



Memorandum

With respect to the payment schedule for the contract amount of Nano-ALD Systems delivered to Elpida and Sony Japan, and other relative matters thereof, IPS/VESTA and Hakuto hereby mutually agree as follows ;

1. For mutual confirmation, the amount of Purchase Orders (P.O.s) which Hakuto receives from Elpida will be ¥359,000,000 for ALD System, and ¥19,770,000 for FA (Online).



2. Payment Schedule for Elpida Nano-ALD System

Hakuto shall pay the amount of ¥331,500,000 to IPS/VESTA in total, deducting the amount of ¥27,500,000 (\$250k), Hakuto's warranty service fee for Elpida and Sony. (US dollar amount is a tentative figure based on the current exchange rate of \$1.00 = ¥110).

Payment schedule of the above amount shall be as follows ;

- 1) As previously agreed to as per the attached Memorandum, Hakuto shall effect the payment of ¥42,000,000 to IPS/VESTA as an advance payment, deducting ¥315,000, the provisional amount of interest for 3 months from the above amount,. Accordingly, the actual amount of payment to IPS/VESTA shall be ¥41,685,000.
- 2) The balance, ¥289,500,000, shall be paid by Hakuto to IPS/VESTA within 3 days of Hakuto's receipt of the P.O. amount of ¥359,000,000 from Elpida
IPS/VESTA shall effect the payment to AVIZA in compliance with its agreement with AVIZA.
- 3) Payment of the above amount 1) and 2) shall be effected in US dollars converted at the current exchange rate (TTS) on the date of payment.

3. Warranty Services for Elpida and Sony

- 1) The above warranty service fee of ¥27,500,000(\$250k) is based on the following premises ;
 - 2) For Elpida, on-site service of Hakuto's engineer shall start from August 16, 2004 and ends on February 17, 2005, and thereafter on call service shall be cumulative 6 weeks during the warranty period.
 - 3) For Sony, on call service during the warranty period which ends on April 15, 2005.
 - 4) In the event Hakuto is requested by Elpida to station its engineer for the on-site services exceeding the above schedule, namely if Hakuto engineer is requested to be stationed on the site after March 31, 2005 (Feb. 17 +6 weeks), then ISP/VESTA shall compensate Hakuto for such additional service at the rate of ¥661,000 per one week for one person.
In any event, such services shall not exceed the warranty period of the System.
 - 5) The above amount of the additional service shall be paid by IPS/VESTA on a monthly basis. against presentation of the invoice from Hakuto.
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4. Service Parts

- 1) It is the basic understanding between the parties that the spare parts for the warranty service shall be supplied by IPS/VESTA free of charges.
- 2) However, in the case of these first units of the System for Elpida and Sony, following conditions shall apply ;

Among the above amount of warranty service fee of ¥27,500,000 (\$250k), Hakuto shall purchase from IPS/VESTA the spare parts equivalent to ¥4,950,000 which parts shall be used for the free warranty service for Elpida and Sony.

In case required parts are not included in the above purchase, or in case of any deficiency of any parts for the service, such parts shall be supplied by IPS/VESTA free of charges.

5. FA (On-line)

- 1) As mentioned in 1 above Elpida P.O. amount of FA shall be ¥19,770,000.
- 2) Hakuto shall pay the amount of ¥19,176,900 to IPS/VESTA deducting Hakuto's warranty service fee of 3 % from the above P.O amount. Hakuto shall effect the payment of the above to IPS/VESTA within 3 days of Hakuto's receipt of the P.O. amount of ¥19,770,000 from Elpida.

Payment of the above amount shall be effected in US dollars converted at the current exchange rate (TTS) on the date of payment.

- 3) It is the basic understanding of the parties that IPS/VESTA shall perform and accomplish FA of the System at its own cost and responsibility until acceptance of the System by Elpida

6. Advisory or Assistant Service of AVIZA Japan if necessary

In the event that any advisory or assistant services of AVIZA becomes necessary at the site after AVIZA's engineer leaves the site, and if IPS/VESTA agrees to receive such services of AVIZA, then the cost for such services shall be borne by IPS/VEST.

Understood and agreed to by the duly authorized representatives of the parties :

IPS/VESTA

Hakuto

Signature H. S. Chang

Signature J. Kohira

Print Name Ho Seung Chang

Print Name Jun Kohira

Date Oct. 20 2004

Date Oct. 26, 2004