

MRV ENGENHARIA E PARTICIPAÇÕES S.A.

CNPJ/MF nº 08.343.492/0001-20

NIRE 31.300.023.907

Public Company

NOTICE TO THE MARKET

Considering that the operation configures transaction between related parties, and in accordance with CVM Instruction No 480, the Company discloses the following information set out in Annex 30-XXXIII of the related Instruction:

Related Parties Names	MRL Engenharia e Empreendimentos S.A. MRV ENGENHARIA E PARTICIPAÇÕES S.A.
Issuer Relationship	MRL Engenharia e Empreendimentos S.A. is a subsidiary of MRV ENGENHARIA E PARTICIPAÇÕES S.A. to the extent that the latter holds 73.58 % of its share capital.
Transaction Date	March 30, 2021
Subject of the contract	Granting of a financial guarantee, in the form of a bail, obligations contained in the 3 rd issuance of debentures of MRL.
Main terms and conditions	Debentures in the amount of R\$ 110,000,000.00 (one hundred and ten million reais) with a term of 5 years, remuneration interest of CDI + 2.35% a.a. with semiannual payment of interest and amortization of principal in the 36 th , 48 th and 60 th months.
Counterparties' participation in the transaction	Provision by the Company of personal guarantee in the form of a guarantee, jointly committing itself as a guarantor and principal payer of all amounts due by MRL Engenharia e Empreendimentos S.A. within the scope of the Letter of credit. The bond was approved by the Company's Board of Directors on March 23, 2021.
Detailed justification of why the issuer's management considered that this transaction took into account the commutative conditions or forecast compensatory payment	The transaction was carried out under market conditions in the best interest of the Company, with the Company and MRL Engenharia e Empreendimentos S.A. having convergent interests in the negotiation of the terms and conditions, considering that MRL Engenharia e Empreendimentos S.A. is a controlled company of the Company. It should be noted that the Company did not receive any consideration for the transaction. The Company did not request proposals from third parties, since the guarantee was provided due to the quality of MRL Engenharia e Empreendimentos S.A. controlling shareholder.

Belo Horizonte, March 30, 2021

Ricardo Paixão Pinto Rodrigues

Chief Financial and Investor Relations Officer

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 23rd, 2021

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. **Maria Fernanda Nazareth Menin Teixeira de Souza Maia**, and was held at 9:30 AM, on March 23, 2021, digitally, pursuant to article 23 and following paragraphs of the Company's Bylaws.

According to the meeting **Agenda**, the following items were deliberated and unanimously approved, pursuant to Article 24, items "e", "g", "h", "l", "n" e "q" of the Company's Bylaws:

(a) Deliberations related to the 19th (nineteenth) Issuance of Debentures and the 1st Issuance of Real Estate Certificates by True Securitizadora S.A.

(i) Approval of the securitization ("**Securitization**") through the issuance of real estate receivables certificates ("**CRI**") by True Securitizadora S.A., a publicly held company, with registered office at Avenida Santo Amaro, No. 48, 1st floor, part, ZIP CODE 04538-132, registered with CNPJ/ME under No. 02.773.542/0001-22, of the two hundred and tenth (210th) series of the first (1st) issuance of RB Capital Companhia de Securitização, a joint-stock company with registered office at Avenida Brigadeiro Faria Lima, No. 4440, 11^o floor, part 12, ZIP CODE 04.506-000, registered with CNPJ/ME under No. 12.130.744/0001-00 ("**Securitization Agent**" or "**Debenture Holder**", as the case may be), pursuant to the terms and conditions of the "*Termo de Securitização de Créditos Imobiliários da 379ª Série da 1ª Emissão de Certificados de Recebíveis Imobiliários da True Securitizadora S.A.*" ("**Securitization Term**"), to be entered into between the Securitization Agent and Vórtx Distribuidora de Títulos e Valores Mobiliários Ltda., company headquartered in the City of São Paulo, State of São Paulo, Avenida Brigadeiro Faria Lima, No.2277, conj.202, ZIP CODE 01452-000, registered with CNPJ/MF under No. 22.610.500/0001-88, as fiduciary agent appointed pursuant to Article 10 of Law 9,514, of November 20 of 1997 and to CVM Resolution No. 17, of February 9, 2021 ("**Fiduciary Agent**") with the following characteristics: (a) Quantity of CRI: four hundred thousand (400,000) CRI will be issued, which shall be distributed within the scope of the Restricted Offer (as defined below), under a firm placement guarantee regime, pursuant to the Securitization Term; (b) Unit Nominal Value of CRI: the CRI will have a unit nominal value of one thousand Reais (R\$1,000.00); (c) Guarantee: no specific guarantee will be provided in favor of the CRI holders; (d) Bookbuilding Procedure: a procedure for collecting investment intentions will be carried out, organized by the Lead Coordinator (as defined below), together with the Company, under the terms of the legislation in force, to verify the demand for CRI at different levels of interest rates, and for definition, with the Company, of the remuneration of CRI; (e) Early Maturity: the CRI will mature in advance in accordance with the same events that will lead to the early maturity of the Debentures as defined in the "*Instrumento Particular de Escritura da 19ª (décima nona) Emissão de Debêntures Simples, Não*

Conversíveis e Ações, da Espécie Quirografária, em Série Única, para Colocação Privada, da MRV Engenharia e Participações S.A.”, to be entered into between the Company and the Securitization Agent, as the Debenture Holder (“**Indenture**”); and (f) Primary Guarantee of CRI: real estate credits arising from the Debentures (as defined below) (“**Real Estate Credits**”);

(ii) **Approval** of the 19th (nineteenth) issuance of debentures, not convertible into shares, in a single series, secured (“**Issuance**” and “**Debentures**”, respectively), in accordance with the terms and conditions of the Indenture, with the following characteristics: (a) Bond to the issuance of the CRI: the Debentures will be bonded to the issuance of real estate receivables certificates three hundred and seventy ninth (379th) series of the first (1st) issuance of the Securitization Agent, to be distributed within the scope of the Restricted Offer, which will be held under a firm placement guarantee regime, in the terms of CVM Instruction No. 476, from January 16 of 2009, as amended (“**Restricted Offer**” and “**Instruction 476**”, respectively); (b) Issuance Number: Nineteenth (19th) private issuance of debentures by the Company; (c) Number of Series: the Issuance will be carried out in a single series; (d) Quantity of Debentures: four hundred thousand (400,000) Debentures will be issued; (e) Unit Nominal Value: the unit nominal value (“**Unit Nominal Value**”) of the Debentures will be one thousand Reais (R\$1,000.00), on the Issuance Date (defined below); (f) Total Amount of the Issuance: four hundred million Reais (R\$400,000,000.00), on the Issuance Date (as defined below); (g) Issuance Date: for all legal purposes and purposes, the date of issuance of the Debentures shall be as defined in the Indenture (“**Issuance Date**”); (h) Convertibility, Type and Form: the Debentures will be simple, non-convertible into Company’s shares, book-entry and nominative, without the issuance of warnings or certificates; (i) Term and Maturity Date: as defined in the Indenture; (j) Form of Subscription: the Debentures will be subscribed by the Securitization Agent through the signature of the Indenture and the signature of the respective Subscription Bulletin, being certain that the Debentures will be paid in by the Securitization Agent, in national currency, on the date of payment of the CRI, for the arising funds from the payment of the CRI received by the Securitization Agent by 15:00 p.m (including), considering the local time of the City of São Paulo, State of São Paulo, or on the Business Day immediately thereafter, if such financial settlement occurs after 3:00 pm (excluding), without the incidence of any charges, penalties, taxes or monetary correction, after verification of compliance with the Suspensive Conditions, as it will be defined in the Indenture (“**Payment Date**”); (k) Payment: the Debentures will be paid in full, in national currency, (i) in the first Payment Date, for its Unit Nominal Value; and (ii) if, exceptionally, the totality of the Debentures is not paid in on the first Payment Date, the payment must take place on another date, by the Unit Nominal Value or the balance of the Nominal Unit Value, as the case may be, plus the Monetary Correction (as defined below) and the Remuneration (as defined below) of the Debentures, calculated *pro rata temporis*, since the first Payment Date, until the date of their effective payment (“**Payment Price**”); (l) Species: the Debentures will be of the unsecured type, pursuant to Article No. 58 of the Corporation Law; (m) Registration for Placement and Trading: the Debentures will be privately placed exclusively to the Debenture Holder, without intermediation of any institutions, whether they are part of the securities distribution system or not, and will not have any form of sales efforts towards the general public, being expressly prohibited the trade of Debentures on the stock exchange or on an organized over-the-counter market, except for the possibility of private negotiation. In addition, the Debentures will not be registered for distribution in the primary market, for trading in the secondary market or any other form of electronic custody, whether on the stock exchange or on an organized over-the-counter market, and the transfers of the Debentures will be registered by the Issuer in a Registration Book of Nominative Debentures, provided they are carried out in accordance with the Indenture. Notwithstanding, the Debentures may not, in any form, be assigned, sold or transferred, except in the event of any liquidation of the equity separated from the CRI, under the terms provided for in the Securitization Term; (n) Correction of the Unit Nominal Value: the Debentures will have

their Unit Nominal Value or the balance of the Unit Nominal Value, as the case may be, monetarily corrected monthly from the first Payment Date until the full settlement of the Debentures, by the variation of the National Wide Consumer Price Index, published by the Brazilian Institute of Geography and Statistics ("**IPCA/IBGE**"), calculated on a *pro rata temporis* basis for Business Days, provided that the product of the monetary correction of the Debentures will be automatically incorporated into the Unit Nominal Value or the balance of the Unit Nominal Value, as the case may be ("**Updated Unit Nominal Value**" and "**Monetary Correction**", respectively), according to the formula to be defined in the Indenture; (o) Remuneration: over the Updated Unit Nominal Value of the Debentures will be applied interest corresponding to a certain percentage per year, to be defined in accordance with the Bookbuilding Procedure (as defined above) and, in any case, limited to the higher value between: (i) the IPCA + Treasury with Semiannual Interest, current name of the former National Treasury Note Series B - NTN-B, falling due on August 15, 2030, based on the indicative quotation published by ANBIMA on its website (<http://www.anbima.com.br>), to be determined on the immediate Business Day prior to the date of the Bookbuilding Procedure, exponentially increased by a spread equivalent to 1.30% (one whole and thirty hundredths percent) per year, base 252 (two hundred and fifty-two) Business Days; and (ii) 4.70% (four whole and seventy hundredths percent) per year, base 252 (two hundred and fifty-two) Business Days, calculated exponentially and cumulatively *pro rata temporis* by elapsed Business Days, since the first Date of Payment of the Debentures or the immediately preceding Birthday Date, as the case may be, up to the date of the actual payment ("**Remuneration**"). The Remuneration will be calculated according to the formula to be provided for in the Indenture; (p) Payment of Remuneration: from the first Payment Date, the amounts due as Remuneration will be paid in semiannual and successive installments, according to the amounts and dates to be indicated in Annex I of the Indenture; (q) Scheduled Renegotiation: there will be no scheduled renegotiation of the Debentures; (r) Optional Early Redemption: the Company may, at its sole discretion, from the sixtieth (60th) month, exclusive, counted from the Issuance Date, perform the optional early redemption of the Debentures ("**Optional Early Redemption**"). Upon the Optional Early Redemption, the Company will pay the amount provided for in the Indenture, as well as the Early Redemption Premium (as defined in the Indenture); (s) Optional Extraordinary Amortization: the Company may, at its sole discretion, from the sixtieth (60th) month, exclusive, counted from the Issuance Date, on the anniversary dates of the Issuance Date, carry out optional partial amortization of the Debentures ("**Optional Extraordinary Early Amortization**"). On the occasion of the Optional Extraordinary Early Amortization, the Company will pay the amount provided for in the Indenture, as well as the Early Redemption Premium (as will be defined in the Indenture). The realization of the Optional Extraordinary Early Amortization shall cover, proportionally, all Debentures, and shall comply with the amortization limit of up to fifty percent (50%) of the Updated Unit Nominal Value of the Debentures or balance of the Updated Unit Nominal Value of the Debentures, as the case may be; (t) Early Redemption Offer: the Company may, at its sole discretion and at any time from the Issuance Date, make a full early redemption offer for the Debentures of this Issuance ("**Early Redemption Offer**"). The Early Redemption Offer will be addressed to the Debenture Holder and to all CRI holders, without distinction, ensuring equal conditions to all CRI holders to accept the early redemption of the CRI they hold, in accordance with the terms and conditions provided for in the Indenture. At the time of the Early Redemption Offer, CRI holders will be entitled to the payment of the Unit Nominal Value or the balance of the Unit Nominal Value of the Debentures, as the case may be, plus: (i) Monetary Correction and Remuneration, calculated *pro rata temporis* from the first Payment Date or from the last Birthday Date, as applicable, whichever occurs last, until the date of the redemption payment that is the object of the Early Redemption Offer; (ii) Late Payment Charges, if applicable, and other charges due and unpaid until the effective redemption date; (iii) any other amounts and expenses eventually due by the Company under the terms of the Indenture and the documents related to the CRI; and (iv) redemption premium, which, if exists, cannot be negative; (u) Amortization: except for

the cases provided for in Clause V and Clause VI of the Indenture, the balance of the Debentures' Unit Nominal Value will be amortized in annual and successive installments, as of April 16, 2029, according to the schedule to be established in the Annex I of the Indenture; (v) Early Maturity: The Indenture will contain events that lead to the early maturity of the Debentures; (w) Allocation of Funds: the funds raised by the Company through the Issuance will be used, entirely and exclusively, for future costs and expenses related to the expansion, development, and/or the realization of improvements related to real estate projects to be listed in Annex II of the Indenture, to be carried out by the Company, even through companies of its economic group or in which it holds an equity interest; (x) Other characteristics: the other characteristics of the Debentures will be described in the Indenture;

(iii) Approval of the execution of the "*Contrato de Coordenação e Distribuição Pública de Certificados de Recebíveis Imobiliários da 379ª Série da 1ª Emissão da True Securitizadora S.A.*" ("**Distribution Agreement**"), to be entered by and between the leading intermediary institution of the Restricted Offer ("**Lead Coordinator**") and the Securitization Agent, with the consent and intervention of the Company;

(iv) Approval of the execution of the "*Instrumento Particular de Emissão de Cédula de Crédito Imobiliário Integral, Sem Garantia Real Imobiliária, sob a Forma Escritural*", to be entered by and between the Fiduciary Agent and the Securitization Agent, with the consent and intervention of the Company ("**CCI Indenture**");

(v) Authorization to the Company's Board of Officers, directly or indirectly through its attorneys-in-fact, to perform any and all acts and to execute any and all documents that may be necessary or convenient to carry out the deliberations of items (i) to (iv) above, including the signature of any necessary documents for the Issuance and for the implementation of the Securitization approved herein, including the amendment that will ratify the result of the *Bookbuilding Procedure*, including, but not limited to, (a) defining and approving the content of the documents related to the Issuance and the Securitization; (b) perform the necessary acts to the signature of the Indenture, the Securitization Term, the Distribution Agreement, the CCI Indenture and any other documents necessary to carry out the Issuance and the Securitization and any amendments; (c) perform the necessary acts to the hiring of the necessary institutions to carry out the Issuance, the Securitization and the Restricted Offer, including, but not limited to, the hiring of the Lead Coordinator, as a financial institution that is part of the system of distribution of securities, the hiring of the legal advisers, the bookkeeper, the settlement bank, the Fiduciary Agent, the custodian institution, the independent auditor, the rating agency, among others, being able, for this purpose, to negotiate and sign the respective hiring agreements and eventual changes, fixing their fees, as well as ratifying the acts that were already practiced by the Company's Executive Board in this regard; (d) carry out the publication and filing of the corporate documents before the Commercial Registry of the State of Minas Gerais ("**JUCEMG**"); (e) register the Indenture before the JUCEMG; and (f) practice the necessary measures with any bodies or autarchies, under the terms of the legislation in force, as well as practice all other measures necessary for the execution of the Issuance and the Securitization, as approved herein.

(b) Deliberations related to the approval of the granting of personal guarantee in favor of the holders of the simple debentures of the 3rd Debentures Issue of MRL Engenharia e Empreendimentos S.A.

(i) Approval, for being a transaction with a related party, of the granting of personal guarantee, in favor of the debentures holders, not convertible into shares, in a single series, of unsecured type, with

an additional personal guarantee, of the 3rd (third) issue of MRL Engenharia e Empreendimentos SA, registered with CNPJ / ME under number 02.578.564 / 0001-31 ("Debentures" and "MRL" or "Issuer", respectively), for public distribution with restricted efforts, in the amount total of R\$ 110,000,000.00 (one hundred and ten million reais), pursuant to Instruction of the Brazilian Securities and Exchange Commission ("CVM") No. 476, of January 16, 2009, as amended ("Issue", "Restricted Offer" and "CVM Instruction 476", respectively), with the characteristics to be approved by MRL at the Extraordinary General Meeting called for March 24, 2021 and contained in ATTACHMENT I of these minutes, authenticated by the bureau of the Board of Directors, will be filed at the headquarters of the MRL; and

(ii) Authorization to the Company's Board of Officers, directly or indirectly through its attorneys-in-fact, to perform any and all acts and to execute any and all documents that may be necessary or convenient to carry out the deliberations of the above resolution, especially to: **(i)** discuss, negotiate and define the terms and conditions of the Debentures conditions, provided that the characteristics set out in ATTACHMENT I of these minutes are observed; **(ii)** execute all documents and perform all acts performed to carry out, formalize and improve the Issuance, as well as any amendments to the documents processed; and **(iii)** take all measures and practice acts based on the implementation of resolutions or recovery. Additionally, all acts already practiced by the Company's Board of Officers are ratified under the terms of the resolutions now taken.

(c) Deliberations related to the approval of the calling of the Ordinary and Extraordinary Shareholders' Meeting of MRV S.A., including the agenda to be resolved

(i) Approval, pursuant to article 17, paragraph 1 of the Company's Bylaws, of the formation of the slate to be indicated 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' Slate will be composed of the current members of the Board of Directors listed below:

- Antônio Kandir, Betania Tanure de Barros e Sílvia Romero de Lemos Meira as independent members.; and
- Leonardo Guimarães Corrêa, Marcos Alberto Cabaleiro Fernandez, Maria Fernanda Nazareth Menin Teixeira de Souza Maia e Rubens Menin Teixeira de Souza.

(ii) Approval of the call notice for the Ordinary and Extraordinary Shareholders' Meeting to be held on April 23, 2021, with the following agenda: At the Ordinary General Shareholder's 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 Shareholder's 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 1st, 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 Executive Officer for Finance and Investor Relations, the Executive Officer for Commercial and Mortgage and the Executive Officer for Production defined in the Company's Bylaws. **4. To deliberate** on the change in the nomenclature of the Executive Officer for Construction Financing, Institutional Relations and Sustainability to the Executive Officer for Institutional Relations and Sustainability, 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 Meeting pursuant to art. 130, §2, of Law 6,404 /76, omitting the names of the shareholders.

(iii) Authorization to the Company's Board of Officers to take any measures necessary to implement the resolutions of items (i) and (ii) above, including signing any related documents.

There being no further business to discuss, the present term was drawn up, read and found to be in conformity, and signed by those present.

Belo Horizonte, March 23, 2021.

President: **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; Marcos Alberto Cabaleiro Fernandez; Maria Fernanda N. Menin T. de Souza Maia; Sinai Waisberg; Betania Tanure de Barros; Antonio Kandir; Sílvia Romero de Lemos Meira; 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.

Matches with the original:

Maria Fernanda N. Menin Teixeira de Souza Maia

Secretary