

EXHIBIT L



Standby Letter of Credit Application and Agreement and Pledge Agreement

The undersigned hereby requests Comerica Bank ("Bank") to issue an irrevocable standby letter of credit ("Credit") and notify the beneficiary directly or through an advising bank by:

- Forwarding the Credit directly to the beneficiary via courier; or
- Forwarding the Credit to an advising bank via courier S.W.I.F.T./telex; or
- Forwarding the Credit to a third party (insert name and address) _____ by courier; as follows (if the preceding information is not completed, Bank will send the Credit directly to the beneficiary or an advising bank it selects).

Section A

Advising Bank (if applicable):

na
(Complete Name)

(Complete Street Address - P.O. Box Prohibited)

APR 744
 FEDERAL RESERVE BANK OF
 LOS ANGELES
 LC# 650154
 NO. 1819002

For Account of (Account Party):

conxant systems, Inc.
(Complete Name)

4000 MacArthur Blvd Newport Beach CA 92660
(Complete Street Address - P.O. Box Prohibited)

140575

In Favor of (Beneficiary):

Stony Brook ASSOCIATES c/o Boston Properties LP
(Complete Name)

800 Boylston Street Ste 1900 Boston, MA 02119-8103
(Complete Street Address - P.O. Box Prohibited)

146864

Section B

Amount and Currency

forty five thousand nine hundred eighteen 15/100 \$ 45,918.75 ✓
(Amount in Figures and Words) (Currency)

Expiration Date:

(Spell out date - month, day, year) April 30, 2012 ✓

Section C

Auto Extension Provisions (Select only one option. If no option is selected the default selection is "Not Automatically Extendable")

NOT AUTOMATICALLY EXTENDABLE

AUTOMATICALLY EXTENDABLE

Number of Days Notice to Beneficiary Prior to Expiration Date (e.g., 15, 30, 45) (If not specified, default is 30 days) 60

How often (e.g., yearly, semi-yearly): yearly

Final Expiration Date: April 30, 2012

Drawing and Presentation Options (Select only one option):

Partial Drawings/Multiple Presentations Permitted (multiple presentations for less than full amount)

Partial Drawings/Multiple Presentations Prohibited (only one presentation and for full amount)

Partial Drawing Permitted/Multiple Presentation Prohibited (only one presentation may be made but it may be for less than the full amount available)

Documents Required for Drawing under the Credit (Select only one option):

NO DOCUMENTS REQUIRED FOR DRAWING. It is understood by the Applicant that the beneficiary will not be required to provide any documents or a reason for the drawing.

DOCUMENTS REQUIRED FOR DRAWING (Select only one option):

Issue the Credit substantially in the form attached hereto as Exhibit A. (Applicant must sign the attached Exhibit to acknowledge and approve the proposed form of the Credit; provided, however, issuance of the Credit and the final form and terms of the Credit shall be at Bank's sole discretion).

A statement signed by the beneficiary with the following wording: _____

If additional documents are required, please specify in Section D below.

REGARDLESS OF WHETHER OR NOT DOCUMENTS ARE REQUIRED, THE BANK, AT ITS SOLE OPTION, MAY REQUIRE THE ORIGINAL OF THE CREDIT, AND ALL AMENDMENTS THERETO, AND A DRAFT OR OTHER DEMAND FOR PAYMENT BE DELIVERED OR PRESENTED TO THE BANK AT THE TIME OF A DRAWING UNDER THE CREDIT.

Section D

Other Conditions, Instructions and Requests: Fee issued to ann Ondakano aka 483 9403 corp, original

Received Time Jan. 27. 2011 10:21 AM No. 7009 delivery to home. MDR# 1819022

TERMS AND CONDITIONS. In consideration of the issuance of the Credit by Bank, Applicant hereby agrees to the Bank as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following respective meanings:
 - (a) "Account Party" means the party or parties identified as the "Account Party" in the Application, whose name(s) will be identified in the Credit. The Account Party may be, but is not required to be, the same as the Applicant.
 - (b) "Applicant" means the undersigned party or parties identified and signing this Application and Agreement as such, and who will be responsible as hereinafter provided.
 - (c) "Application" and "Agreement" each means this Standby Letter of Credit Application and Agreement for an irrevocable standby letter of credit to be issued by Bank, as the same may be amended or modified from time to time in accordance with the provisions hereof.
 - (d) "Bank" means Commerce Bank.
 - (e) "Collateral" is defined in paragraph 13 of this Agreement.
 - (f) "Commercial Code" is defined in paragraph 9 of this Agreement.
 - (g) "Correspondent Bank" is defined in paragraph 19 of this Agreement.
 - (h) "Credit" means the irrevocable standby letter of credit issued by Bank, at its option, pursuant to this Application and Agreement, as such letter of credit may be modified or amended from time to time.
 - (i) "Designated Office" means Bank's office designated in the Bank's Designated Office section at the end of this Agreement, or such other office of Bank as Bank may designate from time to time by written notice to Applicant.
 - (j) "Dollars" and the sign "\$" shall mean lawful money of the United States of America.
 - (k) "Event of Default" is defined in paragraph 14 of this Agreement.
 - (l) "Governing Law" means the laws of the State of California, Michigan or Texas, respectively, as indicated in the Bank's Designated Office section at the end of this Agreement, subject to the terms of this Agreement, or as otherwise determined pursuant to and in accordance with the terms of this Agreement.
 - (m) "Governing Rules" means the rules governing issues of credit practice as specified in the Credit, which shall be either the International Standby Practices 1993, International Chamber of Commerce ("ICC") Publication No. 590, and any revisions thereof approved by the ICC and adhered to by Bank; or the Uniform Customs and Practice for Documentary Credits, 1993 Revision-ICC Publication No. 500 or 2007 Revision-ICC Publication No. 600, and, in either case, any revisions thereof approved by the ICC and adhered to by Bank.
 - (n) "Instrument" means any check or draft or other negotiable or written demand for payment drawn under or in connection with any Credit.
 - (o) "Obligations" means all liabilities and obligations of Applicant to Bank, whether direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and howsoever evidenced, including, without limit, all liabilities and obligations of Applicant at any time arising or existing under or pursuant to this Agreement or otherwise in respect of the Credit.
 - (p) "Prime Rate" means the rate of interest established by Bank from time to time as its prime rate, which may not necessarily be the lowest interest rate charged by Bank to its borrowers at any time.
 - (q) "Request" is defined in paragraph 11 of this Agreement.
 - (r) "Taxes" means all taxes, levies, duties, charges and fees (including interest and penalties) of any nature charged or imposed by any government or other taxing authority in connection with the Credit, any Instrument or any transaction contemplated thereby.

2. **Issuance of Credit.** Applicant hereby authorizes Bank to comply with Applicant's request to issue the Credit, and any amendments thereto, in each case, for Applicant's account and risk, subject to and in accordance with the terms of this Agreement, provided, however, and notwithstanding anything in this Agreement or elsewhere to the contrary: (a) the issuance of the Credit, or any amendment to the Credit, will be at Bank's sole and absolute discretion; and (b) the terms and conditions of the Credit and any such amendment must be acceptable to Bank, in its sole and absolute discretion. In the event that Bank, in its discretion, elects to issue the Credit with terms or conditions that differ materially or substantially from those set forth in this Application, Bank will provide notice of such decision to Applicant by telephone or otherwise, and Bank will either, at its discretion, (i) provide a specimen copy of the Credit as so modified to Applicant for its review, in which case, Applicant will promptly review the specimen copy and notify Bank of any errors, omissions, discrepancies or irregularities and as to whether Applicant approves or disapproves the issuance of the Credit in such modified form; or (ii) review the proposed modifications with Applicant by telephone or other means, and if deemed necessary by Bank obtain Applicant's consent to such modifications. Bank may, in its sole discretion, decline to issue the modified Credit until it receives written authorization from Applicant in the instance of the Credit as so modified. In the event applicable, Applicant will promptly examine the copy of the Credit (and any amendments thereto) sent to it by Bank and all documents and Instruments delivered to it from time to time by Bank and, in the event of any claim of non-compliance with Applicant's instructions or other irregularities will immediately notify Bank thereof in writing. Applicant hereby conclusively deemed to have waived any such claim against Bank and its correspondents unless such notice is given within seven (7) banking days of Bank sending such copy of the Credit and/or the applicable documents to Applicant.

3. **Reimbursement Obligations.** (a) Applicant will reimburse Bank, at the Designated Office, in immediately available funds, the amount required to pay each Instrument drawn or presented, or purporting to be drawn or presented, under the Credit (including all Taxes, charges, costs and expenses paid or incurred by Bank in connection therewith), together with interest thereon from the date of payment by Bank of the Instrument to the date of reimbursement at a per annum rate equal to three percent (3%) above the Prime Rate, such reimbursement to be made on demand. Interest shall be calculated on the basis of a 360 day year and shall be assessed for the actual number of days elapsed; and effect shall be given to any change in the interest rate resulting from a change in the Prime Rate on the date of such change in the Prime Rate.

(b) Bank may accept or pay any Instrument presented to it or a nominated bank under the Credit in accordance with the terms of the Credit, regardless of when drawn and whether or not negotiated, if the Instrument and any other documents required under the terms of the Credit are presented or received on or before the expiration date of the Credit and otherwise appear on their face to substantially comply with the terms of the Credit, without any further investigation or inquiry on the part of Bank and regardless of any notice or information to the contrary, and Applicant shall be obligated to reimburse Bank for such Instrument and such other amounts as are required under and in accordance with the terms of this Agreement.

(c) Regardless of the currency of the Instrument or the Credit, each reimbursement shall be in Dollars. If Bank receives currency other than Dollars and/or receives reimbursement at a place other than the Designated Office, Bank may, in its sole discretion and in accordance with Bank's own banking procedures, convert the currency received by it into Dollars at the most favorable spot exchange rate determined by Bank to be available to it at the relevant time and transfer the proceeds to the Designated Office. If, after any such conversion and transfer, the amount of Dollars received by Bank at the Designated Office is less than the actual amount due hereunder, then Applicant shall remain liable for such deficiency, together with interest on such amount from the date demanded until payment in full thereof at the rate and on the terms set forth above. If, for any reason or cause, on the date of reimbursement or settlement there is no rate of exchange generally current for effecting such currency conversions and transfers, the Applicant will reimburse the Bank on demand in an amount in Dollars equivalent to the Bank's actual cost of settlement of its obligation under the Instrument or otherwise in respect of the Credit as of the time Bank shall make such settlement, with interest from the date of settlement to the date of reimbursement at the rate and on the terms set forth above. Applicant will comply with all governmental exchange regulations now or hereafter applicable to the Credit or Instruments or payments related thereto and will pay the Bank, on demand, in Dollars, such amount as the Bank may be required to expend on account of such regulations, including, without limitation, all applicable Taxes.

(d) All payments to be made by Applicant under this Agreement shall be without deduction, setoff or counterclaim.

(e) Bank is authorized to charge Applicant's Deposit Account (defined below) with Bank for all reimbursements and other payments required under or pursuant to the terms of this Agreement.

Delivery of Documents. Notwithstanding anything in this Agreement or elsewhere to the contrary, Applicant will Bank be obligated to deliver to Applicant any instrument or other documents presented delivered to Bank at any time under or in connection with the Credit prior to (a) payment of the instrument, and (b) Applicant's payment in full of all reimbursement obligations and other amounts owing by Applicant to Bank hereunder or otherwise in respect of the Credit. If Bank delivers copies of any instrument or documents to Applicant, Bank will be under no obligation to await instructions or authorizations from Applicant in determining whether to make any payment on or in respect of such instrument or the Credit.

Unconditional Obligations. The obligation of Applicant to reimburse Bank for all amounts paid or required to be paid under any instrument or otherwise in respect of the Credit will be absolute, unconditional and irrevocable and not subject to any qualification, condition or exception, including, without limitation, (a) any lack of validity or enforceability of the Credit or any related documentation or transaction; (b) any amendment, modification, waiver, consent, or any substitution, exchange or release of or failure to perfect any interest in any collateral or security with respect to any property or documents related in any way to the Credit; (c) the existence of any claim, setoff, defense or other right which Applicant or any Account Party may have at any time against any beneficiary or transferee of the Credit (or any person(s) for whom any such beneficiary or transferee may be acting), Bank, or any other person, whether in connection with any documentation relating to the Credit, any transactions contemplated by this Agreement, or any unrelated transactions; (d) any instrument or other document presented under the Credit proving to be forged, fraudulent, invalid or inoperative in any respect or any statement in any of them being untrue or inaccurate in any respect; (e) payment by Bank to any beneficiary or transferee under the Credit against presentation of any instrument or other document which does not strictly comply with the terms of the Credit, including failure of any instrument or other document to bear any reference or adequate reference to the Credit; (f) any failure, omission, or delay on the part of Bank, or any party to any of the transactions or documents relating to the Credit or any transactions contemplated by this Agreement, to enforce or assert any right or remedy conferred on Bank or any such party, or any other acts or omissions on the part of Bank or any such other party; or (g) any other event or circumstance that would, in the absence of this paragraph, result in the release or discharge, by operation of law or otherwise, of Applicant from the observance or performance of any of its liabilities or obligations under this Agreement.

Interest Fees, Costs and Expenses. (a) Applicant will pay Bank such fees and commission with respect to the Credit and any related instruments as has been agreed to by Applicant and Bank. Applicant will further pay Bank the reasonable fees and expenses of Bank in connection with the Credit and any such instruments according to Bank's standard practice as in effect from time to time. Amounts due hereunder include, without limitation, any taxes, fees, costs or expenses incurred by Bank in connection with any amounts paid by Bank under the Credit that are not reimbursed by Applicant in accordance with the terms of this Agreement. There shall be no refund or decrease, and Applicant shall not be entitled to any return, of any fee, commission or other amount paid or owed to Bank in the event that the Credit is drawn upon, used, reduced, amended, terminated, corrected or otherwise modified prior to its expiration date.

(b) If any law or regulation or the interpretation or implementation thereof by any court or administrative or governmental authority charged with the administration thereof shall either (i) impose, modify or deem applicable any reserve, special deposit, limitation or similar requirement against letters of credit issued by, or assets held by, or deposits in or for the account of, Bank, or (ii) impose on Bank any insurance premium or other condition regarding this Application and Agreement or the Credit, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost of issuing or maintaining the Credit over that which Bank assumed in determining its fees and commissions, then, upon demand by Bank, Applicant shall immediately pay to Bank, as specified by Bank from time to time, additional amounts which shall be sufficient to compensate Bank for such increased cost, together with interest on each such amount from the date demanded until payment in full thereof at the rate and on the terms set forth above. A certificate as to such increased cost incurred by Bank as a result of any event mentioned in clause (i) or (ii) above, submitted by Bank to Applicant shall be conclusive, absent manifest error, as to the amount thereof.

(c) Applicant will pay on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Bank in connection with the enforcement of this Agreement and such other documents which may be delivered in connection with this Agreement and Applicant's liabilities and obligations hereunder, or in connection with any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain Bank from paying any instrument or any amount under the Credit.

Indemnification. (a) Applicant agrees to indemnify and hold Bank and its correspondents harmless from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which Bank in any of its correspondents may incur (or which may be claimed against Bank or any of its correspondents) by any person by reason of, or in connection with, the execution and delivery or transfer of, or payment in full or in part under, the Credit, or by reason of, or in connection with, any other matter arising under this Agreement or any of the related transactions contemplated hereby provided, however, Applicant shall not be required to indemnify Bank to its correspondents for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by Bank's or such correspondent's willful misconduct or gross negligence.

(b) Applicant agrees that if Applicant in any state has any rights or remedies available to it against the beneficiary(ies) or other party(ies) in connection with the Credit with respect to which Bank is alleged to be liable, it will be a condition of the assertion of any such liability by Applicant against Bank that Applicant shall contemporaneously and diligently assert and pursue all rights and remedies as to the alleged liability that Applicant may have against such beneficiary(ies) or other person(s).

Applicant's Assumption of Risks. Applicant assumes all risks of the acts or omissions of any beneficiary or transferee of the Credit with respect to its use of the Credit. Neither Bank nor any of its officers, directors, employees or agents shall be liable or responsible for: (a) the use which may be made of the Credit or for any acts or omissions of any beneficiary, transferee or other party in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsements thereof, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by Bank made against presentation of documents which substantially comply with the terms of the Credit; or (d) any other circumstances whatsoever in making or failing to make payment under the Credit. In furtherance and not in limitation of the foregoing, Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. Applicant shall indemnify and hold Bank and its correspondents harmless from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which any of them may incur (or which may be claimed against any of them) by reason of, or in connection with, the occurrence or existence of any one or more of the contingencies referred to in the preceding clauses of this paragraph, except to the extent, but only to the extent, caused by Bank's or such correspondent's willful misconduct or gross negligence. Further, the occurrence or existence of any one or more of such contingencies shall not affect, impair or prevent the vesting of any of Bank's rights or powers hereunder or any of Applicant's obligation to make reimbursement and other payments in accordance with the terms hereof.

Governing Law and Rules. (a) This Application and Agreement and all rights, obligations and liabilities arising hereunder, shall be governed by, subject to and construed in accordance with the applicable Governing Law, including, without limitation, the Uniform Commercial Code as adopted by the state promulgating the Governing Law, as from time to time amended and enforced (the "Commercial Code"), without regard to any conflict of law principles. This Agreement shall be further subject to the Governing Rules (a copy of which is available upon request) and, in the event any provision of the Governing Rules is or is construed to vary from or be in conflict with any provision of the Commercial Code or other Governing Law, the Governing Rules shall prevail. Applicant acknowledges and agrees that the Credit may be governed by, subject to and construed in accordance with governing laws that may differ from the Governing Laws provided in this Application and Agreement, in which case, this Agreement shall remain governed by and subject to the Governing Law and the Governing Rules provided herein and the Credit shall be governed by and subject to the applicable law and Governing Rules (if applicable) provided for in the Credit.

(b) Applicant acknowledges and agrees that Bank may, in its sole discretion, upon written notice to Applicant prior to issuance of the Credit, designate a Designated Office of Bank, and consequently, a Governing Law, which differs from that designated by Applicant in the Bank's Designated Office section at the end of this Agreement, in which case, the Designated Office and Governing Law with respect to this Application and Agreement shall be that so designated in writing by Bank. In

In the event that Applicant does not designate a Designated Office, as provided below, the Designated Office and Applicant acknowledges it is to be bound by such determination. A Governing Law shall be determined by Bank, in its sole discretion.

10. **Compliance with Laws and Regulations.** Applicant shall comply with all applicable laws and regulations (foreign or domestic) relating to this Credit, any Instruments or other documents relating thereto, and any of the transactions contemplated hereby. Bank shall have no obligation to process any transactions or honor any Instruments or documents that, in Bank's determination, do not comply with applicable laws and regulations.

11. **Requests to Amend Credit, Waiver of Discrepancies.** (a) Applicant authorizes Bank to comply with Applicant's request to amend the Credit for Applicant's account and risk or to waive any discrepancies in an instrument or other documents presented or required under the terms of the Credit, upon a request communicated to Bank by telephone, telegram, fax, computer, facsimile transmission, S.W.I.F.T. or other electronic means acceptable to Bank (each a "Request"), subject to the following: (i) Requests will be made on behalf of Applicant only by those persons authorized by Applicant and communicated in writing to Bank, and Bank may continue to rely on such authorizations until such time that it receives written notice to the contrary from Applicant. In no event shall Bank be obligated to verify the identity of any persons so authorized or any persons purporting to communicate a Request, beyond the use of the authorized name, code identification or other means of verification, if any, established by Bank; (ii) if frequent Requests are to be made, Bank may, but shall not be obligated to, assign a unique code number or word and require that such code be used by Applicant (and if such a code number or word is established, all further Requests shall refer to such code); (iii) Bank shall not be liable for any losses, costs, expenses, liabilities or damages that Applicant may incur as a result of Bank's compliance with, or otherwise acting in reliance on, a Request in accordance with this Agreement, and Applicant will indemnify and hold Bank harmless from and against all such losses, costs, expenses, liabilities and damages, except to the extent, but only to the extent, that they arise as a result of Bank's gross negligence or willful misconduct; (iv) Bank will not be liable for any delays in complying with any Request, nor for any delays caused by others to whom Bank may transmit such Request either at Applicant's direction or otherwise, and Bank will not be required to comply with Requests on the day on which Requests are received unless Bank has agreed to do so and Applicant has caused such Request to be received before the time Bank has specified to comply with such Request; (v) all Requests shall be subject to the terms of this Agreement and any other written or electronic agreement entered into between Bank and Applicant in connection with the Credit or any transaction relating to such Request; and (vi) any notice or communication of a change of address sent by a beneficiary to Bank shall not require a Request or the consent of Applicant, and (A) Applicant hereby authorizes Bank to send to the beneficiary(ies) an amendment or a revised form of the Credit with the beneficiary's new address, and (B) if the beneficiary does not communicate the beneficiary's new address before presentation or uses its current or previous address in the documents presented, Applicant hereby agrees that such variation in address shall not be deemed a discrepancy and such variation in address shall not be the sole basis of Bank refusing to honor or comply with an otherwise complying presentation. Bank may receive any Request made by telephone and any other telephonic communications between Applicant and Bank regarding the Credit. Notwithstanding anything to the contrary contained in this Agreement, Bank shall not be obligated to, and shall have no liability for failing to, comply with any Requests.

(b) Bank may, in its sole discretion and without any obligation to do so, approach Applicant for a waiver of any discrepancies in any instrument or other documents presented or required under the terms of the Credit and request that Applicant authorize payment of such instrument despite any such deficiencies. Any such action will be solely for Applicant's risk, benefit and convenience. Bank's request for a waiver in one instance will not require Bank to approach Applicant for waivers of discrepancies in any other instances, and whether or not a course of dealing has been established. Notwithstanding anything set forth herein or elsewhere to the contrary, Applicant's waiver of any discrepancies will not in any instance obligate Bank to waive any such discrepancies, pay any instrument(s) presented as to the Credit, or approach Applicant at any time for a waiver of future discrepancies.

12. **Extensions of Credit.** Bank shall have the sole and absolute right to extend or not extend the Credit. If the Credit provides for automatic extension, Applicant's request to not extend the Credit must be received by Bank, in writing, at its Designated Office at least sixty (60) days prior to the last day specified in the Credit by which Bank must give notice of its intent not to extend the expiration date of the Credit. If Applicant fails to provide Bank with actual written notice of Applicant's request for Bank not to extend the Credit at least sixty (60) days prior to the last day specified in the Credit by which Bank must give notice of its intent not to extend the Credit, then Applicant shall be deemed to have irrevocably authorized the extension of the Credit, and Applicant shall continue to be liable under the terms of this Agreement. Notwithstanding Applicant's request to extend the Credit or failure to timely give Bank actual notice of Applicant's desire to not extend the Credit, any decision whether to extend the Credit shall be in Bank's sole and absolute discretion. Applicant acknowledges that in the event the beneficiary of the Credit, or any employee, messenger, assignee, representative, trustee or agent of the beneficiary, is notified that Bank has elected not to extend the Credit, the terms of the Credit may allow it to be drawn upon, and Applicant shall be bound by the reimbursement and other obligations under this Agreement and Applicant shall irrevocably waive all claims, causes of action, and defenses that Applicant may have against Bank for electing not to extend the Credit.

13. **Collateral.** (a) As security for the payment and performance of all of the Obligations, Applicant hereby assigns, pledges and grants to Bank a continuing first priority security interest in and lien upon, and the right of possession and disposal in the "Collateral": (i) account number 1831480233 maintained by Applicant with Bank (the "Deposit Account"); (ii) all replacements, substitutions, renewals thereof; (iii) all interest accruing thereon; and (iv) all proceeds and proceeds (cash or non-cash proceeds) of the foregoing. So long as the Collateral is subject to this Agreement, Applicant shall have no right to withdraw any of the foregoing Collateral without the prior written consent of Bank. To the extent applicable, the foregoing is in addition to any other liens, security interests, mortgages and/or other rights and interests that may at any time be granted to or in favor of Bank to secure all or any part of the Obligations.

(c) Prior to the maturity (if any) of any Collateral held by Bank pursuant hereto, Applicant and Bank shall agree upon a security or instrument similar in form, quality, and substance to the original Collateral in which the proceeds of the Collateral can be reinvested on maturity. Upon maturity of the Collateral in accordance with its terms, or in the event the Collateral otherwise becomes payable during the term of this Agreement, such maturing Collateral may be presented for payment, exchange, or otherwise marketed by Bank on behalf of Applicant and the proceeds therefrom used to purchase the security or instrument agreed to by Applicant and Bank in accordance with the immediately preceding sentence. If no agreement has been made, such proceeds shall be placed into an interest bearing account offered by the Bank until such time as an agreement as to the security replacing the original Collateral can be reached. Bank may retain any such successor collateral and the proceeds therefrom as Collateral in accordance with the terms of this Agreement.

(d) Applicant authorizes Bank to file such financing statements and take such other actions as Bank determines from time to time may be necessary or appropriate to create, perfect, preserve or protect the security interests and other interests of Bank created hereby, all at the expense of Applicant. Applicant shall execute and/or deliver unto Bank such documents, instruments and agreements as may be requested by Bank to create, perfect, preserve or protect the security interests and other interests of Bank created hereby.

(e) The pledge and grant of a security interest in the Collateral hereunder remains in effect for the term of this Agreement, notwithstanding any release by Bank of any other collateral in connection with the Obligations or any other agreement in effect between the Bank and the Applicant, now or hereafter arising.

(f) Applicant represents and warrants to and covenants with Bank that: (i) the Collateral is owned by Applicant free and clear of any security interests, liens, encumbrances, options or other restrictions created by Applicant, other than to or in favor of Bank; (ii) Applicant has full power and authority to create a first lien on the Collateral in favor of Bank and no disability or contractual obligation exists that would prohibit Applicant from pledging the Collateral pursuant to this Agreement; and Applicant will not assign, create or permit to exist any other claim to, lien or encumbrance upon, or security interest in any of the Collateral, other than to or in favor of Bank; (iii) the Collateral is not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Applicant knows of no

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reasonable grounds for the institution of a proceeding; and (iv) Applicant shall not transfer, encumber, dispose of, withdraw, or otherwise direct the payment of any proceeds, interest, or amounts payable in respect to the Collateral for so long as it is subject to this Agreement.

14. **Events of Default.** The occurrence or existence of any of the following conditions or events shall constitute an "Event of Default" under this Agreement: (a) if Applicant or any guarantor under a guaranty of all or any part of the indebtedness of Applicant to Bank (a "guarantor") fail(s) to pay any indebtedness or obligations owing to Bank, when due, whether by maturity, acceleration, upon demand or otherwise, and whether under this Agreement or otherwise; (b) if Applicant or any guarantor fail(s) to perform or comply with any of the terms or provisions of this Agreement or any other agreement between Applicant or any guarantor and Bank; (c) if any warranty or representation made by Applicant or any guarantor to Bank shall be untrue or incomplete in any material respect; (d) if there is any termination, notice of termination, or breach of any guaranty, pledge, collateral assignment or subordination agreement relating to all or any part of the indebtedness or obligations of Applicant to Bank; (e) if there is any failure by Applicant or any guarantor to pay, when due, any of its indebtedness (other than to the Bank) or in the observance or performance of any term, covenant or condition in any document evidencing, securing or relating to such indebtedness; (f) if Applicant or any guarantor become(s) insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, or a reorganization, arrangement or creditor composition proceeding, or make(s) a general assignment for the benefit of creditors, (if a business entity) cease(s) doing business as a going concern, (if a natural person) die(s) or become(s) incompetent, (if a partnership) dissolve(s) or any general partner of it dies, becomes incompetent or becomes the subject of a bankruptcy proceeding, or (if a corporation or a limited liability company) is the subject of a dissolution, merger or consolidation; (g) if any governmental authority, or any court of the instance of any governmental authority, shall take possession of any substantial part of the property of Applicant or any guarantor or shall assume control over the affairs or operations of Applicant or any guarantor; (h) if there is filed or issued a levy or writ of attachment or garnishment or other like judicial process upon Applicant or any guarantor or any of their respective property or assets, including, without limit, any accounts of Applicant or any guarantor with the Bank, or (i) if Bank shall in good faith deem itself insecure at any time, deeming the prospect of payment or performance of any of the liabilities or obligations of Applicant to Bank to be impaired.

15. **Remedies.** (a) Upon the occurrence of any Event of Default, Bank may, at its option and without prior notice to Applicant, declare any or all of the Obligations of Applicant to Bank (whether under this Agreement or otherwise) to be immediately due and payable (notwithstanding any provisions contained in the evidence of it to the contrary), sell or liquidate all or any portion of any collateral (including, without limit, the Collateral) securing any such Obligations of Applicant to Bank, and exercise any and all rights and remedies available to Bank under the Commercial Code. Without limiting the generality of the foregoing, upon the occurrence of any Event of Default, Bank may exercise in respect of the Collateral any and all rights of a secured party under the Commercial Code and any other applicable law, and may, without notice except as otherwise required, sell such Collateral or any part thereof, in one or more parcels or public or private sale, at any of Bank's offices or elsewhere. For each, an agent or its future delivery, and upon such terms as Bank may deem commercially reasonable. After the disposal of any of the Collateral, Bank may deduct all reasonable legal and other expenses and attorneys' fees for prosecuting its interests and enforcing its remedies under this Application and Agreement and shall apply the residue of the proceeds to, or hold as a reserve against, the Obligations in such manner as Bank in its sole discretion shall determine, and shall pay the balance, if any, to Applicant or otherwise, in accordance with applicable law. Applicant will pay to Bank, on demand, all costs and expenses (including, without limitation, attorneys' fees and legal expenses) related or incidental to the repossession, custody, preservation, protection, sale or preparation for sale, collection from or other realization upon any such Collateral, or related or incidental to the establishment, preservation or enforcement of Bank's rights and remedies in respect of such Collateral.

(b) In addition to any other rights and remedies available to Bank, upon the occurrence of any Event of Default hereunder, Applicant shall, upon the written request of Bank, deliver to Bank cash collateral in an amount equal to the aggregate undrawn or available amount of the Credit at such time, which sum shall be held by Bank as cash collateral to secure the payment and performance of all obligations of Applicant to Bank under or pursuant to this Agreement or otherwise in respect of the Credit, and Applicant hereby pledges and grants unto Bank a continuing first priority security interest in any and all such sums so delivered to Bank.

(c) Upon the occurrence and at any time during the continuance of any Event of Default hereunder, Bank may at any time and from time to time, without notice to Applicant (any requirement for such notice being expressly waived by Applicant), set off and apply against any and all of the Obligations of Applicant to Bank the Deposit Account, irrespective of whether or not Bank shall have made any demand hereunder and although such obligations may be contingent and unsecured. The rights of Bank under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Bank may otherwise have.

16. **Consent to Jurisdiction.** Applicant hereby submits to the non-exclusive jurisdiction of any United States Federal Court or state court of competent jurisdiction sitting in the state in which the governing law is promulgated in any action or proceeding arising out of or relating to this Agreement in the Credit, and Applicant agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Applicant irrevocably waives any objection to the filing of venue in any such action or proceeding in any of the above described courts. Applicant agrees that service of process in any such legal proceeding may be made, and shall be conclusively deemed sufficient and adequate, by mailing copies thereof (by registered or certified mail, if practicable), postage prepaid, or by teletransmission to Applicant at his address set forth herein or such other address of which Bank shall be notified in writing, in which event, service shall be deemed complete upon the filing with the court of a copy of the process mailed or sent and an affidavit attesting the mailing or sending. Applicant agrees that nothing herein shall affect Bank's right to effect service of process in any other manner permitted by law.

17. **No Waiver of Bank's Rights.** Bank shall not be deemed to have waived any of its rights hereunder, unless Bank or its authorized agents shall have signed such waiver in writing and delivered such waiver to Applicant at Applicant's address as set forth herein. No such waiver, unless expressly as stated therein, shall be effective as to any transaction which occurs subsequent to the date of such waiver, nor as to any continuance of a breach after such waiver. BANK SHALL NOT BE BOUND BY ANY ALTERATION, MODIFICATION, ADDITION TO OR DELETION OF ANY OF THE PROVISIONS OF THIS AGREEMENT UNLESS EXPRESSLY AGREED TO IN WRITING BY BANK AND DELIVERED TO APPLICANT AT APPLICANT'S ADDRESS AS SET FORTH HEREIN.

18. **Applicant's Waivers.** Applicant waives presentment, demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices and agrees that no extension or indulgence to Applicant (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any Applicant, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of the undersigned. Applicant waives all defenses or right to discharge available under Section 3-605 of the Commercial Code and waives all other suretyship defenses or right to discharge.

19. **Correspondent Bank.** (a) If Applicant has submitted this Application to a bank other than Comerica Bank (such other bank is herein called a "Correspondent Bank") requesting that the Correspondent Bank, on behalf of Applicant, deliver this Application and Agreement to Bank requesting that the Bank issue the Credit, then the following provisions shall apply: (i) the term "Bank" shall mean such Correspondent Bank and Bank, both collectively and individually so that either the Correspondent Bank or Bank may exercise all the rights, privileges and powers conferred upon Bank under this Agreement; and (ii) any collateral given as security for Applicant's obligations under this Application and Agreement, and any deposit balances of Applicant with the Correspondent Bank, shall stand as security and collateral for the Credit and for any of the Correspondent Bank's obligations under or pursuant to this Application and Agreement or otherwise in respect of the Credit.

(b) If the issuance of the Credit is requested by or through a Correspondent Bank in accordance with the terms hereof, then the Correspondent Bank, by its execution of this Application and Agreement: (i) requests and authorizes Bank to issue the Credit in Bank's name or through a correspondent; (ii) authorizes Bank and/or its correspondent(s) to pay instruments drawn against the Credit as specified in this Application and Agreement and to exercise all rights, powers and privileges conferred by this Application and Agreement, without reference to the Correspondent Bank; (iii) agrees to reimburse Bank and make payments to Bank in amount, time and manner as required of Applicant under this Agreement, whether or not the Correspondent Bank has received payment from Applicant; (iv) assigns in Bank as security all its rights, including rights of payment and to security, under this Agreement and agrees to deliver to Bank, upon demand, such additional security as Bank may

request, and also agrees to give Bank a lien on all its property, including deposit balances now or hereafter, for the amount of any liability of the Correspondent Bank to Bank hereunder; (v) agrees that if Correspondent Bank fails to make any payment or provide any security as requested, all of Correspondent Bank's obligations and liabilities to Bank shall immediately, without notice, become due and payable at Bank's sole option. Correspondent Bank acknowledges and agrees that Bank shall have the right to demand or seek reimbursement and other payments required under this Agreement directly from the Correspondent Bank, with out any obligation or requirement that Bank demand or seek reimbursement or payment from Applicant or any other person(s) or otherwise exercise any of Bank's rights or remedies against Applicant or such other person(s).

20. **Successors and Assigns.** This Agreement and the obligations hereunder shall bind the successors and assigns of Applicant, and all rights, benefits and privileges conferred on Bank shall be extended to, conferred upon, and may be enforced by Bank's successors and assigns; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Applicant without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion.

21. **Notices.** Except as otherwise provided herein, any notice from Bank to Applicant, shall be deemed effective upon: (a) if hand delivered, upon actual receipt thereof by Applicant; (b) if mailed or by overnight courier service, when mailed or delivered to such courier service, postage paid, addressed to Applicant at its address set forth herein or such other address of which Bank shall be notified in writing at Bank's Designated Office, or (c) if by computer, facsimile or other electronic means acceptable to Bank, the sending or transmission thereof and Bank's receipt of confirmation that the notice was transmitted. Any notice to Bank must be in writing, must be sent to Bank's Designated Office, and shall only be deemed given when actually received by Bank.

22. **Severability.** Whenever possible each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

23. **Participations, Assignments, Disclosures.** Applicant agrees that Bank has the right to sell, assign, or grant participations or any interest in, the Credit or any or all of the liabilities, obligations or indebtedness of Applicant to Bank, and that, in connection therewith, but without limiting its ability to make other disclosures to the full extent allowable, Bank may disclose all documents and information which Bank now or later has relating to Applicant, the Credit or such liabilities, obligations or indebtedness. Applicant agrees that Bank may provide information relating to this Agreement or relating to Applicant to the Bank's parent, affiliates, subsidiaries and service providers.

24. **Headings.** Headings in this Agreement are included for convenience of reference only and shall not constitute part of this Agreement and shall in no way modify or affect any of the terms or provisions of this Agreement.

25. **Joint and Several Obligations.** If this Application and Agreement is executed by more than one Applicant, each Applicant agrees to be bound by the terms and conditions of this Agreement (as Applicant) and each Applicant agrees that each shall be jointly and severally liable for all indebtedness and obligations arising under or pursuant to this Agreement.

26. **COMPLETE AGREEMENT; NO ORAL AGREEMENTS.** THIS AGREEMENT AND ANY REQUESTS ACCEPTED BY BANK CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES REGARDING ITS SUBJECT MATTER, SUPERSEDES ALL PRIOR AGREEMENTS REGARDING ITS SUBJECT MATTER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CAN ONLY BE MODIFIED IN WRITING SIGNED BY THE AUTHORIZED REPRESENTATIVE OF APPLICANT AND BANK. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. APPLICANT ACKNOWLEDGES AND AGREES THAT THERE ARE NO CONTRARY AGREEMENTS, ORAL OR WRITTEN, ESTABLISHING A TERM OF THIS AGREEMENT.

27. **WAIVER OF JURY TRIAL.** APPLICANT AND BANK (BY ITS ACCEPTANCE OF THIS AGREEMENT) ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL, OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

28. **Credit/Debt Adjustment.** If Bank issues the Credit, it is being issued pursuant to a credit facility(ies) extended by Bank to Applicant, and any amount available to Applicant under each credit facility shall be reduced by an amount equal to the amount of the Credit.

29. **Electronic Notices, Confidential Information.** Applicant acknowledges and agrees that if Applicant forwards notices or otherwise communicates with Bank via email, the internet or other electronic means, such notices or communications may not be secure, and Applicant assumes all risks associated with the use of such means of communication, including, without limitation, unauthorized access to such information by third parties; and Applicant indemnifies and holds Bank harmless from and against all liabilities, damages, losses, costs and expenses of any nature whatsoever arising or incurred as a result of Applicant's use of any such means of communication. Applicant is advised that it should not use browser e-mail to send notices or communications to Bank which contain unencrypted confidential information, such as passwords, account numbers, Social Security numbers or tax identification numbers.

30. **Survival.** All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding. The obligations of Applicant to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 7 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

31. **Term.** This Agreement shall remain in effect so long as any Obligation, whether or not contingent or unliquidated, now or hereafter arising, remains in existence.

In consideration of Bank issuing the Credit and for other consideration, the receipt and adequacy of which is hereby acknowledged, Applicant(s) agree(s) to be bound by this Agreement, including but not limited to the payment obligations therein set forth.

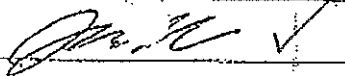
This Application and Agreement has been entered into this _____ day of _____, 20____.

APPLICANT(S):

Applicant Name Conoxant Systems, Inc.

Applicant Name _____

Received Time, Jan. 27, 2011, 10:21AM No. 7009
Original Agreement (Rev. 12/07)

Authorized Signature	
	
Authorized Signature, Title	
Jean An, Sr VP, CFO and Treasurer	
Contact Name	
ANN SADAKANO	
Telephone Number	
919 483 5221	
Street Address	
4000 MacArthur Blvd	
City	State Zip
Newport Beach CA	92660

Authorized Signature		
Authorized Signature, Title		
Contact Name		
Telephone Number		
Street Address		
City	State	Zip

CORRESPONDENT BANK: (This section must be completed by the Correspondent Bank if Application is being submitted through another Bank.)

Correspondent Bank Name			
Authorized Signature		Authorized Signature, Title	
Street Address		City	State Zip
We certify that all Section 326 of the USA Patriot Act Customer Identification Program (CIP) requirements have been completed on this Credit Applicant.			

BANK'S DESIGNATED OFFICE:

Designate only one. The Bank's Designated Office should be the respective office of Bank to which this Application and Agreement is directed. Please contact your Bank representative if there are any questions regarding the appropriate Designated Office. If the Applicant does not select a Designated Office, as provided below, the Designated Office, and the applicable Governing Law, shall be determined by Bank in its sole discretion.

- | | |
|---|---|
| <input type="checkbox"/> California - Northern (California law governs)
Comerica Bank, International Trade Services
2 Embarcadero Center, 3 rd Floor
San Francisco, CA 94111 | <input type="checkbox"/> Michigan - Detroit (Michigan law governs)
Comerica Bank, International Trade Services
411 West Lafayette, MC 3341
Detroit, MI 48226 |
| <input checked="" type="checkbox"/> California - Southern (California law governs)
Comerica Bank, International Trade Services
1331 Krocway Ave., 5 th Floor
El Segundo, CA 90245 | <input type="checkbox"/> Michigan - Grand Rapids (Michigan law governs)
Comerica Bank, International Trade Services
59 Monroe N.W., Suite 500
Grand Rapids, MI 49503 |
| <input type="checkbox"/> Florida (Michigan law governs)
Comerica Bank, International Trade Services
100 N.E. Third Avenue, Suite 600
Ft. Lauderdale, FL 33301 | <input type="checkbox"/> Texas - North (Texas law governs)
Comerica Bank, International Trade Services
6260 East Mockingbird, 2 nd Floor
Dallas, TX 75214 |
| <input type="checkbox"/> Illinois (Michigan law governs)
Comerica Bank, International Trade Services
203 N. LaSalle, Suite 2240
Chicago, IL 60601 | <input type="checkbox"/> Texas - South (Texas law governs)
Comerica Bank, International Trade Services
910 Louisiana, 4 th Floor
Houston, TX 77002 |

****PROFORMA WORDING**FOR DISCUSSION ONLY** PLEASE REVIEW CAREFULLY****
ISSUING BANK HAS PREPARED THIS SPECIMEN UPON REQUEST AND BASED UPON INFORMATION SUPPLIED TO IT. NO REPRESENTATION OR COMMITMENT IS MADE BY THE ISSUING BANK REGARDING THE ACCURACY OR SUITABILITY OF THIS SPECIMEN FOR ITS INTENDED PURPOSE OR THE WILLINGNESS OF ISSUING BANK TO ISSUE THIS LETTER OF CREDIT IN THIS OR ANY OTHER FORM.

EXHIBIT "A"

WORDING APPROVED: CONEXANT SYSTEMS, INC.

BY: Jean Hn ITS: [Signature] DATED: 1/27/2011
SR VP, CFO & TREASURER

COMERICA BANK
INTERNATIONAL TRADE SERVICES
2321 ROSECRANS AVENUE, 5TH FLOOR
EL SEGUNDO, CA 90245

FAX NO: 310-297-2890
SWIFT: MNBDUS6S LAX
PHONE: 310-297-2840

DATE OF ISSUE: MMDDYYYY
STANDBY LETTER OF CREDIT NO. (INSERT L/C NO.)

BENEFICIARY:
STONY BROOK ASSOCIATES, LLC
C/O BOSTON PROPERTIES LP
400 BOYLSTON ST., STE. 1900
BOSTON, MA 02199-8103
ATTN: LEASE ADMIN., LEGAL DEPT.

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [INSERT L/C NO.] IN YOUR FAVOR, FOR ACCOUNT OF CONEXANT SYSTEMS, INC. ("ACCOUNTER"), 4000 MACARTHUR BOULEVARD, NEWPORT BEACH, CA 92660, FOR A SUM NOT EXCEEDING USD 45,918.75 (U.S. DOLLARS FORTY FIVE THOUSAND NINE HUNDRED EIGHTEEN AND 75/100 ONLY) AVAILABLE BY YOUR DRAFT(S), AT SIGHT ON COMERICA BANK (IN THE FORM ATTACHED HERETO AS ANNEX A), WHEN ACCOMPANIED BY:

1. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND AMENDMENT(S) IF ANY, OR AS OTHERWISE INDICATED BELOW.
2. BENEFICIARY'S STATEMENT ON ITS LETTERHEAD DATED AND SIGNED BY AN OFFICER OF THE BENEFICIARY INDICATING NAME AND TITLE OF THE SIGNER WITH THE FOLLOWING WORDING:

THE UNDERSIGNED HEREBY CERTIFIES THAT SUCH MONIES AS EVIDENCED BY THE ACCOMPANYING SIGHT DRAFT ARE DUE AND OWING TO BENEFICIARY UNDER THAT CERTAIN 201 JONES ROAD LEASE DATED (NEED DATE) THAT EXISTS BY AND BETWEEN CONEXANT SYSTEMS, INC., AS TENANT AND STONY BROOK ASSOCIATES, LLC, AS LANDLORD.

SPECIAL CONDITIONS:

ALL SIGNATURES MUST BE MANUALLY EXECUTED IN ORIGINALS.

ALL INFORMATION REQUIRED WHETHER INDICATED BY BLANKS, BRACKETS OR OTHERWISE, MUST BE COMPLETED AT THE TIME OF DRAWING.

PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS MAY BE MADE UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT, PROVIDED, HOWEVER, THAT EACH SUCH DEMAND THAT IS PAID BY US SHALL REDUCE THE AMOUNT AVAILABLE UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT.

IT IS A CONDITION OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE WE SEND YOU NOTICE BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS IRREVOCABLE STANDBY LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. SAID NOTIFICATION WILL BE SENT TO THE ADDRESS INDICATED ABOVE, UNLESS A CHANGE OF ADDRESS IS OTHERWISE NOTIFIED BY YOU TO US IN WRITING BY RECEIPTED MAIL OR COURIER. ANY NOTICE TO US WILL BE DEEMED EFFECTIVE ONLY UPON ACTUAL RECEIPT BY US AT OUR DESIGNATED OFFICE. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR SIGHT DRAFT(S) DRAWN

ON US AND YOUR SIGNED STATEMENT READING AS FOLLOWS: "WE CERTIFY THAT THIS DRAWING REPRESENTS FUNDS DUE US AS A RESULT OF OUR HAVING RECEIVED NOTIFICATION FROM COMERICA BANK OF ITS INTENTION NOT TO EXTEND STANDBY LETTER OF CREDIT NO. [INSERT L/C NO.]. THE AMOUNT OF (SPECIFY AMOUNT) IS NOW DUE AND PAYABLE."

IN NO EVENT, AND WITHOUT FURTHER NOTICE FROM OURSELVES, SHALL THE EXPIRATION DATE BE EXTENDED BEYOND A FINAL EXPIRATION DATE OF APRIL 30, 2016.

THIS LETTER OF CREDIT MAY BE TRANSFERRED SUCCESSIVELY IN ITS ENTIRETY ONLY UP TO THE THEN AVAILABLE AMOUNT IN FAVOR OF A NOMINATED TRANSFEREE ("TRANSFEREE"), ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE IS IN COMPLIANCE WITH ALL APPLICABLE U.S. LAWS AND REGULATIONS. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINAL AMENDMENT(S) IF ANY, MUST BE SURRENDERED TO US TOGETHER WITH OUR TRANSFER FORM (ATTACHED HERETO).

ALL COMMISSIONS AND FEES UNDER THIS LETTER OF CREDIT, INCLUDING TRANSFERS ARE FOR THE ACCOUNTEE'S ACCOUNT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAWING(S) MADE DRAWN UNDER AND IN COMPLIANCE WITH THIS STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION (WHICH MAY BE VIA NATIONALLY RECOGNIZED DELIVERY SERVICE) TO COMERICA BANK, AT THE ADDRESS EVIDENCED ABOVE ON OR BEFORE APRIL 30, 2012 OR ANY AUTOMATICALLY EXTENDED DATE BY WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS TO ANY ACCOUNT DESIGNATED BY THE BENEFICIARY. PRESENTATION MAY ALSO BE EFFECTED BY FACSIMILE TO COMERICA BANK FAX NUMBER 310 297-2890 CONFIRMED BY PHONE CALL AT 310 297-2840. WHEN PRESENTATION IS MADE BY FACSIMILE, THE ORIGINAL LETTER OF CREDIT MAY BE REPLACED BY A BENEFICIARY'S STATEMENT THAT <BENEFICIARY'S NAME> IS IN POSSESSION OF THE ORIGINAL LETTER OF CREDIT, AND THAT THE AMOUNT AND DATE OF THIS PRESENTATION HAS BEEN NOTED ON THE BACK OF SUCH ORIGINAL. IN THE EVENT OF FACSIMILE DRAWING, THE DRAFT(S) AND DOCUMENTS REQUIRED HEREUNDER WILL BE CONSIDERED TO HAVE BEEN PRESENTED TO COMERICA BANK IF COPIES OF SUCH DRAFT(S) AND DOCUMENTS ARE RECEIVED BY COMERICA BANK BY MEANS OF A FACSIMILE AT THE FAX NUMBER NOTED ABOVE. HOWEVER, THE DRAFT MUST INCLUDE THE FRONT AND BACK OF THE DRAFT IN ORDER TO EVIDENCE ENDORSEMENT THEREOF.

HOWEVER, THIS STANDBY LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT BE IN ANY WAY MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS STANDBY LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS STANDBY LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS LETTER OF CREDIT IS SUBJECT TO THE ISP98 INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 1998 VERSION (ISP98)).

1/27/2011

ANNEX A
SIGHT DRAFT

DATE: _____	REF. NO. _____
AT SIGHT	
PAY TO THE ORDER OF _____	US\$ _____
US DOLLARS _____	
"DRAWN UNDER COMERICA BANK, IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER NO. _____ DATED _____, 2011"	
TO: COMERICA BANK 2321 ROSECRANS AVE., 5 TH FL EL SEGUNDO, CA 90245	(INSERT NAME OF BENEFICIARY)
_____ AUTHORIZED SIGNATURE	

GUIDELINES TO PREPARE THE SIGHT DRAFT:

1. **DATE:** ISSUANCE DATE OF DRAFT.
 2. **REF. NO.:** YOUR REFERENCE NUMBER, IF ANY.
 3. **PAY TO THE ORDER OF:** BENEFICIARY'S NAME
 4. **US\$:** AMOUNT OF DRAWING IN FIGURES.
 5. **US DOLLARS:** AMOUNT OF DRAWING IN WORDS.
 6. **LETTER OF CREDIT NUMBER:** OUR STANDBY L/C NUMBER THAT PERTAINS TO THE DRAWING.
 7. **DATED:** ISSUANCE DATE OF OUR STANDBY L/C.
- NOTE:** BENEFICIARY'S NAME SHOULD BE PRINTED AT THE BACK OF THE SIGHT DRAFT WITH ENDORSEMENT.

1/27/2011