

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 22, 2022

The Board of Directors' Meeting for **MRV ENGENHARIA E PARTICIPAÇÕES S.A.** ("**Company**"), held with the presence of the undersigned members, regardless of call notice. The meeting was chaired by Mr. **Rubens Menin Teixeira de Souza**, and secretariat by Mrs. **Maria Fernanda Nazareth Menin Teixeira de Souza Maia**, and was held at 10:00 AM, on September 22, 2022, digitally, pursuant to article 23 and following paragraphs of the Company's Bylaws.

According to the meeting **Agenda**, the following deliberations were taken and approved by unanimous vote, under the terms of article 24, item "I", of the Company's Bylaws:

(i) Approve the securitization ("**Securitization**"), through the issuance by True Securitizadora S.A., a publicly held company headquartered in the City of São Paulo, State of São Paulo, at Avenida Santo Amaro, No. 48, 1st floor, set 12, Vila Nova Conceição, ZIP CODE 04506-000, registered under the National Registry of Legal Entities of the Ministry of Economy – CNPJ/ME ("**CNPJ/ME**") No. 12.130.744/0001-00 ("**Securitization Agent**" or "**Issuer**"), of real estate receivables certificates ("**CRI**") of the 1st and 2nd series of the 96th issuance of the Securitization Agent, according to the terms and conditions to be established in the "*Termo de Securitização de Direitos Creditórios Imobiliários das 1ª e 2ª Séries da 96ª Emissão de Certificados de Recebíveis Imobiliários da True Securitizadora S.A., vinculados a direitos creditórios imobiliários diversificados*" ("**Securitization Term**"), to be entered into between the Securitization Agent and Vórtx Distribuidora de Títulos e Valores Mobiliários Ltda., financial institution headquartered in the City of São Paulo, State of São Paulo, at Rua Gilberto Sabino, nº 215, 4^o floor, Pinheiros, Zip Code 05.425-020, , registered under the CNPJ/ME No. 22.610.500/0001, as the fiduciary agent appointed pursuant to article 10 of Law No 9.514, of November 20, 1997 and the Brazilian Securities Commission (**CVM**) Resolution No. 17, of February 9, 2021 ("**Trustee**"), with the following characteristics: (a) Quantity of CRI: there will be 114.000 (one hundred thousand) CRI, being (i) 57.000 (fifty seven thousand) CRI of the first serie ("**1st Series CRI**") and (ii) 57.000 (fifty seven thousand CRI of the second serie ("**2nd Series CRI**") totaling R\$114.000,000.00 (one hundred and fourteen million reais), to be distributed in the scope of the Restricted Offering (as defined below), under a best efforts placement system, as established in the Securitization Term; (b) Unit Nominal Value of CRI: the CRI will have a unit nominal value of R\$ 1,000.00 (one thousand reais) ("**Unit Nominal Value**"), on the CRI issuance date, as it will be defined in the Securitization Term ("**Issuance Date**"); (c) Guarantees: there will be no guarantees in favor of the CRI Holders. (d) Monetary Update: the Unit Nominal Value of the 1st Series CRI will not be updated for inflation or corrected by any index; the Unit Nominal Value of the 2nd Series CRI will be updated by the Amplified Consumer Price

Index (IPCA), published by the Brazilian Institute of Geography and Statistics (IBGE) – **IPCA/IBGE**; (e) Remuneration: the 1st Series CRI will be entitled to a Remuneration equivalent to 100% (one hundred percent) of the DI Rate, plus a surcharge of 2,50% (two point fifty percent) per year based on 252 (two hundred and fifty-two) Business Days ("**1st Series CRI Remuneration**"), calculated as provided for in the Securitization Term. The 2nd Series CRI will be entitled to a Remuneration equivalent to an amount up to a surcharge of 10,64% (ten point sixty four percent) ("**2nd Series CRI Remuneration**", and when referred jointly with the 1st Series CRI Remuneration "**Remuneration**"). The payment of the Remuneration will be due on each of the Payment Dates listed in the table in the Securitization Term, until the Final Maturity Date; (f) Amortization: the CRI will be amortized as stipulated in the Payment Schedule (as defined in the Securitization Term); (g) Extraordinary Amortization of the CRI: The Securitization Agent must promote the extraordinary amortization of the CRI: (g.i) upon the occurrence of the Compulsory Repayment Events (as defined in the Assignment Agreement); and (g.ii) monthly, in the amount equivalent to the Excess Resources (as defined in the Securitization Term), whenever there are Excess Resources in the Separate Assets Account (as defined in the Securitization Term). The resources received by the Issuer, in the respective month of collection of the Real Estate Credits, as a result of these events, will be used by the Issuer for the partial extraordinary amortization of the CRI, on the subsequent Remuneration Payment Date established in the Payment Schedule, proportional to the balance of the respective Unit Nominal Value on the date of the event; (h) Scheduled Renegotiation: the CRI will be object of a scheduled renegotiation, according to the terms foreseen in the Securitization Term, with the purpose of modifying the Final Maturity Date of the CRI; (i) Mandatory Early Redemption of CRI: the Securitization Agent must perform the mandatory early redemption of the totality of the CRI: (i.i) in the month in which the sum of the resources calculated in the Separate Assets Account of the Securitization Agent, including the resources of the Reserve Fund (as defined in the Securitization Term), Expenditure Fund (as defined in the Securitization Term) and the Excess Resources, are sufficient to settle the outstanding balance of the CRI and eventual open or provisioned costs in the issue, and/or (i.ii) in the events of total Compulsory Repayment Events (as defined in the Securitization Term); and/or (i.iii) if the Call Option of the Real Estate Credits (as defined in the Securitization Term) is exercised and upon receipt of the resources resulting from such purchase of the Real Estate Credits. The Mandatory Early Redemption of CRI will be effectuated by the Securitization Agent, unilaterally, with the Trustee's knowledge, and will reach all the CRI, indistinctively. The funds received by the Securitization Agent as a result of the early redemption will be transferred to the holders of CRI within 3 (three) Business Days from the date of their effective receipt by the Securitization Agent; (j) Final Maturity Date of the CRI: as defined in the Securitization Term, except for the cases of Mandatory Early Redemption of the CRI; and (k) Backing of the CRI: the CRI will be backed by real estate credits, represented by fractional and full Real Estate Credit Notes ("**CCIs**"), which will be issued by the Securitization Agent, in book-entry form, through the execution of the "*Instrumento Particular de Emissão de Cédulas de Direitos Creditórios Imobiliários Fracionárias e Integrais, Sem Garantia Real, sob a Forma Escritural e Outras Avenças*", celebrated between the Securitization Agent and Oliveira Trust Distribuidor de Títulos e Valores Mobiliários S.A., financial institution, with branch office in the city of São Paulo, State de São Paulo, at Rua Joaquim Floriano, No. 1052, 13th floor, office 132 – part, ZIP Code 04.534-004, registered

with the CNPJ under No. 36.113.876/0004-34, as the custodian and registrar institution, appointed under the terms of articles 18 § 4 and 19, II, of Law 10.93 ("Deed of Issue of CCIs" e "Custodian Institution", respectively) to represent the Real Estate Credit arising from: (k.i) residential enterprises, (k.ii) with a minimum risk rating of "E" assigned by MRV in accordance with the methodology defined in the Securitization documents, (k.iii) that are not overdue in any installment, considering as a base date to be opportunely defined upon the execution of the Assignment Agreement (as defined below) ("**Assignment Base Date**"), (k.iv) that do not have a history of delay of any payment of receivables for more than 90 (ninety) days in 2 (two) or more installments, considering the Assignment Base Date; and (k.v) that have been paid at least 2 (two) installments due by the clients described and listed in the Assignment Agreement (as defined below) ("**Clients**"), irrevocably and irreversibly, related to the acquisition price and for the acquisition of the real estate properties identified in the Assignment Agreement ("**Real Estate**"), in the form and term established in the respective instruments and monetarily restated by the accumulated variation of the index provided for in the respective debt acknowledgment instruments listed in the Assignment Agreement ("**Instruments of Acknowledgement of Debt**"), including the respective remuneration, as the case may be, in the periodicity established therein, as well as any and all other credit rights owed by the respective Clients by force of the Debt Confession Instruments including the totality of the respective accessories such as default charges, fines, penalties and guarantees provided for in the Instruments of Acknowledgement of Debt, observing that the assignment does not cover interest on construction work and eventual reimbursement of expenses due by the debtor, such as taxes and notary's fees applicable upon the transfer of the real estate properties ("**Real Estate Credits**");

(ii) **Approve** the execution of the "*Contrato de Coordenação e Distribuição Pública, com Esforços Restritos, Sob o Regime de Melhores Esforços de Colocação, de Certificados de Recebíveis Imobiliários das 1ª e 2ª Série da 96ª Emissão da True Securitizadora S.A.*" ("**Distribution Agreement**"), to be executed between the Securitization Agent and the Company;

(iii) **Approve** the execution of the "*Instrumento Particular de Cessão de Créditos Imobiliários e Outras Avenças*", to be entered into between the Company, the companies listed in **Exhibit I** of this document ("**SPEs**" together with the Company, "**Assignors**") and the Securitization Company ("**Assignment Agreement**"), through which the Assignors, as the legitimate holders of the Credit Rights, will assign in definitive form, without co-obligation, the totality of the Real Estate Credits of their respective title;

(iv) **Approve** the execution of the "*Instrumento Particular de Contrato de Prestação de Serviços de Servicing e Backup Servicing de Carteira de Recebíveis Imobiliários*", to be executed between Maximus Servicer Assessoria e Consultoria em Crédito Imobiliário Ltda., registered under the CNPJ/ME No. 27.894.972/0001-23 ("**Backup Servicer**"), the Securitization Agent and the Assignors, in the quality of servicer ("**Servicer**" and "**Servicer Agreement**", respectively);

(v) **Approve** the execution, by their legal representatives, of all documents related to the Securitization and to the assignment of the Real Estate Credits of the SPEs, as

representatives of the SPEs, pursuant to the representation clause provided for in their respective corporate documents resulting from MRV's status as a partner of the SPEs, as well as, in the capacity of direct or indirect controlling shareholder of the SPEs, approve (a) the assignment of the Real Estate Credits owned by the SPEs, duly identified in the Assignment Agreement, and (b) the execution of the Servicer Agreement; and

(vi) Approve the Company's Board of Directors and the SPEs' administrators or directors, directly or indirectly by means of attorneys-in-fact, including as representatives of the SPEs, to perform any and all acts and execute any and all documents that may be necessary or convenient for the implementation of the resolutions in items (i) to (vi) above, including signing any instruments and respective amendments necessary to implement the Securitization approved herein, including, but not limited to: (a) define and approve the content of the documents related to the Securitization; (b) perform the necessary acts to sign the Securitization Term, the Distribution Agreement, the Servicer Agreement, the Assignment Agreement and any other documents necessary to the implementation of the Securitization and any amendments; (c) perform the acts necessary to contract the institutions required to perform the Securitization, including, but not limited to, the contracting of the Lead Coordinator, as a financial institution member of the securities distribution system, the legal advisors, the bookkeeping agent, the settlement bank of the Trustee, of the custodian institution, of the independent auditor, among others, being able, for such purpose, to negotiate and sign the respective contracting instruments and eventual amendments, establish their fees, as well as ratify the acts already practiced by the Company's Board of Directors in this sense; (d) to publish and file the corporate documents before the competent commercial registry; and (e) to take the necessary steps with any agencies or autarchies, under the terms of the legislation in effect, as well as to take all other necessary steps for the Securitization to be carried out, as approved herein.

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

Belo Horizonte, September 22, 2022.

Chairman: **Rubens Menin Teixeira de Souza**, Secretary: **Maria Fernanda N. Menin T. de Souza Maia**. 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:

Maria Fernanda N. Menin Teixeira de Souza Maia
Secretary

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

Exhibit I
List of the SPEs

Corporate Name	CNPJ	Amount of Credit Rights assigned
MRV ENGENHARIA PART. S.A	08343492000120	R\$ 96.016.176,17
MRV MRL XXX INCORP.SPE	13713901000172	R\$ 1.379.195,71
MRV MDI NASBE INCORP.SPE	13844681000116	R\$ 1.838.045,57
MRV MDI RN NOVAS NAÇÕES	14429684000156	R\$ 832.173,51
MD MRV CURCURANA LTDA	20429936000140	R\$ 965.141,62
MD PE POLIDORO CONST SPE	22682444000197	R\$ 1.592.732,79
MRV MRL MAC IV INC SPE	24248378000177	R\$ 1.281.611,98
MRV MRL RJ SG5 INC SPE	25288906000184	R\$ 732.552,24
MRV PRIME LXXIV INC LTDA	26762998000155	R\$ 1.287.743,42
MRV VILA VELHA INCORPORAÇ	28548056000102	R\$ 785.563,78
PORTO DOS VINHEDOS SPE	29209524000179	R\$ 714.533,32
MRV CAMINHO DAS ORQUIDEAS	29250364000101	R\$ 1.309.999,56
MRV MD CAMINHO BARAUNAS	29250622000150	R\$ 1.360.173,12
MRV MRL LXII LTDA	29334722000164	R\$ 1.099.140,44
MRV PRIME LXXXIV LTDA	29334814000144	R\$ 714.642,11
MRV MRL LXIII INC SPE LTD	29340036000104	R\$ 928.332,85
CASASMAIS SANTA IRIA LTDA	29886501000107	R\$ 3.197.692,50
CASASMAIS REC DAS FLORES	30145014000164	R\$ 2.332.935,45
MRV MRL BAIA DA BABITONGA	30411462000162	R\$ 3.932.356,31
CASASMAIS MACAUBA INC LTD	30833017000190	R\$ 1.895.557,91
MRV MRL LXXIII INC SPE	30966373000182	R\$ 1.022.302,06
RESERVA OURO BRANCO II	31203598000140	R\$ 1.695.640,47
MRV MDI BAHIA INC LTDA	31749522000114	R\$ 4.011.790,28
RESIDENCIAL SION INC SPE	32025636000184	R\$ 1.025.231,67
SOLAR DA COLINA INCORPORA	32837120000134	R\$ 977.176,91
MRV CARIACICA RIO MARINHO	32885985000176	R\$ 1.234.599,05
MRV PRIME LX INC LTDA	33507510000109	R\$ 1.532.363,29
MRV & MRL PARANA INC LTDA	34085841000160	R\$ 2.359.951,80
MRV PRIME INC MATO GROSSO	34353654000110	R\$ 1.348.931,05
MRV MRL RJ E GRANDE RIO	34692778000120	R\$ 2.963.511,60
MRV PRIME LXIV INCORP	36115717000126	R\$ 5.086.152,41
MRV LXXXV INCORPORACOES	36178464000130	R\$ 6.789.780,03
MRV XC INCORPORACOES LTDA	37563880000114	R\$ 2.220.122,15