.464/0001-30	MRV LXXXV INCORPORACOES LTDA.	R\$ 61.000.000
34.085.841/0001-60	MRV & MRL PARANA INCORPORACOES LTDA.	R\$ 28.000.000
Total		R\$ 265.000.000,00