

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 MARCH 24, 2023

The Board of Directors' meeting for **MRV ENGENHARIA E PARTICIPAÇÕES S.A.** ("**Company**"), held with the presence of the members undersigned, independent of call. The meeting was chaired by Mr. **Rubens Menin Teixeira de Souza**, and secretariat by Mrs. **Fernanda de Mattos Paixão**, and was held at 11:00 AM, on March 24, 2023, digitally, pursuant to article 23 and following paragraphs of the Company's Bylaws.

According to the meeting **Agenda**, the following items were deliberated:

I. Revision of the Internal Regiment - The board unanimously approved, the modification of the Internal Regiment of the Board of Directors, according to the version filed at the respective registered office;

II. Stock Option Plan IV - The board unanimously approved, the Company's Stock Option Plan IV, with the possibility of granting 9,000,000 (nine million) stock options, ad referendum of the next Extraordinary General Meeting, pursuant to Attachment I of these minutes which, authenticated by the board, it will be filed at the Company's headquarters;

III. Compliance Officer and DPO - The Board unanimously approved, the ratification of the following appointments by the Company:

3.1. Compliance Officer: Maria Fernanda Menin, as indicated by the Governance, Risk and Compliance Committee, as elected on August 31, 2015.

3.2. Data Protection Officer (DPO): Alex de Souza Medeiros

IV. Ordinary and Extraordinary General Meeting

4.1. Creation of the New Business and Innovation Executive Board and the Real Estate Development Executive Board I and II - The Board unanimously approved, the creation proposal (i) of the New Business and Innovation Executive Board, composed of 01 (one) Executive Director, and (ii) of the Real Estate Development Executive Board I and II, composed of 02 (two) Executive Directors; so that the Company now has 10 (ten) Executive Directors, as provided in detail in the Management Proposal;

4.2. Global Annual Compensation of Management - The Board unanimously approved, the global annual compensation of Management for the 2023 fiscal year in the amount of R\$ 47,602,693.00, as provided in detail in the Management Proposal;

4.3. Board of Directors' Slate - The Board unanimously approved, pursuant to article 17, paragraph 1 of the Company's Bylaws, the composition of the slate to be appointed by this Board (Board of Directors' Slate) for the election of the Board of Directors of the Company, for a term of 02 (two) years, which will be resolved at the next Ordinary and Extraordinary Shareholders' Meeting of the Company. The Board of Directors will be composed of the current members of the Board of Directors listed below:

- Antônio Kandir, Betania Tanure de Barros, Paulo Sergio Kakinoff e Sílvio Romero de Lemos Meira (Independent Directors); e
- Leonardo Guimarães Corrêa, Maria Fernanda Nazareth Menin Teixeira de Souza Maia e Rubens Menin Teixeira de Souza.

It's registered that the Board is in favor of classifying Messrs. Antônio Kandir, Paulo Sergio Kakinoff, Sílvio Romero de Lemos Meira and Betania Tanure de Barros to the independence criteria set forth in the Novo Mercado Regulations and Annex K of CVM Resolution 80, as well as expressing that said Directors adhere to the Company's Appointment Policy;

4.4. Change of the newspaper - The Board unanimously approved, the change of the newspaper used for publications ordered by Law No. 6,404/76, which will be carried out in the Jornal Diário do Comércio, as of may 2023, after due notice has been given to shareholders;

4.5. Management proposal and the Call Notice for the OEGM - The board unanimously approved, the Management Proposal and the Call Notice for the Ordinary and Extraordinary General Meeting to be held on April 25, 2023, at 10:00 am, with the following agenda: at the Ordinary General Meeting: **1. To deliberate** on the Company's Management account, to examine, to discuss and to vote on the equity balance sheet and financial statement relative to business carried out closing on December 31, 2020; **2. To deliberate** on the net income allocation from the year ended on December 31, 2020; **3. To deliberate** on the appointment of the slate to compose the Board of Directors, for a term of 02 (two) years, extendable until the Annual General Meeting of the Company in 2023, as well as to establish the number of seats to be filled in this election; and **4. To establish** annual overall remuneration of the Board for the year 2021. At the Extraordinary General Meeting: **1. To deliberate** on the changes to Article 5 of the Company's Bylaws to reflect the capital increase, within the authorized capital limit, approved by the Board of Directors meeting held on January 7th, 2021 and ratification of the Company's current capital; **2. To deliberate** on the change in the composition of the Chief Commercial and Mortgage Officer structure, so that the Company will now have only 01 (one) Executive Director in the area, according to the proposal approved by the Board of Directors at a meeting on January 13, January 2021; **3. To deliberate** on the amendment of the competencies of the Chief Executive Officers, the Chief Financial and Investor Relations Officer, the Chief Commercial and Mortgage Officer and the Chief Production Officer defined in the Company's Bylaws; **4. To deliberate** on the change in the denomination of the Chief Construction Financing, Institutional Relations and Sustainability Officer to the Chief

(Free translation, for reference only – Original in Portuguese)

Institutional Relations and Sustainability Officer, as well as to change their respective competencies defined in the Company's Bylaws; **5. To deliberate** on the changes to Article 27 of the Company's Bylaws, caput and paragraphs first, second, third, fourth and sixth, to adapt it to the resolutions of items 2, 3 and 4 above; **6. To deliberate** on the consolidation of the Company's Bylaws, due to the deliberations of the items above; and **7. To deliberate** on publishing the minutes of the Ordinary and Extraordinary General

XI. The Board unanimously authorized, the Company's Board of Executive Officers, directly or indirectly through attorneys-in-fact, 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.

There being no further matters to discuss, these minutes were recorded, read and agreed-upon, and signed by the members.

Belo Horizonte, March 24, 2023.

Chairman: **Rubens Menin Teixeira de Souza**, Secretary: **Guilherme Silva Freitas**. 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; Sílvia Romero de Lemos Meira; Paulo Sergio Kakinoff e Leonardo Guimarães Corrêa.**

For all legal purposes, it is hereby stated that a true and authentic copy is filed and signed by those in attendance in the proper book.

Checked with the original copy:

Fernanda de Mattos Paixão
Secretary

ATTACHMENT I - Authentication of the Board of the Meeting of the Board of Directors held on March 24, 2023.

Fernanda de Mattos Paixão
Secretary

MRV ENGENHARIA E PARTICIPAÇÕES S.A.
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STOCK PURCHASE OPTION PLAN IV

1. OBJECTIVE OF THE PLAN

1.1. The purpose of this Plan IV for the Granting of Stock Option of **MRV ENGENHARIA E PARTICIPAÇÕES S.A.** ("Company"), instituted pursuant to art. 168, paragraph 3, of Law No. 6,404/76, approved by the Company's General Meeting, hereinafter referred to simply as the **Plan**, consists of encouraging the expansion, success and achievement of the Company's corporate objectives (and its subsidiaries) and the interests of its shareholders, allowing certain executives and employees to choose to acquire shares in the Company, under the terms and conditions set forth in the Plan.

2. PLAN ADMINISTRATION

2.1. The Plan will be managed by the Company's Board of Directors.

2.2. The Board of Directors will have broad powers, subject to the basic terms and conditions of the Plan, taking all necessary measures for its administration.

2.3. The Board of Directors will periodically create Stock Option Programs (each one, the "Program"), where, always within the general conditions set forth herein, the number and type of Company shares that will be entitled to subscribe with the exercise of the option, the subscription price, the maximum term for the exercise of the option, rules on the transfer of options and any restrictions on the shares received for the exercise of the option. The Board of Directors may extend (but not anticipate) the final deadline for exercising the option of the Programs in effect.

2.4. The Board of Directors may, at any time, change or extinguish the Program or even establish the regulations applicable to omitted cases.

2.5. The Board of Directors may not change the provisions relating to qualification for participation in the Plan and no modification or termination of the Plan may, without the holder's consent, alter or impair any rights or obligations of any existing contract on a purchase option.

3. EXECUTIVES (NON-EMPLOYED STATUTORY DIRECTORS) AND ELIGIBLE EMPLOYEES

3.1. Executives and employees of the Company and its subsidiaries (directly or

indirectly controlled companies) may be entitled to participate in the Plan. The Personnel Committee will indicate, in accordance with this Plan and for each Program, those who will be eligible to grant the option ("Beneficiaries"), who will be duly invited in writing to participate in the Plan.

4. OPTIONS INCLUDED IN THE PLAN

4.1. The options included in this Plan will correspond to a maximum of 9,000,000 (nine million) options. Once the option is exercised by the Beneficiaries, the corresponding shares will be issued through an increase in the Company's capital. Purchase options for existing treasury shares may also be offered, subject to prior approval by the Brazilian Securities and Exchange Commission – CVM.

4.2. The shareholders, pursuant to the provisions of art. 171, § 3, of Law No. 6,404/76, will not have preemptive rights to create the Plan or exercise the option to purchase shares originating from the Plan, respecting the authorized capital limit approved by the General Meeting for this purpose, pursuant to article 168, paragraph 3, of Law No. 6,404/76.

5. STRIKE PRICE

5.1. The issue price of the shares to be subscribed by the members of the Plan, as a result of the exercise of the option, will be equivalent to the average of the 30 (thirty) trading sessions prior to the grant date ("Exercise Price").

5.2. The Exercise Price must be paid as established in each Program and will be adjusted for the distribution of dividends.

5.3. The option can only be exercised under the terms of this Plan and each Program, during the period and periods established therein.

6. OPTION TERMS AND CONDITIONS

6.1. The terms and conditions of each option granted under the Plan will be set out in the Invitation Letter of Plan IV for Stock Option, to be accepted, with reference to the Program established by the Board of Directors, defining, among other conditions:

- a.** the number and type of shares that will be delivered with the exercise of the option, the purchase price of the options and the Exercise Price of the option;
- b.** the term of the option and the date on which the exercise of the option and all rights arising therefrom will expire; and
- c.** any other terms and conditions that are not in disagreement with the Plan.

6.2. The shares resulting from the exercise of the options will have the rights established in this Plan, in the respective Programs and in the Letter of Invitation, being certain that they will always be assured the right to receive dividends on the shares that may be distributed from their respective subscription.

7. EXERCISE OF THE OPTION

7.1. The option may be exercised in whole or in part during the term and periods established in the respective Letter of Invitation.

7.2. If the option is partially exercised, the option holder may exercise the remainder of the rights arising from the Letter of Invitation within the terms and conditions stipulated therein, except for the hypotheses provided for in this Plan.

7.3. The Beneficiaries will be subject to restrictive rules on the use of privileged information applicable to publicly-held companies in general and those established by the Company.

8. SALE OF SHARES

8.1. The holder of shares that were originally acquired under the Plan may not sell, transfer or dispose of such shares issued by the Company, as well as those that may be acquired by him as a result of bonuses, splits, subscriptions or any other form of acquisition, provided that such rights have elapsed for the acquirer of the ownership of the shares object of the Plan (herein identified only as "Shares"), for the minimum period of unavailability provided for in the Letter of Invitation.

8.2. The holder of the Shares undertakes not to present them as guarantee, not to encumber them and not to institute any form of encumbrance over them.

8.3. The Company will record in the respective Share Transfer Book the restrictions on the disposal of the Shares as provided for in item 8.1 above and subject to the provisions of item 9.2.

8.4. After the restriction period provided for in item 8.1, if any Beneficiary intends, directly or indirectly, to dispose or, in any way, transfer all or part of its Shares to a third party, this Beneficiary must notify the Company, in writing, specifying the name of the third party, the term, payment conditions, the number of Shares offered, as well as all other elements necessary for the Company to state, within a maximum period of 30 (thirty) days, whether it intends to exercise the preemptive right to acquire the Beneficiary's Shares under the same terms, conditions and term. If the Company does not exercise the preemptive right during the period of 30 (thirty) days indicated above, the Beneficiary will have the right to sell the Shares, within the period of 90 (ninety) days counted from the end of the period in terms and conditions not better than those offered to the Company.

9. PERMANENCE IN POSITION

9.1. No provision of the Plan or option granted by the Plan will grant any Beneficiary rights related to his permanence in office, as an executive and/or employee of the Company, and will not interfere, in any way, with the right of the Company to terminate, at any time, the employee's employment contract and/or interrupt the administrator's term of office.

9.2. In the event of termination of the employment contract or the Beneficiary's mandate as a manager of the Company, for any reason, any restrictions imposed on the Shares by this Plan shall cease by operation of law, and these may be freely disposed of by the Beneficiary.

10. TERMINATION OF EMPLOYMENT CONTRACT OR MANDATE OR WAIVING

10.1. If the Beneficiary's employment contract or term of office comes to an end due to dismissal without just cause or dismissal of a statutory director without just cause, obeying, as the case may be, the definition of just reason provided for in corporate law or just cause provided for in labor legislation, whichever is applicable, the options whose right to exercise (i) has not been acquired by such date, will be cancelled; and (ii) has already been acquired by that date, may be exercised within 90 (ninety) days, counted from the end date of the respective employment contract or term of office, upon written notification sent to the Chairman of the Board of Directors, provided that , after that period, will be cancelled.

10.2. If the Beneficiary's employment contract or term of office is terminated by mutual agreement between the Beneficiary and the Company, all options with which the Beneficiary has been contemplated may be exercised within 90 (ninety) days, counted from the termination date. of the respective employment contract or term of office, upon written notice sent to the Chairman of the Board of Directors, after which time they will be cancelled.

10.3. In cases of (i) resignation or resignation or (ii) dismissal for just cause or dismissal of a statutory director for just cause, as the case may be, the definition of just cause provided for in corporate law or just cause provided for in labor law , whichever is applicable, all options that have been granted to the Beneficiary, whether or not they are eligible for exercise according to the rules of this Plan, will remain automatically extinct by operation of law, regardless of prior notice or indemnity of any kind.

11. DEATH OF THE UNEXERCISED OPTION HOLDER

11.1. In the event of the death of the Beneficiary, his successors will have the right to exercise any options not exercised and not yet expired, regardless of compliance with periods of restriction on the sale of Shares within the scope of the Program and even if the right to exercise has not yet been acquired. , immediately and for the exercise period provided for in the respective Program.

12. PURCHASER'S RETIREMENT

12.1. In the event of retirement due to contribution time or age, after 60 (sixty) years of age, the Beneficiary will have the right to exercise any options not exercised and not yet expired, regardless of the observance of periods of restriction on the sale of Shares within the scope of the Program and even if the right to exercise has not yet been acquired, immediately and for the exercise period provided for in the respective Program.

13. LIMITATIONS ON THE RIGHTS OF OPTION HOLDERS

13.1. No Beneficiary of an option granted based on the Plan may sell it to any third party or encumber it, nor will it have any of the rights and obligations of the Company's shareholders, except those expressly referred to in this Plan or the respective Program. No Share will be delivered to the Beneficiary as a result of the exercise of the option unless all legal and contractual requirements have been fully

complied with.

14. ADJUSTMENTS

14.1. If the number of shares existing in the Company is increased or decreased or if shares are exchanged for different types or classes as a result of share bonuses, reverse splits or splits, then appropriate adjustments will be made to the number of Shares in respect of which the options have been granted and not yet exercised. Any adjustments to the options will be made without changing the total purchase price applicable to the unexercised portion of the option, but with a corresponding adjustment to the exercise price for each share or any unit of Share covered by the option.

14.2 The Board of Directors will establish the applicable rules for cases of dissolution, transformation, incorporation, merger, spin-off or reorganization of the Company.

15. EFFECTIVE DATE AND END OF THE PLAN

15.1. The Plan will enter into force on the date of approval by the Company's General Meeting and may be extinguished, at any time, by decision of the Company's Board of Directors, without prejudice to the prevalence of restrictions on the negotiability of shares and/or preemptive rights eventually instituted.

16. ADDITIONAL OBLIGATIONS

16.1. In addition to the obligations assumed in the Letter of Invitation, the parties undertake fully and integrally to comply with the conditions included in the Plan, the Program and complementary documents. The signature of the Letter of Invitation will imply the express acceptance of all its terms, those of the Plan and those of the Program(s) by the Beneficiary.

17. FINE

17.1. The party that violates any of the obligations established in the Plan, in the Program(s) and/or in the Letter of Invitation will incur payment to the innocent party, in addition to what it was originally obliged to pay, of a non-compensatory and irreducible penalty fine in the total amount equivalent to 10% (ten percent) of the total value of the Shares subscribed by the option holder, as well as any and all judicial or extrajudicial expenses incurred by the innocent party, including attorney fees at the rate of 20% (twenty percent) on the claimed amount if and when any lawsuit is filed.

18. EXECUTION

18.1. The obligations contained in the Plan and in the Letter(s) of Invitation are assumed irrevocably and irreversibly, being valid as an extrajudicial enforceable title under the terms of civil law and civil procedure, binding the parties and their successors in any capacity. The parties establish that such obligations are subject to specific execution, pursuant to articles 815 et seq. of the Code of Civil Procedure.

19. ASSIGNMENT

19.1. The rights and obligations arising from the Plan and the Letter of Invitation may not be assigned or transferred, in whole or in part, by either party, nor given as guarantee of obligations, without the prior written consent of the other party.

20. NOVATION

20.1. It is expressly agreed that the abstention of either party from the exercise of any right, power, resource or option guaranteed by law, by the Plan, by the Program(s) or by the Letter of Invitation, nor the eventual tolerance of delay in the fulfillment of any obligations by either party, which will not prevent the other party, at its sole discretion, from exercising at any time these rights, powers, remedies or faculties, which are cumulative and not exclusive in relation to those provided for in law.

21. JURISDICTION

21.1. The central forum of the Comarca of Belo Horizonte, Minas Gerais, is elected, excluding any other, however privileged it may be, to resolve controversies that may arise in relation to the Plan, the Programs or the Letter of Invitation.
