

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	Jointly Administered
)	
CONEXANT SYSTEMS, INC., <i>et al.</i> ,)	Case No. 13-10367 (MFW)
)	
Reorganized Debtors.)	Chapter 11

**STIPULATION REGARDING PROOF OF CLAIM
OF UNITED STATES OF AMERICA ON BEHALF OF
THE U.S. ENVIRONMENTAL PROTECTION AGENCY
WITH REGARD TO CONEXANT LIQUIDATING TRUST**

The parties to this stipulation, appearing by and through counsel, are the United States of America on behalf of the U.S. Environmental Protection Agency (“EPA”), on the one hand, and, on the other hand, the Conexant Liquidating Trust (the “Trust”), created in accordance with the Second Modified Joint Plan of Reorganization of Conexant Systems, Inc. (“Conexant”) which Plan was confirmed on June 6, 2013. The United States and the Trust (together, the “Parties”) hereby enter into this stipulation (the “Stipulation”) and agree as follows:

RECITALS

WHEREAS, on February 28, 2013 (the “Petition Date”), Conexant and certain of its affiliates (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

WHEREAS, by order dated June 6, 2013, this Court confirmed (the “Confirmation Order”) the *Second Modified Joint Plan of Reorganization of Conexant Systems, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”). The effective date of the Plan was July 12, 2013.

WHEREAS, the Trust was created pursuant to the Trust Agreement, dated July 12, 2013, and Solution Trust is the trustee of the Trust.

WHEREAS, the purpose of the Trust, among other things, is to distribute the Trust assets to holders of Allowed General Unsecured Claims under the Plan.

WHEREAS, on or about August 21, 2013, the United States, on behalf of EPA, filed a protective Proof of Claim under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, against Conexant for the completion of an environmental clean-up at the Recticon/Allied Steel Superfund Site in Parker Ford, Chester County, Pennsylvania (Claim No. 178) (the "Proof of Claim"). The Proof of Claim states the United States' position that a proof of claim need not be filed for Conexant's injunctive obligation to perform an environmental clean-up under an administrative order issued by EPA under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). The United States believes that the injunctive obligation referred to by the Proof of Claim is not a claim under 11 U.S.C. § 101(5), and is left intact and not disturbed by the Plan and Confirmation Order, and that there is therefore no need for any distribution to the United States of any funds from the Trust. For example, pursuant to Article VIII, Paragraph F of the Plan, nothing in the Plan or Confirmation Order shall discharge, release, or preclude any liability to a Governmental Unit that is not a Claim, and the discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from pursuing any police or regulatory action after the Confirmation Date.

WHEREAS, at the request of the Trust, the Parties have reached agreement on the terms set forth herein with respect to the Proof of Claim.

NOW THEREFORE, it is hereby stipulated and agreed by and between the United States and the Trust as follows:

AGREEMENT

1. Upon execution of this Stipulation, the Proof of Claim shall not be treated as an allowed Claim under the Plan. As such, no distribution shall be made to the United States, on behalf of EPA, by the Trust pursuant to the Proof of Claim, and the United States, on behalf of EPA, waives and relinquishes any interest, right, and claim in and to the Trust it may have acquired or be entitled to under the Plan or otherwise. The United States, on behalf of EPA, reserves all its rights and defenses against the Reorganized Debtor (Conexant) under CERCLA and any other laws, including, but not limited to, EPA's rights to enforce the Reorganized Debtor's obligations under the administrative order (Docket No. III-94-16-DC) and the Consent Decree entered in Civil Action No. 06-2931 (E.D. Pa.). The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

2. Nothing in this Stipulation shall be construed, applied, or interpreted to change the terms of the Plan or the Confirmation Order in any respect, including but not limited to Article VIII, Paragraph F of the Plan.

3. The Parties agree to and will cooperate fully with each other in the performance of this Stipulation.

4. This Stipulation may be signed in any number of counterparts (and by each Party hereto on different counterparts), each of which constitutes an original, but all such counterparts when taken together shall constitute one and the same agreement. This Stipulation may be executed by facsimile signature and delivered by facsimile transmission with the same effect as delivery of a manually executed counterpart of this Stipulation.

5. The Parties represent and warrant that they have not assigned, encumbered, hypothecated or transferred, or purported to assign, encumber, hypothecate or transfer, to any other person or entity in any manner, including by way of subrogation, in whole or in part, any interest in any of the rights that are the subject of this Stipulation.

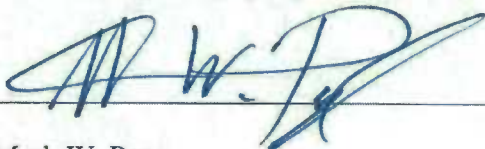
6. This Stipulation is binding upon the Parties and any of their respective successors and assigns.

7. This Stipulation contains the entire agreement between the Parties with respect to the matters addressed herein and may not be amended or modified except by a writing executed by the Parties. The terms of this Stipulation are contractual and not mere recitals.

8. This Stipulation shall be effective immediately upon execution by both Parties. Article VI, Paragraph C.1 of the Plan authorizes the Trust to enter into this Stipulation without any further approval of the Bankruptcy Court. The United States acknowledges that this Stipulation may be filed with the Bankruptcy Court. The Trust may provide a copy of this Stipulation to the Claims Agent.

Dated: March 4, 201~~3~~⁴

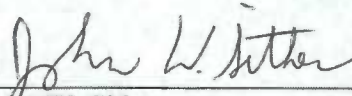
CONEXANT LIQUIDATING TRUST



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