

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM


Schedule G Contract
EINGEGANGEN
24. April 2013

Name of Debtor:
Conexant Systems, Inc.

Case Number:
13-10367

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):

Name and address where notices should be sent:
 31951542001176
CITCO DEUTSCHLAND GMBH
MAINZER LANDSTRASSE 46
FRANKFURT AM MAIN, 60325
GERMANY

RECEIVED
MAY 16 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 () email:

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 (49) 69 2222 1361 email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 3,218.40 as per fix rate 10/5/2013
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. EUR-Amount 2,475.88
 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) Registered Address And Corporate Secretarial Services

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
6469

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

3b. Uniform Claim Identifier (optional):
CDEU - 2013 000 10
(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)

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: Andreas Schulz
 Title: Managing Director
 Company: CITICORP
 Address and telephone number (if different from notice address above):

[Signature] i.A. Gupta 13/05/2013
 (Signature) (Date)

Telephone number: _____ email: aschulz@citicorp.com
4969222213611

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's full name, and the case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions) If the claim is secured, check the box for the nature and value of property that secures the claim,

attach copies of lien documentation and state, as of the date of the bankruptcy filing the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Administrative Expense Under 11 U.S.C. § 503(b)(9) or Priority Under 11 U.S.C. § 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See Definitions) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is a person, corporation, or other entity to whom the debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101(10).

CLAIM

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

PROOF OF CLAIM

A proof of claim is a form sued by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of the first page.

SECURED CLAIM Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court

judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED CLAIM

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

CLAIM ENTITLED TO PRIORITY Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

REDACTED

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

EVIDENCE OF PERFECTION

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

OFFERS TO PURCHASE A CLAIM

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 *et seq.*), and any applicable orders of the bankruptcy court.

Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the second page of this form.

Please read - important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/Conexant



Mr. Mark Peterson
4000 MacArthur Blvd., East Tower
Newport Beach, California 92660
United States of America

March 20, 2013

Re: Conexant Systems Germany GmbH / Andreas Schulz / TE3046469

Dear Sir or Madam,

Enclosed is a copy of our invoice no. CDEU-201300010 dated March 20, 2013 . The amount of € 2,475.88 covers our services for the period as further specified on the enclosed invoice. The original invoice will be retained at the registered office of the Company.

Please ensure that payment of the invoice is made in full, with the invoice number as a reference, within the agreed payment term of 30 days after the invoice date. If the Company has its own bank account, can you please confirm that we may arrange for settlement of the invoice on or before the due date.

In case you have any queries or further details are required, please do not hesitate to contact us within 10 days after the invoice date.

Yours faithfully,

Citco Deutschland GmbH



Invoice Number: CDEU-201300010
Date: March 20, 2013
Account Manager: Andreas Schulz
Our Reference: TE3046469
Page: 1 of 1

To: Conexant Systems Germany GmbH
FBC Frankfurter Büro Center
Mainzer Landstraße 46
60325 Frankfurt am Main
Germany

	EUR (€)	VAT
<u>Fees</u>		
Fixed Fee - Provision of Registered Address for the period April 1, 2013 through June 30, 2013	625.00	19 %
Time Spent - Corporate Secretarial Services	1,329.50	19 %
	<u>1,954.50</u>	
<u>Disbursements</u>		
Sundry charges	126.07	19 %
	<u>126.07</u>	
	Sub Total	2,080.57
	VAT: 2,080.57 @ 19 %	395.31
		<u>2,475.88</u>
	Balance Due EUR	2,475.88

VAT number: DE 244915265

Payment within 30 days. Please make payment to Citco Bank Nederland N.V., IBAN NL30 CITC 0635 9722 55, Swift CITCNL2A or Commerzbank AG (Frankfurt am Main), BIC COBADEFFXXX BLZ: 500 400 00, IBAN: DE19 5004 0000 0582 8504 00, Account No 582850400.

Citico Deutschland GmbH
FBC Frankfurter Büro Center
Mainzer Landstraße 46
60325 Frankfurt am Main
Germany

Tel.: +49 (0)69 2222 1360
Fax: +49 (0)69 2222 13650
germany-trust@citico.com

Geschäftsführer:
Kerem Abdellatif, Andreas Schulz
HRB 75476, Amtsgericht Frankfurt am Main
Sitz der Gesellschaft: Frankfurt am Main

AGREEMENT FOR OUTSOURCING SERVICES

AS



THIS AGREEMENT FOR OUTSOURCING SERVICES is made this 8th day of February 2011

BETWEEN

- 1** **Conexant Systems, Inc.**, a company duly incorporated under the laws of the United States and having its registered office at 4000 MacArthur Blvd. Newport Beach, CA 92660, United States of America (the "**Principal**")
- 2** **CITCO Deutschland GmbH**, a company duly incorporated under the laws of Germany and having its registered office at Mainzer Landstrasse 46, 60325 Frankfurt am Main, Germany ("**Citco**")

Each shall be individually referred to herein as "Party" or collectively as "Parties".

BACKGROUND

- A.** The Principal is or will be the ultimate beneficial owner of the majority of the issued and outstanding shares of Conexant Systems Germany GmbH a company registered under the laws of Germany with registered address currently held at Mainzer Landstr. 46, 60325, Frankfurt am Main, Germany and registration number HRB88101 (the "**Company**").
- B.** The Principal has requested Citco to provide certain domiciliation and administrative services for the Company which Citco has agreed to do upon the Principal entering into the following covenants and giving the undertakings hereinafter contained.

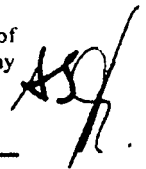
NOW THEREFORE IT IS AGREED between the Parties as follows:

1 General Terms and Conditions

- 1.1** The terms and conditions upon which Citco agrees to undertake the provision of the Services (as defined hereafter) are set out in Schedule 1 attached hereto and it is acknowledged by the Parties that such terms and conditions shall constitute an integral part of this Agreement for Outsourcing Services.
- 1.2** The Principal acknowledges having reviewed the General Terms and Conditions and agrees with the contents therein.

2 Provision of Services

- 2.1** Citco shall provide such services (hereinafter called the "**Services**") which expression shall include any of the Services) are set out in Schedule 2 attached hereto and it is acknowledged by the Parties that such terms and conditions shall constitute an integral part of this Agreement for Outsourcing Services
- 2.2** The Principal shall pay Citco fees in the amounts, at the times and otherwise in the manner specified in Schedule 3. The fees payable to Citco under this Agreement are subject to upward review from time to time by Citco. Any amendment to the fees shall be recorded in a revised Schedule 3 which shall be executed by the Original Parties and affixed to this Agreement.
- 2.3** In the case where Citco shall provide domiciliary services, including the provision of registered office and registered agent services, the Principal shall cause the Company



to enter into an agreement with Citco in substantially the form as attached as Schedule 4 hereto.


3 Term and Termination

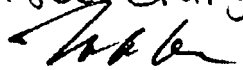
This Agreement is entered into for an indefinite period and shall continue until either party shall give 30 days written notice to the other party to that effect. Notwithstanding the foregoing, this Agreement may be terminated with immediate effect by either Party in accordance with the General Terms and Conditions.

4 Governing Law



This Agreement shall be governed by and construed in accordance with the laws of Germany and the parties hereto submit to the non-exclusive jurisdiction of the courts in Germany in connection herewith.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, deemed to be effective the day and year first above written.


Name: _____)
For and on behalf of Conexant Systems, Inc.)
Mark Peterson, Sr. VP.)
CLO & Secretary)


Name: _____)
For and on behalf of Conexant Systems)
Germany GmbH Mark Peterson)
Managing Director)

Name: **ANDREAS SCHULZ**)
For and on behalf of Citco Deutschland GmbH)
ERNST-PIETER KNÜPPER)

SCHEDULE 1

CITCO CORPORATE AND TRUST

GENERAL TERMS AND CONDITIONS

These are our standard Terms of Business, which relate to our services and charges. Professional charges are subject to change, and a copy of our most recent fee scale is always available on request.

1 Interpretation

Terms used in these General Terms and Conditions without definition, shall have the meanings assigned to them in the Agreement for Outsourcing Services (the "Agreement") and vice versa.

2 Remuneration

2.1 As remuneration for the performance of the Services, Citco shall levy its fees in accordance with its standard fee schedule as shall then be in force or otherwise agreed. Unless otherwise agreed, invoices for such fees shall be issued on a quarterly or ad hoc basis.

2.2 The Principal and/or the Company shall promptly pay Citco such fees as shall be invoiced, but in any event no later than 30 days after issuance of the invoice. In the event that payment of such fee invoice is not made within 30 days and the Principal and/or the Company shall not have communicated to Citco any reasonable objection to such fee invoice (in whole or in part), Citco may, at its discretion:

2.2.1 deduct from the funds of the Company, any such fee (or part thereof) as shall then be outstanding;

2.2.2 charge compound interest at the rate of 1.5% on any amount as shall then be outstanding; and

2.2.3 suspend indefinitely the Services pursuant to the Agreement

2.3 It is understood that payment by the Principal or the Company of any fee invoice that shall include an amount payable to a third party (including, but without limiting the generality hereof, any government fees or fees of a Citco affiliate or associated company) shall first be applied towards payment of Citco's fees and any balance thereafter (if any), shall be applied to the third party fees, and Citco shall not be responsible for any deficiency or otherwise in respect of the payment of the third party fees.

3 Duties of Principal

3.1 The Principal and the Company covenant with Citco and as a separate covenant with each person or company who may from time to time be or act as director, alternate director, secretary, assistant secretary, manager or other officer or registered shareholder of the Company (hereinafter called the "Appointees" which expression shall include any of them) that:

3.1.1 the Principal will at all times guarantee the due payment and reimbursement to Citco and the Appointees by the Company of all fees, disbursements and expenses in connection with the Services; and

3.1.2 the Principal will at all times hereafter indemnify and keep indemnified Citco and the employees thereof and any Company under its direct or indirect control and any director or employee thereof and the Appointees, from and against all actions, suits, proceedings, claims, demands, costs.

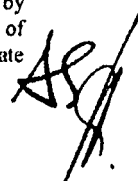
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expenses and liabilities which may arise or occur or be taken, commenced, made or sought from or against Citco in the course of and pursuant to its duties and obligations under the Agreement except for any fraudulent or negligent act or omission on the part of Citco or the Appointees.

- 3.2 The Principal shall provide Citco with at least 5 days notice delivered by registered mail of its intention to alienate, assign, sell, pledge or otherwise dispose of or encumber the Principals' interest in the Company or any part thereof.
- 3.3 At the request of Citco, the Principal shall
- 3.3.1 disclose or procure the disclosure to Citco of any or all information concerning the Company or its business that Citco may in its sole discretion considers necessary or desirable from time to time; and
- 3.3.2 provide Citco with such information and explanations as shall be necessary to ensure the preparation of the Company's accounts is effected in an orderly manner according to generally accepted accounting standards and so that the audit of the Company (if required) can be satisfactorily accomplished.
- 3.4 The Principal may from time to time communicate instructions to Citco or the Appointees through an attorney-in-fact or through such other third party who shall have the "usual" or "ostensible" authority to give instructions and no liability towards the Principal or the Company shall attach to Citco or the Director in respect of or arising out of any action or inaction taken by Citco or the Director which is in accordance with the provisions of this sub-clause.
- 3.5 In the event of the Company being liquidated, the Principal shall appoint a liquidator at the request of Citco. If and to the extent that Citco shall be involved in the Company's liquidation, the Agreement shall remain in full force and effect to the extent necessary to fulfill the terms and conditions hereof.
- 3.6 The Principal confirms and undertakes that it shall at all times comply with all its obligations and all relevant rules and laws that may be applicable to the Principal in respect of the Company and that the assets and liabilities made available to the Company by the Principal do not have a criminal origin and in particular do not fall under any applicable laws or regulations relating to anti-money laundering and the prevention of terrorist financing.
- 3.7 The Principal confirms and undertakes that it shall at all times ensure that the Company complies with all its obligations and all relevant rules and laws it may be subject to from time to time.

4 Discretion of Citco

- 4.1 Citco is authorised, if and insofar as in its opinion it is obliged to meet legal and other requirements or obligations with regard to the Company, to take any steps that it may in its absolute discretion deem fit to comply with such obligations or further the business or protect the assets of the Company and to take such professional advice at the Company's expense as Citco may consider necessary.
- 4.2 In the event that:
- (a) any demand is made against the Company for payment of any sum due by the Company to any person (including without prejudice to the generality of the foregoing any taxes, duties, fees or other governmental or state impositions); or



- (b) Citco requires instructions from the Principal and has been unable to obtain any instructions from the Principal or the instructions received from the Principal shall, in the absolute discretion of Citco, be inadequate or improper;

then subject as hereinafter provided, Citco may proceed in any one or more of the following ways:

- (a) take no further actions on a particular matter;
- (b) take no further action at all in relation to the Company;
- (c) utilise any assets of the Company in or towards the satisfaction of any such demand;
- (d) terminate the provision of Services,
- (e) have the Company dissolved; or
- (f) transfer all or any shares in or capital of or other interests in the Company, into the name(s) of the Principal.

Provided that Citco shall give notice to the Principal of its intention to take such action and shall specify in such notice a period of not less than 14 days within which the Principal may take such remedial action as shall be specified therein, so as to avoid any further action (or inaction, as the case may be) by Citco.

And Provided Further that no liability shall attach to Citco or the Appointees in respect of or arising out of any action or inaction which is in accordance with the provisions of this paragraph 4.2

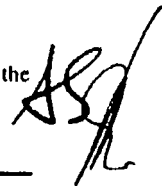
- 4.3 Citco is authorised, if and insofar as in its opinion it is in the best interests of the Company to carry out certain of the Services in a location other than in Germany, to transfer such information relating to the business and affairs of the Company as shall be necessary to properly perform the Services. In the event that Citco transfers the Services in accordance herewith, written notice shall be promptly sent to the Principal.

5 Duty of Care

- 5.1 Citco shall exercise all reasonable care, skill and diligence in the performance of its duties hereunder.
- 5.2 In the event that Citco's performance of the Services shall give rise to the liability of Citco towards the Principal, such liability shall be limited to actual damages resulting from the negligence or willful misconduct of Citco in the performance of such Services.

6 Termination

- 6.1 Except as otherwise provided, the Agreement to provide Services may be terminated by either Party upon giving 30 days written notice to the other Party to that effect.
- 6.2 Notwithstanding the forgoing, the Agreement may be terminated by Citco forthwith if the Principal fails to observe any of the covenants, undertakings and agreements to be observed by the Principal as set out in these general terms and conditions herein to be observed and specifically:
- 6.2.1 the non-compliance of the legal and/or regulatory obligations by one of the parties;



- 6.2.2 the non-compliance of the contractual obligations mentioned in the Domiciliary Services Agreement by one of the parties;
 - 6.2.3 the amendment of the Company's corporate purpose as well as the change in the share ownership structure, the bodies and the beneficial owners without prior written notice to Citco;
 - 6.2.4 the non-transmission to Citco of the documents and information which the latter deems necessary in order to observe the identification obligation or the obligation to assess the activity exercised by the company or the company's financial situation; and
 - 6.2.5 the failure to immediately inform Citco by registered letter of a trial or any other fact which may have a negative impact on the company's reputation.
- 6.3 Upon termination all and any obligation arising hereunder or by law to provide the Services shall cease provided that in the event Citco shall be required by law to provide notice to a competent authority in Germany or publish a notice of the termination of the Agreement, the obligation to provide the Services shall cease upon Citco providing such notice.
- 6.4 Any obligation (including Citco fees) outstanding at the time of termination of the Agreement shall be promptly paid by the Principal or caused to be paid by the Principal, without deduction or set off in respect of any claim the Principal may have, and until adequate security for any obligation has been provided, Citco shall have the right to retain any and all corporate records of the Company. For the purposes of the forgoing, the corporate records of the Company shall include all such records or documents which the Company shall be legally required to hold at its registered office. All other records or documentation (including, but not limited to, electronic mail and all Confidential Information) received or prepared by Citco in connection with the performance of the Services shall be the exclusive property of Citco and shall be retained by Citco.

7 Confidentiality

7.1 Interpretation

For the purposes of this paragraph 7 the following words shall have the meaning ascribed to them:

- 7.1.1 "Group Company" shall mean any company which for the time being is a holding company (either directly or indirectly) of Citco or a subsidiary of Citco or any such holding company.
 - 7.1.2 "Confidential Information" shall mean such information relating to the Principal and the Company which Citco shall require from time to time in order to comply with its "Know Your Customer" policy and/or any relevant law or guideline issued by any competent authority in Germany (or the laws of any other State having jurisdiction over the Company elsewhere), relating to anti-money laundering and the prevention of terrorist financing, and any information relating to the business and affairs of the Company.
- 7.2 Except as otherwise provided hereunder each of Citco and the Principal undertake not to disclose any information whatsoever with regard to the other of them or the Company except as may be necessary or appropriate in fulfilment of their obligations pursuant to the Agreement, unless prior permission has been obtained from the other of them, which permission shall not be unreasonably withheld. Such permission is not required if disclosure of the information shall be necessary by virtue of any applicable laws or regulations.
- 7.3 Subject to the above, it is expressly acknowledged, agreed and understood by the Principal that Citco shall retain Confidential Information on its centralised electronic

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database at a secure site located in Switzerland and in respect of which, the Principal expressly agrees as follows:

- 7.3.1 that the Confidential Information may be made available to employees of any other Group Company outside Germany
- 7.3.2 that Citco or any other Group Company outside Germany shall be entitled to use the Confidential Information for only the following purposes:
- to enable Citco to conduct a risk assessment as required by the Company by anti-money laundering and terrorist financing laws and regulations both within and outside Germany.
 - to conduct checks and monitoring in accordance with Citco's "Know Your Customer" policy which shall be in force from time to time and as may be required by any relevant laws or regulations in Germany; and
 - to optimize the global services Citco or any other Group Company is able to provide to the Principal or the Company, but only as requested in writing by the principal or the Company.
- 7.3.3 that Citco or any other Group Company shall be permitted to transfer the Confidential Information to Citco or any of the Group Companies and use it for the purposes set out herein, for so long as Citco shall provide the Services contemplated by the Agreement.
- 7.3.4 that Citco shall, insofar as shall be necessary to enable the Confidential Information to be utilised in accordance with this sub-clause 7.3, be released from any and all laws and regulations in Germany related to its legal and professional secrecy obligations in connection with such Confidential Information.

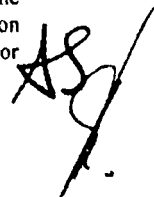
8 Unobjectionable Source of Funds and Forbidden Activities

The Principal declares that no monies or other assets invested in the Company or placed at its disposal by him or any third party known to him are derived from any activities that could constitute criminal offences or infringements of any regulations under criminal law, including (but not limited to) organized crime, money-laundering, dealing in narcotics or arms, financing of terrorism, fraud, insider dealing etc., or otherwise constitute a breach of any laws and regulations of any other jurisdiction in which the Company and or Citco have any establishment, dealings or are otherwise active or are in any way associated with or connected to and nor shall the Company be utilized in any activities which include any of the foregoing.

9 Communications

It is expressly acknowledged, agreed and understood by the Principal and Citco that:

- (a) the communication of information and documentation relating to the Company and the Services may be made by electronic form (in particular by e-mail);
- (b) the electronic transmission of information cannot be guaranteed to be secure or virus or error free and such information could be intercepted, corrupted, lost, destroyed arrive late or incomplete or otherwise adversely affected or unsafe to use; and,
- (c) in the absence of negligence, neither Citco nor the Principal shall be liable to the other for any loss that may have resulted from any error damage loss or omission arising from or in connection with the electronic communication of information or reliance on such information.



10 Notice

Any notice to be given hereunder shall be in writing via overnight mail or any other method that provides confirmation of delivery, addressed to the party concerned at its address shown herein or such other address or as either party may from time to time have notified to the other for the purpose. Any notice:

- (a) delivered personally shall be deemed to have been given at the time of such delivery;
- (b) sent by airmail letter shall be deemed to have been given 3 days after posting; and
- (c) sent by facsimile shall be deemed to have been given at the time of dispatch;

11 Waiver of Breach

No waiver of any breach, failure of any condition, or any right or remedy contained in or granted by the Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

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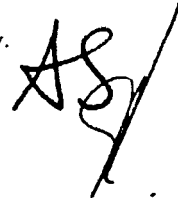
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Schedule 2

Services with effect from 1 February 2010

- Administrative and Legal Services
- Corporate Secretarial Services
- Domiciliation/ provision of registered office address

Additional costs of third parties (e.g. notary, registry etc.) have to be carried by the Company.

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Schedule 3

FEES AND DISBURSEMENTS

Fees for Services

EUR 2.500,00 per annum for domiciliation services

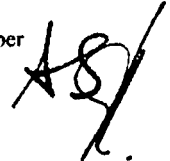
All other services are charged in addition on a time spent basis at hourly rates, depending on complexity and time involved for services. Fees range currently from EUR 130 per hour (for secretarial services) up to EUR 310 per hour (for services provided by a senior relationship manager).

Invoices

Fee invoices shall be issued by Citco to the Principal, and paid in arrears on a quarterly basis (i.e. March 31, June 30; September 30 and December 31). Payment by the Principal shall be made within 30 days following the date of the Fees invoice. All fees shown above are exclusive of VAT or other taxes (if applicable).

Pro-rata fees

If Citco does not provide a full year of Services to the Principal, Citco will charge the per annum Fees on a pro-rated basis.

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Schedule 4

AGREEMENT FOR DOMICILIARY SERVICES

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THIS AGREEMENT FOR DOMICILIARY SERVICES is made this 8th day of February 2011

BETWEEN

- 1 **CITCO Deutschland GmbH** a company duly incorporated under the laws of Germany and having its registered office at Mainzer Landstrasse 46, 60325 Frankfurt am Main, Germany ("Citco")
- 2 **Conexant Systems Germany GmbH**, a company registered under the laws of Germany with registered address currently held at Mainzer Landstr. 46, 60325, Frankfurt am Main, Germany and registration number HRB88101 (the "Company").

BACKGROUND

The Company has requested Citco to provide domiciliary services for the Company which Citco has agreed to do upon the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 **General Terms and Conditions**

Citco shall provide the services hereunder subject to and in accordance with its General Terms and Conditions and the Company acknowledges that it has reviewed such General Terms and Conditions and agrees with the contents therein.

2 **Provision of Services**

Citco shall provide corporate domiciliary services (hereinafter called the "Domiciliary Services" which expression shall include any of the Domiciliary Services) as from 1st of January 2011 to or in respect of the Company as the Company may from time to time request and as Citco may in its absolute discretion accept to provide and without prejudice to the generality of the foregoing, the Domiciliary Services shall include:

- provision of the registered office and address of the Company;
- acceptance and reporting to the Company of all Company correspondence and official notices;

The Company shall be permitted to use the following address (or such other address as shall be made available to the Company by Citco) as its registered office and address:

Mainzer Landstrasse 46
60325 Frankfurt am Main
GERMANY

Citco shall be entitled at its discretion to examine all mail and official notices addressed to the Company and received at the registered address



3 Remuneration

As remuneration for the Domiciliary Services, Citco shall levy its fees as in accordance with schedule 3 of this Agreement for Outsourcing Services. Unless otherwise agreed, invoices for such fees shall be issued on a quarterly or ad hoc basis.

4 Indemnity

Citco shall not incur any civil or criminal liability by reason of compliance with its duties under Article 2.

5 Suspension of Domiciliary Services

In the event that the Company fails to fulfill any of its obligations to Citco under this Agreement or in accordance with the General Terms and Conditions, Citco may, without prejudice to its rights hereunder and without prior notice, suspend the Domiciliary Services indefinitely.

6 Term and Termination

6.1 This Agreement is entered into for an indefinite period and shall continue until either party shall give 30 days written notice to the other party to that effect. Notwithstanding the forgoing, this Agreement may be terminated by Citco forthwith in accordance with the General Terms and Conditions.

6.2 This Agreement may be terminated without notice in case of serious breach to the terms and conditions set herein. The following events shall be considered as serious breaches:

- (i) the non-compliance if the legal and/or regulatory obligations by one of the parties;
- (ii) the non-compliance of the contractual obligations mentioned in the Agreement;
- (iii) the amendment of the Company's corporate purpose as well as the change in the share ownership structure, the bodies and the beneficial owners without prior written notice to the domiciliation agent;
- (iv) the non-transmission to the domiciliation agent of the documents and information which the latter deems necessary in order to observe the identification obligation or the obligation to assess the activity exercised by the Company's financial situation; and
- (v) the failure to immediately inform Citco by registered letter of litigation or any other fact which may have a negative impact on the Company's reputation

7 Confidentiality

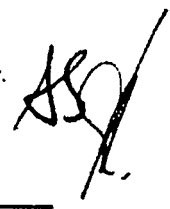
Except as otherwise provided hereunder each of the parties to this Agreement undertake not to disclose any information whatsoever with regard to the other of them except as may be necessary or appropriate in fulfilment of their obligations pursuant to this Agreement, unless prior permission has been obtained from the other of them, which permission shall not be unreasonably withheld. Such permission is not required if disclosure of the information shall be necessary by virtue of any applicable laws or regulations.

8 Agency or Representation

Under no circumstances shall the Services performed by Citco hereunder constitute any form of agency between the Company and Citco and shall not constitute any obligation for Citco to represent the Company towards third parties

9 Non-Assignment

None of the obligations created under this Agreement shall be assignable to another party.



10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Germany and the parties hereto submit to the non-exclusive jurisdiction of the courts in Frankfurt/Germany in connection herewith.

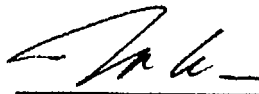
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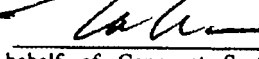
- Execution page follows -



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Execution Page

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Agreement, deemed to be effective the day and year first above written.

Name: )
For and on behalf of Conexant Systems, Inc.)
Mark Peterson, Sr. VP.)
CLO & Secretary)

Name: )
For and on behalf of Conexant Systems)
Germany GmbH Mark Peterson)
Managing Director)

Name: ANDREAS SCHULZ) )
For and on behalf of Citco Deutschland GmbH)
ERNST-PIETER KNÜFFER 

OVERNIGHT

NATIONAL

OVERNIGHT COURIER

UHLBROCK

Abholdatum/Auftrags-Nr.

/#

Zustellwunsch (+/- 30 min)



www.promptonline.de

BMC GROUP INC.

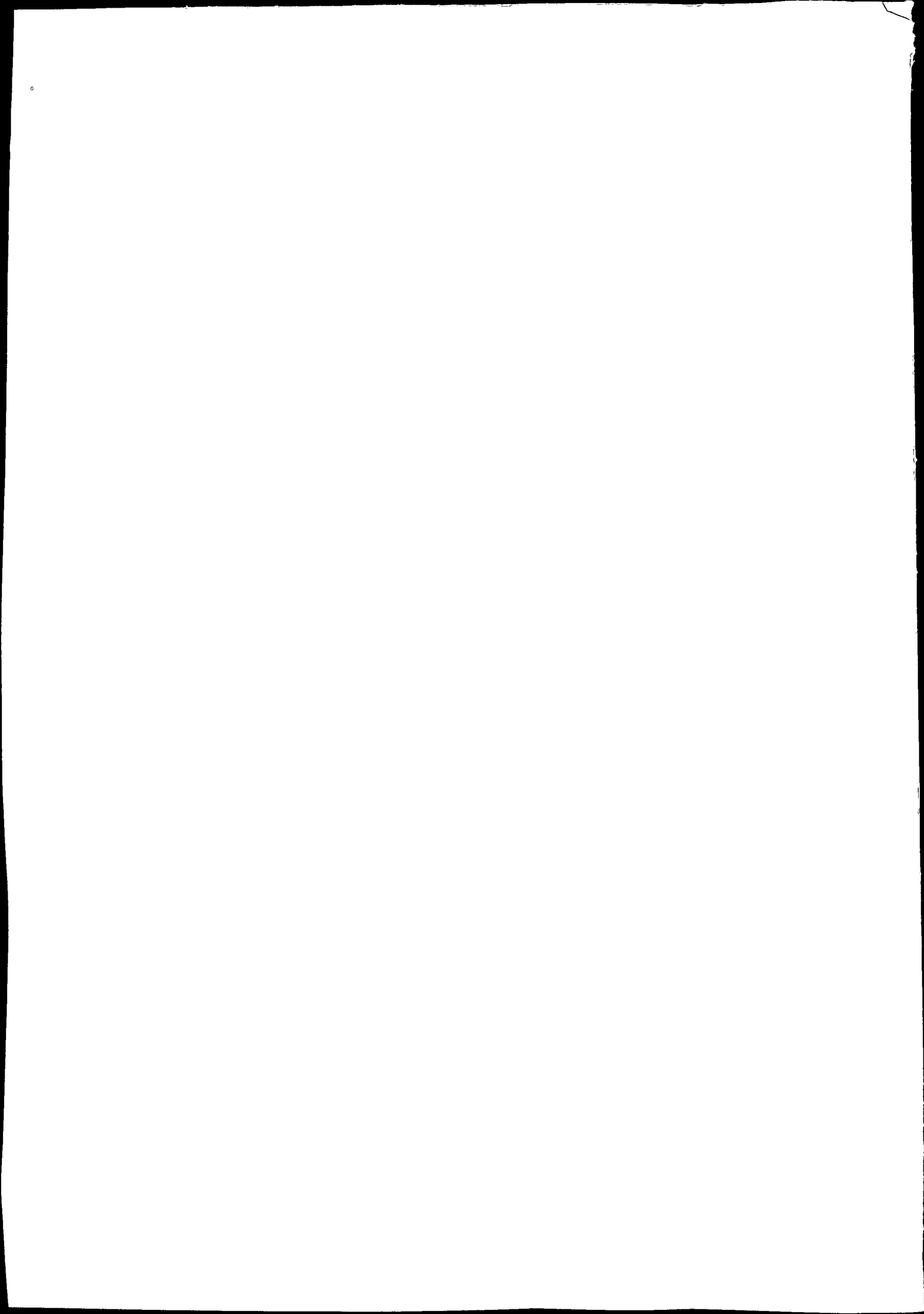
AFTN. CONEXANT SYSTEMS INC.

CLAIMS PROCESSING


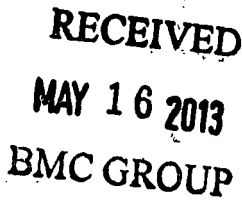
PO BOX 3020 / 18675 LAKE DRIVE EAS6

CHANHASSEN, MN 55317-3020 / MN 55317

USA



DSV

 <p>Overnight-Courier Uhlenbrock Rudolfstr. 13-17, 60327 Frankfurt / M.</p>	Fon: +49 (69) 238589-0 Fax: +49 (69) 236711	
	Prompt !	
Telefon: 0162-2347478	Kundennr.: 61603	Ref./Kst: 36318 / ctc
AP: Herr Köhler, Patrik	Rechnungsempfänger	
Tel:	Kd.Nr.: 61603	Prompt !
International	Auftragsnummer: 13051400199	
	Interne POD: OCU-998-120091	
	Externe POD: OCU-998-120091	
Abholung(en)	Zustellung(en)	
Prompt ! Katja Köhler Kaiserstraße 64 DE 60329, Frankfurt +49 (176) 23955061 14.05.2013 17:07 bis 21:00 Uhr	BMC Group Conexant Systems Inc. Lake Drive East 18675 US 55317 Minneapolis - Chanhassen/MN + 0 15.05.2013 09:00 bis 17:00 Uhr	
		
Sendungsinformationen		
Packstücke: 1	0.50 kg	bar: Nein
Inhalt: Documents	PKS: Pos. GEW VG L x B x H x 1 0.50 kg 0.00 kg 0 0 0	
Hinweise: OP@L Online-Auftrag		
Der Transport der übernommenen Sendung erfolgt ausschließlich unter Anwendung der AGB der Overnight-Courier Uhlenbrock		
Abholung	Zeit:	Zustellung
998 doppelte Opal.		Kurier
Absender:	Empfänger (in Druckbuchstaben)	Unterschrift