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MARCELO DICKSTEIN
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**THE HON. JUDGE OF LAW OF THE ____ COURT OF THE JURISDICTION OF THE
MUNICIPALITY OF SÃO MIGUEL DOS CAMPOS OF THE STATE OF ALAGOAS**

GRANBIO LLC, a foreign company incorporated in accordance with the laws of the State of Delaware, in the United States of America, represented in Brazil by its parent company **GRANBIO INVESTIMENTOS S/A**, a company registered under Company Tax Registry (CNPJ) No. 14.191.427/0001-29, with headquarters in the City and State of São Paulo, at Av. Brigadeiro Faria Lima, No. 2277, conjuntos 1503 e 1504, CEP [Postcode] 01452-000; **GRANBIO INVESTIMENTOS S/A**, already referred to as ("GRANBIO"); and **BIOFLEX AGROINDUSTRIAL S/A**, a company registered under CNPJ No. 13.808.130/0002-88, with headquarters in the City and State of São Paulo, at Av. Brigadeiro Faria Lima, nº 2277, conjunto 1503-parte, CEP [Postcode] 01452-000 ("BIOFLEX AGROINDUSTRIAL"); and together with GRANBIO LLC and GRANBIO, "Claimants"); by way of its undersigned solicitors (attached document I), substantiated by Arts. 381 and subsequent articles of the Code of Civil Procedures, respectfully files this

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ACTION FOR ANTICIPATED PRODUCTION OF EVIDENCE

against **M&G FINANZIARIA S.p.A.** ("M&G" or "Respondent"), an Italian company, with headquarters in Tortona, in the county of Alessandria, represented in Brazil by **Miguel Carlos Alberto Jambor**, Brazilian, married, solicitor, enrolled in the Bar Association of Brazil - São Paulo (OAB-SP) under No. 64.659 and Taxpayer Registry of the Ministry of Finance (CPF-MF) under No. 044.983.528-66, residing and domiciled at Avenida Brigadeiro Faria Lima, No. 1.713, 11º andar, Jardim Paulistano, São Paulo, São Paulo State (SP), CEP 01452-001 (attached document 2), due to the facts and grounds set forth below.

-I-

THE LEGAL RELATIONSHIP BETWEEN THE PARTIES AND THE ORIGIN OF THE DISPUTE

1. In mid-2011, the Mossi & Ghisolfi Group ("M&G Group"), leader in the petrochemical and renewable products sectors, including biofuels, announced the launch of "PROESA" on the world market, an allegedly innovative, complete and efficient technology for production on a commercial scale, of cellulosic ethanol (or second generation ethanol). The M&G Group is controlled by the Respondent, and ultimately by members of the Ghisolfi family, with an annual turnover in excess of USD 2 billion (two billion US dollars).
2. In 2011, Mr. GUIDO GHISOLFI, acting as general director of the Respondent, came to Brazil to present PROESA to the local market, in which occasion GRANBIO took interest in the new technology and the Parties commenced negotiations towards the construction of a plant by the Claimants that would operate in Brazil, which would be managed by BIOFLEX AGROINDUSTRIAL, a subsidiary of GRANBIO.
3. Negotiations between the two parties were conducted on one side by Mr BERNARDO GRADIN, GRANBIO's Executive President, and on the other side by the already mentioned Mr GUIDO GHISOLFI. During

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discussions, M&G repeatedly assured the Claimants that the PROESA technology was ready for immediate use on a commercial scale.

4. Throughout the negotiations, the Respondent always used another plant as a reference, allegedly of the same size that was being built by the M&G Group itself in the city of Crescentino, in Italy, which M&G informed it would be ready prior to commencing work on the Bioflex Agroindustrial plant. After successive delays, the M&G plant came to be inaugurated only on October 2013¹.

5. M&G guaranteed that once the Brazilian plant was built, it would be capable of producing approximately 65,000 tons of cellulosic ethanol a year² at a very competitive cost, as a result of the innovative pre-processing technology in two operating stages of the PROESA plant, without the use of chemicals and with a low enzyme consumption.

6. Throughout negotiations to purchase the PROESA technology, which included the supply of basic and process engineering (formalized via the "*Basic Engineering Project*" - BEP and the "*Process Design Package*" - PDP) and critical equipment to build the BIOFLEX AGROINDUSTRIAL plant, the Parties took into account four key factors that would determine the economic feasibility of the cellulosic ethanol production project: (i) the cost of the biomass, that is the price of the raw material used for the production of cellulosic ethanol; in this case it would be the sugar cane bagasse collected from local plantations; (ii) the cost of building the industrial plant, including the PDP and BEP, as well as the facilities necessary for the appropriate operation thereof, such as the biomass feeding system of the plant, the furnace for the generation of electricity and steam, the water processing plant and equipment, such as, for example, tanks, reactors, filters and ducts; (iii) the efficiency and cost of the enzymes used

¹ See headlines as disclosed on the official website of the M&G Group: <http://www.gruppomg.co.it/news/10>, accessed on June 22, 2017.

² Corroborating this claim, refer to the presentation made in mid-2011, available via the *Youtube website* (https://www.youtube.com/watch?v=MhfCboYTi_U), in which Mr GUIDO GUISELE claimed the plant at Crescentino would be capable of producing 60,000 tons of cellulosic ethanol per year, which should be reproduced in Brazil, since the proposal was that the plant to be built within Brazilian territory would have the same capacity as that implemented in Italy. At a later date, the M&G subsidiaries informed that the capacity of the BIOFLEX AGROINDUSTRIAL plant would be even larger than the 65,000 tons of cellulosic ethanol per year, corresponding to approximately 82,000 million litres.

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in the process, i.e., expenditure with the primary input in terms of the cost of the BIOFLEX AGROINDUSTRIAL plant, that are responsible for dismantling the vegetable cellular wall and allowing the yeast to access the existing sugars in the cellulose and hemicellulose of the biomass; and finally, (iv) the efficiency of the conversion of biomass into ethanol, which is fundamentally dependent on the quality of the pre-processing system, as well as the enzymes in the hydrolysis and the yeasts in the fermentation phase, which had yields guaranteed under the M&G contract.

7. While GRANBIO undertook responsibility for the first economic factor identified above - since it would manage to supply biomass to BIOFLEX AGROINDUSTRIAL at a very competitive cost - M&G guaranteed that the operational reliability of the plant, the operating revenue of technology during the conversion of biomass into ethanol, and the cost of enzymes would be limited in order to make the project economically feasible, having also naturally guaranteed full functioning of the critical equipment indispensable to operation of the plant (referred to, at the time the contracts were negotiated, as "*black box*" equipment, to which GRANBIO had no access whatsoever prior to signing the M&G CONTRACTS as set forth below.

8. In the light of the complaints of the Respondent, GRANBIO took the decision to approve and make an investment which would be close to USD 150 million (one hundred and fifty million US dollars), in order to implement the first second generation ethanol plant in Brazil with PROESA technology.

9. With this purpose, on 05.15.2012 the Claimants, with M&G, through the subsidiaries also belonging to the M&G Group - BETA RENEWABLES S.P.A. ("BETA RENEWABLES") and BIOCHEMTEX S.P.A. ("BIOCHEMTEX") (new name of CHEMTEX ITÁLIA S.P.A) - signed (i) a PROESA technology User License Agreement (attached document 3); (ii) the Basic Engineering and Technical Services Agreement (attached document 4); and (iii) the Equipment Supply Agreement (collectively referred to as "M&G CONTRACTS", attached document 5)³.

³ The Claimants appeal by attaching, within 30 (thirty) days, the sworn translations into Portuguese of documents presented in English, pursuant to the sole paragraph of article 192 of the Brazilian Code of Civil Procedure.

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10. In accordance with these agreements, the M&G Group committed itself to licensing PROESA technology to GRANBIO, and also to supply the PDP and BEP, as well as all critical equipment so that the BIOFLEX AGROINDUSTRIAL plant could operate on an economic, competitive and commercial scale, according to the technological and industrial processing and yields promised.

11. However, in reality, the technology of the M&G Group was not ready for commercial scale, despite representations made by M&G to GRANBIO prior to signing the M&G CONTRACTS and reiterated during construction and following the start-up of the BIOFLEX AGROINDUSTRIAL plant.

12. In fact, the technology was still being developed by the M&G Group which, therefore could not even have offered it to a commercial scale plant such as the one to be built by BIOFLEX AGROINDUSTRIAL.

13. After signing the M&G CONTRACTS, the PDP and BEP supplied by the M&G Group - that constitute the basis for construction of the plant - were totally flawed and inefficient, which was subsequently acknowledged and admitted by the Respondent and its subsidiaries, which conducted hundreds of revisions and adaptations to the engineering project. The failure of the M&G Group to supply minimally appropriate PDP and BEP has caused enormous additional costs, which have been paid for exclusively by GRANBIO.

14. And what is worse: the majority of these revisions to the project were only conducted and made available to GRANBIO following the start of the works. Accordingly, GRANBIO has incurred more unforeseen expenses and a long delay prior to the plant being completed, which has considerably impacted on the overall amount of the investment.

15. It is worth noting that M&G never informed GRANBIO of the technical specifications or suppliers of the critical equipment of the plant to be built, treating such equipment as "black box" under the allegation of protecting the intellectual property of its PROESA technology. However, M&G guaranteed that under the Equipment Supply Agreement, the equipment would be "free of defects" and of "good quality". During the technical "due diligence"

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visits to the M&G plant in Crescentino, GRANBIO was able to verify that the equipment used there was manufactured by the supplier ANDRITZ, an Austrian company with over 160 years of experience and world leader in the paper and cellulose sectors. However, when receiving the critical equipment at the BIOFLEX AGROINDUSTRIAL plant, GRANBIO observed that they had been manufactured by minor Italian suppliers with no experience in the sector.

16. Parallel to this, soon after signing the M&G CONTRACTS, M&G broke off relations with the Dutch chemical company DSM, which was to be responsible for supplying the yeast necessary to functioning of the PROESA technology - as expressly stated under the User License Agreement - which naturally had an impact on the supply of an input of strategic relevance to the project.

17. On completion of construction of the plant and the commissioning thereof, concluded on November 2014, GRANBIO was able to observe that the two-stage PROESA technology was simply incapable of being maintained operationally stable, much less achieve the performance parameters promised by M&G when presenting the project to GRANBIO and throughout negotiations of the M&G CONTRACTS.

18. In short, M&G sold to GRANBIO, for hundreds of millions of Reais, a technology and a set of critical equipment that simply do not work, leaving GRANBIO hostage to its technology.

19. GRANBIO was made aware of this information only when the investment had already been made and its plant was built. In addition to backing up the confession by M&G relating to the lack of applicability of that which it sold to GRANBIO, it demonstrated a situation of true wilful intent on the part of the Respondent, to the extent that it acknowledged that significant modifications had been made to the Crescentino plant far earlier than GRANBIO being even informed of the existence of the very severe issues that M&G had been facing.

20. The Respondent did not only sell a technology to GRANBIO that did not work: in practice, M&G knew in advance that its product did not deliver on the results that it itself announced. Although aware of the failings

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accumulated during the commissioning and start of production at its own plant in Crescentino, the Respondent and its subsidiaries maintained silence regarding the issues presented and misguided GRANBIO throughout the entire construction and commissioning of the BIOFLEX AGROINDUSTRIAL plant.

21. The Respondent and other companies of the M&G Group passed on messages of optimism so that the investment was made and work went ahead, while they faced a battle to make its own plant at Crescentino capable of operating on a minimal basis. Throughout the entire period, despite full awareness of the issues at Crescentino, M&G continued to take part in international seminars for the sole purpose of divulging the positive results of the PROESA technology that they knew would not be achieved.

22. In short, GRANBIO has invested hundreds of millions of Brazilian reais based on the promises and guarantees made by M&G that the PROESA technology was not only ready for use on a commercial scale, but that also its use would be economically feasible and profitable, as it would be possible to produce second generation ethanol at a competitive cost.

23. It would also point out that following the aforementioned Mr GUIDO GHISOLFI having committed suicide on 03.03.2015, the M&G executive responsible for tabling all negotiations with GRANBIO, the M&G Group began a process of total abandonment and lack of commitment to the results previously promised.

24. In an attempt to proceed with negotiations envisaging formalizing a proposal from M&G in order to fix its inoperative plant, GRANBIO accepted negotiating a protocol in order to conduct an operational measurement test on the BIOFLEX AGROINDUSTRIAL plant. According to Mr MARCO GHISOLFI, who took over the position of his deceased brother, conducting of a measurement test was necessary so that M&G might gain up-to-date information on the actual conditions of the plant, in order to then offer a satisfactory solution to the problems presented, indemnifying GRANBIO for the damages suffered. After lengthy negotiations between the Parties relating to the testing protocol, the measurement test was finally conducted on September 2015 ("Measured Run Test"). The results of the alluded test were disastrous, making it clear that the plant was without the most minimal of

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conditions to operate on a continuous basis, with a commercially feasible volume, with PROESA technology (attached document 6).

25. The difference between what had been promised by M&G and what the plant actually effectively achieved following implementation of the PROESA technology and installation of the critical equipment, it became clear in the aforementioned technical report which both parties had ordered and which they observed, among other facts: (i) that the plant did not operate under stable conditions for even 24 (twenty-four) consecutive hours, due to issues with the PROESA technology and the equipment supplied by M&G; (ii) that the costs and residency time during the hydrolysis and fermenting phases are far higher than those promised; (iii) that the plant could operate with a solid density far lower than what had been promised, which significantly reduces its production capacity; (iv) that enzyme consumption is significantly higher than what had been promised; and (v) the PROESA system with two stages pre-treatment has never worked and would not work as commercialized.

26. The general negligence both in the engineering and in the manufacturing and delivery of defective equipment failure, the fact this was fundamentally of incorrect size and configuration for the plant (primarily in the pre-processing system) and the numerous processing glitches became evidently proven following conducting of the measurement tests at the plant. Even so, M&G – who induced GRANBIO to invest millions in a plant totally inoperative, by means of misrepresentations –has refused to offer a minimally acceptable solution or to reimburse GRANBIO for the losses it has faced.

27. It is with a view to the filing for a compensation claim against M&G, and before the circumstances described below, that the Claimants submit this request for anticipated production of technical evidence, to be held at BIOFLEX AGROINDUSTRIAL plant.

-II-

NEED FOR ANTICIPATED PRODUCTION OF EVIDENCE

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28. As noted above, the Measured Test Run, which was carried out two years ago, revealed that the representations and warranties made by the Respondent during the negotiations between the parties and conclusion of the M&G Agreement proved to be false, since the BIOFLEX AGROINDUSTRIAL plant could not reach commercial operation with the technology and equipment sold to the Claimants.

29. Claimants have been implementing adjustments to the plant, many of which are urgent, in order to, within feasibility, overcome the identified failures and mitigate the losses suffered as from the conclusion of the M&G Agreement.

30. Considering the improvements that are being implemented by Claimants, and in order not to jeopardize their claim against M&G, the Claimants rely on expert evidence to be produced now, before the implementation of definitive changes that alter the technology and equipment sold by the Respondent. The purpose of this evidence is to determine, in a detailed and impartial manner, the problems presented by the BIOFLEX AGROINDUSTRIAL plant.

31. Procedural law provides for the possibility of anticipating the production of evidence in case the object under analysis risks perishing. According to Article 381(I) of the Code of Civil Procedure, it is possible to anticipate the production of evidence (of any kind) when there is a risk that it will be impossible or very difficult to verify the facts that are essential to the resolution of a dispute.

32. That is exactly the case: if the expert evidence in the BIOFLEX AGROINDUSTRIAL plant is not produced at this time, there is a risk that it will perish, unreasonably harming the Claimants' right to demonstrate, in court, the shortcomings of the technology and equipment sold by the Respondent. On the one hand, the Claimants can not wait too long to implement the adjustments that could put the BIOFLEX AGROINDUSTRIAL plant on commercial operation; on the other hand, such adjustments lead to the destruction of evidence that will support a claim for damages against M&G.

33. The conclusion is that the immediate production of the expert evidence herein requested is in the interest of both parties, since the Claimants intend to produce it precisely in order to initiate adjustments which they consider

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capable of enabling the plant to produce second-generation ethanol on a commercial scale, which would stop - or at least mitigate - the losses that will be claimed against M&G.

-III-

AUTONOMOUS RIGHT TO THE ANTICIPATED PRODUCTION OF EVIDENCE

34. In an innovative way, the Code of Civil Procedure in force has guaranteed the parties an autonomous right to produce evidence at the most appropriate time for that, dissociated from any requirement of urgency.

35. In fact, the procedural law expressly provided for the anticipated production of evidence with a view to possible "settlement or other suitable means of conflict resolution", or even in cases where "prior knowledge of the facts may justify or avoid filing of suits" (see sections II and III of article 381 of the Code of Civil Procedure).

36. The intention of the legislature was to introduce the concept that the production of evidence is intended not only to give rise to the belief of the court but also of the parties, who must be open to a consensual solution to the conflicts and willing to always cooperate with the judicial body to obtain a fair and effective judgment of the case. This is the lesson of FLÁVIO LUIZ YARSHELL in the thesis that granted him the Chair in Civil Procedural Law at the Faculty of Law of the University of São Paulo:

"Based on the premise [...] that the evidence does not only play the traditional role of forming the belief of the judge, but that it acts in a relevant way in the formation of the belief of the interested parties about their chances of success in a future proceeding (either to sue or to resist a given claim), the absence of preliminary evidentiary elements, if it does not prevent, makes this assessment of the parties difficult; assessment that, if any, could even lead to self-arrangement solutions, with a more rapid and effective elimination of the dispute and consequent social pacification."⁴

⁴ YARSHELL, Flávio Luiz. Antecipação da prova sem o requisito de urgência e direito autônomo à prova. São Paulo, Malheiros, 2009, p.53.

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37. Thus, even in the remote event of finding that this case is not urgent, the Honourable Judge should still accept the technical evidence required herein, since it will allow the delimitation of the future claim for compensation, and may even allow an eventual arrangement between the parties.

-IV-

REQUESTS AND FINAL REQUIREMENTS

38. For all of the foregoing, the Claimants request that the production of technical evidence be accepted at the BIOFLEX AGROINDUSTRIAL plant, to be carried out by an expert of confidence of this Honourable Judge with expertise in chemical engineering, who will be able to verify the defects of the equipment and technology sold by the Respondent to GRANBIO, in light of the performance parameters agreed upon by the parties in the M&G CONTRACTS.

39. In order to meet the requirements of the caput of article 382 of the Code of Civil Procedure, the Claimants submit, at first, the queries to be answered by the Expert (refer to Annex I), which establish the exact outlines of the expert investigation and what is sought to be proved, notwithstanding the right to submit additional questions during the technical examinations and after the delivery of the expert's report.

40. The Claimants take the opportunity to indicate their technical assistant to follow up the expert work, PROF. PAULO SELEGHIM JR., Brazilian, engineer, with commercial address at the Department of Mechanical Engineering, School of Engineering of São Carlos, University of São Paulo, São Carlos, State of São Paulo, Av. Trabalhador Sãocarlense, no. 400 , CEP 13566-590, e-mail seleghim@sc.usp.br and telephone +55 (16) 3373-9416.

41. It is also required that a translation copy of the sworn translation into the Portuguese of the attached documents 3, 4, 5 and 6, pursuant to the sole paragraph of article 192 of the Code of Civil Procedure, be later attached to the case record.

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42. It is also required that the Respondent be summoned, by letter, to collaborate with the production of the above-described evidence, pursuant to §1 of article 382 of the Code of Civil Procedure, under penalty of waiving the right to object to the results of the expert investigation.

43. Finally, it is requested the approval of the technical expert's report.

44. We finally inform that all summons relating to these proceedings should be made on behalf of the solicitors JOSÉ ANTONIO FICHTNER, enrolled under Bar of Association of São Paulo (OAB/SP) No. 230.645, TOMAZ DE OLIVEIRA TAVARES DE LYRA, enrolled under OAB/SP No. 311.210, MARCELA LEVY, enrolled under OAB/SP No. 348.759 and RAFAEL STEFANINI AUILO, enrolled under OAB/SP No. 314.873, all working for FICHTNER, FICHTNER & MANNHEIMER SOCIEDADE DE ADVOGADOS, registered under OAB/SP No. 11.477, with offices in this city and state, at Avenida Presidente Juscelino Kubitschek, No. 1.455, 5o andar, CEP 04543-011.

45. The case is awarded the sum of BRL 10,000.00 (one thousand Brazilian Reais).

Respectfully

submitted.

From São Paulo to São Miguel dos Campos, June 23, 2017.

JOSÉ ANTONIO FICHTNER
Bar Association of Brazil/São Paulo
(OAB/SP) No. 230.645

TOMAZ DE O. TAVARES DE LYRA.
Bar Association of Brazil/São Paulo
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MARCELA LEVY
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ALESSANDRO MEDEIROS DE LEMOS
Bar Association of Brazil/Alagoas
(OAB/AL) No. 6.429

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– ANNEX I –

QUERIES

1. Upon entering the PROESA Technology Licensing Agreement, the Basic Engineering and Technical Services Agreement, and the Equipment Supply Agreement (the "Contracts"), the parties have determined that the BIOFLEX I PLANT project to be implemented would have a certain nominal production capacity. Based on the [Contracts] already in place, and in particular on the technical specifications of the plant, would the court-appointed expert please inform what is this nominal production capacity.
2. Based on the "Measured Test Run" carried out in November 2015 at the request of both parties, would the court-appointed expert please inform whether the BIOFLEX I PLANT reached, during such tests, the nominal production capacity identified in response to item 1 above. Based on the data of the BIOFLEX I PLANT, would the court-appointed expert please inform if said nominal production capacity has ever been reached.
3. Would the court-appointed expert please inform, based on the [Contracts] that have been signed, what should be (i) the total concentration of solids with which the plant should operate; and (ii) the residence time of the enzymatic hydrolysis process required for the plant to reach the contracted nominal production capacity.
4. Based on the "Measured Test Run" conducted in November 2015 at the request of both parties, would the court-appointed expert please inform what were (i) the total concentration of solids; and (ii) the residence time of the enzymatic hydrolysis process during the operation of the BIOFLEX I PLANT in such tests.
5. Would the court-appointed expert please inform the impact, in terms of production capacity, of the difference between the total concentration of solids and residence time of the hydrolysis process provided for in the [the Contracts] and those actually achieved during the Measured Test Run, which demonstrated the limit of the total ethanol production capacity in the BIOFLEX I plant.
6. Would the court-appointed expert please inform if (i) the total concentration of solids; and (ii) the residence time of the enzymatic hydrolysis process warranted in the Contracts would lead to the hydrolysis efficiency warranted in said instruments, on a laboratory scale.

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7. Would the court-appointed expert please inform the causes for which the content (concentration) of solids and the residence time warranted in the Contracts have not been achieved. In addition, would he/she please confirm whether, according to the documents provided in the "Basic Engineering Package" ("BEP"), these parameters should be achieved at the BIOFLEX I PLANT. Finally, would he/she please confirm that if the plant were to operate under the conditions set forth in the BEP, it would have achieved the nominal capacity of production and efficiency (mainly in terms of consumption and yield) planned for the project.

8. Would the court-appointed expert please describe the production steps and the production process of the second-generation ethanol fuel in the BIOFLEX I PLANT, as provided for in the [Contracts] concluded with the owner of the PROESA technology.

9. Would the court-appointed expert please identify what is the equipment that M&G dubbed as critical or "Black Box" equipment, and what was the importance of this equipment for the second-generation ethanol fuel production process in the BIOFLEX I PLANT.

10. Would the court-appointed expert please inform if the critical equipment Liquid Separation Reactor (Y-1205-Inclined Thread): (i) works as expected in the production process; (ii) presented issues in the process function for the separation of solids and liquids; and (iii) causes limitations or disruptions in the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, Would the court-appointed expert please confirm if such issues with the equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

11. With regard to the critical equipment Low Pressure Reactor (R-1201), would the court-appointed expert please inform: (i) what were the pressure and temperature conditions provided for in the BEP; (ii) under what conditions of pressure and temperature the equipment ran on until the end of the "Measured Test Run"; (iii) what is the impact caused by the differences in pressure and temperature mentioned above in the operation of the BIOFLEX I PLANT; and (iv) whether "C5" sugar separation was achieved at this stage as expected. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

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12. Would the court-appointed expert please inform if the critical equipment Biomass Feeder (Y-1202 M01): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) presented excessive wear and tear; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could (v) represent additional maintenance costs; and (vi) prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

13. Would the court-appointed expert please inform if the critical equipment Stuffing Screw (Y-1202 M02): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) has an engine with sufficient torque to fulfill its function; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

14. Would the court-appointed expert please inform if the critical equipment Blow Lines and Blow Cyclone (F-1202): (i) work as expected in the production process; (ii) presented issues during their operation; (iii) presented erosion and holes; (iv) in case they suffered with erosion and holes, how frequently did this occur; and (v) cause limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could (vi) represent additional maintenance costs; and (vi) prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

15. Would the court-appointed expert please inform if the critical equipment Biomass Compressor (Y-1207): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) has sufficient capacity to fulfill its function in the process; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

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16. Would the court-appointed expert please inform if the critical equipment Plate Heat Exchangers (E-1301, E-2102 A/B/C, E-2101 A/B, E-3101, E-3102, E-3103, E-3104, E-3105 e E-3106): (i) work as expected in the production process, promoting the reduction of the temperature of the process fluid to the levels indicated in the BEP; (ii) presented issues during their operation; and (iii) caused limitations to or shutdowns of the pretreatment and/or hydrolysis systems of the BIOFLEX I PLANT; and (iv) are suitable for the use with the solids content provided for in the BEP. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

17. Would the court-appointed expert please inform if the critical equipment – Lignin Filters (Z-5101 A/B/C/D/E): (i) function as expected in the production process, producing the amount of lignin in the specification contained in the BEP; and (ii) presented failures in its operation. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.

18. Would the court-appointed expert please inform if: (i) the yield provided for in the Contracts was achieved during the Measured Test Run; and if (ii) a yield that is higher than that provided for in the Contracts would increase the use of biomass, enzymes and chemicals for the production of the same quantity of ethanol.

19. Would the court-appointed expert please inform if (i) the steam consumption provided for in the Contracts for the BIOFLEX I PLANT was achieved during the “Measured Test Run”; (ii) the power consumption provided for in the Contracts was achieved during the Measured Test Run; and if (iii) the chemicals consumption provided for in the Contracts was achieved during the “Measured Test Run”.

20. Would the court-appointed expert please inform which enzyme was to be used and its expected consumption (measured in kilograms per ton of ethanol produced) in accordance with Annex 1 of the PROESA Technology License Agreement. P Would the court-appointed expert please inform the average enzyme consumption per ton of ethanol produced during the Measured Test Run. Would the court-appointed expert please inform if such expected enzyme consumption has ever been achieved in the BIOFLEX I PLANT.

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21. Would the court-appointed expert please inform, based on the projects, if the BIOFLEX I PLANT had the capacity to operate continuously. Would the court-appointed expert please inform the number of hours of operation per year provided for in the project prepared by M&G so that the BIOFLEX I PLANT could reach its nominal production capacity of 65,000 tons per year of ethanol. Would the court-appointed expert please inform the maximum continuous operating time that the BIOFLEX I PLANT achieved by the end of the "Measured Test Run".

22. Would the court-appointed expert please inform the monthly volume of second-generation ethanol fuel to be produced by BIOFLEX I PLANT in accordance with the BEP. Would the court-appointed expert please inform how much second-generation ethanol fuel was produced on a monthly-basis by the BIOFLEX I PLANT, from the moment it was put into operation until the end of the Measured Test Run.

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Questions addressed to the court-appointed expert by the GranBio companies

1. Ao celebrarem o Contrato de Licença da tecnologia PROESA, o Contrato de Serviços Técnicos e de Engenharia Básica, e o Contrato de Fornecimento de Equipamentos (os "Contratos"), as partes definiram que o projeto da PLANTA BIOFLEX I a ser implementado teria uma determinada capacidade nominal de produção. Com base nos instrumentos celebrados e, em especial, nas especificações técnicas da planta, queira o Sr. Perito informar qual era essa capacidade nominal de produção.	Upon entering the PROESA Technology Licensing Agreement, the Basic Engineering and Technical Services Agreement, and the Equipment Supply Agreement (the "Contracts"), the parties have determined that the BIOFLEX I PLANT project to be implemented would have a certain nominal production capacity. Based on the [Contracts] already in place, and in particular on the technical specifications of the plant, would the court-appointed expert please inform what is this nominal production capacity.
2. Com base no "Measured Test Run" realizado em novembro de 2015 a pedido de ambas as partes, queira o Sr. Perito verificar se a PLANTA BIOFLEX I atingiu, durante tais testes, a capacidade nominal de produção identificada na resposta ao quesito 1 acima. Com base nos registros da PLANTA BIOFLEX I, queira o Sr. Perito informar, ainda, se a referida capacidade nominal de produção foi alguma vez atingida.	Based on the "Measured Test Run" carried out in November 2015 at the request of both parties, would the court-appointed expert please inform whether the BIOFLEX I PLANT reached, during such tests, the nominal production capacity identified in response to item 1 above. Based on the data of the BIOFLEX I PLANT, would the court-appointed expert please inform if said nominal production capacity has ever been reached.
3. Queira o Sr. Perito informar, com base nos instrumentos celebrados, quais deveriam ser (i) a concentração total de sólidos com a qual a planta deveria operar; e (ii) o tempo de residência do processo de hidrólise enzimática, para que a planta pudesse atingir a capacidade nominal de produção contratada.	would the court-appointed expert please inform, based on the [Contracts] that have been signed, what should be (i) the total concentration of solids with which the plant should operate; and (ii) the residence time of the enzymatic hydrolysis process required for the plant to reach the contracted nominal production capacity.
4. Com base no "Measured Test Run" realizado em novembro de 2015 a pedido de ambas as partes, queira o Sr. Perito informar quais foram (i) a concentração total de sólidos; (ii) o tempo de residência do processo de hidrólise enzimática, durante a operação da PLANTA BIOFLEX I em tais testes.	Based on the "Measured Test Run" conducted in November 2015 at the request of both parties, would the court-appointed expert please inform what were (i) the total concentration of solids; and (ii) the residence time of the enzymatic hydrolysis process during the operation of the BIOFLEX I PLANT in such tests.
5. Queira o Sr. Perito informar qual o impacto, em termos de capacidade de	Would the court-appointed expert please inform the impact, in terms of production

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produção, da diferença entre a concentração de sólidos totais e tempo de residência do processo de hidrólise previstos nos instrumentos celebrados e aqueles efetivamente atingidos durante o “ <i>Measured Test Run</i> ”, que demonstrou o limite da capacidade total de produção de etanol na PLANTA BIOFLEX I.	capacity, of the difference between the total concentration of solids and residence time of the hydrolysis process provided for in the [the Contracts] and those actually achieved during the Measured Test Run, which demonstrated the limit of the total ethanol production capacity in the BIOFLEX I plant.
6. Queira o Sr. Perito informar se (i) a concentração total de sólidos; e (ii) o tempo de residência do processo de hidrólise enzimática prometidos nos Contratos levariam à eficiência de hidrólise prometida nos referidos instrumentos, em escala de laboratório.	Would the court-appointed expert please inform if (i) the total concentration of solids; and (ii) the residence time of the enzymatic hydrolysis process warranted in the Contracts would lead to the hydrolysis efficiency warranted in said instruments, on a laboratory scale.
7. Queira o Sr. Perito informar as causas pelas quais não foram atingidos o teor (concentração) de sólidos totais e o tempo de residência previstos nos Contratos. Favor confirmar, também, se, de acordo com os documentos fornecidos no pacote de engenharia básica – “Basic Engineering Package” (“BEP”), estes parâmetros deveriam ser atingidos na PLANTA BIOFLEX I. Favor confirmar, por fim, que a operação, em conformidade com tais parâmetros previstos no BEP, teria levado ao atingimento da capacidade nominal de produção e eficiência (principalmente consumos e rendimentos) previstas no projeto.	Would the court-appointed expert please inform the causes for which the content (concentration) of solids and the residence time warranted in the Contracts have not been achieved. In addition, would he/she please confirm whether, according to the documents provided in the “Basic Engineering Package” (“BEP”), these parameters should be achieved at the BIOFLEX I PLANT. Finally, would he/she please confirm that if the plant were to operate under the conditions set forth in the BEP, it would have achieved the nominal capacity of production and efficiency (mainly in terms of consumption and yield) planned for the project.
8. Queira o Sr. Perito descrever as etapas de produção e o processo produtivo do etanol combustível de segunda geração na PLANTA BIOFLEX I nos moldes dos instrumentos celebrados com o detentor da tecnologia PROESA.	Would the court-appointed expert please describe the production steps and the production process of the second-generation ethanol fuel in the BIOFLEX I PLANT, as provided for in the [Contracts] concluded with the owner of the PROESA technology.
9. Queira o Sr. Perito identificar o que são os equipamentos denominados críticos ou “ <i>Black Box</i> ” pela M&G, e qual era a relevância desses equipamentos para o processo produtivo de etanol combustível de segunda geração na PLANTA BIOFLEX I.	Would the court-appointed expert please identify what is the equipment that M&G dubbed as critical or “Black Box” equipment, and what was the importance of this equipment for the second-generation ethanol fuel production process in the BIOFLEX I PLANT.
10. Queira o Sr. Perito informar se o equipamento crítico Reator de Separação de	Would the court-appointed expert please inform if the critical equipment Liquid

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<p>Líquidos (Y-1205-Rosca Inclínada): (i) funciona da forma prevista no processo produtivo; (ii) apresentou falhas na função de processo para a separação de sólidos e líquidos; e (iii) provoca limitações ou paralisações do sistema de pré-tratamento da PLANTA BIOFLEX I. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as falhas do equipamento acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.</p>	<p>Separation Reactor (Y-1205-Inclined Thread): (i) works as expected in the production process; (ii) presented issues in the process function for the separation of solids and liquids; and (iii) causes limitations or disruptions in the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, Would the court-appointed expert please confirm if such issues with the equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.</p>
<p>11. Em relação ao equipamento crítico Reator de Baixa Pressão (R-1201), queira o Sr. Perito informar: (i) quais eram as condições de pressão e temperatura previstas no BEP; (ii) sob quais condições de pressão e temperatura o equipamento operou até o final do "Measured Test Run"; (iii) qual o impacto causado pelas diferenças nas condições de pressão e temperatura acima no funcionamento da PLANTA BIOFLEX I; e (iv) se houve separação do açúcar "C5" nessa fase conforme previsto. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas do equipamento acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.</p>	<p>With regard to the critical equipment Low Pressure Reactor (R-1201), would the court-appointed expert please inform: (i) what were the pressure and temperature conditions provided for in the BEP; (ii) under what conditions of pressure and temperature the equipment ran on until the end of the "Measured Test Run"; (iii) what is the impact caused by the differences in pressure and temperature mentioned above in the operation of the BIOFLEX I PLANT; and (iv) whether "C5" sugar separation was achieved at this stage as expected. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.</p>
<p>12. Queira o Sr. Perito informar se o equipamento crítico <i>Biomass Feeder</i> (Y-1202 M01): (i) funciona da forma prevista no processo produtivo; (ii) apresentou falhas em seu funcionamento; (iii) apresentou desgaste excessivo; e (iv) provoca limitações ou paralisações do sistema de pré-tratamento da PLANTA BIOFLEX I. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas do equipamento acima podem: (v) representar custos adicionais de manutenção; e (vi) inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.</p>	<p>Would the court-appointed expert please inform if the critical equipment Biomass Feeder (Y-1202 M01): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) presented excessive wear and tear; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could (v) represent additional maintenance costs; and (vi) prevent operation of the BIOFLEX I PLANT in accordance with the BEP.</p>

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<p>13. Queira o Sr. Perito informar se o equipamento crítico <i>Stuffing Screw</i> (Y-1202 M02): (i) funciona da forma prevista no processo produtivo; (ii) apresentou falhas em seu funcionamento; (iii) possui motor com torque suficiente para realizar a sua função; e (iv) provoca limitações ou paralisações do sistema de pré-tratamento da PLANTA BIOFLEX I. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas do equipamento acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.</p>	<p>Would the court-appointed expert please inform if the critical equipment <i>Stuffing Screw</i> (Y-1202 M02): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) has an engine with sufficient torque to fulfill its function; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.</p>
<p>14. Queira o Sr. Perito informar se os equipamentos críticos <i>Blow Lines</i> e <i>Blow Cyclone</i> (F-1202): (i) funcionam da forma prevista no processo produtivo; (ii) apresentaram falhas em seu funcionamento; (iii) apresentaram problemas de erosão e furos; (iv) caso tenham apresentado problemas de erosão e furos, qual foi a frequência de tais eventos; e se (v) os problemas apresentados provocam limitações ou paralisações do sistema de pré-tratamento da PLANTA BIOFLEX I. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as falhas dos equipamentos acima podem: (vi) representar custos adicionais de manutenção; e (vii) inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.</p>	<p>Would the court-appointed expert please inform if the critical equipment <i>Blow Lines</i> and <i>Blow Cyclone</i> (F-1202): (i) work as expected in the production process; (ii) presented issues during their operation; (iii) presented erosion and holes; (iv) in case they suffered with erosion and holes, how frequently did this occur; and (v) cause limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could (vi) represent additional maintenance costs; and (vi) prevent operation of the BIOFLEX I PLANT in accordance with the BEP.</p>
<p>15. Queira o Sr. Perito informar se o equipamento crítico <i>Biomass Compressor</i> (Y-1207): (i) funciona da forma prevista no processo produtivo; (ii) apresentou falhas em seu funcionamento; (iii) possui capacidade suficiente para realizar a sua função de processo; e (iv) provoca limitações ou paralisações do sistema de pré-tratamento da PLANTA BIOFLEX I. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas do equipamento acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em</p>	<p>Would the court-appointed expert please inform if the critical equipment <i>Biomass Compressor</i> (Y-1207): (i) works as expected in the production process; (ii) presented issues during its operation; (iii) has sufficient capacity to fulfill its function in the process; and (iv) causes limitations to or shutdowns of the pre-treatment system of the BIOFLEX I PLANT. sed on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the</p>

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conformidade com o BEP.	BEP.
16. Queira o Sr. Perito informar se os equipamentos críticos trocadores de calor de placas (E-1301, E-2102 A/B/C, E-2101 A/B, E-3101, E-3102, E-3103, E-3104, E-3105 e E-3106): (i) funcionam da forma prevista no processo produtivo, promovendo a redução da temperatura do fluido de processo aos níveis indicados no BEP; (ii) apresentaram falhas em seu funcionamento; e (iii) provocam limitações ou paralisações do sistema de prétratamento e/ou hidrólise da PLANTA BIOFLEX I; e (iv) são adequados para a aplicação com o teor de sólidos previsto no BEP. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas dos equipamentos acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.	Would the court-appointed expert please inform if the critical equipment Plate Heat Exchangers (E-1301, E-2102 A/B/C, E-2101 A/B, E-3101, E-3102, E-3103, E-3104, E-3105 e E-3106): (i) work as expected in the production process, promoting the reduction of the temperature of the process fluid to the levels indicated in the BEP; (ii) presented issues during their operation; and (iii) caused limitations to or shutdowns of the pretreatment and/or hydrolysis systems of the BIOFLEX I PLANT; and (iv) are suitable for the use with the solids content provided for in the BEP. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.
17. Queira o Sr. Perito informar se filtros de lignina (Z-5101 A/B/C/D/E): (i) funcionam da forma prevista no processo produtivo, produzindo a quantidade de lignina na especificação indicados no BEP; e (ii) apresentaram falhas em seu funcionamento. Com base nas respostas dos subitens anteriores, queira o Sr. Perito confirmar se as limitações ou falhas dos equipamentos acima podem inviabilizar o funcionamento da PLANTA BIOFLEX I, em conformidade com o BEP.	Would the court-appointed expert please inform if the critical equipment – Lignin Filters (Z-5101 A/B/C/D/E): (i) function as expected in the production process, producing the amount of lignin in the specification contained in the BEP; and (ii) presented failures in its operation. Based on the answers to the previous sub items, would the court-appointed expert please confirm if the limitations or issues with this equipment could prevent operation of the BIOFLEX I PLANT in accordance with the BEP.
18. Queira o Sr. Perito informar se: (i) o <i>yield</i> (rendimento) previsto nos Contratos para a PLANTA BIOFLEX I foi alcançado no “ <i>Measured Test Run</i> ”; e se (ii) o <i>yield</i> maior que o previsto nos Contratos aumenta o consumo de biomassa, enzimas e químicos para produção da mesma quantidade de etanol.	Would the court-appointed expert please inform if: (i) the yield provided for in the Contracts was achieved during the Measured Test Run; and if (ii) a yield that is higher than that provided for in the Contracts would increase the use of biomass, enzymes and chemicals for the production of the same quantity of ethanol.
19. Queira o Sr. Perito informar se: (i) o consumo de vapor previsto nos Contratos para a PLANTA BIOFLEX I foi alcançado no “ <i>Measured Test Run</i> ”; (ii) o consumo de energia previsto nos Contratos para a	Would the court-appointed expert please inform if (i) the steam consumption provided for in the Contracts for the BIOFLEX I PLANT was achieved during the “Measured Test Run”; (ii) the power consumption

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PLANTA BIOFLEX I foi alcançado no “ <i>Measured Test Run</i> ”; e se (iii) o consumo de químicos previsto nos Contratos para a PLANTA BIOFLEX I foi alcançado no “ <i>Measured Test Run</i> ”.	provided for in the Contracts was achieved during the Measured Test Run; and if (iii) the chemicals consumption provided for in the Contracts was achieved during the “Measured Test Run”.
20. Queira o Sr. Perito informar qual era a enzima a ser utilizada e o seu respectivo consumo esperado (medido em quilogramas por tonelada de etanol produzido), em conformidade com o Anexo 1 do Contrato de Licença da tecnologia PROESA. Queira o Sr. Perito informar qual foi o consumo médio de enzima por tonelada de etanol produzido verificado durante o “ <i>Measured Test Run</i> ”. Queira o Sr. Perito informar se tal consumo esperado de enzima alguma vez se verificou na PLANTA BIOFLEX I.	Would the court-appointed expert please inform which enzyme was to be used and its expected consumption (measured in kilograms per ton of ethanol produced) in accordance with Annex 1 of the PROESA Technology License Agreement. P Would the court-appointed expert please inform the average enzyme consumption per ton of ethanol produced during the Measured Test Run. Would the court-appointed expert please inform if such expected enzyme consumption has ever been achieved in the BIOFLEX I PLANT.
21. Queira o Sr. Perito informar nos moldes estabelecidos em projeto se a PLANTA BIOFLEX I tinha a capacidade de operar continuamente. Queira o Sr. Perito informar qual era a quantidade de horas de operação por ano previstas no projeto elaborado pela M&G para a PLANTA BIOFLEX I atingir a sua capacidade nominal de produção, de 65.000 toneladas por ano de etanol. Queira o Sr. Perito informar, também, qual foi o tempo máximo de operação contínua que a PLANTA BIOFLEX I atingiu até o final do “ <i>Measured Test Run</i> ”.	Would the court-appointed expert please inform, based on the projects, if the BIOFLEX I PLANT had the capacity to operate continuously. Would the court-appointed expert please inform the number of hours of operation per year provided for in the project prepared by M&G so that the BIOFLEX I PLANT could reach its nominal production capacity of 65,000 tons per year of ethanol. Would the court-appointed expert please inform the maximum continuous operating time that the BIOFLEX I PLANT achieved by the end of the “Measured Test Run”.
22. Queira o Sr. Perito informar qual era o volume mensal de etanol de segunda geração a ser produzido pela PLANTA BIOFLEX I, em conformidade com o BEP. Queira o Sr. Perito informar, por fim, qual volume de etanol de segunda geração foi produzido mensalmente pela PLANTA BIOFLEX I, do momento em que foi colocada em funcionamento até o final do “ <i>Measured Test Run</i> ”.	Would the court-appointed expert please inform the monthly volume of second-generation ethanol fuel to be produced by BIOFLEX I PLANT in accordance with the BEP. Would the court-appointed expert please inform how much second-generation ethanol fuel was produced on a monthly-basis by the BIOFLEX I PLANT, from the moment it was put into operation until the end of the Measured Test Run.

