

ATTACHMENT I – GENERAL REAL ESTATE ARBITRATIONS

1. Scope

1.1. This attachment is an integral part of the CAMES Expedited Real Estate Arbitration Rules and relates to the real estate arbitrations provided for in Article 1, Paragraph 1 of the Rules—excluding eviction cases—and the corresponding schedule of costs.

2. Registration Fee

2.1. Upon submission of the Request for Arbitration, the Claimant shall pay a non-refundable registration fee of R\$ 490.00 (four hundred and ninety reais).

2.2. The registration fee amount shall be deducted from the proceeding's administration fee.

3. Administration Fee and Arbitrator Fees

3.1. The administration fee must be paid by the parties by the date the Terms of Reference are signed and shall be shared equally between them, unless otherwise agreed. This fee constitutes the Chamber's remuneration for administering the entire arbitration process.

3.2. Arbitrator fees are the amounts paid to CAMES for the services of the arbitrator appointed by the Chamber in accordance with its rules; these amounts shall be passed on to the arbitrators only after the arbitration proceeding has reached a final, non-appealable conclusion.

3.3. The fees shall be shared equally between the parties, unless otherwise agreed.

3.4. The total Arbitrator's fees must be remitted to CAMES by the time the parties submit their final arguments; however, 50% (fifty percent) of the Arbitrator's fees must be paid by the date the Terms of Reference are signed, failing which the proceedings shall be suspended until actual payment is made.

3.5. A party may advance payment of the costs and fees owed by another party to enable the proceedings to continue, without prejudice to the provisions of item 4.5.

3.6. The losing party shall reimburse the prevailing party for the costs and fees incurred during the arbitration proceedings, as determined in the arbitral award.

3.7. In the event an Arbitral Tribunal is constituted, the Presiding Arbitrator shall receive the amount established for the Arbitrator's fees in the table above, while each Co-Arbitrator shall receive 80% (eighty percent) of the amount provided for the Arbitrator's fees in the table above.

3.8. If the Arbitral Tribunal determines that the arbitration agreement is non-existent, invalid, or ineffective, or that the dispute falls outside the scope of the agreement—provided no proceedings regarding the merits have taken place—the Arbitrator's remuneration shall correspond to 30% (thirty

percent) of the amount initially provided for, and any excess amount collected must be refunded to the parties.

3.9. The administration fee and the Arbitrator's fees do not include any tax costs that may apply to the engagement of the procedural administration service (administration fee) or to the Arbitrator's fees; such costs must be borne by the parties.

4. Emergency Arbitrator

4.1. A fee corresponding to 50% (fifty percent) of the CAMES Schedule of Costs and Fees shall be charged for the Emergency Arbitrator's fees and the administrative fee; this amount must be advanced by the party requesting the measure.

4.2. Amounts paid in connection with the use of an Emergency Arbitrator are independent and shall not be deducted from the costs of the main arbitration proceeding.

4.3. A fee corresponding to 100% of the registration fee shall be charged for the use of the Emergency Arbitration procedure. No new registration fee shall be charged upon the commencement of the main arbitration proceeding.

5. Other Costs

5.1. The party that gives rise to the need for CAMES to use a delivery service with return receipt—whether upon the Request for Arbitration, the joinder of a new party to the arbitration proceeding, or in any other instance—shall be responsible for the advance payment of said service within 03 (three) business days of receiving the request from CAMES.

5.2. All other expenses necessary for the conduct of the proceeding—such as expert examinations, stenography, steno-typing, travel, accommodation, among others—shall be paid in advance by the party requesting the measure that gives rise to the expense; however, in the event that a measure is ordered by the Arbitrator, the expenses shall be shared equally among the parties.

6. Changes to the Amount in Dispute

6.1. If, during the course of the proceeding, it is determined that the economic value of the dispute reported by the parties is lower than the actual economic value established based on evidence produced during the proceeding, CAMES and/or the Tribunal shall proceed with the corresponding adjustment; the parties must, if applicable, pay the balance of the amount initially deposited for administrative fees and arbitrator fees within 03 (three) business days of receiving the notice.

7. Payment Method

7.1. The registration fee, the administrative fee, the Arbitrator's fees, and any incidental costs shall be paid within the specified timeframe via a bank payment slip issued by CAMES.

8. Non-Payment

8.1. In the event that any cost of the arbitration proceeding is not effectively paid within the specified deadline, the arbitration shall be suspended for up to 60 (sixty) days pending the settlement of the payment.

8.2. If the aforementioned deadline expires without the payment being duly settled, the arbitration may be terminated by CAMES, without prejudice to the parties' right to resubmit the same claims in a new arbitration.

8.3. Upon termination of the arbitration, there shall be no refund of previously paid registration and administration fees, nor of the Arbitrator's fees or other incidental costs.

9. Substitution of the Arbitrator

9.1. In cases of resignation, a successful challenge, death, civil incapacity of the Arbitrator, or a supervening event, the Arbitrator's fees shall be paid on a pro-rata basis, as determined below:

a) prior to the signing of the Terms of Reference, the Arbitrator shall not receive any portion of the stipulated fees;

b) after the signing of the Terms of Reference and prior to the conclusion of the evidentiary phase, the Arbitrator shall receive up to 25% of the stipulated fees;

c) after the conclusion of the evidentiary phase and up to the submission of final arguments, the Arbitrator shall receive up to 50% of the stipulated fees;

d) after a decision is rendered regarding motions for clarification (*embargos*) filed against the arbitral award, or after the expiration of the deadline for filing such motions without action by the parties, the Arbitrator shall receive up to the full amount of the stipulated fees.

9.2. An Arbitrator assuming duties in the arbitration proceeding as a substitute in the scenarios set forth in item 9.1 shall receive, as remuneration, the difference between the fees specified in the CAMES Schedule of Arbitration Costs and the amount received by the Arbitrator who left the proceeding.

10. Withdrawal by the Parties

10.1. In the event of withdrawal by the parties, the Arbitrator's fees shall be paid on a pro-rata basis, as determined below:

a) prior to the signing of the Terms of Reference and after the signing of the Declaration of Independence, the Arbitrator shall receive 30% of the stipulated fees;

b) after the signing of the Terms of Reference and prior to the conclusion of the evidentiary phase, the Arbitrator shall receive up to 50% of the stipulated fees;

c) after the conclusion of the evidentiary phase and the submission of closing arguments, the Arbitrator shall receive up to 75% of the stipulated fees.

10.2. Should the initial amount received by the Arbitrator after the signing of the arbitration agreement exceed the amount to which they are entitled under the provisions of this section regarding withdrawal by the parties, the Arbitrator must refund the excess amount paid by CAMES.

11. Ratification of a Settlement During the Arbitration

11.1. In the event that the Arbitrator issues an award ratifying a settlement, the Arbitrator's fees shall be paid on a pro-rata basis, as determined below:

a) prior to the signing of the Terms of Reference, the Arbitrator shall receive up to 30% of the stipulated fees;

b) after the signing of the Terms of Reference and prior to the conclusion of the evidentiary phase, the Arbitrator shall receive up to 50% of the stipulated fees;

c) after the conclusion of the evidentiary phase and the submission of closing arguments, the Arbitrator shall receive up to 80% of the stipulated fees.

11.2. Should the initial amount received by the Arbitrator after the signing of the arbitration agreement exceed the amount to which they are entitled under the provisions of this section regarding withdrawal by the parties, the Arbitrator must refund the excess amount paid by CAMES to the parties.

12. Costs for the settlement ratification procedure

12.1. For a settlement ratification procedure with a value equal to or less than R\$ 200,000.00 (two hundred thousand reais), an administrative fee of 2% (two percent) of the settlement amount shall be charged, subject to a minimum of R\$ 980.00 (nine hundred and eighty reais). No registration fee shall be charged.

12.2. The fees for the Sole Arbitrator shall be determined by mutual agreement between the local CAMES office and the appointed Arbitrator; such remuneration shall be paid out of the administrative fee specified above.

12.3. For settlement ratifications with a value exceeding R\$ 200,000.00 (two hundred thousand reais), the rates set forth in the fee schedule shall apply.

12.4. In light of exceptional circumstances, such as the volume and complexity of the matter, a different fee may be established for the procedure covered by this item, subject to authorization by CAMES Brasil.