

December 17, 2001

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

PH 11:00
02 MAR -5 PM 11:00

Dear Gentlemen:

Re: Deferred Compensation Plan of Parikh Consultants, Inc.

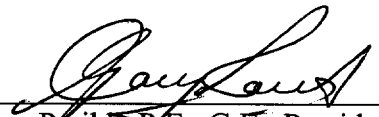
In accordance with Department of Labor Regulation Section 2520.104-23, we hereby submit the statement required to satisfy the alternative method of compliance with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974 (ERISA) for unfunded or insured pension plans maintained by an employer for a select group of management or highly compensated employees.

- 1. Name and Address of Employer: Parikh Consultants, Inc.
481 Valley Way, Building 1
Milpitas, California 95035-4016
- 2. Employer Identification Number: 94-3172905
- 3. Number of Top Hat Plans: 1
- 4. Number of Employees in each Plan: 1
- 5. Purpose of Plan: Parikh Consultants, Inc. maintains the Parikh Consultants, Inc. Deferred Compensation Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

In addition, we will provide a copy of the plan documents to the Secretary of Labor upon request as required under Section 104(a)(1) of ERISA.

Sincerely,

Parikh Consultants, Inc.

By: 
Gary Parikh, P.E., G.E., President
(Plan Administrator)

Deferred Compensation Agreement

THIS AGREEMENT entered into this 17th day of December, 2001, by and between **PARIKH CONSULTANTS, INC.**, a corporation organized and existing under the laws of the State of California with a principal place of business located at 481 Valley Way, Building 1, Milpitas, California 95035-4016 (hereinafter referred to as the "Corporation"), and **GARY PARIKH** residing at 45796 Vinehill Terrace, Fremont, California 94539 (sometimes hereinafter also referred to as "Executive").

WITNESSETH;

WHEREAS, the Executive has provided many years of exemplary service to the Corporation and is an extremely valuable and trusted key employee of the Corporation; and

WHEREAS, as a result of the Executive's dedication and service, the Corporation has experienced substantial growth and success; and

WHEREAS, the Executive is currently desirous of planning for the continuance of his service to the Corporation and of providing for his future retirement from the employment of the Corporation; and

WHEREAS, the Corporation recognizes the exemplary past services of the Executive throughout his tenure at the Corporation and believes that the Executive has not been adequately compensated for his service over the years to and on behalf of the Corporation;

NOW, THEREFORE, in consideration of the Executive's past efforts on behalf of the Corporation and of the mutual covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. **Deferred Compensation.** Notwithstanding any other agreements between the parties, the Corporation agrees to provide the Executive with certain amounts of deferred compensation, which will be deferred pursuant to the terms of this Agreement as hereinafter set forth.

2. **Deferred Compensation Benefit.** The Executor shall be entitled to receive the following benefit:

(a) Immediately upon the execution of this Agreement, the Corporation shall establish in its internal books and records a deferred compensation account (the "Account") for the benefit of the Executive. The account shall be credited with the sum of One Million and 00/100 dollars (\$1,000,000).

(b) Interest shall accrue on any unpaid balance beginning December 17, 2001, at an annual interest rate of seven percent (7%), compounded quarterly.

(c) Subsequent to the execution of this Agreement and subject to the terms of this Agreement, the Executive may elect to defer additional amounts of compensation, which would be added to the Account balance as compensatory additions.

3. **Payment of Benefit.** The benefit provided to the Executive pursuant to Paragraph "2" above shall be payable as follows:

(a) Commencing with the first payment due July 1, 2002, the Account balance shall be paid to the Executive or his designated beneficiaries in equal self liquidating quarterly installments over a period of seven (7) years with interest at the rate of seven percent (7%) per annum, compounded quarterly.

(b) Such instalments shall continue to be paid on the first day of each month thereafter through April 1, 2009 or until the Deferred Compensation Benefit is paid in full.

(c) In the event the Corporation shall fail to make any payment due hereunder within fifteen (15) business days of receipt of notice from the Executive that the same is past due, the entire unpaid amount due the Executive hereunder shall, at the Executive's option, become immediately due and payable.

(d) An example of the computation of the Account balance and the monthly payment is attached to this Agreement as *Exhibit A*. This example illustrates the growth in the Account balance and payment structure assuming there are no additions to the Account. If additions do occur, the payment schedule would be modified accordingly.

4. **Beneficiary.** In the event that the Executive shall die prior to receipt of any amount to which he is entitled hereunder, or of all such amounts, any amounts remaining unpaid shall be paid to such beneficiary or beneficiaries as the Executive may designate by filing with the Corporation a notice in writing. If no such beneficiaries are designated, then the balance remaining shall be paid to the Executive's estate.

5. **Payment to Beneficiary.** Whenever the Executive's beneficiaries shall become entitled to receive any amount hereunder, the amount shall be paid to such beneficiaries in monthly instalments until fully paid, in accordance with the provisions of Paragraph "3" hereof.

6. **Acceleration Clause.** The Corporation shall have the right to accelerate payments due the Executive or his designated beneficiaries in any amount or manner chosen by the Corporation. To the extent payments are accelerated, interest will accrue only on the unpaid balance of the Deferred Compensation Benefit.

7. **Executive's Rights Unsecured.** Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Corporation and the Executive, his designated beneficiaries, or any other person. Any funds, which may be invested under the provisions of this Agreement, shall continue for all purposes to be a part of the general funds of

the Corporation, and no person other than the Corporation shall, by virtue of the provisions of this Agreement, have any interest in such fund. Except as provided in Paragraph "10", to the extent that any person acquires a right to receive payments from the Corporation under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

8. **Assignability of Rights.** Except as otherwise provided by this Agreement, it is agreed that neither the Executive, nor any beneficiary, shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable and non-transferable.

9. **Independence of Agreement.** The benefits payable under this Agreement shall be independent of, and in addition to, any other employment agreement that may exist from time to time between the parties hereto, or any other compensation payable by the Corporation to the Executive, whether as salary, bonus or otherwise. This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision hereof restrict the right of the Executive to terminate his employment.

10. **Mergers and Consolidations.** The Corporation agrees that it will not merge or consolidate with any other corporation or organization, or permit its business activities to be taken over by any other organization, unless and until the succeeding or continuing corporation or other organization shall expressly assume the rights and obligations of the Corporation herein set forth. The Corporation further agrees that upon the ceasing of its business activities or termination of its existence, the Executive (or his beneficiaries) shall have a continuing lien on all corporate assets until all amounts due hereunder and remaining unpaid are paid in full.

11. **Revocation.** This Agreement may be revoked or amended in whole or in part only by a writing signed by all of the parties hereto.

12. **Severability.** If any provision of this Agreement shall be found to be void or unenforceable, the remaining provisions shall continue in full force and effect.

13. **Governing Law.** The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the said Corporation has caused this Agreement to be signed in its corporate name by its duly authorized officer, and the Executive has hereunto set his hand, all on the day and year first above written.

PARIKH CONSULTANTS, INC.

By: David Wang
David Wang, Vice President

Gary Parikh
Gary Parikh

**Beneficiary Designation for
Deferred Compensation Agreement**

With respect to the Deferred Compensation Agreement entered into on December 17, 2001, by and between **PARIKH CONSULTANTS, INC.** and **GARY PARIKH**, I hereby designate the following beneficiary (beneficiaries):

A. Primary Beneficiary Designation

I direct that any remaining benefit payable under the Agreement (as identified above) upon my death shall be paid to the following person(s) as my primary beneficiary (beneficiaries):

<u>PARIKH FAMILY TRUST dated February 3 1994 (FAMILY TRUST)</u>		
Name	Address	Relationship
<u>ANJANA G. PARIKH</u>	<u>45796 VINEHILL TERRACE</u>	<u>WIFE</u>
Name	Address <u>FREMONT</u> <u>CA. 94539</u>	Relationship

B. Contingent Beneficiary Designation

If my Primary Beneficiaries do not survive me, I designate such amount or amounts shall be paid to the following person(s) as my contingent beneficiary (beneficiaries):

<u>SHARON P. PARIKH</u>	<u>45796 VINEHILL TERR. FREMONT CA. 94539</u>	<u>DAUGHTER</u>
Name	Address	Relationship
<u>NEIL G. PARIKH</u>	<u>Same</u>	<u>SON</u>
Name	Address	Relationship

If I have designated more than one primary beneficiary, the said amount or amounts shall be equally divided among my primary beneficiaries who are living at the time of my death, unless I specify otherwise on this form. If, upon my death, there is no primary beneficiary living, and if I have named more than one contingent beneficiary, the said amount or amounts shall be equally divided among my contingent beneficiaries who are living at the time of my death, unless I specify otherwise on this form.

The execution of this Form and delivery thereof to the Corporation (**PARIKH CONSULTANTS, INC.**) revokes all prior designations of beneficiaries that I may have made.

Date: 12/17/01

Participant Signature: *Gary Parikh*
Anjana G. Parikh

Spousal Consent

The undersigned, spouse of Gary Parikh, hereunto subscribes her name in evidence of her agreement and consent to the beneficiary designations above.

Date: 12/17/01

Spouse's Signature: *Anjana G. Parikh*

Witness: *Sharon Parikh*

GARY PARIKH - DEFERRED COMPENSATION
EXHIBIT A

Compound Period: Quarterly

Nominal Annual Rate ..: 7.000 %
Effective Annual Rate .: 7.186 %
Periodic Rate: 1.7500 %
Daily Rate: 0.01918 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	12/17/2001	1,000,000.00	1		
2 Payment	01/01/2002	0.00	1		
3 Payment	04/01/2002	0.00	1		
4 Payment	07/01/2002	46,410.57	28	Quarterly	04/01/2009

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/17/2001				1,000,000.00
2001 Totals	0.00	0.00	0.00	
1 01/01/2002	0.00	2,876.71	2,876.71-	1,002,876.71
2 04/01/2002	0.00	17,550.34	17,550.34-	1,020,427.05
3 07/01/2002	46,410.57	17,857.47	28,553.10	991,873.95
4 10/01/2002	46,410.57	17,357.79	29,052.78	962,821.17
2002 Totals	92,821.14	55,642.31	37,178.83	
5 01/01/2003	46,410.57	16,849.37	29,561.20	933,259.97
6 04/01/2003	46,410.57	16,332.05	30,078.52	903,181.45
7 07/01/2003	46,410.57	15,805.68	30,604.89	872,576.56
8 10/01/2003	46,410.57	15,270.09	31,140.48	841,436.08
2003 Totals	185,642.28	64,257.19	121,385.09	
9 01/01/2004	46,410.57	14,725.13	31,685.44	809,750.64
10 04/01/2004	46,410.57	14,170.64	32,239.93	777,510.71
11 07/01/2004	46,410.57	13,606.44	32,804.13	744,706.58
12 10/01/2004	46,410.57	13,032.37	33,378.20	711,328.38
2004 Totals	185,642.28	55,534.58	130,107.70	
13 01/01/2005	46,410.57	12,448.25	33,962.32	677,366.06
14 04/01/2005	46,410.57	11,853.91	34,556.66	642,809.40
15 07/01/2005	46,410.57	11,249.16	35,161.41	607,647.99
16 10/01/2005	46,410.57	10,633.84	35,776.73	571,871.26
2005 Totals	185,642.28	46,185.16	139,457.12	

GARY PARIKH - DEFERRED COMPENSATION
EXHIBIT A

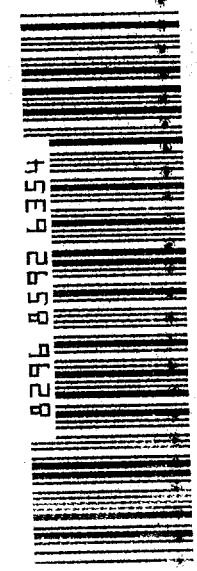
Date	Payment	Interest	Principal	Balance
17 01/01/2006	46,410.57	10,007.75	36,402.82	535,468.44
18 04/01/2006	46,410.57	9,370.70	37,039.87	498,428.57
19 07/01/2006	46,410.57	8,722.50	37,688.07	460,740.50
20 10/01/2006	46,410.57	8,062.96	38,347.61	422,392.89
2006 Totals	185,642.28	36,163.91	149,478.37	
21 01/01/2007	46,410.57	7,391.88	39,018.69	383,374.20
22 04/01/2007	46,410.57	6,709.05	39,701.52	343,672.68
23 07/01/2007	46,410.57	6,014.27	40,396.30	303,276.38
24 10/01/2007	46,410.57	5,307.34	41,103.23	262,173.15
2007 Totals	185,642.28	25,422.54	160,219.74	
25 01/01/2008	46,410.57	4,588.03	41,822.54	220,350.61
26 04/01/2008	46,410.57	3,856.14	42,554.43	177,796.18
27 07/01/2008	46,410.57	3,111.43	43,299.14	134,497.04
28 10/01/2008	46,410.57	2,353.70	44,056.87	90,440.17
2008 Totals	185,642.28	13,909.30	171,732.98	
29 01/01/2009	46,410.57	1,582.70	44,827.87	45,612.30
30 04/01/2009	46,410.57	798.27	45,612.30	0.00
2009 Totals	92,821.14	2,380.97	90,440.17	
Grand Totals	1,299,495.96	299,495.96	1,000,000.00	

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Company: **PARIKH CONSULTANTS INC**
Address: **601 VAN DYKE BLDG 1**
City: **HAULIPII** State: **CA** ZIP: **95035**
Dept./Floor/Suite/Room:

2 Your Internal Billing Reference
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Company: **US PART OF LAW OFFICES**
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Dept./Floor/Suite/Room:



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406

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