IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

ADVANCED MICRO DEVICES, INC. and AMD INTERNATIONAL SALES & SERVICE, LTD.,)))	
Plaintiffs,)	
)	C. A. No. 05-441 (JJF)
V.)	
INTEL CORPORATION and INTEL KABUSHIKI KAISHA,)	
)	
Defendants.)	
IN RE:		
)	MDL Docket No. 05-1717 (JJF)
INTEL CORP. MICROPROCESSOR)	
ANTITRUST LITIGATION)	
PHIL PAUL, on behalf of himself)	
and all others similarly situated,)	C.A. No. 05-485-JJF
Plaintiffs,) }	CONSOLIDATED ACTION
	ý	
v.)	
INTEL CORPORATION,)	
)	

NOTICE OF ISSUANCE OF SUBPOENAS DUCES TECUM

PLEASE TAKE NOTICE that, on or before August 18, 1006, pursuant to Rule 45

of the Federal Rules of Civil Procedure, Defendants Intel Corporation and Intel

Kabushiki Kaisha, by their counsel, have issued subpoenas duces tecum with

accompanying schedules of document requests (attached hereto as Exhibits 1-2), which

have been or will be served, on the third parties listed below.

The subpoenas command each third party to produce documents and things, pursuant to Rule 45, Fed. R. Civ. P., concerning the categories identified in Schedule A attached to each subpoena. The document production will take place within 30 days of service of the subpoenas, at the locations listed below, or at such alternative dates, times, and/or locations as may be mutually agreed upon by counsel.

The subpoenaed parties are:

Name

ATI Technologies, Inc. c/o CT Corporation System 111 8th Avenue New York, NY 10011

ATI Technologies, Inc. c/o Steven K Walgren 155 Arovista Circle Brea, CA 92821

Date/Location of Document Production

September 18, 2006 (Ex. 1) Howrey LLP 153 East 53rd Street, 54th Floor New York, NY 10022

September 18, 2006 (Ex. 2) Howrey LLP 550 South Hope Street, Suite 1100 Los Angeles, CA 90071

OF COUNSEL:

Robert E. Cooper Daniel S. Floyd Gibson, Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 900071 (213) 229-7000

Peter E. Moll Darren B. Bernhard Howrey LLP 1299 Pennsylvania Avenue N.W. Washington, DC 20004 (202) 783-0800

Richard A. Ripley BINGHAM McCUTCHEN LLP 2020 K Street, N.W. Washington, DC 20006 Telephone: (202) 373-6000 Facsimile: (202) 373-6001

David M. Balabanian Christopher B. Hockett BINGHAM McCUTCHEN LLP Three Embarcadero Center San Francisco, CA 94111-4067 Telephone: (415) 393-2000 Facsimile: (415) 393-2268

Dated: August 18, 2006

POTTER ANDERSON & CORROON LLP

By: W. Hording.

Richard L. Horwitz (#2246) W. Harding Drane, Jr. (#1023) Hercules Plaza, 6th Floor 1313 N. Market Street P.O. Box 951 Wilmington, DE 19899-0951 (302) 984-6000 rhorwitz@potteranderson.com wdrane@potteranderson.com

Attorneys for Defendants Intel Corporation and Intel Kabushiki Kaisha

EXHIBIT 1

Issued by the UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

Advanced Micro Devices, Inc. and AMD International Sales & Services, Ltd.

v.

Intel Corporation and Intel Kabushiki Kaisha

SUBPOENA IN A CIVIL CASE

Case Number:¹

05-441-JJF United States District Court, District of Delaware

TO: ATI Technologies, Inc. c/o CT Corporation System 111 8th Avenue New York, NY 10011

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to

testify in the above case.

PLACE OF TESTIMONY	COURTROOM
PLACE OF TESTIMONY	
	DATE AND TIME
	1

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition

in the above case.

PLACE OF DEPOSITION	DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the

place, date, and time specified below (list documents or objects):

See Schedule A attached hereto

PLACE	DATE AND TIME
Howrey LLP	
153 East 53rd Street, 54th Floor, New York, NY 10022	September 18, 2006
YOU ARE COMMANDED to permit inspection of the following pre	emises at the date and time specified below.
PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)		DATE
W. Hording San1.	Attorney for Defendants	August 18, 2006
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER		
W. Harding Drane, Jr.		
Potter Anderson & Corroon LLP		
1313 North Market Street, 6th Floor, Wilmington, DE 19899		
(302) 984-6019		

commanded.

AO88 (Rev. 1/94) Subpoena in a Civil Case	
PROOF OF	SERVICE
	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE
DECLARATIO	N OF SERVER
I declare under penalty of perjury under the laws of the contained in the Proof of Service is true and correct.	e United States of America that the foregoing information
Executed on DATE	SIGNATURE OF SERVER ADDRESS OF SERVER
	party to travel to a place more than 100 miles from the place where that
Rule 45, Federal Rules of Civil Procedure, Parts C & D: (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.	person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from
(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee	 any such place within the state in which the trial is held, or (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or (iv) subjects a person to undue burden. (B) If a subpoena (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.	 (ii) requires disclosure of an unretained expert=s opinion or information not describing specific events or occurrences in dispute and resulting from the expert=s study made not at the request of any party, or (iii) requires a person who is not a party or an officer of a
(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon	party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions. (d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

notice to the person commanded to produce, move at any time for an

order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from

significant expense resulting from the inspection and copying

- fails to allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a

SCHEDULE A

DEFINITIONS

1. The term "AMD" means Advanced Micro Devices, Inc. and AMD International Sales & Service, Ltd. and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents, and other representatives of Advanced Micro Devices, Inc., and AMD International Sales & Service, Ltd.

2. The term "Intel" means Intel Corporation and Intel Kabushiki Kaisha and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents, and other representatives of Intel Corporation and Intel Kabushiki Kaisha.

3. The term "ATI," "your," or "you" means ATI Technologies, Inc. and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents and other representatives of ATI.

4. The term "person" means any natural person or legal entity, including, but not limited to, any corporation, partnership, proprietorship, firm, trust, association, government entity, organization or group of persons.

5. The term "customer" means any actual or potential purchaser of microprocessors or computer systems that incorporate microprocessors, including, but not limited to original equipment manufacturers ("OEMs"), distributors, retailers, dealers, original design manufacturers ("ODMs"), system builders, distributors, assemblers, and resellers.

6. The term "representative" means any employee, consultant, expert, attorney, contractor or other individual or entity engaged by the designated individual or entity to perform some task or assignment for the individual or entity.

7. The term "communication" means the transmittal of information and encompasses every medium of information transmittal, including, but not limited to, oral, written, graphic and electronic communication.

8. The term "document" is synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy constitutes a separate document within the meaning of the term.

9. The terms "relate to," "relating to," "related to," "refer to," "referring to" or "concerning" mean constituting, pertaining to, making reference to, comprising, evidencing, alluding to, responding to, connected with, commenting on, with respect to, about, regarding, resulting from, embodying, explaining, supporting, discussing, showing, describing, reflecting, analyzing, setting forth, in respect of, having a direct relationship to or in any way being factually, legally or logically connected to, in whole or in part, the stated subject matter.

10. Any term stated in the singular includes the plural and vice versa.

11. "Any" and "each" are understood to include and encompass "all."

12. Whenever the conjunctive is used, it shall also be taken in the disjunctive, and vice versa.

INSTRUCTIONS

1. Documents to be produced include documents in your possession, custody, or control wherever located.

2. Unless otherwise specifically stated herein, the time period covered by each of these requests is from January 1, 2004 to the date this subpoena was issued.

3. Documents must be produced as they are kept in the usual course of business, or must be organized and labeled to correspond to the document requests by number.

4. To the extent that you withhold from production any responsive document on the grounds of a claim of privilege or attorney work product, please provide the total number of responsive documents withheld from production. You are not required to provide at the time of production a privilege log or other description of the nature of any such documents. Intel expressly reserves its right to seek a privilege log at a later date.

DOCUMENT REQUESTS

1. All documents that relate to ATI's decision to be acquired by AMD, including but not limited to the transaction's strategic rationale, growth opportunities, and financial projections of the transaction's actual or potential effect on any aspect of either company's or the combined company's business performance.

2. All documents provided to AMD and ATI shareholders and investors relating to AMD's acquisition of ATI, including but not limited to corporate presentations, strategic analyses and risks, and revenue forecasts.

3. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on competition in chipsets, graphics processors and/or microprocessors.

4. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on any initiative by AMD for the purpose of improving performance or competitive positioning against Intel's Stable Image Platform Program and/or for the purpose of improving AMD's own stable image program.

5. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on AMD's competitiveness in the mobile market segment, including, but not limited to, on addressing any deficiencies of AMD's product offerings or technology for mobile or ultra-mobile PCs.

6. All documents that discuss or concern the potential or actual effect of AMD's acquisition of ATI on Intel's or AMD's business or business practices.

7. All documents that discuss, concern or relate to AMD's capability to finance the acquisition of ATI, including but not limited to financing options and cash reserves.

8. All documents that discuss or concern communications between ATI and third parties relating to AMD's capability to finance the acquisition of ATI.

9. All documents that discuss or concern AMD's financing structure for the acquisition of ATI.

10. All documents that discuss, concern or relate to the financial terms of the AMD – ATI acquisition agreement.

11. All documents that discuss or concern the strategic value of the acquisition of ATI for AMD.

12. All documents that discuss, concern or relate to the impact of AMD's acquisition of ATI on Intel.

13. All communications between AMD and ATI that refer or relate to AMD's acquisition of ATI.

14. All documents that discuss or concern the potential or actual impact or effect of AMD's acquisition of ATI on AMD's ability to provide total platform solutions to customers.

15. All documents that discuss or concern the potential or actual impact or effect of AMD's acquisition of ATI on AMD's product integration capabilities or plans.

16. For the period January 1, 2002 to the present, all documents relating to AMD's Commercial Stable Image Platform program, including, but not limited to, the relative success or failure of the program in meeting its objective of offering disk image stability.

17. For the period January 1, 2002 to the present, all documents relating to comparisons between Intel's Stable Image Platform Program and AMD's Commercial Stable Image Platform program.

18. For the period January 1, 2002 to the present, all documents relating to ATI's participation in AMD's Commercial Stable Image Platform program, including, but not limited to, any problems encountered by ATI in implementing the program and/or achieving disk image stability for corporate PCs.

19. For the period January 1, 2002 to the present, all documents that discuss or concern any actual or perceived underperformance by AMD in the consumer, corporate, and/or mobile market segments prior to AMD's acquisition of ATI.

20. For the period January 1, 2002 to the present, all documents that discuss or concern AMD's ability to deliver integrated platforms designed to extend battery life in the mobile segment as a result of AMD's acquisition of ATI.

21. All documents that discuss or concern the potential or actual effect of AMD's acquisition of ATI on AMD's competitiveness, and the actual or perceived benefits AMD expects to enjoy in the consumer, corporate, and/or mobile market segments by acquiring ATI.

22. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on AMD's semiconductor manufacturing operations, including, but not limited to, the manufacturing of any ATI-designed products in AMD fabs.

EXHIBIT 2

Issued by the UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Advanced Micro Devices, Inc. and AMD International Sales & Services, Ltd.

v.

Intel Corporation and Intel Kabushiki Kaisha

SUBPOENA IN A CIVIL CASE

Case Number:¹

05-441-JJF United States District Court, District of Delaware

TO: ATI Technologies, Inc. c/o Steven K Walgren 155 Arovista Circle Brea, CA 92821

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to

testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition

in the above case.

PLACE OF DEPOSITION	DATE AND TIME

X YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the

place, date, and time specified below (list documents or objects):

See Schedule A attached hereto

PLACE	DATE AND TIME
Howrey LLP	
550 South Hope Street, Suite 1100, Los Angeles, CA 90071	September 18, 2006
YOU ARE COMMANDED to permit inspection of the following premises at the dat	e and time specified below.
PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FO	R PLAINTIFF OR DEFENDANT)	DATE
W. Harding Atal		August 18, 2006
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER		
W. Harding Drane, Jr.		
Potter Anderson & Corroon LLP		
1313 N. Market Street, 6 th Floor, Wilmingon, DE 19899		
(302) 984-6019		

PROOF OF	
DATE	PLACE
SERVED SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE
DECLARATIO	N OF SERVER
I declare under penalty of periury under the laws of th	e United States of America that the foregoing information
contained in the Proof of Service is true and correct.	
Executed on	
DATE	SIGNATURE OF SERVER
	ADDRESS OF SERVER
Rule 45, Federal Rules of Civil Procedure, Parts C & D:	party to travel to a place more than 100 miles from the place where that
	person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule,
(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.	such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue	 (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and	(iv) subjects a person to undue burden.
impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and	(B) If a subpoena
reasonable attorney's fee	(i) requires disclosure of a trade secret or other
(2) (A) A person commanded to produce and permit inspection and	confidential research, development, or commercial information, or (ii) requires disclosure of an unretained expert=s opinion
copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of	or information not describing specific events or occurrences in dispute and resulting from the expert=s study made not at the request of any
production or inspection unless commanded to appear for deposition, hearing or trial	party, or (iii) requires a person who is not a party or an officer of a
(B) Subject to paragraph (d) (2) of this rule, a person	party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by
commanded to produce and permit inspection and copying may, within	the subpoena, quash or modify the subpoena, or, if the party in who
14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon	behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue
the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the	hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order
premises If objection is made, the party serving the subpoena shall not	appearance or production only upon specified conditions.
be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If	(d) DUTIES IN RESPONDING TO SUBPOENA.
objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an	(1) A person responding to a subpoena to produce documents shall
order to compet the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from	produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the
significant expense resulting from the inspection and copying commanded	demand

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

DEFINITIONS

1. The term "AMD" means Advanced Micro Devices, Inc. and AMD International Sales & Service, Ltd. and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents, and other representatives of Advanced Micro Devices, Inc., and AMD International Sales & Service, Ltd.

2. The term "Intel" means Intel Corporation and Intel Kabushiki Kaisha and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents, and other representatives of Intel Corporation and Intel Kabushiki Kaisha.

3. The term "ATI," "your," or "you" means ATI Technologies, Inc. and any parent, subsidiary or affiliate entities, as well as the owners, partners, officers, directors, employees, agents and other representatives of ATI.

4. The term "person" means any natural person or legal entity, including, but not limited to, any corporation, partnership, proprietorship, firm, trust, association, government entity, organization or group of persons.

5. The term "customer" means any actual or potential purchaser of microprocessors or computer systems that incorporate microprocessors, including, but not limited to original equipment manufacturers ("OEMs"), distributors, retailers, dealers, original design manufacturers ("ODMs"), system builders, distributors, assemblers, and resellers.

6. The term "representative" means any employee, consultant, expert, attorney, contractor or other individual or entity engaged by the designated individual or entity to perform some task or assignment for the individual or entity.

7. The term "communication" means the transmittal of information and encompasses every medium of information transmittal, including, but not limited to, oral, written, graphic and electronic communication.

8. The term "document" is synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy constitutes a separate document within the meaning of the term.

9. The terms "relate to," "relating to," "related to," "refer to," "referring to" or "concerning" mean constituting, pertaining to, making reference to, comprising, evidencing, alluding to, responding to, connected with, commenting on, with respect to, about, regarding, resulting from, embodying, explaining, supporting, discussing, showing, describing, reflecting, analyzing, setting forth, in respect of, having a direct relationship to or in any way being factually, legally or logically connected to, in whole or in part, the stated subject matter.

10. Any term stated in the singular includes the plural and vice versa.

11. "Any" and "each" are understood to include and encompass "all."

12. Whenever the conjunctive is used, it shall also be taken in the disjunctive, and vice versa.

INSTRUCTIONS

1. Documents to be produced include documents in your possession, custody, or control wherever located.

2. Unless otherwise specifically stated herein, the time period covered by each of these requests is from January 1, 2004 to the date this subpoena was issued.

3. Documents must be produced as they are kept in the usual course of business, or must be organized and labeled to correspond to the document requests by number.

4. To the extent that you withhold from production any responsive document on the grounds of a claim of privilege or attorney work product, please provide the total number of responsive documents withheld from production. You are not required to provide at the time of production a privilege log or other description of the nature of any such documents. Intel expressly reserves its right to seek a privilege log at a later date.

DOCUMENT REQUESTS

1. All documents that relate to ATI's decision to be acquired by AMD, including but not limited to the transaction's strategic rationale, growth opportunities, and financial projections of the transaction's actual or potential effect on any aspect of either company's or the combined company's business performance.

2. All documents provided to AMD and ATI shareholders and investors relating to AMD's acquisition of ATI, including but not limited to corporate presentations, strategic analyses and risks, and revenue forecasts.

3. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on competition in chipsets, graphics processors and/or microprocessors.

4. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on any initiative by AMD for the purpose of improving performance or competitive positioning against Intel's Stable Image Platform Program and/or for the purpose of improving AMD's own stable image program.

5. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on AMD's competitiveness in the mobile market segment, including, but not limited to, on addressing any deficiencies of AMD's product offerings or technology for mobile or ultra-mobile PCs.

6. All documents that discuss or concern the potential or actual effect of AMD's acquisition of ATI on Intel's or AMD's business or business practices.

7. All documents that discuss, concern or relate to AMD's capability to finance the acquisition of ATI, including but not limited to financing options and cash reserves.

8. All documents that discuss or concern communications between ATI and third parties relating to AMD's capability to finance the acquisition of ATI.

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All documents that discuss, concern or relate to the financial terms of the
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17. For the period January 1, 2002 to the present, all documents relating to comparisons between Intel's Stable Image Platform Program and AMD's Commercial Stable Image Platform program.

18. For the period January 1, 2002 to the present, all documents relating to ATI's participation in AMD's Commercial Stable Image Platform program, including, but not limited to, any problems encountered by ATI in implementing the program and/or achieving disk image stability for corporate PCs.

19. For the period January 1, 2002 to the present, all documents that discuss or concern any actual or perceived underperformance by AMD in the consumer, corporate, and/or mobile market segments prior to AMD's acquisition of ATI.

20. For the period January 1, 2002 to the present, all documents that discuss or concern AMD's ability to deliver integrated platforms designed to extend battery life in the mobile segment as a result of AMD's acquisition of ATI.

21. All documents that discuss or concern the potential or actual effect of AMD's acquisition of ATI on AMD's competitiveness, and the actual or perceived benefits AMD expects to enjoy in the consumer, corporate, and/or mobile market segments by acquiring ATI.

22. All documents that discuss, concern, or relate to any potential or actual effect of AMD's acquisition of ATI on AMD's semiconductor manufacturing operations, including, but not limited to, the manufacturing of any ATI-designed products in AMD fabs.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I, W. Harding Drane, hereby certify that on August 18, 2006, the attached

document was hand delivered to the following persons and was electronically filed with

the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the

following and the document is available for viewing and downloading from CM/ECF:

Jesse A. Finkelstein Frederick L. Cottrell, III Chad M. Shandler Steven J. Fineman Richards, Layton, & Finger One Rodney Square 920 North King Street Wilmingon, DE 19801 James L. Holzman J. Clayton Athey Eric M. Andersen Prickett, Jones, & Elliott, P.A. 1310 King Street P.O. Box 1328 Wilmington, DE 19899

I hereby certify that on August 18, 2006, I have sent by E-mail the documents to the following non-registered participants:

Charles P. Diamond Linda J. Smith O'Melveny & Myers LLP 1999 Avenue of the Stars, 7th Floor Los Angeles, CA 90067 <u>cdiamond@omm.com</u> <u>lsmith@omm.com</u>

Guido Saveri R. Alexander Saveri Saveri & Saveri, Inc. 111 Pine Street, Suite 1700 San Francisco, CA 94111 <u>guido@saveri.com</u> <u>rick@saveri.com</u> Mark A. Samuels O'Melveny & Myers LLP 400 South Hope Street Los Angeles, CA 90071 <u>msamuels@omm.com</u>

Michael D. Hausfeld Daniel A. Small Brent. W. Landau Allyson B. Baker Cohen, Milstein, Hausfeld & Toll, P.L.L.C. 1100 New York Avenue, N.W. Suite 500, West Tower Washington, D.C. 20005 <u>mhausfeld@cmht.com</u> <u>dsmall@cmht.com</u> <u>blandau@cmht.com</u> <u>abaker@cmht.com</u> Michael P. Lehmann Thomas P. Dove Alex C. Turan The Furth Firm LLP 225 Bush Street, 15th Floor San Francisco, CA 94104 <u>mplehmann@furth.com</u> <u>tdove@furth.com</u> <u>aturan@furth.com</u> Steve W. Berman Anthony D. Shapiro Hagens Berman Sobol Shapiro, LLP 1301 Fifth Avenue, Suite 2900 Seattle, WA 98101 <u>steve@hbsslaw.com</u> tony@hbsslaw.com

By:

W. Hardena Richard L. Horwitz (#2246)

W. Harding Drane, Jr. (#1023) POTTER ANDERSON & CORROON LLP Hercules Plaza, 6th Floor 1313 N. Market Street P.O. Box 951 Wilmington, DE 19899-0951 (302) 984-6000 rhorwitz@potteranderson.com wdrane@potteranderson.com

#746692/29282