

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

PROOF OF CLAIM

Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.)

- Conexant Systems, Inc. (Case No. 13-10367)  Brooktree Broadband Holdings, Inc. (Case No. 13-10369)  
 Conexant CF, LLC (Case No. 13-10368)  Conexant, Inc. (Case No. 13-10370)  
 Conexant Systems Worldwide, Inc. (Case No. 13-10371)

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

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

ALLIANCE ACCEPTANCE CORP.

Name and address where notices should be sent:

  
 ALLIANCE ACCEPTANCE CORPORATION  
 RAY THOUSAND  
 4340 VON KARMAN AVENUE  
 SUITE 300  
 NEWPORT BEACH, CA 92660

31951543006633

RECEIVED  
 MAY 07 2013  
 BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number 949 769-8900 email: RC THOUSAND@YAHOO.COM

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

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

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

Court Claim Number (if known):

Filed on:

Payment Telephone Number ( ) email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ \$5,170.18

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 claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM:  
(See instruction #2)

SECURITY DEPOSIT FOR SUBLEASE DATED 10/12/12

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:  
Describe:

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable  
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_

Amount Unsecured: \$ \_\_\_\_\_

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.

Amount entitled to priority: \$ \_\_\_\_\_

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 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).  
 Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).  
 Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

\* 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)

Conexant Systems



00062

**7. DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). 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. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

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

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:  
BMC Group, Inc.  
Attn: Conexant Systems, Inc. Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:  
BMC Group, Inc.  
Attn: Conexant Systems, Inc. Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317

**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 a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

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: RAY J HOYSAND  
Title: PRESIDENT  
Company: ALLIANCE ACCEPTANCE CORP.  
Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]    4/29/13  
(Signature)    (Date)

Telephone number:    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.

AMENDMENT NO. 3 TO SUBLEASE

THIS AMENDMENT NO. 3 TO SUBLEASE (the "Amendment") is dated as of October 12th, 2012 (the "Effective Date") between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and ALLIANCE ACCEPTANCE CORPORATION, a California corporation ("Sublessee"). Sublessor and Sublessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Sublessor is the sublessor and Sublessee is the sublessee under that certain written Sublease dated February 22, 2010, as amended by Amendment No. 1 to Sublease dated as of June 1, 2011 and Amendment No. 2 to Sublease dated as of September 30, 2011 (collectively, the "Sublease") covering certain premises consisting of approximately 1,120 rentable square feet located at 4340 Von Karman, Suite 150, Newport Beach, California (the "Original Premises").

B. Sublessee now desires to expand the size of and relocate the Original Premises subleased under the Sublease to the approximately 3,264 rentable square foot space located in Suite 300 on the third (3<sup>rd</sup>) floor of the Building as depicted on **Exhibit A** attached hereto (the "Relocation Space"), and Sublessor is willing to do so, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Sublease.

2. Relocation of Subleased Premises. Effective as of January 1, 2013 (the "Relocation Space Commencement Date"), the Subleased Premises, as defined in the Sublease, is increased from 1,120 rentable square feet to 3,264 rentable square feet by the substitution of the Original Premises with the Relocation Space. From and after the Relocation Space Commencement Date, the Relocation Space shall be deemed the Subleased Premises under the Sublease, all as depicted on **Exhibit A** attached hereto (which exhibit shall replace Exhibit A attached to the Sublease). The Relocation Space is subject to all of the terms and conditions of the Sublease, except as expressly amended by this Amendment. Sublessor shall deliver the Relocation Space to Sublessee on the Relocation Space Commencement Date with Sublessor's Work (as defined below) substantially completed. Sublessee shall be entitled to enter the Relocation Space up to ten (10) days prior to the Relocation Space Commencement Date solely for purposes of Sublessee's installation of its furnishing and telecommunications equipment and cabling (i.e., not for early commencement of Sublessee's business operations), provided in any event that Sublessee shall be subject to all the terms of the Sublease (other than the payment of rent) and that Sublessee's work shall not interfere with Sublessor's Work.

Sublessor estimates that Sublessor's Work shall be substantially completed by January 1, 2013, provided that the Sublease and this Amendment shall remain valid even if Sublessor's Work is not substantially completed by January 1, 2013 except that the Relocation Space Commencement Date shall be automatically extended until such date that Sublessor tenders possession of the Relocation Space to Sublessee in the condition required by this Section 2.

3. Surrender of Original Premises. On or before 11:59 p.m. on December 31, 2012 (the "Surrender Date"), Sublessee shall vacate and deliver to Sublessor exclusive possession of the Original Premises in the condition required by the Sublease. As of the Surrender Date, all appurtenances, trade fixtures, improvements, equipment, additions and other property affixed to or installed in the Original Premises, whether by Sublessor or by or on behalf of Sublessee, and whether at Sublessor's expense or Sublessee's expense, shall be and remain the property of Sublessor, at Sublessor's option. Any of Sublessee's property not removed from the Original Premises on or before the Surrender Date shall, at Sublessor's option, either become the property of Sublessor or may be removed by Sublessor and Sublessee shall pay to Sublessor the cost of such removal within ten (10) days after delivery of a bill therefor. Any damage to the Original Premises, including, without limitation, any structural damage, resulting from Sublessee's use or from the removal of Sublessee's fixtures, furnishings and equipment shall be repaired by Sublessee at Sublessee's expense. Notwithstanding the foregoing, if Sublessor has not tendered possession of the Relocation Space to Sublessee in the condition required by Section 2 above on or before January 1, 2013, the Surrender Date shall be automatically extended until such time as Sublessor tenders possession of the Relocation Space to Sublessee in the condition required by Section 2 above. In the event that Sublessee fails to timely vacate and deliver exclusive possession of the Original Premises to Sublessor by the Surrender Date as required hereunder, such holding over shall not constitute a renewal, extension, a month to month tenancy or other permitted tenancy, but such continued possession shall be subject to the other covenants, conditions and agreement of the Sublease. In such event, Sublessee shall be deemed to be holding over with respect to the Original Premises and shall be liable to Sublessor for rent with respect to the Original Premises at the holdover rate provided in the Sublease and shall indemnify Sublessor against loss or liability resulting from any delay of Sublessee in not surrendering the Original Premises on the Surrender Date. Additionally, such failure shall constitute an event of default and breach of the Sublease without any applicable grace period, notice from Sublessor or period to cure.

4. Extension of Term. The "Expiration Date" of December 31, 2012 in Section 2 of the Sublease is hereby replaced with December 5, 2016.

5. Monthly Base Rent. Effective on the Relocation Date, Section 4(b)(i) of the Sublease is hereby deleted in its entirety and replaced with the following:

"(i) The Monthly Base Rent payable under this Sublease for the period January 1, 2013 through December 5, 2016 shall be as set forth in the table below and shall be paid by Sublessee to Sublessor in immediately available funds on the first day of each calendar month

| <u>Month</u>         | <u>Rate per Rentable Foot Per Month</u> | <u>Monthly Base Rent</u> |
|----------------------|---|--------------------------|
| 1/1/13-<br>12/31/14* | \$1.35                                  | \$4,406.40               |
| 1/1/15-<br>12/5/16   | \$1.44                                  | \$4,700.16               |

\*Assumes that Relocation Space Commencement Date occurs on January 1, 2013. If the Relocation Space Commencement Date occurs after January 1, 2013, Sublessee shall continue to pay Monthly Base Rent at the rate provided in the Sublease until the Relocation Space Commencement Date.

Notwithstanding the foregoing, Sublessor hereby conditionally excuses Sublessee from the payment of the Monthly Base Rent for the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) months following the Relocation Space Commencement Date; provided that Sublessee shall pay all other charges due to Sublessor under this Sublease from and after the Relocation Space Commencement Date and provided further that Sublessee shall not be in default in its obligations under this Sublease. Should Sublessee at any time during the term of this Sublease be in default hereunder and not cure such default within any applicable cure period provided herein, then Sublessee shall not be conditionally excused and shall be required to pay any Monthly Base Rent thereafter becoming due on the applicable due date.

6. Security Deposit. Effective as of the Effective Date, the Security Deposit shall be increased from \$1,601.60 to \$5,170.18. Sublessee shall deliver the additional sum required (i.e., \$3,563.58) to Sublessor in cash on or before the Effective Date.

7. Condition of Relocation Space. Except for Sublessor's obligation to perform the work in the Relocation Space shown on the space plan attached hereto as **Exhibit A** and described on **Exhibit C** attached hereto ("Sublessor's Work"), Sublessee hereby accepts the Relocation Space "AS-IS," "WHERE-IS," and in the condition existing as of the Relocation Space Commencement Date, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Relocation Space, and any easements, covenants or restrictions of record, and accepts the Sublease and this Amendment subject thereto and to all matters disclosed thereby and by any exhibit attached hereto or to the Sublease. Sublessee acknowledges that it has satisfied itself by its own independent investigation that the Relocation Space is suitable for its intended use, and that neither Sublessor nor Sublessor's agent or agents has made any representation or warranty as to the present or future suitability of the Relocation Space, the Subleased Premises, the Building or the Development for the conduct of Sublessee's business. Sublessor shall not be liable to Sublessee for any delay in the substantial completion of the Sublessor's Work, and in no event shall Sublessee have the right to terminate the Sublease as a result thereof.

8. Parking. The second sentence of Section 4.n. of the Sublease is hereby deleted and replaced with the following:

“So long as this Sublease is in effect and provided Sublessee is not in default hereunder and subject to the remaining provisions of this Sublease, Sublessee shall be entitled to use six (6) parking spaces at no additional charge and seven (7) parking spaces at a rate of Twenty-Five Dollars (\$25.00) per month payable by Sublessee to Sublessor as additional rent.”

9. Furniture. From and after the Relocation Date, the Furniture shall mean and refer to the furniture described on **Exhibit B** attached hereto (which exhibit shall replace Exhibit E attached to the Sublease).

10. Brokers. Except for Madison Street Partners (the “Sublessee’s Broker”) which represents Sublessee and Lee & Associates (the “Sublessor’s Broker”) which represents Sublessor, each party represents and warrants that it has not been represented by any broker in connection with the transaction which is the subject of this Amendment, and hereby agrees to indemnify, hold harmless and defend the other from the claims of any broker claiming under or through such indemnifying party other than the Brokers. The Brokers shall be paid pursuant to their separate agreements.

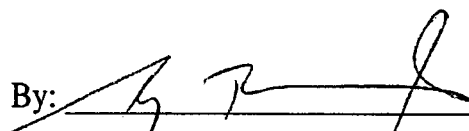
11. Sublease in Effect. Sublessor and Sublessee acknowledge and agree that the Sublease, except as amended by this Amendment, remains unmodified and in full force and effect in accordance with its terms.

12. Entire Agreement. This Amendment and the Sublease embody the entire understanding between Sublessor and Sublessee with respect to the subject matter hereof and can be changed only by an instrument in writing executed by both Sublessor and Sublessee.

13. Conflict of Terms. In the event that there is any conflict or inconsistency between the terms and conditions of the Sublease and those of this Amendment, the terms and conditions of this Amendment shall control and govern the rights and obligations of the parties hereto.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment to be effective as of the date first above written.

ALLIANCE ACCEPTANCE  
CORPORATION

By:   
Name: RAY THOUSAND  
Title: PRESIDENT

CONEXANT SYSTEMS,  
INC.

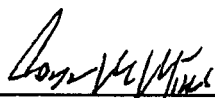
By:   
Name: Carl McMillin  
Title: CFO

EXHIBIT A

DEPICTION OF RELOCATION SPACE AND SUBLESSOR'S WORK

*See Appendix  
let*



## EXHIBIT B

### DESCRIPTION OF SUBLESSOR'S WORK

- Carpet and paint (non-shiny latex paint) the Relocation Space. Install new VCT flooring in the kitchen.
- Install five (5) new solid core, wood doors which are non-laminated. Doors will be stained to match as close as possible to suite entry doors.
- Install a double door entry at the end of the corridor closest to the elevator.
- Demo the large interior room.
- Install a ¾ height wall to the left of the reception area.
- Install an approximate 10' X 10' tiled area in the reception area.
- Repair any damaged lights, ceiling tiles and blinds.

EXHIBIT C

FURNITURE



PLACE RETURN ADDRESS FOLD AT DOTTED LINE

# CERTIFIED MAIL™

ALLIANCE ACCEPTANCE CORP  
PO BOX 10757  
NEWPORT BEACH, CA. 92658



7012 2920 0002 1014 3330

RECEIVED

MAY 07 2013

RETURN RECEIPT  
REQUESTED

BMC GROUP

BMC Group, Inc.  
Attn: Conexant Systems, Inc. Claims Processing  
PO Box 3020  
Chanhausen, MN 55317-3020

U.S. POSTAGE  
PAID  
NEWPORT BEACH, CA  
MAY 03 13  
52008  
AMOUNT  
\$6.77  
00062562-14



55317



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RESERVED AS TOP OF ENVELOPE TO THE RIGHT