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 CIPLA, LTD. 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 Cipla, Ltd. to testify as to matters known or reasonably available to Cipla, Ltd., 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 8, 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. DMF 12827, including but not limited to the original text and all annual reports, updates, supplements and amendments thereto.

2. Documents Relating to any DMF owned by Cipla concerning omeprazole.

3. Communications between Cipla and the FDA concerning DMF 12827.

4. Communications between Cipla and any third party concerning DMF 12827.

5. Communications between Cipla and Dexcel concerning DMF 12827.

6. Communications between Cipla and Andrx or Byron Chemical concerning DMF 12827.

7. Documents Relating to Dexcel NDA No. 22-032.

8. Communications between Cipla and Dexcel concerning Dexcel NDA No. 22-032.

9. Communications between Cipla and Dexcel Relating to omeprazole.

10. Agreements between Cipla and Dexcel concerning omeprazole.

11. Communications between Cipla and Andrx concerning omeprazole.

12. Communications between Cipla and Byron Chemical concerning omeprazole.

13. Agreements between Cipla and Andrx concerning omeprazole.

14. Agreements between Cipla and Byron Chemical concerning omeprazole.

15. Communications between Cipla and any third party concerning omeprazole.

16. Documents Relating to the Dexcel NDA product.

17. Communications between Cipla and Dexcel concerning the Dexcel NDA product.

18. Communications between or among Cipla employees and/or employees of Cipla parents, subsidiaries or affiliates concerning any Omeprazole Formulation, including but not limited to the Dexcel NDA product.

19. Communications between or among Cipla employees and/or employees of Cipla parents, subsidiaries or affiliates concerning omeprazole.

20. Cocuments Relating to any Omeprazole Formulation.

21. Documents Relating to the Dexcel Omeprazole Formulation.

22. Manufacturing process or processes employed by Cipla to make omeprazole.

23. Each step in any process used by Cipla for the manufacture of omeprazole.

24. Batch records and documents for each batch and lot of omeprazole made by Cipla since 1996.

25. Research and development Relating to omeprazole.

26. Manufacture and exportation of omeprazole to the United States by Cipla since 1996.

27. Manufacture and exportation of omeprazole by Cipla on behalf of or to Dexcel.

28. Results or data (including electronic results and data in electronic form) concerning any testing, studies or analyses of the structure, identity or solid state properties of any omeprazole 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, single crystal x-ray crystallography, solid state NMR and the like of said omeprazole; including any such testing or analysis as described herein done on behalf of Cipla by a third party or by Cipla.

29. Results or data (including electronic results and data in electronic form) concerning any testing, studies or analyses of the structure, identity or solid state properties of any omeprazole used in a 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, single crystal x-ray crystallography, solid state NMR and the like of said omeprazole; including any such testing or analysis as described herein done on behalf of Cipla by a third party or by Cipla.

30. Any testing or analyses that addresses any issue Relating to infringement of any Patent-in-Suit.

31. Documents Relating to the validity of any of the Patents-in-Suit.

32. Documents Relating to any Patent-in-Suit.

33. Documents Relating to the ownership, inventorship, patentability, enforceability and infringement of any Patent-in-Suit.

34. Documents Relating to any property of any Omeprazole Formulation, 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.

35. Documents Relating to any 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.

36. Any testing or analysis and interpretation of data (including electronic data in electronic form), including but not limited to solid state analysis, solid state NMR, x-ray powder diffraction, fourier transform infrared spectroscopy, Raman spectroscopy and single crystal x-ray diffraction of all lots of Cipla omeprazole batch numbers FX7061; FX6107; FX6273; FX7246; F80453; F80463; FX9311; FX9593; FX0284; FX0341; F10034; F10035; F10128; F10129; F40615, F40618; F50071; F20070; FX8128; F90165; FX9329; F90105; F90443; FX9274; FX0323; FX90458; FX9566; FX1066; F20789; F20897; F20453; FX7061; FX8212; FX8213; FX7268; FX6311; FX7341; FX6346; FX1231; FX1232; FX1233; FX31213; FX31214; and FX31215.

37. Communications between Cipla and Dexcel concerning all lots of Cipla omeprazole batch numbers FX7061; FX6107; FX6273; FX7246; F80453; F80463; FX9311; FX9593; FX0284; FX0341; F10034; F10035; F10128; F10129; F40615, F40618; F50071; F20070; FX8128; F90165; FX9329; F90105; F90443; FX9274; FX0323; FX90458; FX9566; FX1066; F20789; F20897; F20453; FX7061; FX8212; FX8213; FX7268; FX6311; FX7341; FX6346; FX1231; FX1232; FX1233; FX31213; FX31214; and FX31215.

38. Communications between Cipla and Andrx or Byron Chemical concerning all lots of Cipla omeprazole batch numbers FX7061; FX6107; FX6273; FX7246; F80453; F80463; FX9311; FX9593; FX0284; FX0341; F10034; F10035; F10128; F10129; F40615, F40618; F50071; F20070; FX8128; F90165; FX9329; F90105; F90443; FX9274; FX0323; FX90458; FX9566; FX1066; F20789; F20897; F20453; FX7061; FX8212; FX8213; FX7268; FX6311; FX7341; FX6346; FX1231; FX1232; FX1233; FX31213; FX31214; and FX31215.

39. Communications between Cipla and any third party concerning all lots of Cipla omeprazole batch numbers FX7061; FX6107; FX6273; FX7246; F80453; F80463; FX9311; FX9593; FX0284; FX0341; F10034; F10035; F10128; F10129; F40615, F40618; F50071; F20070; FX8128; F90165; FX9329; F90105; F90443; FX9274; FX0323; FX90458; FX9566; FX1066; F20789; F20897; F20453; FX7061; FX8212; FX8213; FX7268; FX6311; FX7341; FX6346; FX1231; FX1232; FX1233; FX31213; FX31214; and FX31215.

40. Determination of the 5-methoxy and/or 6-methoxy isomer content of any omeprazole.

41. Determination of the 5-methoxy and/or 6-methoxy isomer content of any omeprazole sold or offered for sale to Dexcel.

42. Determination of the 5-methoxy and/or 6-methoxy isomer content of any omeprazole sold or offered for sale in the United States prior to November 10, 1997.

43. Determination of the ratio of 6-methoxy to 5-methoxy isomers in any omeprazole.

44. Determination of the ratio of 6-methoxy to 5-methoxy isomers in any omeprazole sold or offered for sale to Dexcel.

45. Determination of the ratio of 6-methoxy to 5-methoxy isomers in any omeprazole sold or offered for sale in the United States prior to November 10, 1997.

46. Determination of the Form A and/or Form B content, as defined by the '380 patent, in any omeprazole.

47. Determination of the Form A and/or Form B content, as defined by the '380 patent, in any omeprazole sold or offered for sale to Dexcel.

48. Determination of the Form A and/or Form B content, as defined by the '380 patent, in any omeprazole sold or offered for sale in the United States prior to November 10, 1997.

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

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

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

52. Crystallization conditions used in the production and/or manufacture of omeprazole by Cipla for sale or offer for sale in the United States prior to November 10, 1997 including, but not limited to, solvent or solvent system, solution components, seed crystals, temperature, time, volume, mass, pH, evaporation conditions and the like.

53. Exportation to the United States; use, sale, offer for sale; purchase and preparation of any omeprazole.

54. Exportation into the United States; use, sale, offer for sale; purchase and preparation of any omeprazole on behalf of Dexcel.

55. Exportation into the United States; use, sale, offer for sale; purchase and preparation of any omeprazole on behalf of Andrx.

56. Exportation into the United States; use, sale, offer for sale; purchase and preparation of any omeprazole on behalf of Byron Chemical.

57. Shipment or sale or offer for sale of omeprazole to the United States on or before November 10, 1997.

58. Communications Relating to any shipment or sale or offer for sale of omeprazole to the United States on or before November 10, 1997.

59. Documents Relating to AstraZeneca concerning omeprazole.

60. Documents Relating to AstraZeneca concerning the Dexcel NDA Product.

61. Identity, position and responsibility of all Cipla personnel involved in interacting with the United States Food and Drug Administration with regard to omeprazole.

62. Identity, position and responsibility of all Cipla personnel involved in interacting with the United States Food and Drug Administration with regard to DMF 12827.

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

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

65. Identity of all persons involved in or responsible for the development, drafting, research or advice directed to Dexcel NDA No. 22-032 including but not limited to

organizational charts and documents identifying each such person's position, responsibilities and time period position was held.

66. Identity of all persons involved in or responsible for the development, drafting, research or advice directed to DMF 12827 including but not limited to organizational charts and documents identifying each such person's position, responsibilities and time period position was held.

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

68. Licensing or approval of any production facility or plant by any agency of any State or Federal government of the United States for the production of omeprazole.

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

70. Electronic databases owned or controlled by Cipla containing information Relating to omeprazole.

71. Communications, including electronic mail communications, Relating to the Dexcel NDA product to or from any employee of Cipla, including any corporate parent, subsidiary or affiliate.

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

73. 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.

74. All persons who participated in the research, preparation, writing or submission of DMF 12827.

75. Tests or analyses conducted by Cipla 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.

76. Each and every process used by Cipla to manufacture omeprazole from 1996 to present, including any changes made in such processes.

77. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel contains omeprazole form A as that term is used in the claims of the '380 patent.

78. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel infringes at least claim 1 of the '380 patent

79. Any investigation, documents or knowledge regarding whether each and every batch of the omeprazole Cipla has provided to Dexcel infringes claim 1 of the '380 patent.

80. Any investigation, documents or knowledge regarding whether some batches of the omeprazole Cipla has sold in the U.S. or provided to third parties for formulation infringe claim 1 of the '380 patent.

81. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel is a non-salt racemate as that term is used in the claims of the '380 patent.

82. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel provides an X-ray powder diffraction pattern exhibiting substantially the same d-values as shown in claim 1 of the '380 patent.

83. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel contains at least 90% form A as that term is used in the claims of the '380 patent.

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

85. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel was made by using each and every process step of claim 5 of the '380 patent.

86. Whether some batches of the omeprazole Cipla has provided to Dexcel were made by using each and every process step of claim 5 of the '380 patent.

87. Any investigation, documents or knowledge regarding whether every batch of the omeprazole Cipla has sold in the U.S. or provided to a third party for formulation is made using the same process and manufacturing steps.

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

89. Any investigation, documents or knowledge regarding whether each and every batch of the omeprazole Cipla has provided to Dexcel is omeprazole Form A which is substantially free of other forms of omeprazole.

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

91. Any investigation, documents or knowledge regarding whether the Cipla omeprazole that Dexcel contends was sold in the United States prior to November 10, 1997 meets each and every limitation of claim 1 of the '380 patent.

92. Any investigation, documents or knowledge regarding whether the omeprazole Cipla has provided to Dexcel is the same as the Cipla omeprazole Dexcel contends was sold in the United States prior to November 10, 1997.

93. 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.

94. Any investigation, documents 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.

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:

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