

ORIGINAL

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE
Delaware PROOF OF CLAIM

Name of Debtor: CONEXANT SYSTEMS INC.

Case Number: 13-10367

APR 28 AM 10:12
CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE
COURT USE ONLY

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Toyota Lease Trust

Name and address where notices should be sent: Toyota Motor Credit Corporation, PO BOX 8026, Cedar Rapids, Iowa 52408-8026
Telephone number: (800) 874-8822 email:

RECEIVED
APR 04 2013

Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number: (If known)
Filed on:

Name and address where payment should be sent (if different from above): Toyota Motor Credit Corporation, PO BOX 9490, Cedar Rapids, Iowa 52409-9490
Telephone number: (800) 874-8822 email:

BMC GROUP

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: \$ 13,392.75*
If all or part of your claim is secured, complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Car Lease (See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: 001-DS306212

3a. Debtor may have scheduled account as: (See instruction #3a)

3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.
Amount of arrearage and other charges, as of the time the case was filed, included in secured claim, if any: \$0.00
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: 13 TOYOTA SIENNA
Basis for perfection: Certificate of Title
Value of Property: \$N/A
Amount of Secured Claim: \$0.00
Annual Interest Rate: N/A Fixed Variable
Amount Unsecured: \$13,392.75
Represents remaining lease payments at the time of filing; Maturity at 2/11/2016 Debtor remains liable to return vehicle and pay excess wear and use, if any, or purchase in full for residual of \$14,804.00, plus applicable fees and taxes. Creditor reserves the right to amend its claim to seek a deficiency balance, if any, in the event creditor's collateral is liquidated.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).
Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
Amount entitled to priority: \$
Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)



7. Documents: Attach **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7. and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)
- I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.)
- I am the guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Brittny Martinson

Title: Asset Protection Specialist

Company: Toyota Financial Services

Address and telephone number (if different from notice address above):

/s/ Brittny Martinson
(Signature)

3/11/2013
(Date)

Telephone number: 800-874-8822 x 71309 email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CLOSED END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA



Lease Date **02/11/13**

LESSOR (CALLER) NAME AND ADDRESS TUSTIN TOYOTA 44 AUTO CENTER DRIVE TUSTIN, CA 92782	LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS CONEXANT SYSTEMS INC 4000 MACARTHUR NEWPORT BEACH, CA 92658	VEHICLE GARAGING ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS N/A
PHONE NUMBER (714) 632-3111	COUNTY ORANGE	COUNTY ORANGE

This is a lease for the vehicle described below. The words "you," "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we," "us" and "our" refer to the Lessor, and after assignment, the Toyota Lease Trust (TLT) and any subsequent assignee Toyota Motor Credit Corporation (TMCC) will be assigning this Lease on behalf of TLT. By signing this Lease, you are leasing the Vehicle according to all of the terms of this Lease.

2 Description of Leased Vehicle, Trade-In Vehicle and Trade-In Agreement
You are leasing from us, and received in satisfactory condition, the following vehicle:

New Used or Demo	Year	Make	Model	Body Style	Vehicle Identification No and License Plate No	Odometer Mileage
NEW	2013	TOYOTA	SIENNA	SV	STD2K3DC6DS306232	7

Primary Use Personal, Family or Household Business, Agricultural or Commercial

2011 **TOYOTA** or **SIENNA** Description of other Property Traded-In

The above Vehicle or Property is being traded in today. The Agreed Upon Value of this Vehicle or Property is \$ **15,300.00**. You agree to pay Lessor (Dealer) any deficiency between the profit used to calculate the amount in 6a or 13a and the actual cost. The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of the Lease, the other section of the Lease shall control.

Lessee agrees that if this lease cannot be assigned by Dealer to a financial institution or later sold to Dealer and Dealer gives Lessee notice within 10 days, that Lessee will be responsible. Lessee certifies that this notice to Dealer is not a condition to Dealer give Lessee notice of its consideration paid.

PRINTED COPY

3 ALTERNATIVE FINANCING ACT SEPARATED DISCLOSURES

3 Amount Due at Lease Signing or Delivery (rounded in Section 7 below) \$ 2,500.00	4 Monthly Payments Your first Monthly Payment of \$ 382.65 is due on 02/11/13 , followed by 35 payments of \$ 382.65 due on the 11th of each month. The total of your Monthly Payments is \$ 13,775.40	5 Other Charges (not part of your Monthly Payment) Depositor fee (if you do not purchase the Vehicle) \$ 350.00 Total \$ 350.00	6 Total of Payments (The amount you will have paid by the end of the Lease) \$ 16,242.75
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7 Amount Due at Lease Signing or Delivery	8 How the Amount Due at Lease Signing or Delivery will be Paid
a Capitalized Cost Reduction \$ 1,662.59	a Net Trade-In Allowance \$ 1,500.00
b First Monthly Payment \$ 382.65	b Rebates and Noncash Credits \$ 1,000.00
c Refundable Security Deposit \$ N/A	c Amount to be Paid in Cash \$ 1,500.00
d Title, Registration and License Fees \$ 204.00	
e Tax on Capitalized Cost Reduction \$ 133.01	
f Document Processing Charge (Not a Government Fee) \$ N/A	
g Acquisition Fee \$ N/A	
h California Title Fee \$ 8.75	
i DMV Electronic Filing Charge (Not a Government Fee) \$ 29.00	
j N/A \$ N/A	
k N/A \$ N/A	
l N/A \$ N/A	
m Total \$ 2,500.00	d Total \$ 2,500.00

9a Gross Capitalized Cost: The Total Agreed Upon Value of the Vehicle (\$ 28,324.65) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balances). For an itemization of this amount, see Section 13	9b Depreciation and any Amortized Amounts The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term
\$ 29,054.65	= \$ 12,588.06
9c Capitalized Cost Reduction: The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the Gross Capitalized Cost	9d Rent Charge: The amount charged in addition to the Depreciation and any Amortized Amounts
= \$ 1,662.59	= \$ 167.10
9e Adjusted Capitalized Cost: The amount used in calculating your Base Monthly Payment	9e Total of Base Monthly Payments: The Depreciation and any Amortized Amounts plus the Rent Charge
= \$ 27,392.06	= \$ 12,755.16
9f Residual Value: The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment	9f Lease Payments: The number of payments in your Lease
= \$ 14,804.00	= 36
	9g Base Monthly Payment
	= \$ 354.31
	9h Monthly Sales/Use Tax
	= \$ 28.34
	9i Total Monthly Payment ("Monthly Payment")
	= \$ 382.65

10 Excessive Wear and Use: You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 65,000 miles over the odometer mileage disclosed above, at the rate of **0.15** per mile.

11 Purchase Option at End of Lease: You have an option to purchase the Vehicle at the end of the Lease Term for \$ **14,804.00**.

12 Other Important Terms: See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, wear charges, late charges, insurance, and any security interest, if applicable.

13 Itemization of Gross Capitalized Cost: You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a Agreed Upon Value of the Vehicle as equipped at time of signing the Lease	\$ 28,324.65
b Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing the Lease	\$ N/A
c Initial Title, License and Registration Fees	\$ N/A
d Service Contract	\$ N/A
e Maintenance Agreement	\$ N/A
f Credit Life Insurance Premium	\$ N/A
g Credit Disability Insurance Premium	\$ N/A
h Guaranteed Automobile Protection	\$ N/A
i Excess Wear and Use Protection Plan	\$ N/A
j Outstanding Prior Credit or Lease Balance	\$ 80.00
k Document Processing Charge (Not a Government Fee)	\$ 650.00
l Acquisition Fee	\$ N/A
m California Title Fee	\$ N/A
n DMV Electronic Filing Charge (Not a Government Fee)	\$ N/A
o N/A	\$ N/A
p N/A	\$ N/A
q Gross Capitalized Cost	\$ 29,054.65

14 Lease Term and Scheduled Maturity Date: The Lease Term of this Lease is **36** months, and the Scheduled Maturity Date of this Lease is **02/10/2016**.

15 Required Insurance: You must provide the following insurance during the Lease Term with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required:

- primary automobile liability insurance with minimum limits for bodily injury of **\$100,000** for any one person, and **\$30,000** for any one accident, and **\$5,000** for property damage, and
- physical damage insurance for the full value of the Vehicle, with a maximum deductible of **\$1,000**.

See Section 24 for additional information. You have provided validity with the following insurance information:

Insurance Provider	Policy No	Insurance Coverage Verification by Dealer Employee
ATYON INSURANCE	0011 T2300	

16 Estimated Official Fees and Taxes: This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and lease (including personal property taxes), whether included in your Total Monthly Payment (Section 9), the Amount Due at Lease Signing or Delivery (Section 7) or below separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect at the time of the Vehicle at the time of or as assessed. This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases. See Section 25 for additional information.

17 Warranty: If the Vehicle is new, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless specified below:

- Remainder of standard new vehicle warranty from manufacturer
- Used vehicle warranty from manufacturer

YOU ARE LEASING THIS VEHICLE "AS IS" - WE MAKE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

18 Optional Insurance and Other Products: You are not required to buy any of the Optional Insurance or Other Products listed below to enter into the Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you read below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. **THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT.** Optional coverage for the GAP amount may be obtained for an additional price.

<input type="checkbox"/> Optional Credit Life Insurance	\$ N/A
Provider	Insurance / Premium / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A
<input type="checkbox"/> Optional Credit Disability Insurance	\$ N/A
Provider	Insurance / Premium / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A
<input type="checkbox"/> Optional Service Contract	\$ N/A
Provider	Insurance / Premium or Charge / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A
<input type="checkbox"/> Optional Guaranteed Automobile Protection (see Section 33)	\$ N/A
Provider	Insurance / Premium or Charge / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A
<input type="checkbox"/> Optional Maintenance Agreement	\$ N/A
Provider	Insurance / Premium or Charge / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A
<input type="checkbox"/> Optional Excess Wear and Use Protection Plan	\$ N/A
Provider	Insurance / Premium or Charge / Lease / Co-Lessee Rate
N/A	N/A / N/A / N/A

19 Complete Agreement or Modification: By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of the Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us: **CONEXANT SYSTEMS INC** by *[Signature]* Lessee/Co-Lessee Initials

20 Agreement to Arbitrate: By initiating below, you agree that at the request of either you or us any controversy or claim (defined in Section 45 of this Lease) between you and us shall be determined by binding arbitration. See Section 46 for further terms and conditions.

CONEXANT SYSTEMS INC by *[Signature]* Lessee/Co-Lessee Initials

21 Lease Signatures and Notices: THERE IS NO COOLING OFF PERIOD. California law does not provide for a "cooling off" or other cancellation period for vehicle lease. Therefore, you cannot later cancel this Lease simply because you change your mind. Read the vehicle lease carefully, and when you have signed a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

By signing below, you acknowledge that: (1) You have read the entire Lease, including the back side. (2) You agree to all of the provisions of this Lease. (3) This is a lease, you have no ownership interest in the Vehicle, and you do not have the option to purchase the Vehicle. (4) You are not a dealer or a salesperson. (5) You are not a minor. (6) You are not a person who is prohibited by law from leasing a vehicle. (7) You are not a person who is prohibited by law from leasing a vehicle. (8) You are not a person who is prohibited by law from leasing a vehicle. (9) You are not a person who is prohibited by law from leasing a vehicle. (10) You are not a person who is prohibited by law from leasing a vehicle.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee Signature **CONEXANT SYSTEMS INC** by *[Signature]* Co-Lessee Signature **N/A**

Notice Regarding Assignment: As part of a lease-to-own program, Toyota Motor Credit Corporation (TMCC) has engaged TOI Exchange, LLC (TOI) as a qualified intermediary. Lessor or Lessee may assign this Lease to TOI (but not its obligations) in agreements to acquire the Vehicle. The Lessor hereby assigns this Lease and assigns to the Toyota Lease Trust all rights, title and interest in the Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with the Lease, with all powers to the Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and the assignment.

Lessor **TUSTIN TOYOTA** By *[Signature]* Date **02/11/13**

PRINTED COPY

Computerized Vehicle Registration

Inquiry Report

Vehicle Registration Inquiry Report

76134093

Notice: DMV info use subject to DMV Commercial Requester Account agreement

Reference: Date: 03/11/2013
Requested: 5TDZK3DC6DS306212 Time: 01:17:38 PM
Reason: Miscellaneous/Other User ID: BM

----- REGISTERED OWNER INFO -----

NAME: TOYOTA LEASE TRUST LSR
INC CONEXANT SYSTEMS LSE
ADDRESS: 4000 MACARTHUR

CITY: NEWPORT BCH STATE: CA
COUNTY: ORANGE
ZIP CODE: 92658

----- LEGAL OWNER (LIENHOLDER) INFO -----

NAME: TOYOTA LEASE TRUST
ADDRESS: PO BOX 105386
ATLANTA

CITY: GA STATE: GA
ZIP CODE: 30348

----- VEHICLE INFO -----

EXPIRES: 02/12/14 **VLF: HM**
VIN: 5TDZK3DC6DS306212 TYPE: 11:Regular - Automobile
LICENSE: [REDACTED] ENGINE NO:
YR MODEL: 2013 WEIGHT:
YR SOLD: 00/00/13 AXLE:
* YEAR: FUEL: G
BODY TYPE: SV VEH TYPE: 11
EQUIP NO: HULL NO:
MAKE: TOYT SUP PLATE:

Date of latest Registration Card Issuance: 02/27/2013
Date of latest Ownership Certificate Issuance: 03/08/2013

----- RECORD STATUS -----

02/28/13 SMOG DUE 02/12/19
NO MAILING ADDRESS
02/11/2013-ODOMETER: 7 MILES ACTUAL MILEAGE

===== Fee Calculation Report =====

Transaction: Purchase/Trade in of Used Vehicle
Fee based on ORANGE County.

***** NOTICE *****
FEE ESTIMATE based on DMV-supplied data and disregards any title transfer
taking place or other specific credits or charges.

NO FEES CURRENTLY DUE IN 75 DAYS

* Fee Calculations include all changes as of 1/1/2013

----- End of DMV LINK Printout ----- V.3 -----

COPY

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE
Delaware

PROOF OF CLAIM

Name of Debtor:
CONEXANT SYSTEMS INC.

Case Number:
13-10367

MAR 28 AM 10:12

U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Toyota Lease Trust

COURT USE ONLY

Name and address where notices should be sent:

Toyota Motor Credit Corporation
PO BOX 8026
Cedar Rapids, Iowa 52408-8026

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number:
(If known)

Telephone number: (800) 874-8822 email:

Filed on:

Name and address where payment should be sent (if different from above):

Toyota Motor Credit Corporation
PO BOX 9490
Cedar Rapids, Iowa 52409-9490

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: (800) 874-8822 email:

1. Amount of Claim as of Date Case Filed: \$ 13,392.75*
If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Car Lease
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:
001-DS306212

3a. Debtor may have scheduled account as:

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of the time the case was filed, included in secured claim, if any:

\$0.00

Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: 13 TOYOTA SIENNA

Basis for perfection: Certificate of Title

Value of Property: \$N/A

Amount of Secured Claim: \$ 0.00

Annual Interest Rate: N/A Fixed Variable

Amount Unsecured: \$ 13,392.75

Represents remaining lease payments at the time of filing; Maturity at 2/11/2016 Debtor remains liable to return vehicle and pay excess wear and use, if any, or purchase in full for residual of \$14,804.00, plus applicable fees and taxes. Creditor reserves the right to amend its claim to seek a deficiency balance, if any, in the event creditor's collateral is liquidated.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

Amount entitled to priority:

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().

\$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attach are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am the guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Brittny Martinson

Title: Asset Protection Specialist

Company: Toyota Financial Services

Address and telephone number (if different from notice address above):

/s/ Brittny Martinson
(Signature)

3/11/2013
(Date)

Telephone number: 800-874-8822 x 71309 email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

1. Parties LESSOR (PARENT NAME AND ADDRESS) LESSEE AND CO-LESSEE NAME AND ADDRESS (LESSOR'S BILLING ADDRESS) VEHICLE (MAKE/MODEL, ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS)

LEASOR: JUSTIN TOYOTA, 44 AUTO CENTER DRIVE, TUSTIN, CA 92782. LESSEE: CONDELIANT SYSTEMS INC, 4000 MACARTHUR, NEWPORT BEACH, CA 92658. VEHICLE: N/A

2. Description of Leased Vehicle, Trade-In Vehicle and Trade-In Agreements. Year, Make, Model, Body Style, Vehicle Identification No. and License Plate No., Odometer Mileage.

Year: 2011, Make: TOYOTA, Model: SIENNA, Body Style: SV, Vehicle Identification No.: STD243DC6DS06212, Odometer Mileage: 7

3. Amount Due at Lease Signing or Delivery. Monthly Payments. Other Charges (not part of your Monthly Payment).

Amount Due at Lease Signing or Delivery: \$2500.00. Monthly Payments: \$1377.40. Other Charges: \$350.00. Total Monthly Payments: \$1727.40.

7. Amount Due at Lease Signing or Delivery. a. Capitalized Cost Reduction. b. First Monthly Payment. c. Reluctant Security Deposit. d. Title, Registration and License Fees.

Amount Due at Lease Signing or Delivery: \$2500.00. Capitalized Cost Reduction: \$1662.59. First Monthly Payment: \$382.65. Reluctant Security Deposit: N/A. Title, Registration and License Fees: \$284.00.

8. Gross Capitalized Cost. The Total Agreed Upon Value of the Vehicle (\$28324.65) and any items you may have on the Lease Term. Depreciation and any Amortized Amounts. Total of Base Monthly Payments.

13. Identification of Gross Capitalized Cost. a. Agreed Upon Value of the Vehicle as reported at time of signing the Lease. b. Total Agreed Upon Value of the Vehicle.

14. Lease Term and Scheduled Monthly Date. The Lease Term of the Lease is 02/17/2016. 15. Required Insurance. a. primary automobile liability insurance with a maximum limit for bodily injury of \$1,000,000.

16. Estimated Offset Fees and Taxes. This is an estimate of the total amount you will pay over the Lease Term for offset and lease fees, registration, title, and lease financing.

17. If the vehicle is new, the vehicle is subject to the standard new warranty from the manufacturer. If the vehicle is used, it is not covered by a warranty unless indicated below.

18. Agreement to Arbitrate. By initiating below, you agree that in the event of either you or us any controversy or claim (defined in Section 48 of this Lease) between you and us shall be determined by neutral binding arbitration.

19. Complete Agreement or Modification. By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of the Vehicle. There are no other agreements. Any change to the Lease must be in writing, and signed by you and by us.

20. Signature and Date. LESSOR SIGNATURE: JUSTIN TOYOTA, Manager, Date: 02/11/13. LESSEE SIGNATURE: CONDELIANT SYSTEMS INC, Date: N/A.

PRINTED COPY

YOUR OBLIGATIONS DURING THIS LEASE

- 21. Vehicle Maintenance and Damage You are responsible for all maintenance, repairs, services, and expenses. You agree to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You are responsible for all damage to the Vehicle and for loss of, or damage to, the Vehicle due to its use, except as follows: (a) If the damage is caused by any of these events happen, and cooperate with your insurer's claims process.
- 22. Prohibited Use of the Vehicle You agree that you will not, nor permit others to: a) use the Vehicle in any illegal manner, in violation of your insurance policy, or without the required coverage described in Sections 13 and 24; b) allow the Vehicle without our written consent. Any accessories to the Vehicle become its property; c) modify the Vehicle in any way, transfer or other encumbrance transfer, use the Vehicle to transport goods or people for hire; d) remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent; e) take the Vehicle outside the United States or Alaska (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance); f) allow anyone else to regularly use the Vehicle without our written consent. Assignment or subleasing by you of the Vehicle or Lease is strictly prohibited.
- 23. Title and Registration. Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration and license fees.
- 24. Required Insurance. We have the right to change the amounts of Required Insurance shown in Section 15. The amounts we require may not be sufficient for your needs. Your insurance provider for more information. You may obtain the required coverages through any insurance company, agent, or broker you choose. The insurance policy will be acceptable to us if the Lease Lessor Trust as additionally insured and lease agent, and give us at least 10 days written notice before any cancellation or reduction in coverage. You will continue to endorse your name(s) on any checks or drafts from your insurance company for any claim. You must provide us with written proof of the insurance.
- 25. Charges for Late Payments. If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount, or \$10, whichever is greater.
- 26. Payment Obligations. You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, repossessed by the government, or otherwise taken away. If you have a problem, or does not perform satisfactorily, if you do not return the Vehicle by the Scheduled Maturity Date, you must continue to pay the Monthly Payment.

ENDING YOUR LEASE

- 30. Early Termination by Us. We may terminate the Lease at any time if you are in default (see Section 29) and you must pay us the amounts set forth in Section 30(a) and Section 33.
 - 31. Early Termination by You. If you are not in default, you may terminate your Lease at any time prior to the end of the Lease term. You may do so in accordance with the terms contained in Sections 32 or 33, 33 of this Lease.
 - 32. You terminate the Lease early and do not elect, at the time you turn in your Vehicle, the Resending Payments Liability set forth in Section 33, you will be liable for the Standard Early Termination Liability set forth in Section 32 below.
 - 33. Resending Payments Liability. If you are not in default, you have the option to terminate your Lease at any time if you return the Vehicle to us, at the location we specify and pay us, upon demand, the following amounts: a) any Monthly Payments that have become due, and are unpaid at termination; b) any remaining Monthly Payments from date of termination to the end of the Lease; plus, c) any other amounts you owe under the Lease; plus, d) any charges for Excessive Wear and Use and excess mileage (Sections 10 and 36); plus, e) any official fees or taxes charged in connection with the Lease termination; plus, f) any remaining Refundable Security Deposit (Section 37) and any amounts we receive from canceled Optional Insurance or Other Products (Section 39).
 - 34. Standard Early Termination Liability. If you are not in default, you have the option to terminate your Lease at any time if you return the Vehicle to us, at the location we specify and pay us, upon demand, the following amounts: a) any Monthly Payments that have become due, and are unpaid at termination; plus, b) an Early Termination Charge equal to the difference, if any, between the "Adjusted Lease Balance" and the "Fair Market Value" (as defined below); plus, c) any other amounts due under the Lease, except charges for Excessive Wear and Use and excess mileage (Sections 10 and 36); plus, d) any out of pocket costs paid by us for the sale of the Vehicle, including costs for transporting, storing, preparing for sale, and advertising the Vehicle; plus, e) any official fees or taxes charged in connection with the Lease termination; plus, f) any remaining Refundable Security Deposit (Section 37), or refund we receive from Optional Insurance or Other Products (Section 39).
- The "Adjusted Lease Balance" is calculated by adding the remaining lease payments, plus the total amount of the "Resending Payments Liability" (as defined below), and subtracting the unearned portion of the Rent Charge. The unearned portion of the Rent Charge is calculated according to the "constant yield" method.
- The "Fair Market Value" is equal to the price we receive when we dispose of the Vehicle at auction. The "Fair Market Value" may also be determined by an appraisal of the vehicle at the time of termination, which you may obtain, at your own expense, from a professional independent appraiser agreed to by us. If you obtain such an appraisal, the appraised value will be used as the "Fair Market Value". The appraisal must be obtained by you within 10 days after the date of termination. If the Vehicle is subject to a total loss or theft resulting in a total loss, the Fair Market Value will equal the amount of any insurance proceeds we receive from your insurer.

ADDITIONAL INFORMATION

- 37. Refundable Security Deposit. Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase the Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase or profits will be paid to you on the security deposit.
- 38. Assignment. We can assign our interest in this Lease and in the Vehicle without our consent. After you sign this Lease, we will assign it to TL and you agree to make all payments to TL.
- 39. Refund of Optional Insurance or Other Products. If any optional insurance or products included in this Lease are not used or are cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any amounts to your account.
- 40. Indemnity. You agree to indemnify us, from and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees), which arises from or is a result of the use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
- 41. Credit Information. You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on the Lease and to provide information to our credit reporting agencies and other persons who may lawfully receive such information, or to verify the provisions of this Lease, and to disclose this information to the California Department of Motor Vehicles to permit their address to us.
- 42. Nonapproval of Credit Application. You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.
- 43. Liability. Lessee and Co-Lessee are jointly and severally liable if there is both a Lessee and Co-Lessee signing the Lease, we can, without notice or delay, the enforcement of our rights against one of you, without affecting our rights as to the other one.
- 44. Notice. All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on the Lease, unless you give a different address in writing. All correspondence and notices will be given solely in LES name, and will be given on behalf of TL.
- 45. Choice of Law and Venue. You agree that the law of the state in which this Lease is signed applies to this Lease. If you are a resident of the state where the law, those provisions will be void, and the rest of the Lease will be enforceable.
- 46. If Whichever by Us. If we delay or refrain from asserting our rights under this Lease, we do not lose those rights. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments.
- 47. Odometer Disclosure Statement. Federal law requires that you disclose the vehicle's odometer reading to us at the time of the Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement thereon, may result in the Lease and/or other obligations. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.

ARBITRATION

48. Arbitration. You agree that any claims arising from or relating to the Lease or related agreements or relationships, including the vehicle, arbitration, or otherwise to the Provider, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, strict liability, negligence, breach of contract, or otherwise. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or the Federal Arbitration Act (FAA), whichever is most favorable to you. This arbitration shall be conducted in the state and county where the Vehicle was first titled. Any arbitration shall be conducted in the state and county where the Vehicle was first titled. Any arbitration shall be conducted in the state and county where the Vehicle was first titled. Any arbitration shall be conducted in the state and county where the Vehicle was first titled.

49. Arbitration. You agree that any claims arising from or relating to the Lease or related agreements or relationships, including the vehicle, arbitration, or otherwise to the Provider, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, strict liability, negligence, breach of contract, or otherwise. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or the Federal Arbitration Act (FAA), whichever is most favorable to you. This arbitration shall be conducted in the state and county where the Vehicle was first titled. Any arbitration shall be conducted in the state and county where the Vehicle was first titled. Any arbitration shall be conducted in the state and county where the Vehicle was first titled.

CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 18), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or if otherwise in default when your disability claim is made or if a lien holder is foreclosing on you.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 30 days from the date that the rejection or the amount of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and the amount the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than 30 days after you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

PRINTED COPY

PRINTED COPY

Computerized Vehicle Registration

Inquiry Report

Vehicle Registration Inquiry Report

76134093

Notice: DMV info use subject to DMV Commercial Requester Account agreement

Reference: Date: 03/11/2013
Requested: 5TDZK3DC6DS306212 Time: 01:17:38 PM
Reason: Miscellaneous/Other User ID: BM

----- REGISTERED OWNER INFO -----

NAME: TOYOTA LEASE TRUST LSR
INC CONEXANT SYSTEMS LSE
ADDRESS: 4000 MACARTHUR

CITY: NEWPORT BCH STATE: CA
COUNTY: ORANGE
ZIP CODE: 92658

----- LEGAL OWNER (LIENHOLDER) INFO -----

NAME: TOYOTA LEASE TRUST
ADDRESS: PO BOX 105386
ATLANTA

CITY: GA STATE: GA
ZIP CODE: 30348

----- VEHICLE INFO -----

EXPIRES: 02/12/14 **VLF: HM**
VIN: 5TDZK3DC6DS306212 TYPE: 11:Regular - Automobile
LICENSE: [REDACTED] ENGINE NO:
YR MODEL: 2013 WEIGHT:
YR SOLD: 00/00/13 AXLE:
* YEAR: FUEL: G
BODY TYPE: SV VEH TYPE: 11
EQUIP NO: HULL NO:
MAKE: TOYT SUP PLATE:

Date of latest Registration Card Issuance: 02/27/2013
Date of latest Ownership Certificate Issuance: 03/08/2013

----- RECORD STATUS -----

02/28/13 SMOG DUE 02/12/19
NO MAILING ADDRESS
02/11/2013-ODOMETER: 7 MILES ACTUAL MILEAGE

===== Fee Calculation Report =====

Transaction: Purchase/Trade in of Used Vehicle
Fee based on ORANGE County.

***** NOTICE *****

FEE ESTIMATE based on DMV-supplied data and disregards any title transfer
taking place or other specific credits or charges.

NO FEES CURRENTLY DUE IN 75 DAYS

* Fee Calculations include all changes as of 1/1/2013

----- End of DMV LINK Printout ----- V.3 -----

Align bottom of Peel and Stick Airbill or Pouch here.

BMC GROUP

APR 04 2013

RECEIVED

Emp# 311271 03APR13 LG8A 519C1/648E/93AB



55317
MN-US
MSP

XH FBLA

World S

THU - 04 APR 3:00P
STANDARD OVERNIGHT

TRK# 4783 1439 9750
FedEx

MN-US

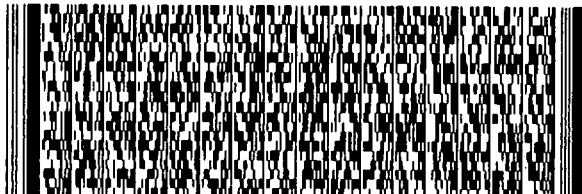
55317

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 4783 1439 9750



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REF: ~~CONTRACT~~ *CONTRACT*

CHANHASSEN MN 55317

18675 LAKE DRIVE EAST
BMC GROUP

~~CONTRACT~~ *CONTRACT*

51261/2082/FF60

SHIP DATE: 10JAN13
ACTWGT: 1.0 LB MAN
CAD: 807436/CAFE2606
BILL SENDER

ORIGIN ID: LG8A (302) 252-3673

US8C DISTRICT OF DELAWARE

824 NORTH MARKET STREET 3RD FLOOR

WILMINGTON, DE 19801

UNITED STATES US

(310) 321-6666

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