

# CYRELA BRAZIL REALTY S/A EMPREENDIMENTOS E PARTICIPAÇÕES

## Publicly-Held Company

Corporate Taxpayers ID (CNPJ/MF) 73.178.600/0001-18

Company Registry (NIRE) 35.300.137.728

### MINUTES OF THE EXTRAORDINARY SHAREHOLDERS' MEETING

**DATE, TIME AND VENUE:** On August 11, 2011, at 9:00 a.m., in São Paulo City, São Paulo State, at Avenida Juscelino Kubitschek, 1455, 3<sup>rd</sup> floor, Vila Olímpia, Postal Code: 04543-011.

**PREVIOUS PUBLICATIONS:** Call Notice published, pursuant to paragraph 1 of Article 124 of Law 6,404 of December 15, 1976 ("Brazilian Corporate Law"), in *Diário Oficial do Estado de São Paulo* (the Official Gazette of the State of São Paulo) and "O Estado de S. Paulo", on July 26, 27 and 28, 2011. The documents required by CVM Instruction No. 481/2009 have also been electronically released to the market.

**ATTENDANCE:** Shareholders representing 1/4 of the Company's capital stock, in conformance with the signatures in the Shareholders' Book of Attendance.

**PRESIDING BOARD:** President: Claudio Carvalho de Lima; Secretary: Luis Largman.

**TO RESOLVE ON:** (i) the approval of the Stock Options Plan; and (ii) the amendment to the Stock Options Plan – "Plano Executivo", approved at the Extraordinary Shareholders' Meeting of October 08, 2007, and amended by the Extraordinary Shareholders' Meeting of October 05, 2010 ("2007 Stock Options Plan").

**PUBLICATION:** The shareholders in attendance approved drafting the minutes of this Extraordinary Shareholders' Meeting as a summary of the facts, under the terms of Paragraph 1 of Article 130 of the Brazilian Corporate Law, as long as shareholders have the rights described under letters "a" and "b" of the aforementioned provision. The proposal to publish these minutes without shareholders' signatures was approved unanimously when submitted to the approval of those in attendance.

**RESOLUTIONS:** After due consideration of and discussion about the agenda items, the shareholders decided as follows: (i) to approve by majority vote the Stock Options Plan, under the terms of Management's draft, included in Annex I; and (ii) to approve by majority vote the amendment of the 2007 Stock Options Plan so that it clearly states that the expiry of the 2007 Stock Options Plan will not affect the validity of the options in effect granted by it. Consequently, the 2007 Stock Options Plan now reads as stated in Annex II. The Executive Board is allowed to amend the options contracts entered into with the participants elected under the terms of the 2007 Stock Options Plan so that said contracts reflect the newly approved terms and conditions, as well as perform any and all the acts and sign any and all documents required to execute the newly approved decisions.

**CLOSURE:** All documents mentioned herein, duly initialed by the members of the Presiding Board and subsequently attached to these Minutes, shall be filed at the Company's headquarters. There being no further business to be addressed, the meeting was adjourned. These minutes were then drafted, read out, approved and signed by all attendees. Attendees: Presiding board (aa) Claudio Carvalho de Lima – President; Luis Largman – Secretary. Shareholders: RSZTAJN. São Paulo, August 11, 2011.

This is a true and correct copy of the original drafted in the proper book.

---

**Claudio Carvalho de Lima**  
President

---

**Luis Largman**  
Secretary

**CYRELA BRAZIL REALTY S.A. EMPREENDIMENTOS E PARTICIPAÇÕES**  
**Corporate Taxpayers ID (CNPJ/MF) 73.178.600/0001-18**

**SHARE-BASED COMPENSATION PLAN**

Annex 13 to CVM Instruction 481, of December 17, 2009

**1. Provide a copy of the proposed plan**

A copy of the proposed Company Stock Option Purchase Plan submitted for Approval to the Extraordinary Shareholders' Meeting to be held on August 11, 2011 ("Plan") follows as an attachment.

**2. Inform the main characteristics of the proposed plan, identifying:**

*a. Potential beneficiaries*

Managers, employees holding management positions and service providers may all be eligible as beneficiaries for the granting of stock call options, and are included in the proposal subject to the approval of the Company's Board of Directors ("Beneficiaries")

*b. Maximum number of options to be granted*

The maximum number of shares subject to the Plan may not exceed 3% (three percent) of the shares of the capital stock of the Company during the period in which the Plan is in effect.

*c. Maximum number of shares covered by the plan*

See item 2.b. above.

*d. Acquisition conditions*

The Board of Directors, annually or at intervals that it deems to be convenient, shall set the exercise price for each option and the conditions for payment, establishing dates and conditions of the exercise of each option and imposing any other conditions related to the options.

To qualify for a grant of Options under the terms of the Plan, each Beneficiary shall use part or all of his/her bonus for the acquisition of shares ("Own Shares"), through trades to be carried out on the stock exchange through a financial institution to be indicated by the Company.

For each Own Share acquired under the terms above, the Company shall grant 1 (one) or 2 (two) Options, pursuant to criteria to be defined by the Board of Directors.

In the case that the Beneficiary is favored with:

(i) 1 (one) stock call option for each Own Share acquired, 50% (fifty percent) of his Own Shares are subject to a period in which they are unavailable for trading by the Beneficiary for 2 (two) years and 6 (six) months, counting from the time the Option Contract is signed and the remaining 50% (fifty percent) of Own Shares is subject to the vesting period during which they are unavailable for trading by the Beneficiary for 3 (three) years counting from the date of signing of the respective Option Contract; and

(ii) 2 (two) stock call options for each Own Share acquired, 100% of Own Shares are subject to a vesting period during which they shall remain unavailable for trading by the Beneficiary for 3 (three) years, counting from the date of signing of the respective Option Contract.

The granting of stock call options under the terms of the Plan is carried out through the celebration of call option contracts between the Company and the Beneficiaries ("Option Contract"), in which it should be specified, without prejudice to other conditions determined by the Board of Directors, or by the Committee, whichever the case: (a) the number of shares subject to the grant; (b) terms and conditions for the acquisition of the right to exercise the options; (c) the final date for the exercise of the stock call options; and (d) the exercise price and conditions of payment.

The Board of Directors or the Committee, whichever the case, may subject the exercise of the stock call option to specific conditions, as well as impose restrictions on the transfer of shares issued by the Company acquired through the exercise of stock call options, and may also reserve for the Company repurchase options and/or rights of refusal in the case of transfer by the Beneficiary of these same shares issued by the Company.

The Option Contracts shall be prepared individually for each Beneficiary, and the Board of Directors or the Committee, whichever the case, may establish different terms and conditions for each Option Contract, without being required to apply any rule of equality or analogy among the Beneficiaries, even if they are subject to similar or identical situations. The Board of Directors may, at its sole discretion, whenever it deems that the corporate interests would be better served by such measure, exempt the Beneficiary of the acquisition of Own Shares as the condition for awarding options or establishing different conditions from those contained in the Plan.

The Beneficiary desiring to exercise an option shall communicate to the Company in writing the intention to do so, and indicate the quantity of options desired to exercise, pursuant to the terms of the advisory model to be disclosed by the Board of Directors or by the Committee, whichever the case.

*e. Detailed criteria for setting the exercise price*

Except when indicated to the contrary by the Board of Directors, besides the amount invested by the Beneficiary to acquire Own Shares, no additional cash amount shall be required from the Beneficiary for the exercise of stock options, with the reference price based upon the obligation of the Beneficiary to acquire and maintain his Own Shares in his portfolio for the period in which the Own Shares are unavailable for trade by the Beneficiary.

*f. Detailed criteria for setting the exercise term*

Without detriment to the other terms and conditions established in the respective Option Contracts, the options are exercisable as long as the respective Beneficiaries remain permanently in place as manager, employee or service provider to the Company or any other company under its control, from the date of the award through the fifth anniversary of the date of the grant.

The portion of the options that are not exercised under the established terms and conditions shall be considered automatically extinct, without rights to indemnification, observing the maximum period of validity of the options, which shall be 8 (eight) years from the date of the respective grant.

Exceptionally, the period established under item 8.1 above may, at the discretion of the Board of Directors or the Committee, whichever the case, be reduced to 2 (two) years, as long as the number of Options subject to such a period of less than 5 (five) years does not exceed 5% (five percent) of the total of the Options covered by the Plan, according to item 6.1, of the Plan.

The Plan will become effective as of the date of its approval by a Company's General Shareholders Meeting, remaining in force for a period of 5 (five) years, and may be terminated, at any time, by a decision of the General Shareholders' Meeting. The termination of the Plan shall not affect the efficacy of the Options still in force under grants made according to the Plan.

*g. Options settlement method*

The options shall be settled through the delivery of the shares issued by the Company. In order to comply with the requirement for exercising the options for the purchase of shares

under the terms of the Plan, the Company, at the criteria of the Board of Directors, may issue new shares within the limits for its authorized capital or transfer shares held in treasury.

*h. Criteria and events that, when occurred, shall lead to suspension, alteration or extinction of the plan*

*Suspension:* The Board of Directors or the Committee, as is the case, shall determine the suspension of the right to the exercising of the options, whenever, under the terms of law or the regulations in effect, it is verified that there are restrictions or limits to the trading of shares by the beneficiaries.

*Alteration:* The Board of Directors, in the interests of the Company and its shareholders, may review the conditions of the Plan, as long as there are no changes to its basic principles. Any significant legal alteration regarding the regulation of stock companies, publicly-held companies and/or tax impacts on share option plans, may lead to the entire revision of the Plan.

*Extinction:* The Plan may be extinguished at any moment by a Company's General Shareholders' Meeting.

### **3. Justification of the proposed plan, explaining:**

*a. The plan's main objectives*

The Plan's objective is to allow managers and employees of the Company and its subsidiaries, subject to certain conditions, to receive stock call options, for the purpose of: (a) stimulating the expansion, the success and the achievement of the Company's corporate objectives; (b) aligning the interests of the Company's with those of the Beneficiaries; and (c) allow for the Company or its subsidiaries to attract and retain the Beneficiaries).

*b. How the plan contributes to these objectives*

The Plan grants stock call options to the Beneficiaries in order to encourage better managerial performance and the achievement of long-term results, consequently increasing the value of the Company and the shares it issues.

*c. How the plan adheres to the Company's compensation policy*

The Plan is part of the strategy for retaining managers, employees in positions of command and service suppliers, through the commitment on their part to generate value for the Company and its shareholders.

d. *How the plan aligns the interests of the beneficiaries and the Company in the short, medium and long-terms*

The Plan seeks to strengthen the retention of the managers, employees in positions of command and service suppliers, seeking their commitment to the generation of value and sustainable results for the Company in the short, medium and long term.

**4. Estimate the expenses of the Company stemming from the plan, pursuant to the accounting rules pertaining to this matter**

The Company estimates the expenses stemming from the Plan will represent, together, over a period of 5 (five) years, approximately R\$ 12,000,000.00 (twelve million *Reais*).

It is worth noting that the above amount represents merely an estimate that is based on the assumptions described, and could present significant variations in share price on the date of the grant as well as other variables foreseen in the Plan.

**CYRELA BRAZIL REALTY S.A. EMPREENDIMENTOS E PARTICIPAÇÕES**  
**Corporate Taxpayers ID (CNPJ/MF) 73.178.600/0001-18**

**SHARE-BASED COMPENSATION PLAN**

Annex 13 to CVM Instruction 481, of December 17, 2009

**1. Supply a copy of the proposed plan**

A copy of the proposal for the alteration in the Company's Share Purchase Option Plan as approved by the Extraordinary Shareholders Meeting held October 8, 2007 is attached, as changed by the Extraordinary Shareholders Meeting held October 5, 2010 ("Plan"). The proposed changes aim to clarify that the termination of the Plan would not affect the effectiveness of the existing options granted based on the Plan.

**2. Inform the main characteristics of the proposed plan, identifying:**

*a. Potential beneficiaries*

Beneficiaries for receiving awards of stock call options shall be service suppliers and certain key executives (Beneficiaries") as determined by the Committee.

*b. Maximum number of options to be granted*

The committee shall define the maximum number of shares that may be part of the Plan.

*c. Maximum number of shares included in the plan*

See item 2.b. above.

*d. Acquisition conditions*

The Beneficiary must inform the Company in writing regarding the exercise of the right of purchase.

*e. Detail the criteria for setting the exercise price*

The exercise price of the stock call option shall be R\$ 0.01 per share issued by the Company, respecting the restrictions established in the Plan.

*f. Criteria for setting the exercise period*

The exercise period shall be calculated after five years have passed, as of the date of the award and the Beneficiary's signing up for the Plan. The Beneficiary may exercise the call option that was awarded, totally or partially, for three years or until the expiration of the award period, mentioned above, whichever comes first.

The Plan will have a maximum period of existence of eight years as of the date the Plan is approved. The end of the period of existence of the Plan shall not affect the effectiveness of the options still in effect that have been granted based on it.

*g. Options settlement method*

The options shall be settled through the delivery of the shares issued by the Company. In order to comply with the requirement for exercising the options for the purchase of shares under the terms of the Plan, the Company, at the criteria of the Board of Directors, may issue new shares within the limits for its authorized capital or transfer shares held in treasury..

*h. Criteria and events that, when occurred, shall cause the suspension, alteration or extinction of the plan*

*Suspension:* The Committee shall have the power to interrupt the Plan at any moment, except pursuant to item 2.f.

*Alteration:* The Committee, in the interest of the Company and its shareholders, shall monitor the functioning of the Plan, the practices of the market and the legislation and proposed the necessary adjustments.

*Extinction:* The stockcall option shall be extinguished in all its rights without onus for any of the parties under the following hypotheses: (i) upon its full exercise under the terms of the Plan; (ii) on expiration of the period of existence; (iii) in the hypothesis that the Beneficiary, for whatever motive, during the vesting period fails to exercise to the criteria of the Committee the strategic position that he/she occupied in the Company upon the date the option was granted; and (iv) under the hypothesis of the dissolution and liquidation of the Company.

**3. Justification of the proposed plan, explaining:**

*a. The plan's main objectives*

The Plan's objective is to allow managers and employees of the Company and its subsidiaries, subject to certain conditions, to receive stock call options, for the purpose of: (a) stimulating the expansion, the success and the achievement of the Company's corporate objectives; (b) aligning the interests of the Company with those of the Beneficiaries; and (c) allow for the Company or its subsidiaries to attract and retain managers and employees.

*b. How the plan contributes to these objectives*

The Plan awards options to the Company's key executives and service suppliers to encourage better managerial performance and the achievement of long-term results, consequently increasing the value of the Company and the shares it issues

*c. How the plan adheres with the company's compensation policy*

The Plan is part of the Company's strategy for retaining key executives and its service suppliers, obtaining their commitment to generate value for the Company and its shareholders

*d. How the plan aligns the interests of the beneficiaries and the company in the short, medium and long term*

The Plan seeks to strengthen the retention of the key-executives and service suppliers and their commitment to the generation of value and sustainable results for the Company in the short, medium and long term

**4. Estimate the expenses of the company stemming from the plan, pursuant to the accounting rules pertaining to this matter**

The Company estimates the expenses stemming from the Plan will represent, together, over a period of 5 (five) years, approximately R\$ 12,000,000.00 (twelve million *Reais*).

It is worth noting that the above amount represents merely an estimate as based on the assumptions described and could present significant variations in share price on the date of the grant as well as other variables foreseen in the Plan