

EXHIBIT H



MAT

FAX NO: 310-297-2886
SWIFT: MNBDUS6S LAX

COPY

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

AMENDMENT TO LETTER OF CREDIT
NOVEMBER 16, 2011

CREDIT NUMBER OF
ISSUING BANK: 644789 -44

ISSUING BANK:

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

APPLICANT:

CONEXANT SYSTEMS, INC.
4000 MACARTHUR BOULEVARD
NEWPORT BEACH, CA 92660

BENEFICIARY:
SAN DIEGO GAS AND ELECTRIC COMPANY
555 W. FIFTH STREET
MAIL CODE GT10E3
LOS ANGELES, CA 90013

AMENDMENT NUMBER: 01

THIS AMENDMENT IS TO BE CONSIDERED
AS PART OF THE ABOVE CREDIT AND MUST
BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

PLEASE NOTE THE FOLLOWING ADDITION:
THE AMOUNT OF THIS CREDIT HAS DECREASED BY 59,173.00 USD.
THE AMOUNT OF THIS CREDIT ISSUED NOW TOTALS USD 110,000.00

TO THE BENEFICIARY: PLEASE COMMUNICATE YOUR ACCEPTANCE OR REJECTION OF THIS
AMENDMENT BY COMPLETING THE FOLLOWING AND MAIL A COPY OF THIS AMENDMENT TO US
AT COMERICA BANK, INTERNATIONAL TRADE SERVICES, 2321 ROSECRANS AVE., 5TH FL.,
EL SEGUNDO CA 90245.

THIS AMENDMENT IS: < X >ACCEPTED < >REJECTED

Ruben A. Betancourt / 11/29/11
AUTHORIZED SIGNATURE OF BENEFICIARY / DATE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

VERY TRULY YOURS,

[Signature]
Rudy Forbes
V.P. International Trade Services

AUTHORIZED SIGNATURE

12/8/11 ROD/pj
bnt accepted amerelid
Released
Date 12/8

COPY



FAX NO: 310-297-2890
SWIFT: MNBDUS68 LAX

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

BENEFICIARY:
San Diego Gas & Electric Company
555 W. Fifth Street
Mail Code: GT10E3
Los Angeles, CA 90013

ISSUANCE DATE: January 15, 2010

Gentlemen:

We hereby open our irrevocable standby Letter of Credit Number 644789-44 in favor of San Diego Gas & Electric Company ("Secured Party"), by order and for account of Conexant Systems, Inc., a California Corporation ("Account Party"), available at sight upon demand at our counters, at Comerica Bank, International Trade Services, 2321 Rosecrans Avenue, 5th Floor, El Segundo, Ca. 90245 for an amount of US\$169,173.00 (One Hundred Sixty-Nine Thousand One Hundred Seventy-Three and 00/100 Dollars) against presentation of one of the following documents:

1- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "Conexant Systems, Inc. ("Account Party") is in default under its obligations with respect to natural gas and/or electric service provided by Secured Party or under any transaction contemplated thereby (whether by failure to perform or pay any obligation thereunder or by occurrence of a "default", "event of default" or similar term as defined in such agreement, any other agreement between Secured Party and Account Party, or otherwise). The amount due to Secured Party is US \$ _____."

or

2- Statement signed by a person purported to be an authorized representative of Secured Party stating that: "as of the close of business on ____ [insert date, which is less than 60 days prior to the expiration date of the Letter of Credit] you have provided written notice to us indicating your election not to permit extension of this Letter of Credit beyond its current expiry date. The amount due to Secured Party, whether or not a default has occurred, is U.S. \$ _____."



Special Conditions:

- All costs and banking charges pertaining to this Letter of Credit are for the account of Account Party.
- Partial and multiple drawings are permitted.
- Fax of Document 1 or 2 above acceptable.

This Letter of Credit expires on February 04, 2011 at our counters.

We hereby engage with Secured Party that upon presentation of a document as specified under and in compliance with the terms of this Letter of Credit, this Letter of Credit will be duly honored in the amount stated in Document 1 or 2 above. If a document is so presented in compliance with the terms of this Letter of Credit by 10:00 A.M. on any California banking day, we will honor the same in full in immediately available funds on the next banking day and, if so presented after 10:00 A.M. on a California banking day, we will honor the same in full in immediately available funds by noon on the second succeeding banking day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary of such date, unless at least ninety (90) days prior to any such expiry date we have sent you written notice by regular and registered mail or courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.



Handwritten scribbles or marks in the top left corner.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of California.

Comerica Bank

Authorized Signature(s)

Rudy Forbes
V.P. International Trade Services