EXHIBIT C

ReedSmith

Kerry Hopkins
Direct Phone: 415.659.5986
Email: khopkins@reedsmith.com

Reed Smith LLP Two Embarcadero Center Suite 2000 San Francisco, CA 94111 415.543.8700 Fax 415.391.8269

July 20, 2004

VIA FACSIMILE AND U.S. MAIL

Theresa E. Norton Wilson Sonsini Goodrich & Rosati 650 Page Mill Road Palo Alto, CA 94304

Re:

ASAT v. Motorola File No. 353281.01090

Dear Theresa:

We have enclosed notices for the depositions of ASAT Holdings, Ltd. and ASAT, Inc. As you know, we have conferred with you extensively by letter and telephone in an effort to schedule these depositions. You have refused to provide dates for any depositions until after the Court rules on ASAT's third motion to dismiss. We do not believe your refusal to schedule these depositions is warranted and we have met our obligation to meet and confer on deposition scheduling.

Very truly yours,

Kerry Hopkins

Rule 30(b)(6) Deposition Notice To Plaintiff ASAT Holdings, Ltd.

Scott D. Baker (State Bar. No. 084923)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

No. C 03 01514 RS

-1-

DOCSSFQ-12367864.1-KHOPKINS

Civil Procedure, Defendant and Counterclaimant Motorola, Inc. ("Motorola") will take the deposition of Plaintiff and Counterdefendant ASAT Holdings, Ltd. at Reed Smith LLP, Two Embarcadero Center, Suite 2000, San Francisco, California, 94111 on a date to be mutually agreed upon between the parties, but in no case later than August 25, 2004. The deposition shall be taken under oath and recorded stenographically (including by instant visual display) and/or by videotape, and shall continue from day to day, excluding Sundays and holidays, until completed and adjourned.

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of

Pursuant to Rule 30(b)(6), ASAT Holdings, Ltd. is required to designate one or more of its officers, directors, partners, managing agents or other such persons as are most qualified, knowledgeable, and competent to testify on behalf of ASAT Holdings, Ltd. as to all matters known or reasonably available to it with respect to each of the following subjects.

DEFINITIONS

- 1. The term "MOTOROLA" refers to Defendant and Counterclaimant

 Motorola, Inc., and includes all subsidiaries, predecessors or successors-in-interest, officers,

 directors, employees, agents, contractors, and other persons controlled by or acting on behalf of

 Motorola, Inc.
- 2. The terms "YOU" and "YOUR" refer to Plaintiff and Counterdefendant ASAT Holdings, Ltd., and include all subsidiaries, divisions, predecessors or successors-in-interest, affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of YOU.

Counterdefenda	ints AS	AT Holdings, Ltd. and ASAT, Inc. and their officers, directors, employees,
		d other persons controlled by or acting on behalf of ASAT Holdings, Ltd.
or ASAT, Inc.	010, 021	
oi Abai, iiic.		
4	1,	"QPL," as used herein, refers to Counterdefendant QPL International
Holdings, Ltd. a	and its	officers, directors, employees, agents, contractors, and other persons
controlled by or	acting	on behalf of QPL International Holdings, Ltd.
5	5.	The term "PERSON" refers to natural persons, corporations, firms,
proprietorships,	, partne	rships, trusts, joint ventures, groups, associations, institutes, organizations,
and any other bu	usiness	, governmental or legal entities, including any divisions, departments, and
units thereof.		
6	5.	"IMMUNITY AGREEMENT," as used herein, refers to the October 1,
1993 Immunity	Agree	ment signed by MOTOROLA and QPL.
7	7.	"BGA," as used herein, refers to all types of ball grid arrays or ball grid
array packages,	includ	ing FPBGA, PBGA, Glob Top, FxPBGA and INT-HS_BGA packages.
8	8.	"FPBGA" refers specifically to fine pitch ball grid arrays or fine pitch ball
grid array packa	ages.	
9	9.	"SUBSCRIPTION AGREEMENT," as used herein, refers to the
agreement prod	luced b	y YOU that is dated October 29, 1999 among, including others, Chase Asia

3.

"ASAT," as used herein, refers collectively to Plaintiffs and

Holdings, Ltd.

Investment Partners II (Y), LLC, QPL International Holdings, Ltd., ASAT Limited and ASAT

No. C 03 01514 RS

	10.	The use of the singular shall be deemed to include the plural, and use of		
one gender sh	one gender shall include all others as appropriate in the context.			
	11.	The terms "and" and "or" mean either the conjunctive or the disjunctive as		
context may r	equire	so that the meaning is inclusive rather than exclusive.		
	12.	The term "including" means including but not limited to.		
	13.	The term "each" means each and every.		
·	14.	The term "any" means any and all.		
	15.	The term "RELATING TO" requests all documents and tangible things		
which in any	way ex	plicitly or implicitly refer to, or could be reasonably construed to refer to, the		
subject matter of the request, including, but not limited to, all documents and tangible things,				
which reflect, record, memorialize, discuss, consider, review or report on the subject matter of the				
request.				
	16.	The term "COMMUNICATION" is used in the broadest possible sense,		
and means an	y trans	mission or exchange of information from one person or entity to another, by		
any means.				
	17.	The term "DOCUMENT" is used in the broadest possible sense, and		
means, witho	ut limi	tation, any written, printed, typed, photostatic, photographed, recorded or		
otherwise rep	roduce	d COMMUNICATION or representation, whether comprised of letters,		
words, numb	ers, pic	tures, sounds or symbols, or any notes, records, letters, envelopes, telegrams,		
messages, stu	idies, a	nalyses, contracts, agreements, projections, estimates, working papers,		

DOCSSEO-12367864.1-KHOPKINS

summaries, statistical statements, financial statements or work papers, accounts, analytical

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records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, or other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or other **COMMUNICATIONS** of any type, including interoffice and intra office COMMUNICATIONS of any type, questionnaires, and surveys, charts, graphs, photographs, phonographs, films, videotapes, disks, data cells, drums, printouts and all other data compilations from which information can be obtained, any preliminary versions, drafts or revisions of any kind of the foregoing, and other writings or **DOCUMENTS** of whatever description or kind, whether produced or authored by YOU or by anyone else, including non-identical copies of any of the foregoing, now in YOUR possession, custody, or control.

MATTERS UPON WHICH EXAMINATION IS REQUESTED

- Any transfer, assignment or succession-in-interest of the **IMMUNITY** 1. AGREEMENT.
- 2. The existence of, including the negotiation and terms of, by assignment, transfer or otherwise, any contract or agreement between YOU and MOTOROLA relating to any type of BGAs, including FPBGAs, and any amendments, addenda, appendices, or exhibits to any contract or agreement.
- YOUR performance of any contract or agreement between YOU and 3. MOTOROLA relating to any type of BGAs, including FPBGAs.
- The payment of any royalties to MOTOROLA by YOU, including the 4. amount of such payment(s) and the basis for such payment(s).

No. C 03 01514 RS

2	MOTOROLA.
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4	6. All COMMUNICATIONS by and between YOU and QPL relating to the
5	IMMUNITY AGREEMENT and the rights and obligations granted thereunder.
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7	7. All COMMUNICATIONS by and among ASAT Holdings, Ltd., ASAT,
8	Inc., ASAT Limited and any other ASAT entity, relating to the IMMUNITY AGREEMENT
9	and the rights and obligations granted thereunder.
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11	8. All COMMUNICATIONS by and between YOU and QPL relating to
12	MOTOROLA.
13	
14	9. All COMMUNICATIONS by and among ASAT Holdings, Ltd., ASAT,
15	Inc., ASAT Limited and any other ASAT entity, relating to MOTOROLA.
16	
17	10. All COMMUNICATIONS by and between YOU and QPL relating to the
18	sale of any BGAs, including FPBGAs, to MOTOROLA.
19	
20	11. Any contracts or agreements between YOU and QPL relating to the
21	IMMUNITY AGREEMENT.
22	
23	12. Any contracts or agreements between YOU and QPL relating to BGAs
24	and FPBGAs.
25	
26	13. YOUR annual reports to the Securities and Exchange Commission from
27	2000 to the present and any statements made therein relating to agreements or disputes with
28	MOTOROLA. No. C 03 01514 RS - 5 - DOCSSFO-12367864.1-KHOPKINS
	Rule 30(b)(6) Deposition Notice To Plaintiff ASAT Holdings, Ltd.

The audit of ASAT Limited that was performed on behalf of

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Commission from 2000 to the present.

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	4	15	The formation of ASAT Holdings, Ltd., including all DOCUMENTS
	5	related thereto.	
antities	6		
re ated e	7	16	YOUR corporate structure, including the relationship between ASAT
LLP and	8	Holdings, Ltd., A	SAT, Inc. and ASAT Limited.
ed Sm#	9		
A limited liability paraership formed in the State of Delaware. "Reed Smith" and "Reed Smith Crosby Heafey LLP" refer to Reed Smith LLP and related entities	10	17	The transfer of assets from QPL to ASAT, including all DOCUMENTS
y LLP" re	11	related thereto.	
by Heaf	12		
mit Cro	13	18	The SUBSCRIPTION AGREEMENT, including all attachments,
'Reed S	14	amendments, exh	bits, appendices and addenda thereto.
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tate of D	18	20	The sale of any BGAs, including FPBGAs, by YOU to MOTOROLA.
d in the S	19		
np forme	20	21	Sales of YOUR BGAs, including FPBGAs, between October 30, 1999 an
parners	21	December 31, 20	2.
d liability	22		
A limite	23	22	The gross revenue and profits on sales of YOUR BGAs, including
	24	FPBGAs, between	n October 30, 1999 and December 31, 2002.
	25		
	26	23	Transfer pricing of YOUR BGAs, including FPBGAs, between ASAT
٠,	27	Limited, ASAT,	nc. and any other ASAT entity.
	28		
		No. C 03 01514 RS	Rule 30(b)(6) Deposition Notice To Plaintiff ASAT Holdings, Ltd.

The preparation of YOUR annual reports to the Securities and Exchange

Pricing for YOUR BGAs, including FPBGAs.

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On July 20, 2004, I served the following document(s) by the method indicated below:

RULE 30(b)(6) DEPOSITION NOTICE TO PLAINTIFF ASAT HOLDINGS, LTD.

	ASAT HOLDINGS, LTD.		
×	by transmitting via facsimile on this date the document(s) listed above to the fax number(s) set forth below. The transmission was reported complete and without error.		
×	by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.		
	by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.		
	by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.		
,	by placing the document(s) listed above in a sealed envelopc(s) and consigning it to Federal Express for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.		
	Michael A. Ladra, Esq. James C. Yoon, Esq. David H. Kramer, Esq. Theresa Norton, Esq. WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Road Palo Alto, CA 94304-1050 Philip McLeod, Esq. John D. Giffin, Esq. KEESAL, YOUNG & LOGAN Four Embarcadero Center, Suite 1500 San Francisco, CA 94111		
I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on July 20, 2004, at San Francisco, California.			
	Mancy C. Tuttle		

No. C 03 01514 RS

Proof of Service

Rule 30(b)(6) Deposition Notice To Plaintiff ASAT, Inc.

Scott D. Baker (State Bar. No. 084923)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

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No. C 03 01514 RS

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Rule 30(b)(6) Deposition Notice To Plaintiff ASAT, Inc.

DEFINITIONS

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of

Pursuant to Rule 30(b)(6), ASAT, Inc. is required to designate one or more of its

Civil Procedure, Defendant and Counterclaimant Motorola, Inc. ("Motorola") will take the

deposition of Plaintiff and Counterdefendant ASAT, Inc. at Reed Smith LLP, Two Embarcadero

Center, Suite 2000, San Francisco, California, 94111 on August 24, 2004, beginning at 9:00 a.m.

The deposition shall be taken under oath and recorded stenographically (including by instant

officers, directors, partners, managing agents or other such persons as are most qualified,

reasonably available to it with respect to each of the following subjects.

knowledgeable, and competent to testify on behalf of ASAT, Inc. as to all matters known or

visual display) and/or by videotape, and shall continue from day to day, excluding Sundays and

The term "MOTOROLA" refers to Defendant and Counterclaimant 1. Motorola, Inc., and includes all subsidiaries, predecessors or successors-in-interest, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of Motorola, Inc.

The terms "YOU" and "YOUR" refer to Plaintiff and Counterdefendant 2. ASAT, Inc., and include all subsidiaries, divisions, predecessors or successors-in-interest,

affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled

by or acting on behalf of YOU.

holidays, until completed and adjourned.

3. "ASAT," as used herein, refers collectively to Plaintiffs and
Counterdefendants ASAT Holdings, Ltd. and ASAT, Inc. and their officers, directors, employees
agents, contractors, and other persons controlled by or acting on behalf of ASAT Holdings, Ltd.
or ASAT, Inc.

- 4. "QPL," as used herein, refers to Counterdefendant QPL International Holdings, Ltd. and its officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of QPL International Holdings, Ltd.
- 5. The term "PERSON" refers to natural persons, corporations, firms, proprietorships, partnerships, trusts, joint ventures, groups, associations, institutes, organizations, and any other business, governmental or legal entities, including any divisions, departments, and units thereof.
- 6. "IMMUNITY AGREEMENT," as used herein, refers to the October 1, 1993 Immunity Agreement signed by MOTOROLA and QPL.
- 7. "BGA," as used herein, refers to all types of ball grid arrays or ball grid array packages, including FPBGA, PBGA, Glob Top, FxPBGA and INT-HS_BGA packages.
- 8. "FPBGA" refers specifically to fine pitch ball grid arrays or fine pitch ball grid array packages.
- 9. "SUBSCRIPTION AGREEMENT," as used herein, refers to the agreement produced by YOU that is dated October 29, 1999 among, including others, Chase Asia Investment Partners II (Y), LLC, QPL International Holdings, Ltd., ASAT Limited and ASAT Holdings, Ltd.

No. C 03 01514 RS

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- 10. The use of the singular shall be deemed to include the plural, and use of one gender shall include all others as appropriate in the context.
- 11. The terms "and" and "or" mean either the conjunctive or the disjunctive as context may require so that the meaning is inclusive rather than exclusive.
 - 12. The term "including" means including but not limited to.
 - 13. The term "each" means each and every.
 - 14. The term "any" means any and all.
- 15. The term "RELATING TO" requests all documents and tangible things which in any way explicitly or implicitly refer to, or could be reasonably construed to refer to, the subject matter of the request, including, but not limited to, all documents and tangible things, which reflect, record, memorialize, discuss, consider, review or report on the subject matter of the request.
- 16. The term "COMMUNICATION" is used in the broadest possible sense, and means any transmission or exchange of information from one person or entity to another, by any means.
- The term "**DOCUMENT**" is used in the broadest possible sense, and means, without limitation, any written, printed, typed, photostatic, photographed, recorded or otherwise reproduced **COMMUNICATION** or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, projections, estimates, working papers, summaries, statistical statements, financial statements or work papers, accounts, analytical No. C 03 01514 RS

records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, or other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or other COMMUNICATIONS of any type, including interoffice and intra office COMMUNICATIONS of any type, questionnaires, and surveys, charts, graphs, photographs, phonographs, films, videotapes, disks, data cells, drums, printouts and all other data compilations from which information can be obtained, any preliminary versions, drafts or revisions of any kind of the foregoing, and other writings or DOCUMENTS of whatever description or kind, whether produced or authored by YOU or by anyone else, including non-identical copies of any of the foregoing, now in YOUR possession, custody, or control.

MATTERS UPON WHICH EXAMINATION IS REQUESTED

- 1. Any transfer, assignment or succession-in-interest of the **IMMUNITY AGREEMENT**.
- 2. The existence of, including the negotiation and terms of, by assignment, transfer or otherwise, any contract or agreement between YOU and MOTOROLA relating to any type of BGAs, including FPBGAs, and any amendments, addenda, appendices, or exhibits to any contract or agreement.
- 3. YOUR performance of any contract or agreement between YOU and MOTOROLA relating to any type of BGAs, including FPBGAs.
- 4. The payment of any royalties to MOTOROLA by YOU, including the amount of such payment(s) and the basis for such payment(s).

No. C 03 01514 RS

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1	5.	The audit of ASAT Limited that was performed or	n behalf of
2	MOTOROLA.		
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4	6.	All COMMUNICATIONS by and between YOU	J and QPL relating to the
5	IMMUNITY AGRI	EEMENT and the rights and obligations granted the	reunder.
6			
7	7.	All COMMUNICATIONS by and among ASAT	Holdings, Ltd., ASAT,
8	Inc., ASAT Limited	and any other ASAT entity, relating to the IMMUN	ITY AGREEMENT
9	and the rights and obligations granted thereunder.		
10			
11	8.	All COMMUNICATIONS by and between YOU	J and QPL relating to
12	MOTOROLA.		
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14	9.	All COMMUNICATIONS by and among ASAT	Holdings, Ltd., ASAT,
15	Inc., ASAT Limited	and any other ASAT entity, relating to MOTOROI	LA.
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17	10.	All COMMUNICATIONS by and between YOU	J and QPL relating to the
18	sale of any BGAs, it	ncluding FPBGAs, to MOTOROLA.	
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20	11.	Any contracts or agreements between YOU and C	PL relating to the
21	IMMUNITY AGR	EEMENT.	
22			
23	12.	Any contracts or agreements between YOU and C	PL relating to BGAs
24	and FPBGAs.		
25			
26	13.	YOUR annual reports to the Securities and Excha	inge Commission from
27	2000 to the present a	and any statements made therein relating to agreeme	nts or disputes with
28	MOTOROLA. No. C 03 01514 RS	-5-	DOCSSFO-12388069.1-KHOPKINS
	110. C 03 01314 RD	Rule 30(b)(6) Deposition Notice To Plaintiff ASAT, Inc.	

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Commission from 2000 to the present.

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	4	15.	The formation of ASAT Holdings, Ltd., including all DOCUMENTS
	5	related thereto.	
sanue	6		
related	7	16.	YOUR corporate structure, including the relationship between ASAT
lability partnership formed in the State of Delaware. "Reed Smith" and "Reed Smith Crosby Healey LLP" refer to Keed Smith LLP and related enrues	8	Holdings, Ltd., ASA	T, Inc. and ASAT Limited.
eed ormit	9		
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ley LLP"	11	related thereto.	
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S S S S S S S S S S S S S S S S S S S	13	18.	The SUBSCRIPTION AGREEMENT, including all attachments,
nd "Reed	14	amendments, exhibi	ts, appendices and addenda thereto.
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ity partn	21	December 31, 2002.	
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¥ E	23	22.	The gross revenue and profits on sales of YOUR BGAs, including
	24	FPBGAs, between	October 30, 1999 and December 31, 2002.
	25		TO STATE OF THE PROPERTY AS A STATE OF THE PROPE
w y	26	23.	Transfer pricing of YOUR BGAs, including FPBGAs, between ASAT
	27	Limited, ASAT, Inc	and any other ASAT entity.
	28	No. C 03 01514 RS	- 6 - DOCSSFO-12368069.1-KHOPKINS
			Rule 30(b)(6) Deposition Notice To Plaintiff ASAT, Inc.

The preparation of YOUR annual reports to the Securities and Exchange

Pricing for YOUR BGAs, including FPBGAs.

24.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On July 20, 2004, I served the following document(s) by the method indicated below:

RULE 30(b)(6) DEPOSITION NOTICE TO PLAINTIFF ASAT HOLDINGS, LTD.

prepaid, in the United States mail at San Francisco	ed envelope with postage thereon fully	
by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.		
by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.		
by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.		
by placing the document(s) listed above in a sealed envelope(s) and consigning it to Federal Express for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.		
Michael A. Ladra, Esq. James C. Yoon, Esq. David H. Kramer, Esq. Theresa Norton, Esq. WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Road Palo Alto, CA 94304-1050	Philip McLeod, Esq. John D. Giffin, Esq. KEESAL, YOUNG & LOGAN Four Embarcadero Center, Suite 1500 San Francisco, CA 94111	
	below. I am readily familiar with the firm's practorrespondence for mailing. Under that practice Postal Service on that same day with postage the of business. I am aware that on motion of the pathe postal cancellation date or postage meter date deposit for mailing in this Declaration. by placing the document(s) listed above in a seal delivery of the envelope(s) to the person(s) at the by personally delivering the document(s) listed a set forth below. by placing the document(s) listed above in a seal Federal Express for guaranteed delivery on the number consignment to the address(es) set forth below. Michael A. Ladra, Esq. James C. Yoon, Esq. David H. Kramer, Esq. Theresa Norton, Esq. WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Road	

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on July 20, 2004, at San Francisco, California.

Mancy C. Tuttle

No. C 03 01514 RS

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