LONG-TERM INCENTIVE PLAN BASED ON SHARES APPROVED BY THE EXTRAORDINARY GENERAL SHAREHOLDERS' MEETING OF BRASILAGRO – COMPANHIA BRASILEIRA DE PROPRIEDADES AGRÍCOLAS HELD ON OCTOBER 2, 2017.

This Long-Term Share-based Incentive Plan ("Plan") is governed by the provisions hereinbelow and by applicable law.

1. Definitions

For the purposes of this Plan, the following terms, used throughout this instrument, shall be construed as having the following definitions, provided that the terms defined in the singular form shall have the same meaning if used in the plural and vice versa:

"Shares" means the common, registered shares with no par value issued by the Company that will be transferred by the Company to the Participants hereof, pursuant to the terms and conditions set forth herein and in the Long-Term Share-based Incentive Programs approved under the Plan.

"Affiliates" means the subsidiaries and/or affiliates of the Company.

"Compensation Committee" means the Company's Compensation Committee.

"Company" means *Brasilagro - Companhia Brasileira de Propriedades Agrícolas*, a publicly-held company, headquartered at Avenida Brigadeiro Faria Lima No. 1,309, 5th floor, neighborhood of Jardim Paulistano, Zip code 01452-002, in the city of São Paulo, State of São Paulo, enrolled at the Corporate Taxpayer's Register under CNPJ/MF No. 07.628.528/0001-59 and NIRE under No. 35300326237.

"Control" means the power that any person, whether natural individual or legal entity, or the group of persons bound by a voting agreement, or under common control, who: (i) holds partnership rights that assures, on a permanent basis, the majority of votes in the resolution taken by General Meeting and the power to elect the majority of the Company's officers; and (ii) actually uses its power in order to lead the corporate activities and to guide the proper functioning of the Company´s bodies.

"Board of Directors" means the Company's board of directors.

"LTIP Agreement" means the Private Instrument of Long-Term Incentive Plan Agreement based on Shares to be timely executed between the Company and each of the Participants of the LTIP Programs.

"Delivery Date" or **"Payment Date"** means the date when the Shares shall be delivered to Participants within thirty (30) days counted as of the end of the Vesting Period of the LTIP Agreement entered into under this Plan and respective LTIP Programs and provided that all the conditions applicable to the receipt of the Shares have been properly fulfilled, upon transfer of Shares held in treasury to the Participant.

“**<u>Termination</u>**” means the termination of the existing employment legal relationship existent between the Participant and the Company or Affiliate, as the case may be, by virtue of resignation, removal/withdrawal/dismissal, substitution or termination of the term of office without re-election, intended request for dismissal or dismissal without proper grounds, retirement, permanent disability or demise. For the sake of clarity, it is hereby established that any resign, by virtue of the Participant’s very own initiative, from a given position held by him at the Company or Affiliate, following the election and investiture or hiring of such Participant for another position involving the coordination, management and/or direction of the Company or Affiliate shall not be construed as a termination for purposes of this Plan. Furthermore, it is also clarified that the concept of Termination does not comprise dismissal/discharge with proper grounds (good cause).

“**<u>Compensation in Shares</u>**” means the number of Shares to be received by the Participant on the Delivery Date, i.e. after the corresponding Vesting Period, based on the average rate of the price on the last thirty (30) trading days during which the Shares were traded in *B3 S.A. - Brasil, Bolsa, Balcão* (Stock Exchange, Over-the-Counter Market), retroactively as of the date of the approval of the LTIP Program, decreased by the amounts paid as dividends by the Company during the Vesting Period, to the amount in national current currency, net of taxes, equivalent to the amount of seventy-five percent (75%) up to one hundred and fifty percent (150%) (“<u>Multiple</u>") of the <u>Base Compensation</u>, provided that the Multiple to be applied to the Compensation in Shares for the purposes of calculating the Compensation in Shares shall be defined according to the result obtained by the Company during the Vesting Period in the KPIs defined by the Board upon the approval of the LTIP Program.

“**<u>Base Compensation</u>**” means the amount in national currency equivalent to up to twenty-five percent (25%) of the Participant's maximum total remuneration for the last three (3) years as of the Delivery Date. For the purpose of calculating the maximum total compensation, the fixed compensation (wage/salary), the variable compensation (bonus/PSR) and the compensation related to this Plan shall be taken into account.

“**<u>KPI</u>**” or “**<u>Key Performance Indicator</u>**” means the Key Performance Indicators, that is, the metrics used for Company valuation purposes, which shall include, as appropriately and timely established at the time of the actual approval of the LTIP Program, whose targets are inherent to the Company’s business, such as financial targets (absolute) and/or market targets (relative), such as the following financial or market targets: Relative Total Shareholder Return (TSR), Earnings per Share (EPS), Return on Investment (ROIC), Sales/Revenues, Free Cash Flow (FCF), Return on Equity, Return on Capital Employed (ROCE), Share Price Hurdles, TSR Hurdles, Share Price vs. Compare Group, among others. The Board of Directors shall establish the KPIs upon approval of the LTIP Program, in its sole and exclusive discretion.

“**<u>Participant(s)</u>**” mean(s), among the Eligible Persons, those appointed by the Compensation Committee and approved by the Board of Directors, to make part of and became a member of the LTIP Program approved under this Plan.

“**Eligible Persons**” means the officers, main executives of the Company and employees who are, for any reason, at the discretion of the Board of Directors, eligible to participate in the Plan due to their relevance to the Company, key employees.

“**Vesting Period**” means the period of three (3) years counted as of the date of approval by the Board of Directors of the LTIP Program, except in relation to the first LTIP Program to be approved by the Board of Directors under this Plan, for which said period shall be of two (2) years.

“**Plan**” means this Long-Term Incentive Plan approved by the Company’s Extraordinary General Meeting held on October 2, 2017.

“**PSR**” means the Profit Sharing Program of the Company and its Affiliates.

“**LTIP Program(s)**” mean(s) the Long-Term Incentive Program(s) to be established, approved and/or canceled by the Board of Directors within the scope of this Plan. The Board of Directors shall not be permitted to approve a new LTIP Program for as long as there is a LTIP Program in place.

“**Reorganization of the Company**” means the incorporation, merger, spin-off or corporate reorganization of the Company, where the remaining company is not the Company, or the substantial sale of all the Company’s assets, or transfer of Company’s Control;

2. Purposes of the Plan

2.1. Objectives of the Plan. The purpose of the Plan is to enable the Participants to receive Shares, aiming at: (i) stimulating the expansion, success and achievement of the Company’s purposes; (ii) encouraging Participants to substantially contribute to the success of the Company; (iii) aligning the interests of the Company's shareholders to those of the Participants; (iv) providing the Company, with respect to variable remuneration, a competitive differential in relation to the market as a whole; and (v) encouraging the permanence and retention of key executives and key employees in the Company for a long period.

2.1.1. The Plan is structured in such a manner so as to encourage Participants to contribute to the success of the Company, since such Participants will become shareholders and will therefore be directly benefited by valuations in the price of the Shares. Therefore, the alignment of interests of the Company's shareholders with those of the Participants is a way to achieve the main purposes of the Plan, namely, growth, success, accomplishment and achievement of the Company’s corporate purposes.

2.1.2. The Plan is part of the Company's compensation policy, which aims, in addition to the accurate compensation as a reflective of the performance, to leverage results for the Company and the reward to its executives and key employees. In this scenario, the Plan and its respective delivery of bonus to Shares is part of the Company's long-term variable compensation policy.

2.1.3. In establishing the Plan, the Company seeks to strengthen the Participants' commitment to meet the annual goals and results to be achieved, resulting in a short-term alignment of interests. Indeed, in view of the convergence of interests comprised within the Plan, there is a motivation for the Participants to achieve the expected results also at a medium-term scenario, since this type of compensation, in which the Participants receive a compensation in the form of Shares, causes such Participants to aim at improving the results and valuation of the Company's assets, with the consequent appreciation of the price of the Shares, thus maximizing its own gains. As a final point, there is a long-term alignment of interests, since the Vesting Period and the potential for valuation of the Shares under the LTIP Agreement also encourage Participants to produce better long-term results, as well as to remain in the Company; to put it briefly, in order words this means that the Plan also helps retaining key executives and key employees for a longer period, which is crucial for the Company's long-term management and strategies.

2.1.4. Subject to the aforementioned assumptions and the limits imposed by the legal and regulatory rules applicable at the time, this Plan establishes the general conditions and rules that will govern the LTIP Programs, provided that the details and other rules, terms and conditions applicable to said LTIP Programs shall be timely established at the sole and exclusive discretion of the Board of Directors.

3. Participants

3.1. Participants. As already established in Chapter 1 hereinabove, the Eligible Persons nominated by the Compensation Committee and approved by the Company's Board of Directors to participate and be beneficiaries of the LTIP Programs shall be participants in the LTIP Programs approved under the Plan.

3.2. Permanence in Employment Relationship or Corporate Position/Title. No provision hereof shall confer rights to the Participants with respect to guarantee of employment relationship or permanence and/or re-election in any positions of the Company and/or its Affiliates, nor shall it interfere in any way with the right of the Company and its Affiliates, as applicable to the case, terminate/dismiss, at any time, the relationship with any of the Participants.

3.3. Inclusion of the Participant into the LTIP Program. After definition by the Board of Directors of the Participants to the LTIP Program, each of the respective Participants shall enter into the his/her relevant LTIP Agreement with the Company.

4. Management of the Plan

4.1. Management of the Plan. This Plan shall be run by the Company's Board of Directors. The resolutions of the Board of Directors shall be binding on the Company in relation to all matters related to the Plan.

4.2. Powers ascribed to the Board of Directors. In the exercise of its competence, the Board of Directors shall be subject to the limits established by law, the Company's Bylaws, the applicable regulations, the Plan and the guidelines established by the Company's shareholders at the General Meeting. The Board of Directors shall have broad powers to implement the Plan and to take all necessary and appropriate measures for the management thereof. Silent cases shall be settled by the Board of Directors, and the General Meeting shall be consulted if required by law or by the Company's Bylaws, or whenever the Board of Directors deems it necessary, at its sole discretion.

4.2.1. Subject to the general conditions of the Plan, the Board of Directors, to the extent permitted by law and the Company's Bylaws, shall have sufficient powers to take all necessary and adequate measures for the proper management of the LTIP Plan and Programs, including:

(i) to create and apply general rules regarding the delivery of Compensation in Shares under this Plan, as well as to settle any doubts arising from the interpretation of the Plan;

(ii) to authorize the disposal of shares in treasury in order to satisfy the granting of the Shares, under the terms set forth in the Plan and ICVM No. 567;

(iii) to authorize the execution of the LTIP Contracts between the Company and the Participants, establishing all the rules, terms and conditions of said LTIP Agreement, as well as to modify such rules, terms and conditions as necessary to conform them to the terms of applicable law or regulation;

(iv) to authorize the use of Shares that are hold in Treasury in order to meet and honor the Company's obligation to deliver of the Compensation in Shares to the Participants of the LTIP Programs;

(v) to establish the rules complementary to this Plan and, if necessary, revise the conditions hereof;

(vi) to define goals/targets related to the performance of the Eligible Persons and/or of the Company, in order to establish objective criteria for the delivery of the Compensation in Shares, the Board of Directors may, at its discretion, amend or modify such goals/targets to avoid any distortions resulting from events and/or scenarios not expected by the Company; and

(vii) to create LTIP Programs and define the number of Shares that shall be the object of each LTIP Program.

4.2.2. Modifications to the Plan. The Board of Directors, in the interest of the Company and its shareholders, shall be permitted to revise and modify the conditions of the Plan, provided that it does not (i) alter the total limit of the Shares that may be included in the Plan, pursuant to item 5.1. below; and (ii) the general guidelines established by the General Meeting in relation to the Base Bonus and the Compensation in Shares.

5. Shares included in the Plan

5.1. Number of Shares Included in the Plan. The LTIP Agreements entered into under this Plan may confer rights on a number of Shares that do not exceed, at any time, the maximum and cumulative number of two percent (2%) of the shares issued by the Company at any time, except for the LTIP Agreements that have been terminated without the Participants having actually received Shares. In order to comply with the provisions of this Plan, specifically the delivery of the Compensation in Shares to the Participants of the LTIP Programs, the Company may use shares held in treasury or, alternatively, as previously authorized by the Board of Directors, to meet such obligation by means of the delivery to the Participant of the value in national currency equivalent to Compensation in Shares.

5.1.1. This Plan shall comprise one or more LTIP Programs to be approved by the Board of Directors, at its sole discretion, provided that they do not involve the use of Shares that exceed the maximum limit established in the previous item hereof.

6. Delivery of the Compensation in Shares

6.1. LTIP Agreements. The delivery of the Compensation in Shares to the Participants shall be performed and carried out upon the execution of a LTIP Agreement between each Participant and the Company.

6.1.1. In addition to the overall conditions set forth in this Plan, the specifications granted to each Participant shall be established in detail by means of the execution of the LTIP Agreements to be entered into between the Company and each of the Participants. Without prejudice to other conditions to be timely established by the Board of Directors for each specific case, such LTIP Agreements shall address at least the following matter: (i) clear and objective criteria for defining the value of the Shares and the number of Shares that the Participant at issue is entitled to receive; (ii) the Vesting Period; (iii) the conditions to be observed at the end of the Vesting Period and on the Delivery Date in order to receive the Compensation in Shares; and (iv) the form and term of delivery of the Compensation in Shares; as well as the treatment each Participant shall have in the different termination events.

6.2. Special Treatment. The LTIP Agreements shall be entered into on an individual basis with each Participant, and the Company shall be entitled to treat in a different manner the Participants who fall into an equivalent or similar situation, and shall therefore not be bound, by any rule of isonomy or analogy, to extend to any other Participants any condition, benefit or provision that it considers applicable only to certain Participants and/or groups of Participants subject to particular circumstances. Such situation or the granting of a benefit on an exception basis or extraordinary nature shall not entail a precedent to be invoked by other Participants and shall also be subject to the approval of the Board of Directors.

6.3. Inclusion of Participants. The Compensation Committee shall be allowed to suggest and the Board of Directors, by its turn, to approve the inclusion of new Participants in a LTIP Program already approved and still in force, granting them the conditions they deem appropriate at the time, including with respect to the definition of the Base Compensation that will be used for purposes of the calculation of the Compensation in Shares, provided that the general rules, terms and conditions established in the present Plan are duly observed.

6.4. Conditions and Delivery of Shares. The Board of Directors may, upon the approval of the LTIP Program and at its sole discretion, establish conditions additional to those provided for in this Plan on the topic of the delivery of the Compensation in Shares, as well as impose restrictions on the transfer of the Shares received by the Participants, it being understood that the Board of Directors may also reserve to the Company options for repurchase and/or preemptive rights in the event of the disposal by the Participant of the received Shares. No Share shall be delivered to the Participant unless all legal and regulatory requirements arising out of the LTIP Agreement have been fully complied with.

6.5. Termination of LTIP Agreements. The LTIP Agreements shall terminate automatically, with all its effects ceasing automatically, in the following events:

(a) upon the full receipt, by the Participant, of the Compensation in Shares;

(b) by fully complying, one Party towards one another, with all of the obligations undertaken by means of the LTIP Agreement;

(c) in the event of change of control of the Company, pursuant to item 7.5 of this Plan;

(d) in the event of voluntary letter of resignation (dismissal/withdrawal) delivered the Participant, pursuant to item 7.2.1 of this Plan; or

(e) in the case of dismissal with or without good cause (proper grounds) of the Participant, under the terms set forth in item 7.2.2. and 7.2.3 of this Plan.

7. Mechanism of the Plan

7.1. Delivery of the Compensation in Shares. Under each LTIP Program, the Company shall enter into the LTIP Agreements with the Participants on an individual basis, by means of which it will confer the Compensation in Shares.

7.2 Events of Dismissal of a Participant and consequent effects.

7.2.1. In the event of a request for voluntary dismissal, at the initiative of the very Participant himself, for any reason whatsoever, prior to the termination of the Vesting Period, the Participant shall automatically lose, regardless of prior notice or indemnity, the right to receive the Compensation in Shares.

7.2.2. In the event of dismissal without just cause (proper grounds), the Participant, always subject to the prior exclusive approval of the Company's Board of Directors for such a purpose, shall or shall not be entitled to the proportional equivalent to the period he/she has worked for (*pro rata*), provided, however, that, in any case, the relevant payment thereof, if so approved by the Board of Directors as due, will always be proportional and shall only occur at the end of the Vesting Period.

7.2.2.1. Particularly with respect to item 7.2.2. above, it is hereby clarified that, for purposes of the definition as to whether or not the Participant shall be entitled to receive the amount equivalent to that proportional to the period worked in the event of dismissal without just cause (proper grounds), the Board of Directors shall take into account the specific conditions that have given rise to such dismissal, analyzed on a case-by-case basis.

7.2.3. In the event that the withdrawal/removal/dismissal of the Participant takes place at the initiative of the Company and is based on just cause, the Participant will, by operation of law, regardless of prior notice or indemnification, lose the right to receive the Compensation in Shares.

7.2.4. In case of demise or permanent disability of the Participant: the value in national currency equivalent to Compensation in Shares will be paid in full directly to the Participant (in case of permanent disability) or to his heirs and/or beneficiaries (in case of death), within a period of eighteen (18) months counted as of the date of proper official confirmation, pursuant to the applicable legislation and the competent body, of the permanent disability or death, as the case may be.

7.2.5. Any exceptions as to the treatment to be given in the event of dismissal will be subject to analysis and deliberation by the Board of Directors.

7.3. Date and Form of Delivery. The delivery of the Compensation in Shares shall take place within thirty (30) days counted as of the end of the Vesting Period, upon transfer to the Participant of Shares held in treasury, without prejudice to the provisions of item 5.1. of this Plan.

7.4. Periodic Information and Information on the Management. Each year, or according to the frequency to be established by the Board of Directors of the Company, each Participant eligible to receive Shares will be sent a report on the situation, on that date, of his/her performance. The Participant shall have a term of five (5) consecutive days, counted as of the date of receipt of the information at issue, to express his/her, it being agreed by the Parties that the silence shall entail consent to the content of the report.

7.5. Reorganization of the Company and Change in Control. If control of the Company is changed during the Vesting Period of a particular LTIP Program, the value, in national currency, equivalent to Compensation in Shares shall be released to the Participants within thirty (30) days of the date of the corporate transaction at issue and the LTIP Program will be then terminated. Should that be case, the calculation of the results to measure the value of the Compensation in Shares will be determined by the sale value of the Company and the decision of whether or not to implement a new long-term incentive plan with shares will be at the discretion of the new controller.

8. Taxes

8.1. Withholding of Taxes. The Company is authorized to withhold any taxes that may be levied on the amount of the Compensation of Shares due under the Plan, including Income Tax Withheld at Source and Social Security Contribution on Gross Revenue, as established.

9. Date of Effectiveness and Termination of Plan

9.1. Term of Effectiveness. The Plan shall enter into force on the date of its approval by the Company's General Meeting and shall remain in force for an indefinite period, it being understood that it may be suspended, modified or terminated at any time, (a) by decision of the General Meeting or Board of Directors, observed the provisions of item 4.2.2; (b) by reason of the cancellation of registration of the Company as a publicly-held company; (c) the stop of trading of the Company's Shares in the over-the-counter market, organized market or stock exchange market; (d) due to corporate reorganizations; or (e) by virtue of the dissolution or liquidation of the Company, whichever takes place first.

9.2. Termination by Resolution. The termination of the Plan by resolution of the General Meeting of the Company or by the members of the Board of Directors shall not affect the LTIP Agreements that have already been executed.

9.3. Termination by reason of Cancellation of Registration, Cessation of Trading, Dissolution or Liquidation. It is hereby established that in the event of cancellation of the registration as a publicly-held company, cessation of trading of Shares issued by the Company in the OTC market, organized market or stock exchange, corporate reorganizations - such as transformation, merger, spin-off, merger of shares, dissolution or liquidation of the Company, the LTIP Agreements in force shall not be affected, provided that in such cases the Board of Directors of the Company and the Affiliates involved may, at their own and sole discretion, establish, without prejudice to other measures that they may decide on equity: (a) the replacement of the Shares by shares, quotas or other securities issued by the successor company of the Company; and (b) the anticipation of the acquisition of the right to receive the Compensation in Shares.

10. General Provisions

10.1. Applicable Governing Law. Both this Plan and the LTIP Agreements hereunder must fully comply with and abide by Federal Law No. 6,404/76, as amended, as well as the regulations of the Securities and Exchange Commission and other applicable legal provisions at the time.

10.2. Company Shares. In cases of changes in the number, type and class of shares of the Company as a result of bonuses, splits, reverse split or conversion of shares of one kind or class into another or conversion into shares of other securities issued by the Company, it shall be incumbent upon the Board of Directors of the Company to evaluate the need for adjustments to the LTIP Programs that have already been established, in order to avoid distortions and losses to the Company or the Participants.

10.3. Transactions involving the Company. It is hereby clarified for all legal purposes that the rights granted to the Participants under the terms and under this Plan shall not prevent the Company from engaging in corporate reorganization transactions, such as transformation, merger, spin-off and incorporation of shares.

10.4. Shareholder Rights. No Participant shall hold any of the rights and privileges of a shareholder of the Company until its respective Shares are duly transferred to him/her, in the exact terms of this Plan and its respective LTIP Agreement.

10.5. Legal Amendments. Any significant legal change with respect to the regulation of publicly-held companies, publicly-held companies and/or the tax effects of an share-based compensation plan may entail a complete review or closure of the Plan.

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