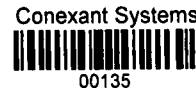


<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: Conexant Systems, Inc.		Case Number: 13-10367 (MFW)
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): EO MacArthur LLC		<b>COURT USE ONLY</b>
Name and address where notices should be sent: Emmes Asset Management Company LLC Attn: Legal Department 420 Lexington Avenue, Suite 900 New York, New York 10170 Telephone number: (212) 293- 8900 email: gk@eamc.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): N/A Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ 5,426,278.95 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		<b>RECEIVED</b> <b>MAY 17 2013</b> <b>BMC GROUP</b>
2. Basis for Claim: See attached. (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 0444	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate ____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
		Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adju		
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 any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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 the definition of "redacted".)

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

If the documents are not available, please explain:

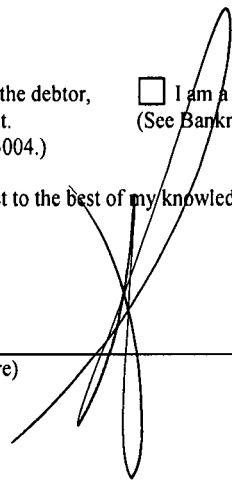
8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

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

Print Name: Gary M. Tischler  
 Title: Authorized Signatory  
EO MacArthur LLC, c/o Emmes Asset  
 Company: Management Company LLC  
 Address and telephone number (if different from notice address above):  
 \_\_\_\_\_  
 \_\_\_\_\_

(Signature)  \_\_\_\_\_

(Date) 5/16/13

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

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

**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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**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 Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, 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 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 used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**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****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**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(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

## ATTACHMENT TO PROOF OF CLAIM

1. This Claim is filed by EO MacArthur LLC (the "Claimant") against Conexant Systems, Inc. (the "Debtor," together with its affiliate debtor entities, the "Debtors") in an aggregate amount of not less than \$5,426,278.95 under that certain corporate headquarters lease (the "Lease") for nonresidential property located at 4000 MacArther Blvd in Newport Beach, California (the "Property"). The Claim consists of rejection damages under section 502(b)(6) of chapter 11, title 11 of the United States Code (the "Bankruptcy Code") due under the Lease, including prepetition amounts owing. The Claimant is the landlord under the Lease. The Claimant reserves its right to assert an administrative claim representing rent payments that became due under the Lease from and after February 28, 2013, the date the Debtors commenced these chapter 11 cases (the "Petition Date").

2. The Lease commenced on March 24, 2005 (the "Lease Commencement Date") and has a 10 year term. The Lease is set to expire on March 23, 2015. Under the Lease, the Debtor is obligated to pay monthly rent comprised of \$306,527, which increases annually by 3% on the first of the month following the first and each succeeding anniversary of the Lease Commencement Date. For the year following the Petition Date, this monthly rent is \$376,989.55 for March 2013 and \$388,299.23 beginning April 1, 2013. The Lease also requires that the Debtor pays certain additional rent, including common area maintenance, property management fees, real estate taxes and utilities. This additional rent amounts to \$52,093.83 monthly for the year following the Petition Date.

3. On April 10, 2013, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order Authorizing the Debtors' Motion for Entry of an Order Authorizing the Rejection of Their Corporate Headquarters Lease* [Docket 150] (the "Lease

Rejection Order”). Pursuant to the Lease Rejection Order, the Debtors were authorized to reject the Lease, and associated subleases, as of April 30, 2013. The Lease Rejection Order does not provide a bar date for rejection damages. Pursuant to the *Order (A) Establishing Bar Dates for Filing Proofs of Claim, Including Claims Under U.S.C. ¶ 503(B)(9); (B) Approving the Form and Manner for Filing Proofs of Claim; and (C) Approving Notice Thereof* [Docket No. 162] (the “Bar Date Order”), any holder of a claim arising from the Debtors’ rejection of an unexpired lease must file a proof of claim by the later of (a) the date set forth in an order authorizing the Debtors to reject the lease, (b) the general bar date of May 17, 2013 at 4:00 prevailing Eastern Time (the “General Bar Date”) and (c) 35 days from the later of the date the rejection order is entered or notice of rejection is provided. The General Bar Date is the latest of these dates.

4. The Claimant is entitled to damages is an amount not less than \$5,426,278.95.

This amount includes the following:

- i. \$152,871.91 (comprised of \$131,980.33 in rent and \$20,891.58 in additional rent (including common area maintenance, taxes and utilities)) owing for the period prior to the Petition Date;
- ii. \$5,273,407.04 (comprised of \$4,648,281.08 in rent and \$625,125.96 in additional rent (including common area maintenance, taxes and utilities)) reserved for the year following the Petition Date under the terms of the Lease.<sup>1</sup>

5. The Claimant notes that the Debtors scheduled an unsecured nonpriority “trade payable” claim in the amount of \$418,320.86, which is not contingent, unliquidated or disputed, owing to 4000 MacArthur, LP, c/o the Claimant (the “Trade Claim”). [Docket No. 113 at 64]. The Claimant reserves all its rights regarding the Trade Claim and nothing herein shall constitute a waiver of any of the Claimant’s rights with regards to the Trade Claim. The Claimant requests

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<sup>1</sup> As the term of the Lease ends on March 23, 2015, 15% of the rent reserved for the remaining term of the Lease is \$1,655,999.85. Pursuant to Section 502(b)(6)(A), the Claim is based on the total amount of rent reserved for the year following the Petition Date, as this is the greater amount.

that the Debtors provide the Claimant with a breakdown of costs associated with the Trade Claim.

6. As of the date hereof, the Debtor is still in possession of the Property. The Claimant agreed to allow the Debtor to remain in possession until May 30, 2013. The Debtor owes the Claimant postpetition rent under the Lease, which will be entitled to administrative claim status under section 503(b) of the Bankruptcy Code.

7. Claimant expressly reserves its right to replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim at law or in equity that Claimant may have against the Debtor or its affiliates, or including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action. Claimant also reserves the right to file additional proofs of claim or to amend or supplement this Proof of Claim in any respect, including, without limitation, by (a) specifying the dollar amount of a part of the claim that is not stated in specific amounts herein, (b) specifying the amount of fees, costs and charges owed to Claimant to the extent not set forth herein; or (c) specifying additional interest, fees, costs or charges arising prior or subsequent to the date of confirmation of any plan of reorganization.

8. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim or any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor

or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after de novo review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this Court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

9. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

10. Claimant may have separate direct and indirect claims against the Debtor, their affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

11. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

12. Claimant reserves the right to enforce its claims and any other rights, liens, remedies and/or defenses within these bankruptcy proceedings.

13. All notices in respect of this proof of claim should be directed to:

Emmes Asset Management Company LLC  
Attn: Legal Department  
420 Lexington Avenue, Suite 900  
New York, New York 10170  
Telephone: 212- 293- 8918  
Email: jbk@eamc.com



gk@eamc.com

-and-

Greenberg Traurig, LLP  
Attn: John H. Bae, Esq.  
Kaitlin R. Walsh, Esq.  
MetLife Building  
200 Park Avenue  
New York, New York 10166  
Telephone: 212-801-9200  
Fax: 212-801-6400  
Email: baej@gtlaw.com  
walshkr@gtlaw.com

From: (212) 801-6774  
Kaitlin Walsh  
Greenberg Traurig  
200 Park Avenue  
  
New York, NY 10166

Origin ID: JHCA



Ship Date: 16MAY13  
ActWgt: 1.0 LB  
CAD: 103897685/INET3370

Delivery Address Bar Code



SHIP TO: (212) 801-6774

BILL SENDER

**Conexant Systems, Inc. Claims Proc.**  
**BMC Group, Inc.**  
**18675 Lake Drive East**

Ref # 55317  
Invoice #  
PO #  
Dest #

**RECEIVED**

**CHANHASSEN, MN 55317**

**MAY 17 2013**

**BMC GROUP**

**FRI - 17 MAY 8:00A**  
**FIRST OVERNIGHT**

TRK# 7997 8365 5161

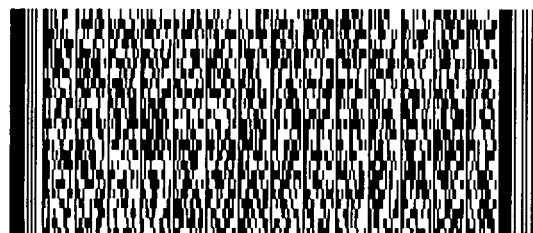
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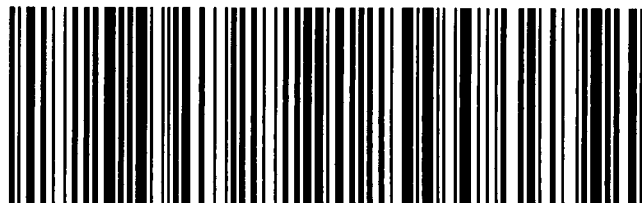
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MN-US

MSP



**N1 FBLA**



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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.