

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

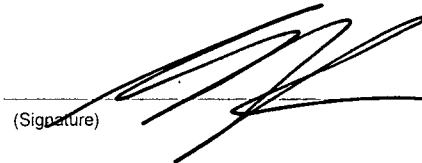
8. SIGNATURE: (See instruction #8)

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. (See Bankruptcy Rule 3004.) I am a 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: Edward D. Kirkwood
Title: CEO Chairman
Company: OAK BRIDGE ADVISORS INC.
Address and telephone number (if different from notice address above):
4000 McARTHUR Blvd. #730
Newport Beach, CA 92660

(Signature)  (Date) 5/1/13

Telephone number: (949) 681-1880 email: ek@obadvisors Inc.

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.

WEST TOWER SUBLEASE

SEPT 22, 2008
f.j.c.

This West Tower Sublease ("Sublease"), dated, for identification purposes only, August 20, 2008 ("Effective Date"), is made by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and OAKBRIDGE ADVISORS, Inc. a California Corporation ("Sublessee").

1. Premises. Sublessor hereby subleases to Sublessee and Sublessee subleases from Sublessor for the term, at the rental and upon all of the conditions set forth herein those certain premises consisting of approximately 3,580 rentable square feet consisting of a portion of the seventh (7th) floor of the West Tower of the Property (as such term, and all other initially capitalized terms used in this Sublease and not defined herein, are defined in the Master Lease described in Paragraph 3 below) commonly known as 4000 MacArthur Blvd., Suite 730, Newport Beach, California 92660 which premises are more particularly depicted on Exhibit A hereto ("Subleased Premises").

2. Term.

a. Commencement Date/Option. The term of this Sublease ("Term") shall commence on the later of November 1, 2008 or the date Sublessor tenders the Subleased Premises to Sublessee with Sublessor's Work (as defined in subparagraph 4(g)(iii) below) substantially completed ("Sublease Commencement Date"), and shall end on April 30, 2014 ("Expiration Date") unless sooner terminated pursuant to any provision hereof.

b. Renewal Term. Provided that Sublessor renews the term of the Master Lease and does not require the Subleased Premises for its own use, no Event of Default exists hereunder either at the time the option is exercised or at the time the "Additional Term" (as defined herein) would otherwise commence and Monthly Base Rent for the Additional Term shall have been agreed to by Sublessor and Sublessee in writing at least six (6) months prior to the Expiration Date, Sublessee shall have one (1) option to extend the Term of this Sublease from May 1, 2014 through March 15, 2015 ("Additional Term") by delivery to Sublessor of written notice given, if at all, after November 1, 2013 and before December 31, 2013. In the event that Sublessee is entitled to and timely and properly exercises the foregoing option, the Term shall be extended by the Additional Term, Monthly Base Rent shall be as agreed to by Sublessor and Sublessee at least six (6) months prior to the Expiration Date, and Sublessee's occupancy of the Subleased Premises shall otherwise be on all of the terms and conditions applicable to the initial Term hereof, except that there shall be no further options to extend the Term hereof. If Sublessee is not entitled to, or fails to timely or properly, exercise the foregoing option, the parties are unable to agree on a new Monthly Base Rent by six (6) months prior to the then current Expiration Date, or the option thereafter lapses because, at the time the Additional Term would commence, Sublessee is in default under this Sublease, the option shall lapse and thereafter not be exercisable. The option granted herein is personal to Sublessee.

3. Incorporation of Terms of Master Lease. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of the West Tower Lease dated March 24, 2005 ("Lease") by and between IDF/KBS 4000 MacArthur, LLC, a Delaware limited liability company ("Master Lessor"), as landlord, and Sublessor, as tenant, which has been subsequently assigned to 4000 MacArthur LLP, a copy of which is attached hereto as Exhibit B. This Sublease shall be upon all of the terms and conditions set forth in Sections 1.1, 3.1, 4.3 through 4.6, 4.8(a)(i), 4.8(b), 4.8(c)(i), 4.8(d), 5.1, 5.2, 7.1, 7.3 (other than the last sentence thereof), 7.5, 8.1(c)(i), 8.1(d)(ii), 8.2, 8.4, 9.1, 9.2, 9.4, 9.5, 10.3, 11.4, 11.6, 11.7, 12.3, 13.2 through 13.4, 14.3, 15.2 through 15.4, 19.1 through 19.10 and 19.13 through 19.17, Article 17, the second sentence of Section 4.1, the first, fourth and sixth sentences of Article 6 and Exhibit D, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Commencement Date" therein shall be deemed references to the Sublease Commencement Date herein, all references to the

“Premises” therein shall be deemed references to the Subleased Premises, all references to the “Lease” therein shall be deemed references to this Sublease, any references to the “Renewal Term” and/or “New Lease Renewal Term” shall have no application to this Sublease and Sublessor’s address for payments pursuant to Section 4.5 thereof shall be determined as set forth in Paragraph 4(s) below. The terms of such Sections of the Master Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein.

4. Additional Terms. In addition to the terms set forth above, the Sublease shall be upon the following additional terms and conditions:

a. Termination of Sublease. The Sublease shall terminate upon the sooner of the Expiration Date, subject to extension pursuant to Paragraph 2 above, or the earlier termination of the Master Lease, including a termination of the Master Lease by mutual agreement of Master Lessor and Sublessor, and Sublessor shall not be liable to Sublessee for any loss or damage resulting therefrom.

b. Monthly Base Rental.

(i) The Monthly Base Rent payable under this Sublease 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 month; provided, however, concurrently with its execution and delivery of this Sublease to Sublessor, Sublessee shall pay to Sublessor the amount of \$7,160.00, to be applied by Sublessor to Monthly Base Rent for May, 2009.

<u>Month</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
Sublease Commencement Date		
11/1/08 - 4/30/2010	\$2.00	\$7,160.00 ¹
5/1/2010 – 4/30/2011	\$2.06	\$7,374.80
5/1/2011 – 4/30/2012	\$2.12	\$7,589.60
5/1/2012 – 4/30/2013	\$2.18	\$7,904.40
5/1/2013 – 4/30/2014	\$2.25	\$8,055.00

(ii) Notwithstanding clause (i), Sublessor hereby conditionally excuses Sublessee from the payment of Monthly Base Rent for the period from and after the Sublease Commencement Date through April 30, 2009, provided that Sublessee shall pay all other charges due to Sublessor under this Sublease from and after the Effective 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 the Sublease be in default hereunder and not cure such default within any applicable cure period provided herein, then the total sum of such Monthly Base Rent so conditionally excused shall become immediately due and payable by Sublessee to Sublessor. If at the Expiration Date, Sublessee has not so defaulted, Sublessor shall waive any payment of all such Monthly Base Rent and association fees so conditionally excused.

(iii) The Monthly Base Rent for the Additional Term shall be mutually agreed

¹ Subject to clause (ii) below.

upon between the parties as set forth in Paragraph 2 at the fair market value for comparable office space in the Development, but in no event less than the Monthly Base Rent in place for the period immediately preceding the Additional Term.

(iv) In no event and under no circumstances shall Sublessee be entitled to offset any amount owed or claimed to be owed by Sublessor to Sublessee against Monthly Base Rent or Additional Rental payable to Sublessor under this Sublease.

c. Security Deposit.

(i) As set forth below, Sublessee shall deliver to Sublessor, as an inducement for Sublessor to enter into this Sublease, a security deposit in the amount Twenty Two Thousand five hundred eighty nine and 80/100 Dollars (\$22,589.80). Consisting of \$7,160.00, \$7,374.80 and \$8,055.00, which shall be in the form of cash. The Security Deposit will be due within five (5) days after Sublessee receives written notice that Sublessor has substantially completed tenant improvements. In the event that the Security Deposit is not received within 5 days, Sublessor has the right to immediately terminate this Sublease with no further recourse. It is expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Sublessor's damages in case of Sublessee's default. If Sublessee defaults with respect to any provision of this Sublease, including, but not limited to, the provisions relating to the payment of rent or the obligation to repair and maintain the Subleased Premises or to perform any other term, covenant or condition contained herein, Sublessor may (but shall not be required to), without prejudice to any other remedy provided herein or provided by law and without notice to Sublessee, use the Security Deposit, or any portion of it, to cure the default or to compensate Sublessor for all damages sustained by Sublessor resulting from Sublessee's default. Sublessee shall immediately on demand pay to Sublessor a sum equivalent to the portion of the Security Deposit so expended or applied by Sublessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with Sublessor. Although the Security Deposit shall be deemed the property of Sublessor, if Sublessee is not in default at the expiration or termination of this Sublease, Sublessor shall return the Security Deposit to Sublessee. Sublessor shall not be required to keep the Security Deposit separate from its general funds and Sublessor, not Sublessee, shall be entitled to all interest, if any, accruing on any such deposit. Upon any sale or transfer of its interest in the Subleased Premises, Sublessor shall transfer the Security Deposit to its successor in interest and thereupon, Sublessor shall be released from any liability or obligation with respect thereto.

(ii) Provided Sublessee is not then in breach or default under this Sublease as of May 1, 2010, Sublessor shall apply Seven Thousand three hundred seventy four and 80/100ths Dollars (\$7,374.80) of the Security Deposit to Monthly Base Rent for May, 2010.

d. Parking. Paragraph 7.3 of the Master Lease is hereby incorporated herein by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises herein and all references to the "Lease" therein shall be deemed references to this Sublease. So long as this Sublease is in effect and provided Sublessee is not in default hereunder, Sublessee shall be entitled to use fourteen (14) unreserved parking spaces, subject to the remaining provisions of this Sublease, provided Sublessee shall pay to Sublessor additional rent of forty dollars (\$40) per stall per month for such spaces. If additional parking is required, Sublessee may arrange for additional parking spaces through Sublessor, and only if spaces are available, Sublessee shall pay for additional parking at the then quoted monthly parking rates. Sublessor shall use reasonable efforts to arrange for additional parking spaces but is not obligated to provide such parking at the time of the request or thereafter. Sublessor may, at its sole option, reduce Sublessee's number

OAKBRIDGE ADVISORS, Inc. a
California Corporation

By: _____
Name: Jack Azar
Title: President, CFO

"Sublessee"

Address: Subleased Premises

CONEXANT SYSTEMS, INC.

By: J. Cisneros
Name: JACOB L. CISNEROS
Title: MANAGER

FACILITIES & CORP. REAL ESTATE
"Sublessor"

Address: 4000 MacArthur Blvd.
Newport Beach, CA 92660
Attn: Manager, Facilities
cc: Legal Department

AMENDMENT NO. 1 TO SUBLEASE

28 THIS AMENDMENT NO. 1 TO SUBLEASE (the "Amendment") is dated as of June 28, 2012 (the "Effective Date") between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and OAKBRIDGE ADVISORS, INC., a California corporation ("Sublessee").

RECITALS

A. Sublessor and Sublessee entered into that certain written West Tower Sublease dated as of September 22, 2008 (the "Sublease").

B. Pursuant to the Sublease, Sublessee is currently subleasing from Sublessor a portion of a Building containing approximately 3,580 rentable square feet consisting of a portion of the seventh (7th) floor of the West Tower of the Property commonly known as 4000 MacArthur Blvd., Suite 730, Newport Beach, California 92660, as more particularly described in the Sublease (the "Premises").

C. Sublessee desires to extend the Term of the Sublease, and Sublessor is willing to agree thereto, 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. Extension of Term. The "Expiration Date" in Section 2(a) of the Sublease is hereby amended to March 1, 2015. Section 2.b. of the Sublease is hereby deleted in its entirety and Sublessee shall have no option to extend the Term.

3. Monthly Base Rent. Effective on the July 1, 2012 (the "Rent Adjustment Date"), Monthly Base Rent for the Premises shall be the sum of Six Thousand Eight Hundred Two and 00/100 Dollars (\$6,802.00) per month (\$1.90 per square foot).

4. Sublessor's Work. Sublessor shall perform the following work in the Premises using building standard improvements: (i) change the flooring in the front lobby area to hardwood floors; (ii) build an enclosure with a door in the lobby area to serve as a small storage area; and (iii) paint the conference room; provided that if Sublessor's estimated cost of the same exceeds \$4000, Sublessor shall promptly notify Sublessee and Sublessee shall pay for such excess prior to Sublessor commencing work.

5. 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.

6. 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.

7. 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.

OAKBRIDGE ADVISORS, INC.

CONEXANT SYSTEMS, INC.

By: 

By: 

Name: Edward D. Kirkwood

Name: Cass M. Williams

Title: CEO

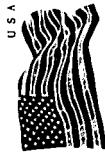
Title: CFO



OAKBRIDGE
ADVISORS INC.

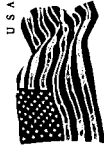
EMPLOYEE BENEFITS
RETIREMENT PLANS
ASSET MANAGEMENT

Edward Kirkwood
OakBridge Advisors Inc.
4000 MacArthur Blvd. • Suite 730
Newport Beach, CA 92660



Liberty
FOREVER

2012



Justice
FOREVER

2012

Edward Kirkwood CLU, ChFC, CLTC, PRP
OakBridge Advisors Inc.
4000 MacArthur Blvd • Suite 730
Newport Beach, CA 92660

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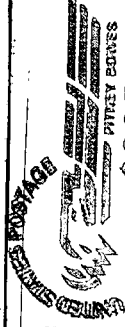
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MAY 10 2013

BMC GROUP



**OAKBRIDGE
ADVISORS INC.**

EMPLOYEE BENEFITS
RETIREMENT PLANS
ASSET MANAGEMENT

Edward Kirkwood - Crown Capital
4000 MacArthur Blvd. Suite 730
Newport Beach, CA 92660

BMC Group, Inc.

**Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020**

Chanhassen, MN 55317-3020

Please Open at Once

08/25/12 03:04 120681