UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ASTRAZENECA AB, AKTIEBOLAGET HASSLE, KBI-E INC., KBI INC., and ASTRAZENECA LP. Plaintiffs, v. DEXCEL, LTD., DEXXON, LTD., DEXCEL PHARMA TECHNOLOGIES LTD., and CIPLA, LTD., Defendants.	Civil Action No. 06-358 (SLR)

PLAINTIFF ASTRAZENECA'S NOTICE OF DEPOSITION
OF DEXCEL PURSUANT TO FED. R. CIV. P. 30(b)(6)

PLEASE TAKE NOTICE that Plaintiffs AstraZeneca AB, Aktiebolaget Hässle, KBI Inc., KBI-E Inc. and AstraZeneca LP (collectively "AstraZeneca") will take the deposition of the person or persons designated by Defendants to testify as to matters known or reasonably available to Defendants Dexcel, Ltd., Dexxon, Ltd., and/or Dexcel Pharma Technologies Ltd., (collectively "Dexcel"), pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, concerning the subject matter listed in Appendix "A" hereto.

This examination will be taken before a Notary Public or other person authorized to administer oaths pursuant to Rule 28 of the Federal Rules of Civil Procedure, will be recorded by stenographic and videographic means. The deposition will take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005, on June 5, 2007 at 10:00 a.m., or at such other time and place that may be agreed upon by counsel. The deposition shall continue day-to-day until completed.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jack B. Blumenfeld

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Date: April 2, 2007

APPENDIX A

DEFINITIONS

A. "Byron" refers to Byron Chemical Company, Inc., and any owners, officers, directors, employees, agents, representatives, principals, partners, corporate parent, divisions, predecessors, subsidiaries or affiliates thereof either directly or indirectly as any of the above.

B. "Andrx" refers to Andrx Pharmaceuticals, Inc., and any owners, officers, directors, employees, agents, representatives, principals, partners, corporate parent, divisions, predecessors, subsidiaries or affiliates thereof either directly or indirectly as any of the above.

C. "Cipla" refers to Cipla, Ltd., and any owners, officers, directors, employees, agents, representatives, principals, partners, corporate parent, divisions, predecessors, subsidiaries or affiliates thereof either directly or indirectly as any of the above.

D. "Dexcel" refers to Dexcel, Ltd., Dexxon, Ltd., and/or Dexcel Pharma Technologies, Ltd., and any owners, officers, directors, employees, agents, representatives, principals, partners, corporate parent, divisions, predecessors, subsidiaries or affiliates thereof either directly or indirectly as any of the above.

E. "Plaintiff" refers to AstraZeneca AB, Aktiebolaget Hässle, KBI Inc., KBI-E Inc. and/or AstraZeneca LP.

F. The "'380 patent" means U. S. Patent No. 6,150,380, all applications to which U. S. Patent No. 6,150,380 claims or is entitled to the benefit of a filing date, in whole or in part, and including all Related parent, continuation, continuation-in-part and divisional applications and including all reissues, reexaminations and extensions.

G. "Patents-in-suit" refers to U. S. Patent Nos. 6,150,380, 4,786,505, and 4,853,230 and all applications to which these patents claim or are entitled to the benefit of a filing date, in whole or in part, and including all Related parent, continuation, continuation-in-part and divisional applications and including all reissues, reexaminations and extensions.

H. "NDA" means a New Drug Application as used in 21 U.S.C. § 355 and regulations issued by the Food and Drug Administration pursuant thereto. "ANDA" means an Abbreviated New Drug Application as used in 21 U.S.C. § 355 and regulations issued by the Food and Drug Administration pursuant thereto.

I. "FDA" means the United States Food and Drug Administration, including without limitation its employees, scientists, technicians, agents, examiners and laboratories.

J. "Omeprazole" means 5-methoxy-2-[[(4-methoxy-3,5-dimethyl-2-pyridinyl)methyl]sulfinyl]-1H-benzimidazole in any form, including bulk omeprazole, including any salt thereof.

K. "Omeprazole Formulation" means 5-methoxy-2-[[(4-methoxy-3,5-dimethyl-2-pyridinyl)methyl]sulfinyl]-1H-benzimidazole combined, mixed or otherwise present with at least one other pharmaceutically acceptable compound. An "omeprazole formulation" may include without limitation an oral dosage form comprising omeprazole, pharmaceutical suspensions comprising omeprazole, and/or other pharmaceutical preparations comprising omeprazole, such as the Dexcel NDA Product as defined herein. "Omeprazole Formulation" does not mean bulk omeprazole alone but does include without limitation omeprazole (including bulk omeprazole) with any other pharmaceutically acceptable compound.

L. "Dexcel NDA Product" means the drug product described in Dexcel's New Drug Application No. 22-032 for which FDA approval is sought for marketing in the United States.

M. "Drug master file" or "DMF" has the meanings set forth in 21 C.F.R. §314.

N. "Relating" or "Related" to any given subject means comprising constituting, containing, concerning, embodying, reflecting, identifying, stating, referring to, dealing with, or in any way pertinent to that subject.

DEPOSITION TOPICS

1. Dexcel NDA or ANDA Relating to omeprazole, including but not limited to all supplements and amendments thereto.

2. Dexcel NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

3. Communications between Dexcel and any third parties concerning The Dexcel NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

4. Communications between Dexcel and the United States Food and Drug Administration concerning The Dexcel NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

5. Communications between or among Dexcel employees and/or employees of Dexcel parents or subsidiaries concerning The Dexcel NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

6. Communications between or on behalf of Dexcel and the FDA concerning the approvable letter and all requested changes proposed, suggested or required by the FDA, and all such changes in fact made or suggested or discussed with FDA.

7. Documents Relating to the likelihood of United States Food and Drug Administration approval of Dexcel's New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

8. Correspondence with the United States Food and Drug Administration or any other United States or State regulatory agency Relating to the Dexcel NDA Product, including but not limited to documents and things Relating to the preparation of each such document or thing produced by or on behalf of Dexcel.

9. Communications between Dexcel and any third parties concerning the Dexcel NDA Product.

10. Communications between or among Dexcel employees and/or employees of Dexcel parents, subsidiaries or affiliates concerning the Dexcel NDA Product.

11. Minutes, agendas, or notes of any meetings and presentations Relating to omeprazole of or to one or more of Dexcel's Officers or Board of Directors or committees of Dexcel's Board of Directors.

12. Research and development Relating to the Dexcel NDA Product.

13. Manufacturing or importation into the United States of the Dexcel NDA Product.

14. Proposed, contemplated, actual revision to any packaging or labeling Relating to the Dexcel NDA Product.

15. Scientific publications and articles Relating to the development of the Dexcel NDA Product in the possession of any person involved in the research and development of the Dexcel NDA Product.

16. Publications authored or co-authored by any person involved in the research and development of the Dexcel NDA Product.

17. Dexcel's expected uses for the NDA Product.

18. Communications between Dexcel and any third parties concerning the Dexcel NDA Products.

19. Communications between or among Dexcel employees and/or employees of Dexcel parents, subsidiaries or affiliates concerning the Dexcel NDA Product.

20. Any and all Drug Master Files referred to or relied on in Dexcel's NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

21. Drug Master File 12827, including but not limited to the contents of Drug Master File 12827.

22. Drug Master File 4889, including but not limited to the contents of Drug Master File 4889.

23. Drug Master File 7273, including but not limited to the contents of Drug Master File 7273.

24. Owners of any and all Drug Master Files referred to or relied on in Dexcel's NDA New Drug Application No. 22-032, including but not limited to all supplements and amendments thereto.

25. Any Drug Master File for any omeprazole material used or considered for use by Dexcel for any purpose, including but not limited to all supplements and amendments thereto.

26. Communications between Dexcel and any third party concerning any Drug Master File referred to or relied on in Dexcel's NDA New Drug Application No. 22-032.

27. Notice Letters, including but not limited to any drafts, notes, meeting minutes, communications, memoranda, or discussions of content, wording or format.

28. Documents considered, created, evaluated or relied on for the preparation of the Notice Letters.

29. The "evidence Related to a sale and shipment of omeprazole by its API supplier in March 1997" referred to in the Dexcel Notice Letter of April 17, 2006.

30. The "further evidence that the omeprazole sold in March 1997 was form A omeprazole" referred to in the Dexcel Notice Letter of April 17, 2006, including but not limited to any testing, studies or analyses of the crystallinity, crystal form or crystal structure of said omeprazole; the chemical purity of said omeprazole; and any testing, studies or analyses using or relying on fourier transform infrared spectroscopy, Raman spectroscopy, x-ray powder diffraction and the like of said omeprazole.

31. Batch records for each Dexcel NDA Product manufactured to date by or on behalf of Dexcel.

32. Each component, solvent, catalyst, ingredient and each step in any process for the manufacture of omeprazole by or on behalf of Dexcel.

33. Each and every step in any process used for the manufacture of omeprazole by or on behalf of Dexcel.

34. Each and every step in any process for the manufacture of the Dexcel NDA Product by or on behalf of Dexcel, including any changes made in such processes.

35. Each and every process used to manufacture omeprazole from 1996 to present, including any changes made in such processes, by or on behalf of Dexcel.

36. Each and every process step used to make the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997.

37. Each and every crystallization conditions used in the production and/or manufacture of omeprazole by or on behalf of Dexcel, from 1996 to present, including any changes made in such conditions.

38. Crystallization conditions used in the production and/or manufacture of omeprazole by or on behalf of Dexcel including, but not limited to solvent or solvent system, solution components, seed crystals, temperature, time, volume, mass, pH, evaporation conditions and the like.

39. Results or data (including electronic results and data) concerning any testing, studies or analyses of the structure, identity or solid state properties of any omeprazole used in the Dexcel NDA Product, including but not limited to any testing, studies or analyses of the crystallinity, crystal form or crystal structure of said omeprazole; the chemical purity of said omeprazole; and any testing, studies or analyses using or relying on fourier transform infrared spectroscopy, Raman spectroscopy, x-ray powder diffraction and the like of said omeprazole.

40. Validation, testing and quality assurance of any omeprazole and all other ingredients used in the Dexcel NDA Product.

41. Bioequivalence of a Dexcel NDA Product and any PRILOSEC® formulation disclosed in the NDA for PRILOSEC® (NDA No. 019810) and any PRILOSEC OTC® formulation disclosed in the NDA for PRILOSEC OTC® (NDA No. 021229).

42. Any comparison between or among: i) PRILOSEC®; ii) PRILOSEC OTC®; iii) any Prior Art formulation or disclosure relied upon by Dexcel; iv) and any actual or contemplated formulation of omeprazole, including but not limited to comparisons of chemical, physical, optical, pharmaceutical, and/or pharmacological properties, including without limitation physical structure, crystallinity, crystal structure, tautomeric content, chemical

composition, efficacy, potency, toxicity, storage stability, dissolution, coloration, discoloration, density, particle size, moisture content, degradation profile, release profile, resistance to dissolution, and bioavailability.

43. Testing or analysis conducted on omeprazole by Dexcel or on behalf of Dexcel or otherwise available to Dexcel.

44. Testing or analysis of the Dexcel NDA Product by Dexcel or on behalf of Dexcel or otherwise available to Dexcel.

45. Testing or analysis of the Dexcel NDA Product, or any material or intermediate Relating to the Dexcel NDA Product that addresses any issue Relating to infringement of any Patent-in-Suit.

46. Core, separating layer and/or enteric layer of the Dexcel NDA Product.

47. Testing or analysis establishing whether the Dexcel NDA Product does or does not contain a subcoating.

48. Documents Relating to any property of omeprazole, including but not limited to the physical structure, chemical purity, optical purity, chemical composition and structure of any omeprazole formulation, solid state properties, crystallinity, water content, solvent content, potency, and bioavailability.

49. Property of the Dexcel NDA Product, including but not limited to the physical structure, chemical purity, optical purity, chemical composition and structure of any omeprazole formulation, solid state properties, crystallinity, water content, solvent content, potency, and bioavailability.

50. Importation into the United States; use, sale, offer for sale; purchase and preparation of any omeprazole product or material by or on behalf of Dexcel.

51. Communication with any actual, expected or potential vendors or suppliers of omeprazole.

52. Documents Relating to AstraZeneca concerning omeprazole.

53. Documents Related to any Patent-in-Suit.

54. Any patentability study or any Prior Art search concerning any Patent-in-Suit conducted by or on behalf of Dexcel or otherwise available to Dexcel.

55. Documents which Dexcel relies upon or intends to rely upon in connection with or Relating to any one or more of its affirmative defenses or any other claims, including but not limited to non-infringement, invalidity, prosecution history estoppel, and any estoppel of any claim of any Patents-in-Suit or any foreign counterparts to any Patent-in-Suit.

56. Documents Relating to the ownership, inventorship, patentability, enforceability, and infringement of any claim of any Patent-in-Suit or any foreign counterparts to any Patent-in-Suit.

57. Communication between Dexcel and any third party Relating to any Patent-in-Suit or any foreign counterparts to any Patent-in-Suit.

58. Any attempt by Dexcel to design around or to otherwise avoid any claim of one or more of any Patent-in-Suit or any foreign counterpart to any Patent-in-Suit.

59. Meaning of any claim limitation of any Patent-in-Suit or any foreign counterpart to any Patent-in-Suit.

60. All documents and things Relating to any patent, patent application, supplemental protection certificate, and patent term extension disclosing, claiming or Relating to omeprazole owned by or licensed to Dexcel.

61. Patentability or validity of any patent disclosing, claiming or Relating to omeprazole owned by or licensed to Dexcel.

62. Any alleged prior public use or sale within the meaning of 35 U.S.C. §102(b) that may constitute Prior Art to any Patent-in-Suit.

63. Alleged Prior Art to any Patent-in-Suit.

64. Identity, position and responsibilities of all Dexcel personnel involved in interacting with the United States Food and Drug Administration with regard to the Dexcel NDA Product.

65. Identity of all persons involved in the research and development Relating to the Dexcel NDA Product including but not limited to organizational charts and documents identifying each such person's position, responsibilities and time period the position was held.

66. Identity of all persons involved in or responsible for the development of any process used to make bulk omeprazole used or contemplated for use in the Dexcel NDA Product including but not limited to organizational charts and documents and things identifying each person's position, responsibilities and time period the position was held.

67. Corporate, management and personnel organizational structure of Dexcel, including each parent, subsidiary or affiliate.

68. All organizational charts for any department, unit, group or division of Dexcel involved in the research and development Relating to the Dexcel NDA Product.

69. Business or scientific collaboration between Dexcel and any third party Relating to omeprazole.

70. Business plan or marketing plan Relating to the Dexcel NDA Product.

71. Licensing or approval of any production facility or plant by any agency of any State or the Federal government of the United States for the production of the Dexcel NDA Product.

72. Electronic databases owned or controlled by Dexcel containing information Relating to omeprazole.

73. All communications, including electronic mail communications, Relating to the Dexcel NDA Product to or from any employee of Dexcel, including any corporate parent, subsidiary or affiliate.

74. Dexcel's policies for maintaining, destroying, updating, or retaining documents or files, whether in its computer system, email system, telephone system, or paper copies.

75. Documents identified, referred to, or relied upon in providing Fed. R. Civ. P. 26(a)(1) disclosure and in responding to AstraZeneca's prior interrogatories and requests served in this action.

76. Communications with the FDA relating to the Dexcel NDA Product, including but not limited to any communication sent to or from the FDA after February 8, 2006.

77. Communications with the FDA relating to NDA No. 22-032, including but not limited to any communication sent to or from the FDA after February 8, 2006.

78. Communications with the FDA relating to omeprazole, including but not limited to any communication sent to or from the FDA after February 8, 2006.

79. Communications with Lachman Consultant Services, Inc. relating to NDA No. 22-032 or the Dexcel NDA Product.

80. Testing or analyses of the bioequivalence, bioavailability, or stability of the Dexcel NDA Product as compared to Prilosec® or Prilosec OTC®, including any testing or analyses not submitted to the FDA or otherwise included in NDA No. 22-032.

81. Testing or analyses of the efficacy of the Dexcel NDA Product as compared to any omeprazole formulation, including any testing not submitted to the FDA or otherwise included in NDA No. 22-032.

82. Testing or analyses of the Dexcel NDA Product involving application of one or more dosages over a period greater than 24 hours conducted by or on behalf of Dexcel or otherwise available to Dexcel, including any testing or analyses not submitted to the FDA or otherwise included in the NDA.

83. Testing, analyses, or comparisons made between the Dexcel NDA Product and any omeprazole product sold by Dexcel outside the United States.

84. Modifications made to the formulation of any omeprazole product sold by Dexcel outside the United States and used in the formulation of the Dexcel NDA Product.

85. Modifications made to the formulation of any omeprazole product sold by Dexcel outside the United States for the purpose of designing around any of the Patents-in-suit.

86. Differences, if any, between the formulation of the Dexcel NDA Product and any product sold by Dexcel outside the United States.

87. Agreements or communications with Cipla relating to omeprazole.

88. Documents relating to any omeprazole made by Cipla, including tests on omeprazole such as x-ray crystal or powder diffraction.

89. Omeprazole used or evaluated by Dexcel, other than omeprazole made by Cipla.

90. Testing or analyses of omeprazole, other than omeprazole made by Cipla, as compared to omeprazole made by Cipla, Prilosec® or Prilosec OTC®.

91. Testing or analysis of any omeprazole formulation or product containing omeprazole sold or distributed by or on behalf of Dexcel anywhere in the world after June 22,1999, including but not limited to any testing or analysis relating to the presence or absence of a subcoating, an enteric coating, any excipients, and/or the crystalline or chemical form of omeprazole contained in such formulation or product.

92. Any product, process, or formulation described or claimed or attempted to be claimed in PCT Publication No. WO 2000/78284, including but not limited to any correspondence, testing or analyses related to such product, process or formulation.

93. Testing or analysis of any product or formulation described or claimed or attempted to be claimed in PCT Publication No. WO 2000/78284 that was made, sold or distributed by or on behalf of Dexcel anywhere in the world after June 22,1999, including but not limited to any testing or analysis relating to the presence or absence of a subcoating, an enteric coating, any excipients, and/or the crystalline or chemical form of omeprazole contained in such formulation or product.

94. Any opposition proceedings brought against AstraZeneca's Israeli Patent Nos. 82911 and 82910, including but not limited to any correspondence, testing or analyses related to such proceedings.

95. Dexcel's NDA Product, including but not limited to the amount of omeprazole form A it contains.

96. Whether the Omeprazole used in Dexcel's NDA Product is a non-salt racemate as that term is used in the claims of the '380 patent.

97. Whether the Omeprazole used in Dexcel's NDA Product provides an X-ray powder diffraction pattern exhibiting substantially the same d-values as shown in claim 1 of the '380 patent.

98. The Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997, and whether it meets each and every limitation of claim 1 of the '380 patent.

99. Whether the Cipla omeprazole that Dexcel intends to sell in the United States is the same as the Cipla omeprazole Dexcel contends was sold in the United States prior to November 10, 1997.

100. Any investigation, documents or knowledge regarding whether the Cipla omeprazole that Dexcel intends to sell in the United States is the same as the Cipla omeprazole Dexcel contends was sold in the United States prior to November 10, 1997.

101. Whether the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997 is omeprazole Form A which is substantially free of other forms of omeprazole.

102. Any investigation, documents or knowledge regarding whether the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997 is omeprazole Form A which is substantially free of other forms of omeprazole.

103. Each and every process step used to make the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997.

104. Any investigation, determination or knowledge regarding whether the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997 was made by using each and every process step of claim 5 of the '380 patent.

105. Any investigation, documents or knowledge regarding whether each and every batch of the Cipla omeprazole is made using the same process and manufacturing steps.

106. Any investigation, documents or knowledge regarding whether each and every batch of the Cipla omeprazole has the same X-ray diffraction pattern.

107. Any investigation, documents or knowledge regarding whether each and every batch of Cipla omeprazole is omeprazole Form A which is substantially free of other forms of omeprazole.

108. Any investigation, documents or knowledge regarding whether each and every batch of Cipla omeprazole when characterized by Raman spectroscopy does not exhibit a band at $1364cm^{-1}$.

109. All tests or analyses conducted by Dexcel or on Dexcel's behalf on any omeprazole substance wherein such tests or analyses are useful to determine the polymorphic or crystalline form of omeprazole, the tautomeric form of omeprazole, the 5-methoxy and/or 6-methoxy isomer content of omeprazole, or the ratio of 6-methoxy to 5-methoxy isomer content in omeprazole, including but not limited to the nature or identity of the test or analysis, the analytical technique and instruments employed, the date(s) on which such test or analysis was conducted, the batch and lot number of the omeprazole sample tested, all documents, data and/or communications generated as a result of such test or analysis and all persons involved in conducting such test or analysis.

CERTIFICATE OF SERVICE

I hereby certify that on April 2, 2007, I electronically filed the foregoing with the Clerk of the Court using CM/ECF, which will send notification of such filing to Richard D. Kirk.

I further certify that I caused to be served copies of the foregoing document on April 2, 2007 upon the following in the manner indicated:

BY HAND & E-MAIL

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