

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM



YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID S2019033256

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:
 31951584001138
CHRONICLE TECHNOLOGY INC.
4340 VON KARMAN AVENUE, SUITE 100
NEWPORT BEACH, CA 92660

RECEIVED

MAY 17 2013

BMC GROUP

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

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 949 734-5084 email CHENG@CHRONICLE-TECH.COM

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

JOHN CHENG
2 VETRINA
IRVINE, CA 92606

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 949 734-5084 email: CHENG@CHRONICLE-TECH.COM

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 9044.00

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: SUBLEASE RENT DEPOSIT
(See instruction #2)

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).

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

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).

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

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).

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



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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: JOHN CHENG
Title: CEO
Company: CHRONICLE TECHNOLOGY INC.

J. Cheng 5-10-2013
(Signature) (Date)

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

Telephone number: 949 734 5084 email: CHENG@CHRONICLE-TECH.COM

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.

Chronicle Technology Inc.
3500 Barranca Parkway Suite 160
Irvine, CA 92606

5069

9/29 20 05

18-66/1220

PAY TO THE
ORDER OF

CONEXANT SYSTEMS INC

\$ 9044.00

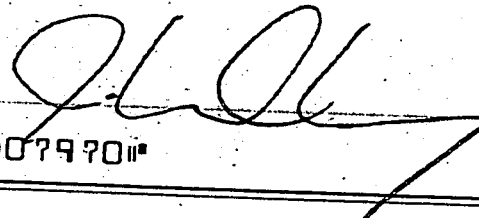
NINE THOUSAND FORTY FOUR ⁰⁰/₁₀₀

BANK OF AMERICA

DOLLARS

SECURITY FEATURES
See reverse for details
Details on back

FOR



⑈005069⑈ ⑆122000661⑆ 11013⑈07970⑈

SUBLEASE

This Sublease, dated, for identification purposes only, November 1, 2005 is made by and between CONEXANT SYSTEMS, INC., a Delaware corporation (herein called "Sublessor"), and CHRONICLE TECHNOLOGY, INC., a California corporation (herein called "Sublessee").

1. Parties; Premises. Sublessor hereby leases to Sublessee and Sublessee leases from Sublessor for the term, at the rental and upon all of the conditions set forth herein those certain premises currently known as Suite 120, consisting of approximately 2,380 rentable square feet, on a portion of the first floor of the Premises (as defined in the Lease) located in the building (the "Building") commonly known as 4340 Von Karman, Newport Beach, California 92660, which Sublessee acknowledges is owned by PRES-4340 Von Karman L.P., a California limited partnership ("Master Lessor"), which premises are more particularly depicted on Exhibit A hereto (the "Subleased Premises").

2. Term. The term (the "Term") of this Sublease shall commence on November 1, 2005 (the "Sublease Commencement Date") or upon completion of Sublessor's Work, and shall end on October 31, 2008 (the "Expiration Date"), unless sooner terminated pursuant to any provision hereof. This Sublease shall remain valid even if Sublessor's Work is not completed by November 1, 2005. Provided that Sublessee is not in "default" (as defined in the "Lease" described below) hereunder either at the time the option is exercised or at the time the "Additional Term" (as defined herein) would otherwise commence, Sublessee shall have one option to extend the Term of this Sublease for two (2) years (the "Additional Term") by delivery to Sublessor of written notice given, if at all, before August 1, 2008. 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 at a new Monthly Base Rent mutually agreed to by the parties. 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, or the parties can't agree on a new Monthly Base Rent by September 30, 2008 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 Certain Terms of Master Lease; Definitions. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of that certain Office Building Lease Single Tenant-Triple Net dated as of December, 2001, by and between LNR Von Karman, LLC, a California limited liability company, which was assigned to Master Lessor on March 17, 2005 and Sublessor, a copy of which is attached hereto as Exhibit B (the "Lease"). This Sublease shall be upon all of the terms and conditions set forth in paragraphs 1(c), (d) (except the last sentence thereof), (e), (l) and (p), 2(a) and (b), 5 (except for the references in subparagraph (a) thereof to Paragraph 4(a)(ii) of the Lease, the last sentence of subparagraph 5(a) and the reference to an absolute bondable, triple net lease in subparagraph 5(d)), 6(a), 8(a) through (c) (except that, with respect to subparagraph 8(a), the phrase "use or uses set forth in subparagraph 1(m)" is amended to read "Permitted Use"), 11, 12(b) through (d) OR 12(c), 16, 18(a), (b) and (d) (other than the reference to subparagraph 18(c) in subparagraph 18(d)), 22, 28, 31 and 36 through 39(a) through (g) and (i) through (k), the last two sentences of paragraph 1, the last sentence of paragraph 3, and Exhibits "A-I," "A-II" and "D" thereto, 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 herein and all references to the "Lease" therein shall be deemed references to this Sublease. The terms of such paragraphs of the Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein. Initially capitalized terms used in this Sublease and not otherwise defined herein shall have the meanings assigned thereto in the Lease.

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 Section 2 above, or the earlier termination of the Lease, including a termination of the 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. Rent.

(i) Sublessee shall pay to Sublessor "Monthly Base Rent" for the Subleased Premises, in the following amounts, in advance without demand, on the first day of each month of the Term hereof, subject to earlier termination as provided herein or therein, and without any abatement, set off or deduction whatsoever:

<u>Month</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
Sublease Commencement Date – October 31, 2006	\$1.90	\$4,522.00
November 1, 2006 – October 31, 2007	\$1.995	\$4,748.10
November 1, 2007 – October 31, 2008	\$2.09475	\$4,985.51

Monthly Base Rent for the first full month of the Term shall be paid to Sublessor by Sublessee concurrently with the execution and delivery of this Sublease.

(ii) Rent for any month in the Term which is not a full calendar month shall be prorated based on the number of days in such month. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or such other places as Sublessor may designate in writing. If any payment of rent is paid by Sublessee to Sublessor by check, and the check, when tendered for payment to the bank upon which it is drawn, is refused, Sublessor shall thereafter have the right to require Sublessee to pay all future installments of rent due hereunder by cashiers check or wire transfer. Rent for the first month of the Term hereof shall be paid by Sublessee to Sublessor concurrently with the execution and delivery to Sublessor of this Sublease.

c. Security Deposit. Upon execution of this Sublease, Sublessee shall deposit with Sublessor the sum of \$9,044.00 (the "Security Deposit"), which shall be held by Sublessor as security for the performance by Sublessee of all terms, covenants and conditions of this Sublease. 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.

d. Permitted Use. For purposes of this Sublease, the term "Permitted Use" means general office and for no other use without the express written consent of Sublessor, which consent Sublessor may withhold in its sole and absolute discretion.

e. Condition of Subleased Premises. Except in connection with that portion of the Subleased Premises Improvements (defined in Exhibit C attached hereto) to be performed by Sublessor (the "Sublessor's Work"), and as otherwise expressly provided in this Sublease, Sublessee hereby accepts the Subleased Premises "AS-IS," "WHERE-IS," and in the condition existing as of the Sublease Commencement Date, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Subleased Premises, and any easements, covenants or restrictions of record, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibit attached hereto. Sublessee acknowledges that it has satisfied itself by its own independent investigation that the Subleased Premises are 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 Subleased Premises, the Building or the Development for the conduct of Sublessee's business. Any and all items included within Sublessor's Work, including without limitation personal property, shall be Sublessor's property at the expiration or earlier termination of this Sublease, and shall be surrendered with the Subleased Premises by Sublessee; provided, however, during the term of this Sublease such property shall be maintained by Sublessee in good condition and repair, and shall be insured by Sublessee together with Sublessee's personal property, and Sublessor shall be named an additional insured and loss payee on Sublessee's policies with respect thereto.

f. Utilities. Sublessor agrees to make available to the Subleased Premises, during the Building's normal business hours of 7 a.m. to 7 p.m. Monday through Friday and upon request on Saturday and Sunday (holidays excepted), such heat and air conditioning (hereinafter "HVAC"), water and electricity, as may be required in Sublessor's judgment for the comfortable use and occupation of the Subleased Premises for general office purposes and at a level which is usual and customary in similar office buildings in the area where the Building is located, all of which shall be subject to the Rules of the Building as well as any governmental requirements or standards relating to, among other things, energy conservation. Four (4) hours of HVAC provided upon Sublessee's request on Saturdays shall be without charge, all other Saturday and Sunday HVAC use shall be at a rate of \$45 per hour. Hours are subject to change from time to time as reasonably determined by Sublessor. If the Building is designed for individual Sublessee operation of the HVAC, Sublessee agrees to pay the cost of operating the HVAC at any time other than the schedule of hours for providing the same set forth above, which cost may include the operation of the HVAC for space located outside the Subleased Premises when such space is serviced concurrently with the operation of the HVAC for the benefit of the Subleased Premises. Sublessor shall not be in breach of its obligations under this Section 4(f) unless Sublessor fails to make any repairs or perform maintenance which it is obligated to perform hereunder and such failure persists for an unreasonable time after written notice of a need for such repairs or maintenance is given to Sublessor by Sublessee. Sublessor shall not be liable for and Sublessee shall not be entitled to any abatement or reduction of rent by reason of Sublessor's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, brownouts, blackouts, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Sublessor, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Sublessee. Sublessor shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Sublessor's failure to furnish any of said service or utilities. Sublessee shall not, without the written consent of Sublessor, use any apparatus or device in the Subleased Premises, including, without limitation, electronic data processing machines, punch card machines or machines using in excess of one hundred twenty (120) volts or which consumes more electricity than is usually furnished or supplied for the Permitted Use, as determined by Sublessor. Sublessee shall not consume water or electric current in excess of that usually furnished or supplied for the use of the Subleased Premises (as determined by Sublessor), without first procuring the written consent of Sublessor, which Sublessor may refuse. The excess cost (including any penalties for excess usage) for such water and electric current shall be established by an estimate made by a utility company or independent engineer hired by Sublessor at Sublessee's expense and Sublessee shall pay such excess costs each month with the Monthly Base Rent. All costs and expenses of modifying existing equipment, cables, lines, etc. or installing additional equipment, cables, lines, etc. to accommodate such excess usage or use by Sublessee of such apparatus or device shall be borne by Sublessee. Certain security measures (both by electronic equipment and personnel) may be provided by Sublessor in connection with the Building and Common Areas. However, Sublessee hereby acknowledges that such security is intended to be only for the benefit of the Sublessor in protecting its property from fire, theft, vandalism and similar perils and while certain incidental benefits may accrue to the Sublessee therefrom, such security is not for the purpose of protecting either the property of Sublessee or the safety of its officers, employees, servants or invitees. By providing such security, Sublessor assumes no obligation to Sublessee and shall have no liability arising therefrom. If, as a result of Sublessee's occupancy of the Subleased Premises, Sublessor in its

sole discretion determines that it is necessary to provide security or implement additional security measures or devices in or about the Building or the Common Areas, Sublessee shall be required to pay, as additional rent, the cost or increased cost, as the case may be, of such security.

g. Maintenance; Alterations.

(i) Except for special or non-standard systems and equipment installed for Sublessee's exclusive use, Sublessor shall keep in good condition and repair, at Sublessor's initial cost and expense subject to reimbursement by Sublessee as Operating Expenses of Sublessee's Proportionate Share of such cost and expense, heating, ventilating and air conditioning systems which service the Subleased Premises as well as other premises within the Building and the foundations, exterior walls, structural condition of interior bearing walls and roof of the Subleased Premises and the Building. Janitorial services to the Subleased Premises shall initially be provided as described in Exhibit D, which specifications are subject to change from time to time in the reasonable discretion of Sublessor. Sublessor shall not be required to make any repairs that are the obligation of any other Sublessee or occupant within the Building or Development or repairs for damage caused by any negligent or intentional act or omission of Sublessee or any person claiming through or under Sublessee or any of Sublessee's employees, suppliers, shippers, customers or invitees, in which event Sublessee shall repair such damage at its sole cost and expense. Sublessee hereby waives and releases its right to make repairs at Sublessor's expense under any law, statute, ordinance, rules and regulations now or hereafter in effect in any jurisdiction in which the Development is located.

(ii) Sublessee shall, at its sole cost and expense, make all repairs and replacements as and when Sublessor deems reasonably necessary to preserve in good working order and condition the Subleased Premises and every part thereof, including without limitation, plumbing within the Subleased Premises, special or supplementary heating, ventilating and air conditioning systems located within the Subleased Premises and installed for the exclusive use of the Subleased Premises, Sublessee's cabling and telephone lines, electrical lighting facilities and equipment within the Subleased Premises and all other non-standard utility facilities and systems exclusively serving the Subleased Premises, and all trade fixtures, interior walls, interior surfaces of exterior walls, ceilings, windows, doors (including entry doors), cabinets, draperies, window coverings, carpeting and other floor coverings, plate glass and skylights located within the Subleased Premises. Sublessee shall not commit or permit any waste in or about the Subleased Premises, the Building or the Development. Sublessee shall, at its sole cost and expense, make all repairs to the Subleased Premises, Building and Development which are required, in the reasonable opinion of Sublessor, as a result of any misuse, neglect, negligent or intentional act or omission committed or permitted by Sublessee or by any subsublessee, agent, employee, supplier, shipper, customer, invitee or servant of Sublessee. In the event that Sublessee fails to maintain the Subleased Premises, Building or Development in good and sanitary order, condition and repair as required by this Sublease, then, following written notification to Sublessee (except in the case of an emergency, in which case no prior notification shall be required), Sublessor shall have the right, but not the obligation, to enter the Subleased Premises and to do such acts and expend such funds at the expense of Sublessee as are required to place the Subleased Premises, Building and Development in good, safe and sanitary order, condition and repair. Any amount so expended by Sublessor shall be paid by Sublessee promptly upon demand as additional rent.

(iii) Except as otherwise provided in this Sublease, Sublessee shall, upon the expiration or earlier termination of the Term, surrender the Subleased Premises to Sublessor in the same condition as on the date Sublessee took possession, broom-clean, reasonable wear and tear excepted. All appurtenances, fixtures, improvements, additions and other property attached to or installed in the Subleased 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 unless Sublessor specifically agrees otherwise in writing. Any furnishings and personal property of Sublessee located in the Subleased Premises, whether the property of Sublessee or Subleased by Sublessee (including (1) the fixtures, improvements and other items agreed, in writing, by Sublessor to belong to the Sublessee as provided in the preceding sentence and (2) all data, telephone or other cabling or wiring installed by or on behalf of Sublessee in the Subleased Premises, including the plenum area above the ceiling of the Subleased Premises unless Sublessor elects to require Sublessee to leave such cabling or wiring in the Subleased Premises, which Sublessor shall have the right to do), shall be and remain the property of Sublessee and shall be removed by Sublessee at Sublessee's sole cost and expense at the expiration of the Term. Sublessee shall promptly repair any damage to the Subleased Premises or the Building resulting from such removal. Any of

Sublessee's property not removed from the Subleased Premises prior to the expiration of the Term 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 or Sublessor, at its option, may deduct such amount from the Security Deposit. Any damage to the Subleased Premises, including 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.

(iv) Subparagraphs 13(a) through (g) of the Lease are hereby incorporated in this Sublease by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein (except that the word "Landlord" therein, where it first appears in the last sentences of subparagraphs (b) and (c) and where it appears in subparagraph (g) shall refer to both Master Lessor and Sublessor), 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, all references to the "Lease" therein shall be deemed references to this Sublease, the ten (10) day period in subparagraphs (b) and (c) is hereby amended to be a fifteen (15) day period and the ten (10) day period in subparagraph (g) is hereby amended to be a five (5) day period. Without derogating from Master Lessor's review and approval rights with respect to the Subleased Premises Improvements, references to the term "Alterations" as described in the provisions of the Lease incorporated herein by reference shall be deemed references only to those Alterations performed by or at the request of Sublessee and shall not include the Subleased Premises Improvements.

h. Obligations of Sublessor. Sublessee and Sublessor acknowledge and agree that Sublessor has no control over the services and other obligations to be provided by Master Lessor under the Lease and will have little control over the Subleased Premises after the Sublease Commencement Date; accordingly, it is the overriding intent of the parties hereto that, notwithstanding the incorporation of any terms of the Lease herein which may suggest otherwise or any other implications herein to the contrary, Sublessor shall not be responsible for any of Master Lessor's obligations under the Lease or for the performance of any other obligations with respect to the Subleased Premises over which Sublessor otherwise does not have sole control, provided, however, that following Sublessor's receipt of written notice from Sublessee detailing the respects in which Master Lessor has failed to honor its obligations under the Lease with respect to the Subleased Premises, Sublessor shall act as promptly as may be reasonable under the circumstances in notifying Master Lessor of such failure, and shall reasonably cooperate (provided such cooperation does not involve any material cost or expense to Sublessor) with Sublessee in attempting to have any such failure rectified by Master Lessor. In no event shall Sublessor be required to institute or threaten legal action or termination of the Lease in connection with any such failure, nor shall Sublessee have the right to terminate this Sublease in connection therewith. Sublessee hereby waives any cause of action and any right to bring any action against Sublessor by reason of any act or omission of Master Lessor.

Except as expressly set forth herein, Sublessor shall not be deemed to have made any warranty or representation, and shall not be required to furnish, supply or install anything, under any provision of the Lease. Sublessee shall not in any event have any rights in respect of the Subleased Premises greater than Sublessor's rights under the Lease, and notwithstanding any provision to the contrary in the Lease, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Lease, Sublessor shall not be required to make any payment or perform any obligation, and Sublessor shall have no liability to Sublessee for any such matter whatsoever, except for, subject to Sublessee's compliance with the terms of this Sublease, Sublessor's obligation to pay the rent and additional rent due under the Lease and for Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Sublessor shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to or supplied at the Building by Master Lessor or otherwise, including, without limitation, heat, air conditioning, water, electricity, elevator service and cleaning service, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any liability on the part of Sublessor except to the extent caused by Sublessor's failure to pay the rent and additional rent due under Master Lease and/or Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Despite anything in this Sublease which may imply the contrary, Sublessor shall remain solely responsible for any

obligation under Master Lease which was to have been performed by Sublessor, or which relates to a period which is, prior to the Sublease Commencement Date, and Subtenant shall have no liability for the same, to the extent related to the Subleased Premises. Subject to Sublessee's performance of its obligations hereunder, including without limitation with respect to payment of rent, Sublessor shall continue to pay in a timely manner all rent and additional rent due under the Lease.

Without in any way limiting the generality of but subject to the foregoing paragraphs of this Section 4(h), paragraphs 2(c), 21 and 23 (except the last sentence of paragraph 23) of the Lease are hereby incorporated herein by this reference, except that all references to "Landlord" in paragraphs 21 and 23 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, all references to the "Lease" therein shall be deemed references to this Sublease and the thirty (30) day period in paragraph 23 is hereby amended to a forty (40) day period.

i. Damage and Destruction.

(i) Minor Insured Damage. In the event the Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty that is covered by the insurance maintained by Sublessor pursuant to the Lease, then Sublessor shall rebuild, repair and restore the damaged portion thereof, provided that (a) the amount of insurance proceeds available to Sublessor equals or exceeds the cost of such rebuilding, restoration and repair, (b) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days after the work commences in the opinion of a registered architect or engineer appointed by Sublessor, (c) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term, (d) such rebuilding, restoration or repair is then permitted, under applicable governmental laws, rules and regulations, to be done in such a manner as to return the damaged portion thereof to substantially its condition immediately prior to the damage or destruction, including, without limitation, the same net rentable floor area and (e) Sublessor does not have the right, or has the right but does not elect, to terminate the Lease pursuant to its terms. To the extent that insurance proceeds must be paid to Master Lessor or to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Premises or Building, such proceeds, for the purposes of this subsection, shall be deemed not available to Sublessor unless Master Lessor or such mortgagee or beneficiary permits Sublessor to use such proceeds for the rebuilding, restoration and repair of the damaged portion thereof. Notwithstanding the foregoing, Sublessor shall have no obligation to repair any damage to, or to replace any of, Sublessee's personal property, furnishings, trade fixtures, equipment or other such property or effects of Sublessee.

(ii) Major or Uninsured Damage. In the event the Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty to the extent that Sublessor is not obligated, under clause (i) above, to rebuild, repair or restore the damaged portion thereof, then Sublessor shall, within sixty (60) days after such damage or destruction, notify Sublessee of its election, at its option, to either (a) rebuild, restore and repair the damaged portions thereof, in which case Sublessor's notice shall specify the time period within which Sublessor estimates such repairs or restoration can be completed or (b) terminate this Sublease effective as of the date the damage or destruction occurred. If Sublessor does not give Sublessee written notice within sixty (60) days after the damage or destruction occurs of its election to rebuild or restore and repair the damaged portions thereof, Sublessor shall be deemed to have elected to terminate this Sublease.

(iii) Abatement of Rent. There shall be an abatement of rent by reason of damage to or destruction of the Premises or the Building, or any portion thereof, to the extent that Sublessor receives insurance proceeds for loss of rental income attributable to the Premises, commencing on the date that the damage to or destruction of the Premises or Building has occurred.

(iv) Waiver. Sublessee shall have no claim against Sublessor for any damage suffered by Sublessee by reason of any such damage, destruction, repair or restoration. Sublessee waives the provisions of Civil Code Sections 1932(2) and 1933(4) and any present or future laws or case decisions to the same effect. Upon completion of such repair or restoration, Sublessee shall promptly refixture the Premises substantially to the condition they were in prior to the casualty and shall reopen for business if closed by the casualty.

j. Signs. Sublessee shall not place any signs upon the Subleased Premises without Sublessor's prior written consent. Notwithstanding the foregoing, Sublessee shall be entitled to suite and building directory signage provided by Sublessor.

k. Other Provisions.

(i) The provisions of paragraph 30 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to Master Lessor.

(ii) The provisions of paragraph 15 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and any thirty (30) day period referred to therein is hereby amended to be a twenty (20) day period.

(iii) The provisions of paragraphs 16, 19, 25, 26, 29, and 35 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to both Sublessor and Master Lessor 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 herein, all references to the "Lease" therein shall be deemed references to this Sublease the ten (10) business day period in paragraph 25 is hereby amended to be the first thirty (30) day period in paragraph 19(b) is hereby amended to be a forty (40) day period, the second thirty (30) day period in paragraph 19(b) and the first thirty (30) day period in 19(c) is hereby amended to be a twenty (20) day period, the fifteen (15) day period in paragraphs 25 and 26 is hereby amended to be a ten (10) day period and references to "Landlord" in paragraphs 16, 19(b), 19(d), 19(e)(ii) and 35 and in the first sentence of paragraph 25 shall be deemed to refer to both Sublessor and Master Lessor.

(iv) Paragraph 33 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and acts or omissions of Master Lessor shall constitute force majeure events as to Sublessor's performance.

l. Assignment. Sublessee shall have the right, subject to Sublessor and Master Lessor's consent, Sublessor's consent shall not be unreasonably withheld, to sub-lease or assign any portion of the Subleased Premises.

m. Relocation. Sublessor shall have the right, upon thirty (30) days notice, to relocate Sublessee to comparable space, any time throughout the Term for the remainder of the Sublease. Sublessor will pay Sublessee's reasonable out-of-pocket costs directly incurred by such relocation.

n. Notices. The first and last sentences of paragraph 9 of the Lease are hereby incorporated herein by reference. Notice to Sublessee shall be deemed sufficient if delivered to Sublessee at the Subleased Premises or to the address set forth below Sublessee's signature block. Notice to Sublessor shall be delivered to Sublessor at the address set forth below Sublessor's signature block.

o. Parking. Paragraph 32 of the Lease (other than the first sentence of subparagraph (a) thereof,

which shall have no application to this Sublease) 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 up to nine (9) unreserved parking spaces subject to the remaining provisions of this Sublease, at no additional cost.

q. No Brokers. 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 Sublease, and hereby agrees to indemnify, hold harmless and defend the other from the claims of any broker claiming under or through such indemnifying party.

r. Roof Rights. Sublessee shall have no roof rights hereunder.

s. Condition to Effectiveness. Notwithstanding anything to the contrary herein, this Sublease shall not be effective or binding upon the parties hereto unless and until any approval of Master Lessor required under the Lease is obtained. Sublessor makes no representation or warranty that the consent of Master Lessor to this Sublease or the Subleased Premises Improvements will be obtained.

t. Incorporation of Exhibits, Schedules, etc... References to any exhibits or schedules attached hereto are hereby incorporated into this Sublease as if fully set forth herein.

SUBLESSOR AND SUBLESSEE HAVE CAREFULLY READ AND REVIEWED THIS SUBLEASE AND EACH TERM AND PROVISION CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE AND, BY EXECUTION OF THIS SUBLEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS SUBLEASE IS EXECUTED, THE TERMS OF THE SUBLEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSES OF SUBLESSOR AND SUBLESSEE WITH RESPECT TO THE SUBLEASED PREMISES AND THAT SUBLESSOR AND SUBLESSEE ARE EACH RELYING SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES HEREOF.

The parties hereto have executed this Sublease at the place and on the date specified immediately below to their respective signatures below.

CHRONICLE TECHNOLOGY INC.
By: [Signature]
Title: CEO

"Sublessee"

CONEXANT SYSTEMS, INC.
By: [Signature]
Title: MANAGER, FACILITIES & Corp. REAL ESTATE

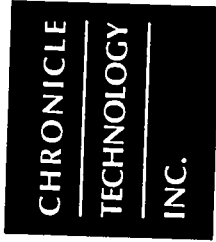
"Sublessor"

Executed at Newport Beach, CA
On 12-3-05

Address for Notices:
Subleased Premises

Executed at Newport Beach, CA
On _____

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



JOHN CHENG
President & CEO

4340 VON KARMAN
SUITE 120

NEWPORT BEACH, CA 92660

PHONE: 949.654.4376

FAX: 949.654.4376

cheng@chronicle-tech.com

www.chronicle-tech.com

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1 From This portion can be removed for Recipient's records:
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Sender's Name: **JOHN CHENG** Phone: **949 851-8968**
Company: **CHRONICLE TECHNOLOGY INC**

Address: **4340 VON KARMAN AVE STE 100**
City: **NEWPORT BEACH** State: **CA** ZIP: **92660-2085**

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RECEIVED

3 To Recipient's Name: _____ Phone: _____
Company: **GENEXANT CORP** Phone: **MAY 17 2013**
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Address: _____
City: **CHANNASSEN** State: **MN** ZIP: **55317**
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- FedEx 2Day
- FedEx Express Saver

- FedEx Envelope*
- FedEx Pak*
- FedEx Box
- FedEx Tube
- Other

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- Indirect Signature
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- Cash/Check



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