

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: CONEXANT SYSTEMS, INC., et al.	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): Property Tax Assistance Co., Inc.		
Name and address where notices should be sent: c/o Gregory M. Salvato, Esq. Salvato Law Offices 355 South Grand Avenue, Suite 2450 Los Angeles, California 90071 Telephone number: (213) 484-8400 email: Gsalvato@salvatolawoffices.com		COURT USE ONLY <input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: <u>25</u> <i>(If known)</i> Filed on: <u>04/15/2013</u>
Name and address where payment should be sent (if different from above): 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: \$ <u>110,418.27</u> 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.		
2. Basis for Claim: <u>See Attached Summary</u> (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 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"/> 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).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().
		Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/1/13 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		

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BMC GROUP

Conexant Systems



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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. ☐ 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: Sean Keegan
 Title: EVP & Principal
 Company: Property Tax Assistance Co., Inc.
 Address and telephone number (if different from notice address above):
16600 Woodruff Avenue, Suite 200
Bellflower, California 90706

[Signature] EVP 06/19/13
 (Signature) (Date)

Telephone number: (562) 920-1864 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) 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(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Attachment to Amended Proof of Claim No. 25

Claimant: Property Tax Assistance Co., Inc. ("PTA")
Attn: Sean Keegan, Executive Vice President
16600 Woodruff Avenue, Suite 210
Bellflower, California 90706
Telephone: (562) 920-1864

The Debtor retained PTA pre-petition pursuant to two separate Consulting Agreements (**Exhibits 1 & 2**) to provide real property tax consulting services to reduce the Debtor Conexant Systems, Inc.'s ("**Debtor**") property tax liability.

A. Consulting Agreement – Scranton Property

PTA is to be compensated on a tiered contingent fee scale based upon the amount of tax savings on a per property basis for the 2011/2012 and prior tax years. (**Exhibit 1**). Tax savings are calculated by comparing the difference between the Assessor's proposed valuation and the final reduced valuation multiplied by the applicable tax rate for each affected assessment or tax year on a per property basis, as follows:

<u>Levels</u>	<u>Reduction</u>	<u>Tax</u>	<u>Savings</u>	<u>PTA Fee %</u>
1 st	\$4,000,000	0.01	\$40,000	15%
2 nd	\$4,000,000	0.01	\$40,000	20%
3 rd	\$4,000,000	0.01	\$40,000	25%
Thereafter	\$4,000,000	0.01	\$40,000	30%

The contingency fee, including expenses for standard refund research, becomes due when the tax savings or valuation reductions are realized i.e., at the time the value reductions are officially demonstrated by a tax refund, adjusted tax bill, publication of the final current tax rate, or any other documentation from the taxing authority.

B. Consulting Agreement – Von Karman Property

With regards to the Von Karman property, PTA is to be compensated on a tiered contingent fee scale based upon the amount of tax savings on a per property basis for the 2009/2010 and prior tax years. (**Exhibit 2**). Tax savings are calculated by comparing the difference between the Assessor's proposed valuation and the final reduced valuation multiplied by the applicable tax rate for each affected assessment or tax year on a per property basis, as follows:

<u>Levels</u>	<u>Reduction</u>	<u>Tax</u>	<u>Savings</u>	<u>PTA Fee %</u>
1 st	\$1,500,000	0.01	\$15,000	15%
2 nd	\$1,500,000	0.01	\$15,000	20%
3 rd	\$1,500,000	0.01	\$15,000	25%
Thereafter	\$1,500,000	0.01	\$15,000	30%

The contingency fee, including expenses for standard refund research, becomes due when the tax savings or valuation reductions are realized i.e., at the time the value reductions are officially demonstrated by a tax refund, adjusted tax bill, publication of the final current tax rate, or any other documentation from the taxing authority.

C. Outstanding Amount Due and Owing to PTA

Although there have been discussions with the Debtor, PTA has not at this time been retained by the Debtor-in-Possession to continue its tax work and to seek *further* substantial tax reductions or tax savings that may be achievable with respect to the Debtor's property. They are currently active appeals for 2012/2013 tax year on Scranton Property in San Diego County, California, and on the Von Karman Property in Orange County, California.

At this time, tax savings have been realized and the total amount of **\$110,418.27** is due to PTA as a contingency, as memorialized by Invoice No. 8961 in the amount of \$4,738.40 and Invoice No. 9210 in the amount of \$7,185.86 for the Von Karman Property (**Exhibits 3 & 4**), and Invoice No. 9002 in the amount of \$44,617.83 and Invoice No. 9239 in the amount of \$53,876.18 for the Scranton Property (**Exhibits 5 & 6**).

Exhibits Attached to PTA's Proof of Claim:

1. Consulting Agreement dated 11/1/2011
2. Consulting Agreement dated 06/17/2009
3. Invoice No. 8961 dated 4/12/2012 (Von Karman)
4. Invoice No. 9210 dated 4/23/2013 (Von Karman)
5. Invoice No. 9002 dated 6/7/2012 (Scranton)
6. Invoice No. 9239 dated 6/19/2013 (Scranton)

EXHIBIT 1

EXHIBIT 1



REAL ESTATE TAX DIVISION

CONSULTING AGREEMENT

This agreement is dated by and between CONEXANT SYSTEMS, INC. (CONEXANT) (hereinafter, "CLIENT") and PROPERTY TAX ASSISTANCE COMPANY, INCORPORATED (PTA) & PTA REAL ESTATE TAX DIVISION, regarding real property tax consulting services to be provided by PTA REAL ESTATE TAX DIVISION on behalf and in the interest of the CLIENT.

Term of Agreement. The term of this proposal shall commence upon the date of execution and cover the following tax years of 2011/2012 and any prior years which are affected, and will remain in effect until all outstanding issues are resolved.

List of Properties. PTA REAL ESTATE TAX DIVISION agrees to represent the property(s) of the CLIENT as identified in Attachment "A" to this agreement, "List of Properties".

Scope of Services. PTA REAL ESTATE TAX DIVISION agrees to provide services for CLIENT as listed in Attachment "B" to this agreement, "Scope of Services".

Payment for Services. In consideration of PTA REAL ESTATE TAX DIVISION'S performance of services, CLIENT agrees to pay the fee for services plus agreed to expenses, if any, as provided for by Attachment "C" to this agreement, "Payment For Services". CLIENT agrees to pay each such invoice within thirty days (30).

Access to Staff and Resources. CLIENT also agrees to use best efforts to assist in a timely manner upon request by PTA REAL ESTATE TAX DIVISION.

Right to Lien. Omitted.

PROPERTY TAX ASSISTANCE CO., INC.

16600 WOODRUFF AVE., SUITE 210 • BELLFLOWER, CA 90706

PHONE: (562) 920-1864 • FAX: (562) 920-5775

www.property-taxes.com • retld@property-taxes.com

CONSULTING AGREEMENT

November 1, 2011

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Quote Duration. This quotation remains firm for your consideration for sixty days (60) from the date it is dated.

Confidentiality. PTA REAL ESTATE TAX DIVISION agrees that, except as absolutely required in the scope of the contracted work, it, its employees, officers and agents, will not disclose to any person(s), firm(s), or organization(s) nor make any personal use of any information disclosed by the CLIENT, including, without limitation, information relating to:

1. management practices and techniques;
2. property development and property acquisition plans;
3. names of tenants or customers;
4. the term of any purchase, sale or lease of property;
5. any and all information relating to the business or financial affairs of the CLIENT, its affiliates, owners or employees.

Resolution of Disputes. Any dispute between the parties related to this agreement shall be submitted to binding arbitration by the Arbitration Rules of the American Arbitration Association, to be determined and resolved by the rules and procedures of the Association in effect at the time of arbitration. The prevailing party in such litigation or arbitration will be entitled to its costs of suit (including reasonable attorney's fees) as fixed by the arbitration tribunal. We specifically incorporate the provisions of California Code of Civil Procedure Section 1283.05 relating to Discovery in Arbitration Proceedings.

Renewal. This agreement will automatically renew between the CLIENT and PTA REAL ESTATE TAX DIVISION for each succeeding year on the lien date (January 1st). Each party may terminate this agreement with a 30 day written notice to the other party. If a termination should occur, the terms of the agreement will apply and any unpaid and ~~or~~ earned fees will be paid to the parties.

Complete Agreement. This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto and the CLIENT acknowledges that in entering into this agreement, that PTA REAL ESTATE TAX DIVISION have made no promises, warranties, representations or guarantees to the CLIENT concerning the outcome of this matter, and nothing in this agreement shall be construed as a promise or guarantee. If the CLIENT is acquired or merges with another entity, PTA REAL ESTATE TAX DIVISION'S agreement will continue until the current year and prior years work is completed.

Additional Services. PTA REAL ESTATE TAX DIVISION shall devote time to the performance of its duties under this agreement as is reasonably necessary for a satisfactory performance.

CONSULTING AGREEMENT

November 1, 2011


Page 3

Any additional services to be performed by PTA REAL ESTATE TAX DIVISION beyond the scope of this agreement shall be mutually agreed to by both parties in writing.

Please execute and return the original copy of this agreement to our office. On behalf of PTA REAL ESTATE TAX DIVISION, we thank you for the opportunity to be of service.

Very truly yours,

PTA REAL ESTATE TAX DIVISION



Sean P. Keegan
EVP & Principal

SPK

Accepted and agreed to this 3 day of Nov, 2011.

By:



Name: Carl M. Mills

Title: CFO

Attachment A

LIST OF PROPERTIES

This attachment is a part of and incorporated into the agreement dated November 1, 2011, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

PROPERTY*

COUNTY

9806-9868 Scranton Road
San Diego, CA 92121
341-033-06-00
(Leased Facility)

San Diego

- * Any newly acquired or built properties may be added at any time with the consent of both parties.

Attachment B

SCOPE OF SERVICES

This attachment is a part of and incorporated into the agreement dated November 1, 2011, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

ASSESSMENT APPEAL SERVICES

PTA REAL ESTATE TAX DIVISION will perform, as necessary, the following services:

1. Conduct a personal, on-site inspection of the CLIENT's facilities.
2. Determine the appraisal methodology used by local taxing authorities in assessing the CLIENT's property.
3. Analyze both the CLIENT's the assessor's records and appraisals to eliminate possible duplicate assessments.
4. Analyze data and appraisals to insure maximum accrued depreciation advantages from all sources; physical, functional and economic.
5. Review assessment practices on comparable properties for fair and equal standards by taxing authorities and analyze economic conditions impacting assessed valuation.
6. Prepare presentations for assessing authorities using the proper appraisal approaches to value.
7. Conduct personal negotiations of value with the proper assessing authorities.
8. File assessment appeals where deemed reasonable and necessary to the local assessment appeals boards.
9. At the CLIENT's specific request, file all necessary real estate returns. This includes, but not limited to, personal property filings, Changes in Ownership Statements, Construction Cost Questionnaires, and Income and Expense Questionnaires.
10. At the CLIENT's specific request, assist in the securing of proper tax documents covering the properties assigned. PTA REAL ESTATE TAX DIVISION will not be held responsible for penalties, interest, or other charges arising out of CLIENT's delay in forwarding appropriate information and documents.

Attachment B Continued

SCOPE OF SERVICES

Page 2


11. At your specific request, we will assist in obtaining property tax statements and will review and approve copies of those statements submitted to us by the CLIENT.
12. Analyze and report all major changes in property tax procedures and assessment practices in the taxing jurisdiction.
13. Acquire copies of Assessor's parcel maps.
14. Estimate taxes on proposed property acquisitions.
15. At the CLIENT's request, assist in providing estimates of all taxes for accrual purposes. It is understood that variables such as changes in assessment ratios, and changes in tax rates may have substantial bearing on the outcome of the actual taxes. Tax estimates will be based on our best estimation of the value the assessor will place on a property in the future year(s).
16. Prepare and submit to you a report describing the results of our tax savings efforts.

Attachment C

PAYMENT FOR SERVICES

This attachment is a part of and incorporated into the agreement dated November 1, 2011, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

PTA REAL ESTATE TAX DIVISION agrees to provide the services to CLIENT as specified in Attachment "B", Scope of Services.

Option A 

The CLIENT agrees to pay PTA REAL ESTATE TAX DIVISION consulting fees for property tax services based on the following on a per parcel, per year basis. For the services proposed, the following fee structure is proposed on a performance commission fee rate in Exhibit A of any Tax Savings or Cash Refund received by Client.

For the services described, the Client agrees to pay a rate as listed in Exhibit A for any and all tax savings for the affected assessment years including the supplemental assessments on a per property basis.

The Assessment Appeal Services, Decline in Value Assessment Appeal Application Representation Services & Base Year Valuation Representation Services rendered on a contingency fee basis applies to both a per year and per property basis (e.g. 2011/2012 and prior years only). If any informal negotiations that are initiated by and/or participated in by PTA Real Estate Tax Division, or any appeals that PTA Real Estate Tax Division cause to be filed are successful in reducing our property taxes and/or securing a refund on our behalf we will pay a performance commission on a contingency fee basis as listed in Exhibit A of any all tax savings or any cash refund received by Client on a per property basis. Tax savings will be calculated by comparing the difference between the Assessor's proposed valuation and the final reduced valuation multiplied by the applicable tax rate for each affected assessment or tax year on a per property basis (e.g. per assessment year and per property).

Tax savings shall be defined or officially demonstrated by a tax refund for property taxes paid annually or the cancellation of taxes that should have been paid in a delinquency situation, adjusted tax bill, Notice of Property/Assessed Value Change from the County Assessor's Office, including changes in value prior to issuance of annual bill, Direct and or Special Assessment changes/reductions due to incorrect rate notices, publication of the final current tax rate, or any other documentation from the taxing authority. Tax savings shall include all tax year values affected by the efforts of PTA REAL ESTATE TAX DIVISION and shall include any and all county interest paid to CLIENT as part of the refund. The contingency fee will be paid at the time the value reductions are officially demonstrated by a tax refund, adjusted tax bill, publication of the final current tax rate, or any other documentation from the taxing authority. These services will include standard refund research as well.

EXHIBIT A

<u>Levels</u>	<u>Reduction</u>	<u>Tax</u>	<u>Savings</u>	<u>Fee %</u>
1st	4,000,000	0.01	40,000	15%
2nd	4,000,000	0.01	40,000	20%
3rd	4,000,000	0.01	40,000	25%
Thereafter	4,000,000	0.01	40,000	30%



CNXT

THOMAS J. PASTUSZKA CMC, CCB
EXECUTIVE OFFICER/CLERK

County of San Diego

ASSESSMENT APPEALS BOARDS

1600 PACIFIC HIGHWAY, ROOM 402, SAN DIEGO, CALIFORNIA 92101-2471

TELEPHONE (619) 531-5777
FAX (619) 531-6098

AGENT'S AUTHORIZATION TO REPRESENT APPLICANT

IN THE MATTER OF APPLICATION NO(S): 341-033-06-00

APPLICANT CONTACT INFORMATION

Applicant Name: CONEXANT SYSTEMS, INC. (LESSEE)
Mailing Address: 4000 MACARTHUR BLVD
City: NEWPORT BEACH State: CA Zip: 92660

Contact Name: Tom Stevens
Contact Phone No: (949) 423-3874

INFORMATION OF AGENT/ATTORNEY being appointed by Applicant in the above matter(s).

Agent/Attorney Name: SEAN KEEGAN
Mailing Address: 16600 Woodruff Ave., #210
City: Bellflower State: CA Zip: 90706

Agency Name: PTA - Real Estate Tax Division
Contact Phone No: (562) 920-1864
Fax No: (562) 920-5775

MY AGENT IS AUTHORIZED TO ACT ON MY BEHALF FOR ALL MATTERS PERTAINING TO THE ABOVE-MENTIONED APPLICATION(S).

I UNDERSTAND THAT I MUST APPEAR PERSONALLY AT THE HEARING OR BE REPRESENTED BY AN AGENT WHO SHALL BE FAMILIAR WITH THE FACTS PERTAINING TO THE MATTER (S) BEFORE THE BOARD.

MY AGENT HAS KNOWLEDGE OF THE PROPERTY UNDER CONSIDERATION AND CAN AND WILL ANSWER ALL QUESTIONS PERTINENT TO THE INQUIRY. IF MY AGENT CAN NOT ANSWER ALL PERTINENT QUESTIONS ABOUT MY PROPERTY AND I AM UNABLE TO ATTEND THE HEARING, I UNDERSTAND MY APPLICATION FOR REDUCTION IN ASSESSMENT MAY BE DENIED.

3 Nov 2011
DATED

[Signature] CFO
APPLICANT'S SIGNATURE

EXHIBIT 2

EXHIBIT 2



REAL ESTATE TAX DIVISION

CONSULTING AGREEMENT

This agreement is dated June 17, 2009 by and between CONEXANT SYSTEMS, INC. (CONEXANT) (hereinafter, "CLIENT") and PROPERTY TAX ASSISTANCE COMPANY, INCORPORATED (PTA) & PTA REAL ESTATE TAX DIVISION, regarding real property tax consulting services to be provided by PTA REAL ESTATE TAX DIVISION on behalf and in the interest of the CLIENT.

Term of Agreement. The term of this proposal shall commence upon the date of execution and cover the following tax years of 2009/2010 and any prior years which are affected, and will remain in effect until all outstanding issues are resolved.

List of Properties. PTA REAL ESTATE TAX DIVISION agrees to represent the property(s) of the CLIENT as identified in Attachment "A" to this agreement, "List of Properties".

Scope of Services. PTA REAL ESTATE TAX DIVISION agrees to provide services for CLIENT as listed in Attachment "B" to this agreement, "Scope of Services".

Payment for Services. In consideration of PTA REAL ESTATE TAX DIVISION'S performance of services, CLIENT agrees to pay the fee for services plus agreed to expenses, if any, as provided for by Attachment "C" to this agreement, "Payment For Services". CLIENT agrees to pay each such invoice within thirty days (30).

Access to Staff and Resources. CLIENT also agrees to use best efforts to assist in a timely manner upon request by PTA REAL ESTATE TAX DIVISION.

Right to Lien. Omitted.

PROPERTY TAX ASSISTANCE CO., INC.

16600 WOODRUFF AVE., SUITE 210 • BELLFLOWER, CA 90706

PHONE: (562) 920-1864 • FAX: (562) 920-5775

www.properly-taxes.com • retd@properly-taxes.com

CONSULTING AGREEMENT

June 17, 2009

Page 2

Quote Duration. This quotation remains firm for your consideration for sixty days (60) from the date it is dated.

Confidentiality. PTA REAL ESTATE TAX DIVISION agrees that, except as absolutely required in the scope of the contracted work, it, its employees, officers and agents, will not disclose to any person(s), firm(s), or organization(s) nor make any personal use of any information disclosed by the CLIENT, including, without limitation, information relating to:

1. management practices and techniques;
2. property development and property acquisition plans;
3. names of tenants or customers;
4. the term of any purchase, sale or lease of property;
5. any and all information relating to the business or financial affairs of the CLIENT, its affiliates, owners or employees.

Resolution of Disputes. Any dispute between the parties related to this agreement shall be submitted to binding arbitration by the Arbitration Rules of the American Arbitration Association, to be determined and resolved by the rules and procedures of the Association in effect at the time of arbitration. The prevailing party in such litigation or arbitration will be entitled to its costs of suit (including reasonable attorney's fees) as fixed by the arbitration tribunal. We specifically incorporate the provisions of California Code of Civil Procedure Section 1283.05 relating to Discovery in Arbitration Proceedings.

Renewal. This agreement will not automatically renew between the CLIENT and PTA REAL ESTATE TAX DIVISION for each succeeding year unless a written agreement is made by both parties. Each party may terminate this agreement with a 30 day written notice to the other party. If a termination should occur, the terms of the agreement will apply and any unpaid and or earned fees will be paid to the parties.

Complete Agreement. This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto and the CLIENT acknowledges that in entering into this agreement, that PTA REAL ESTATE TAX DIVISION have made no promises, warranties, representations or guarantees to the CLIENT concerning the outcome of this matter, and nothing in this agreement shall be construed as a promise or guarantee. If the CLIENT is acquired or merges with another entity, PTA REAL ESTATE TAX DIVISION'S agreement will continue until the current year and prior years work is completed.

Additional Services. PTA REAL ESTATE TAX DIVISION shall devote time to the performance of its duties under this agreement as is reasonably necessary for a satisfactory performance.

CONSULTING AGREEMENT

June 17, 2009

Page 3

Any additional services to be performed by PTA REAL ESTATE TAX DIVISION beyond the scope of this agreement shall be mutually agreed to by both parties in writing.

Please execute and return the original copy of this agreement to our office. On behalf of PTA REAL ESTATE TAX DIVISION, we thank you for the opportunity to be of service.

Very truly yours,

PTA REAL ESTATE TAX DIVISION

Sean P. Keegan
Vice President, State & Local Tax Services

SPK

Accepted and agreed to this 25 day of June, 2009.

By:

DA Chwah

Name:

David C. Chwah

Title:

Asst. Treasurer

Attachment A

LIST OF PROPERTIES

This attachment is a part of and incorporated into the agreement dated June 17, 2009, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

PROPERTY*

COUNTY

4340 Von Karman Avenue
Irvine, CA 92660
445-131-11
(Leased Facility)

Orange

* Any newly acquired or built properties may be added at any time with the consent of both parties.

Attachment B

SCOPE OF SERVICES

This attachment is a part of and incorporated into the agreement dated June 17, 2009, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

ASSESSMENT APPEAL SERVICES

PTA REAL ESTATE TAX DIVISION will perform, as necessary, the following services:

1. Conduct a personal, on-site inspection of the CLIENT's facilities.
2. Determine the appraisal methodology used by local taxing authorities in assessing the CLIENT's property.
3. Analyze both the CLIENT's the assessor's records and appraisals to eliminate possible duplicate assessments.
4. Analyze data and appraisals to insure maximum accrued depreciation advantages from all sources; physical, functional and economic.
5. Review assessment practices on comparable properties for fair and equal standards by taxing authorities and analyze economic conditions impacting assessed valuation.
6. Prepare presentations for assessing authorities using the proper appraisal approaches to value.
7. Conduct personal negotiations of value with the proper assessing authorities.
8. File assessment appeals where deemed reasonable and necessary to the local assessment appeals-boards.
9. At the CLIENT's specific request, file all necessary real estate returns. This includes, but not limited to, personal property filings, Changes in Ownership Statements, Construction Cost Questionnaires, and Income and Expense Questionnaires.
10. At the CLIENT's specific request, assist in the securing of proper tax documents covering the properties assigned. PTA REAL ESTATE TAX DIVISION will not be held responsible for penalties, interest, or other charges arising out of CLIENT's delay in forwarding appropriate information and documents.

Attachment B Continued

SCOPE OF SERVICES

Page 2

11. At your specific request, we will assist in obtaining property tax statements and will review and approve copies of those statements submitted to us by the CLIENT.
12. Analyze and report all major changes in property tax procedures and assessment practices in the taxing jurisdiction.
13. Acquire copies of Assessor's parcel maps.
14. Estimate taxes on proposed property acquisitions.
15. At the CLIENT's request, assist in providing estimates of all taxes for accrual purposes. It is understood that variables such as changes in assessment ratios, and changes in tax rates may have substantial bearing on the outcome of the actual taxes. Tax estimates will be based on our best estimation of the value the assessor will place on a property in the future year(s).
16. Prepare and submit to you a report describing the results of our tax savings efforts.

Attachment C

PAYMENT FOR SERVICES

This attachment is a part of and incorporated into the agreement dated June 17, 2009, entered into between CLIENT and PTA REAL ESTATE TAX DIVISION.

PTA REAL ESTATE TAX DIVISION agrees to provide the services to CLIENT as specified in Attachment "B", Scope of Services.

Option A _____

The CLIENT agrees to pay PTA REAL ESTATE TAX DIVISION consulting fees for property tax services based on the following on a per parcel, per year basis. For the services proposed, the following fee structure is proposed on a performance commission fee rate in Exhibit A of any Tax Savings or Cash Refund.

For the services described, the Client agrees to pay a rate as listed in Exhibit A for any and all tax savings for the affected assessment years including the supplemental assessments on a per property basis.

The Assessment Appeal Services, Decline in Value Assessment Appeal Application Representation Services & Base Year Valuation Representation Services rendered on a contingency fee basis applies to both a per year and per property basis. If any informal negotiations that are initiated by and/or participated in by PTA Real Estate Tax Division, or any appeals that PTA Real Estate Tax Division cause to be filed are successful in reducing our property taxes and/or securing a refund on our behalf we will pay a performance commission on a contingency fee basis as listed in Exhibit A of any and all tax savings or any cash refund on a per property basis. Tax savings will be calculated by comparing the difference between the Assessor's proposed valuation and the final reduced valuation multiplied by the applicable tax rate for each affected assessment or tax year on a per property basis (e.g. per assessment year and per property).

Tax savings shall be defined or officially demonstrated by a tax refund for property taxes paid annually or the cancellation of taxes that should have been paid in a delinquency situation, adjusted tax bill, Notice of Property/Assessed Value Change from the County Assessor's Office, including changes in value prior to issuance of annual bill, Direct and or Special Assessment changes/reductions due to incorrect rate notices, publication of the final current tax rate, or any other documentation from the taxing authority. Tax savings shall include all tax year values affected by the efforts of PTA REAL ESTATE TAX DIVISION and shall include any and all county interest paid to CLIENT as part of the refund. The contingency fee will be paid at the time the value reductions are officially demonstrated by a tax refund, adjusted tax bill, publication of the final current tax rate, or any other documentation from the taxing authority. These services will include standard refund research as well.

EXHIBIT A

<u>Levels</u>	<u>Reduction</u>	<u>Tax</u>	<u>Savings</u>	<u>Fee %</u>
1st	1,500,000	0.01	15,000	15%
2nd	1,500,000	0.01	15,000	20%
3rd	1,500,000	0.01	15,000	25%
Thereafter	1,500,000	0.01	15,000	30%

STATEMENT OF AGENCY
TO
WEBSTER J GUILLORY, ORANGE COUNTY ASSESSOR

880 North Broadway, Santa Ana, California
Phone 8:4-2727

I, PRES. 4340 VON KARMAN L P / Conexus Systems, Inc.
named as Assessee or Owner on Assessor's Parcel Number 445-131-71
and/or for property located at 4340 VON KARMAN AVE

County of Orange, hereby appoint the following named person to act as my agent for the purpose of filing property statements with you or the Assessment Appeals Boards, examining any records in your office which I have the right to examine, and discussing and drawing conclusions with you concerning the assessment of the above property.

Agent Name: Property Tax Assistance Co. Inc., Real Estate Tax Division
Agent Address: 16600 Woodruff Ave., Suite 210, Bellflower, CA 90706
Agent Phone: 562-920-1864

This authorization is for:

- ☐ Real Property Only
☐ Personal Property Only
☒ Real and/or Personal Property

This agency shall terminate on _____ unless sooner revoked in writing by me.

I, the undersigned, hereby declare under penalty of perjury that I am an officer of the named Corporation and that this authorization is issued pursuant to a written designation by the Board of Directors dated _____

D. Conexus Systems, Inc.
Name of Taxpayer
D. C. Wah
Signature
Asst. Treasurer
Title

Dated: _____

Place: _____

(CORPORATE SEAL)

ORANGE COUNTY CLERK OF THE BOARD, ASSESSMENT APPEALS DIVISION
AGENTS AUTHORIZATION FORM (Filed with Initial Application)

See Instructions on Reverse Side

(Please Type or Print)

1. APPLICANT / PROPERTY INFORMATION

APPLICANT'S NAME PRES-4340 VON KARMAN LP / Conexant Systems Inc
APPLICANT'S STREET ADDRESS/P.O. Box 4340 VON KARMAN AVE 4000 MarArthur Blvd
APPLICANT'S CITY/STATE/ZIP NEWPORT BEACH, CA 92660

SECURED PARCEL/ASSESSMENT NO. 445-131-11

UNSECURED PARCEL/ASSESSMENT NO. _____

This authorization covers the following calendar year: 2009
(*Calendar year is from Jan. 1 through Dec. 31 - each year a new authorization must be completed)

☒ The named agent during this annual filing period is hereby authorized to file applications for changed assessment and transact all business relating to such filings, including the withdrawal of an application, on any and all assessments of property located within the County of Orange owned by this applicant. (Applicant must initial this statement)

☐ The named agent during this annual filing period is hereby authorized to file applications for changed assessment and transact all business relating to such filings, including the withdrawal of an application, identified on the attached multiple property statement form (COB-305-AM) owned by this applicant. (Applicant must initial this statement)

2. AGENT'S AUTHORIZATION

If the applicant is a corporation, limited partnership, or limited liability company, the agent's authorization must be signed by an officer or authorized employee of the business entity

Sean Keegan

(Name of Agent)

PTA REAL ESTATE TAX DIVISION

(Agent's Company Name, if applicable)

16600 Woodruff Avenue, Suite 210

(Agent's Address)

(562) 920-1864

(Agent's phone)

(Alternate phone)

(562) 920-5775

(Fax phone)

The above named person/company is hereby authorized to act as my agent in this application and may inspect assessor's records, enter into stipulations, withdraw this application(s) and otherwise any action relating to this application.

3. AGENT'S CERTIFICATION

I hereby certify that a copy of the completed application for changed assessment attached to this authorization has been forwarded to the applicant named in this application. If using a multiple property statement form, the property(ies) subject to this specific application have been highlighted or clearly identified. If a copy of this form is being submitted, I will produce the original form with original signatures upon request or any action being requested will be denied.

Sean Keegan

(Name of Agent)

PTA REAL ESTATE TAX DIVISION

(Agent's Company Name, if different)

(Signature of Agent)

David C Walker

APPLICANT'S PRINTED NAME

D & E Walker

APPLICANT'S SIGNATURE

Asst. Treasurer

TITLE

6-25-09

DATE

EXHIBIT 3

EXHIBIT 3

PTA - REAL ESTATE TAX DIVISION**INVOICE**

16600 Woodruff Avenue #200
Bellflower, CA 90706
A/R: 562) 920-1864
FAX: 562) 920-5775

Date	Invoice #
4/12/2012	8961

BILL TO

CNXT-01-N
CONEXANT SYSTEMS LLC
Attn: Thomas Stevens
4000 MacArthur Blvd.
Newport Beach, CA 92660

Terms	Rep	Billing Tracer #	Property
Upon Rec...	SPK	542/04541	4340 Von Karman

SERVICE DESCRIPTION**AMOUNT**

2010 CONTINGENCY FEE NOW DUE

4,738.40

Property Tax Representation
Orange County
Parcel No. 445-131-11
Appeal No. 10-004384
Situs: 4340 Von Karman, Newport Beach CA

Original Value:	\$12,719,782
Revised Value:	10,300,000
Value Savings:	2,419,782
Tax Rate:	1.13406992%
Tax Savings:	\$27,442.02*
Professional Fee:	15/20%
Amount Due:	\$ 4,738.40

*Represents refunds issued by the Orange County Auditor Controller's Office
on 1/3/12 and Cashed 1/26/12.

Please remit pink with payment to above address. Thank You.

TOTAL**\$4,738.40**



REAL ESTATE TAX DIVISION

January 17, 2012

Mr. Thomas Stevens
CONEXANT SYSTEMS, INC.
4000 MacArthur Boulevard
Newport Beach, CA 92660

RE: 2010/2011 Appeal Application – 4340 Von Karman, Newport Beach, CA (445-131-11)

Dear Tom:

In reference to the Orange County Assessor's Valuation of the subject property for the January 1, 2010 valuation date, we have discussed the valuation with both you and with the Assessor's Representative. We provided our fair market value analysis and our information to the Assessor.

We have reached a resolution of the 2010/2011 Assessment Appeal Application. The 01/01/10 Valuation was corrected based on both the income approach to value and market approach to value analysis. We also focused on the market rental rates and market comparables in the area. The result is as follows:

<u>TAX YEAR</u>	<u>ASSESSED VALUE</u>	<u>CORRECTED VALUE</u>	<u>REDUCTION</u>	<u>ESTIMATED TAX SAVINGS</u>
2010/2011	12,719,782	10,300,000	2,419,782	\$26,618

The refund will be processed by the County upon completion of documentation by both the Assessment Appeals Board and the Auditor-Controller's Office. ***Please continue to forward copies of all County correspondence and/or the refund check for our review.*** We extend our thanks to you for assisting with providing the documents to us.

If you have any questions, please do not hesitate to contact me. On behalf of PTA & PTA Real Estate Tax Division, we thank you for the opportunity to serve you and Conexant Systems.

Sincerely,

Sean P. Keegan
EVP & Principal

*Based on 1.1% estimated tax rate

PROPERTY TAX ASSISTANCE CO., INC.

16600 WOODRUFF AVE., SUITE 210 • BELLFLOWER, CA 90706

PHONE: (562) 920-1864 • FAX: (562) 920-5775

www.property-taxes.com • retd@property-taxes.com

CONEXANT SYSTEMS (4340 VON KARMAN) - 2010/2011 PROP. 8 - DECLINE IN VALUE

ASSESSOR'S PARCEL NO.	APPEAL FILED	YEAR	ASSR. ROLL VALUE	REDUCED TO	VALUE DIFFERENCE	ESTIMATED TAX SAVINGS
445-131-11	YES	2010/2011	12,719,782	10,300,000	2,419,782	\$26,617.60
			12,719,782	10,300,000	2,419,782	\$26,617.60



CLERK of the BOARD of SUPERVISORS
Calendaring/Judicial Support Services
211 W. Santa Ana Blvd.
P.O. Box 687
Santa Ana, CA 92702-0687
(714)834-3457 ** FAX (714)834-4177

Darlene J. Bloom, CCB
Clerk of the Board

Pat Martinez
Assessment Appeals Division Manager

NOTICE OF ASSESSMENT APPEALS BOARD DECISION

TO: PTA - REAL ESTATE TAX DIV
SEAN KEEGAN
16600 WOODRUFF AVE #210
BELLFLOWER CA 90706-4916

DECEMBER 9, 2011

SPK
CNXT

Application No: 10-004384

Applicants Name: PRES-4343 VON KARMAN LP/C

Parcel/Assmt No. 445-131-11

Tax Year Filed: 2010
Effective Roll Year: 2010



4340 Von
Karmen Ave

Hearing Date: DECEMBER 7, 2011

This is to notify you that the Orange County Assessment Appeals Board took the following action on your application (Note: This value may not include CPI indexing which will be added to your new assessed value if appropriate):

Board Action: BOARD REDUCED

Based upon the testimony and evidence received on this matter, the Board approved the Assessor's recommendation for a revised enrolled value of \$ 10,300,000 which was mutually agreed to by both parties.

Clerk Administrator
ASSESSMENT APPEALS BOARD

EXHIBIT 4

EXHIBIT 4

PTA - REAL ESTATE TAX DIVISION**INVOICE**

16600 Woodruff Avenue #200
Bellflower, CA 90706
A/R: 562) 920-1864
FAX: 562) 920-5775

DATE	INVOICE
4/23/2013	9210

BILL TO

CNXT-01-N
CONEXANT SYSTEMS LLC
Attn:Lynne Neilson
4000 MacArthur Blvd.
Newport Beach, CA 92660

Terms	Rep	Billing Tracer #	Property Name
Upon Rec...	SPK	742/05217	Von Karman

SERVICE DESCRIPTION**AMOUNT**

2011 CONTINGENCY FEE NOW DUE

7,185.86

Property Tax Representation
Orange County
Parcel No. 445-131-11
Appeal No. 11-006959
Situs: 4340 Von Karman, Newport Beach CA

Original Value:	\$12,815,561
Revised Value:	9,500,000
Value Savings:	3,315,561
Tax Rate:	1.13837356%
Tax Savings:	37,743.47
Professional Fee:	15/20/25%
Amount Due:	\$ 7,185.87

*Represents refunds issued by the Orange County Auditor Controller's Office
on 2/19/13, Cashed 3/29/13.

lease remit pink with payment to above address. Thank You.

TOTAL**\$7,185.86**

CONEXANT SYSTEMS (4340 VON KARMAN) - 2011/2012 PROP. 8 - DECLINE IN VALUE

ASSESSOR'S PARCEL NO.	APPEAL FILED	YEAR	ASSR. ROLL VALUE	REDUCED TO	VALUE DIFFERENCE	ESTIMATED TAX SAVINGS	ACTUAL TAX REFUND	PROF. FEES
445-131-11	YES	2011/2012	12,815,561	9,500,000	3,315,561	\$36,471.17	\$37,743.47	\$ 7,185.87
			<u>12,815,561</u>	<u>9,500,000</u>	<u>3,315,561</u>	<u>\$36,471.17</u>	<u>\$37,743.47</u>	<u>\$ 7,185.87</u>



REAL ESTATE TAX DIVISION

January 17, 2013

Ms. Lynn Neilson
CONEXANT SYSTEMS, INC.
4000 MacArthur Boulevard
Newport Beach, CA 92660

RE: 2011/2012 Appeal Application – 4340 Von Karman, Newport Beach, CA (445-131-11)

Dear Lynn:

In reference to the Orange County Assessor's Valuation of the subject property for the January 1, 2011 valuation date, we have discussed the valuation with both you and with the Assessor's Representative. We provided our fair market value analysis and our information to the Assessor.

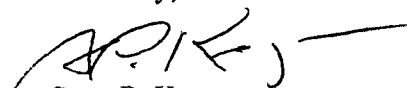
We have reached a resolution of the 2011/2012 Assessment Appeal Application. The 01/01/11 Valuation was corrected due to the analysis based on both the income and market approaches to value. We also focused on the market rental rates and market comparables in the area. The result is as follows:

<u>TAX YEAR</u>	<u>ASSESSED VALUE</u>	<u>CORRECTED VALUE</u>	<u>REDUCTION</u>	<u>ESTIMATED TAX SAVINGS</u>
2011/2012	12,815,561	9,500,000	3,315,561	\$36,471

The refund will be processed by the County upon completion of documentation by both the Assessment Appeals Board and the Auditor-Controller's Office. ***Please continue to forward copies of all County correspondence and/or the refund check for our review.*** We extend our thanks to you for assisting with providing the documents to us.

If you have any questions, please do not hesitate to contact me. On behalf of PTA & PTA Real Estate Tax Division, we thank you for the opportunity to serve you and Conexant Systems.

Sincerely,


Sean P. Keegan
EVP & Principal

*Based on 1.1% estimated tax rate

PROPERTY TAX ASSISTANCE CO., INC.

16600 WOODRUFF AVE., SUITE 210 • BELLFLOWER, CA 90706

PHONE: (562) 920-1864 • FAX: (562) 920-5775

www.property-taxes.com • ret@d@property-taxes.com

CNXT-01-N
4340 VON KARMAN



CLERK of the BOARD of SUPERVISORS
Calendaring/Jud. Support Services
211 W. Santa Ana Blvd.
P.O. Box 687
Santa Ana, CA 92702-0687
(714)834-3457 ** FAX (714)834-4177

Susan Novak
Clerk of the Board

Pat Martinez
Assessment Appeals Division Manager

NOTICE OF ASSESSMENT APPEALS BOARD DECISION

TO: PTA - REAL ESTATE TAX DIV
SEAN KEEGAN
16600 WOODRUFF AVE #210
BELLFLOWER CA 90706-4916

JANUARY 18, 2013

Application No: 11-006959

Applicants Name: PRES-4343 VON KARMAN LP /

4340

Parcel/Assmt No. 445-131-11

Von Karmann Ave.

Tax Year Filed: 2011
Effective Roll Year: 2011

Hearing Date: JANUARY 14, 2013

This is to notify you that the Orange County Assessment Appeals Board took the following action on your application (Note: This value may not include CPI indexing which will be added to your new assessed value if appropriate):

Board Action: BOARD REDUCED

Based upon the testimony and evidence received on this matter, the Board approved the Assessor's recommendation for a revised enrolled value of \$ 9,500,000 which was mutually agreed to by both parties.

Clerk Administrator
ASSESSMENT APPEALS BOARD

FILE COPY

EXHIBIT 5

EXHIBIT 5

PTA - REAL ESTATE TAX DIVISION**INVOICE**

16600 Woodruff Avenue #200
Bellflower, CA 90706
A/R: 562) 920-1864
FAX: 562) 920-5775

DATE	INVOICE
6/7/2012	9002

BILL TO

CNXT-01-N
CONEXANT SYSTEMS LLC
Attn: Thomas Stevens
4000 MacArthur Blvd.
Newport Beach, CA 92660

Terms	Rep	Billing Tracer #	Property Name
Upon Rec...	SPK	552/04540	9806-9868 Scranton

SERVICE DESCRIPTION**AMOUNT**

2010 CONTINGENCY FEE NOW DUE

44,617.83

Property Tax Representation
San Diego County
Parcel No. 341-033-06
Appeal No. 10-15134
Situs: 9806-9868 Scranton, San Diego CA

Original Value:	\$56,619,312
Revised Value:	40,000,000
Value Savings:	16,619,312
Tax Rate:	1.13558310%
Tax Savings:	\$ 188,726.10*
Professional Fee:	15/20/25/30%
Amount Due:	\$ 44,617.83

*Represents refunds issued by the San Diego County Auditor Controller's Office
on 2/29/12, Cashed 3/22/12. Warrant No. 3548233 mailed to ELPF Scranton
Road LTD Partnership at 200 Randolph Dr., Chicago IL 60601.

Please remit pink with payment to above address. Thank You.

TOTAL	\$44,617.83
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**ASSESSMENT APPEALS BOARD
COUNTY OF SAN DIEGO
STIPULATION FOR REDUCTION IN ASSESSED VALUE**

Application Number: 10-15134 Assessment Date: 01/01/10	APPLICANT, PARCEL NUMBER CONEXANT SYSTEMS INC 341-033-06-00	
	ASSESSOR'S DETERMINATION OF FULL VALUE	ASSESSOR'S CORRECTED FULL VALUE
LAND	\$18,682,816	\$12,000,000
IMPROVEMENTS	\$37,936,496	\$28,000,000
TOTAL	\$56,619,312	\$40,000,000
FIXTURES	\$0	\$0
PERSONAL PROP.	\$0	\$0
PENALTY	\$0	\$0

The Applicant who filed the subject application and the County of San Diego stipulate that the following shall be presented to the Assessment Appeals Board for approval:

1. The Assessor's determination of full value is as set forth above.
2. That the assessed value of said property be changed by the Assessment Appeals Board in accordance with Revenue and Taxation Code Section 1610.8 to the corrected full value set forth above.
3. The applicant understands that the reduction is TEMPORARY and State law says the Assessor's Office must review the property each lien date. When the market value increases, the assessed value will increase (either incrementally over several years or all at once) depending upon the market conditions. Under no circumstances, however, can this increased value exceed the original assessed value, plus the 2% annual increase in accordance with Proposition 13.
4. The facts verified by the Assessor on which said reduction is premised are as follows:

A review of current market sales of comparable properties shows that there was a declining real estate market and therefore, the taxable value of the property as of 01/01/10 is reduced to \$40,000,000. This temporary adjustment is made in accordance with Revenue and Taxation Code Section 51 which provides that, on lien date, the taxable value of real property shall be the lesser of the indexed base year value or full cash value.

January 12, 2012

Dated: 01/18/12

COUNTY OF SAN DIEGO
by ERNEST J. DRONENBURG, JR., Assessor

APPLICANT

By E. Robert / M. Sitzer Deputy
E. ROBERT / M. SITZER

Print Name: SEAN P. KEEGAN
☐ Applicant OR ☒ Applicant's Agent

Approved as to Form and Legality
By Thomas E. Montgomery, County Counsel

Signature: AP Keegan, AGENT

By _____ Deputy

EXHIBIT 6

EXHIBIT 6

PTA - REAL ESTATE TAX DIVISION**INVOICE**

16600 Woodruff Avenue #200
Bellflower, CA 90706
A/R: 562) 920-1864
FAX: 562) 920-5775

DATE	INVOICE
6/19/2013	9239

BILL TO

CNXT-01-N
CONEXANT SYSTEMS LLC
Attn: Lynn Neilson
4000 MacArthur Blvd.
Newport Beach, CA 92660

Terms	Rep	Billing Tracer #	Property Name
Upon Rec...	SPK	756/05295	Scranton Rd.

SERVICE DESCRIPTION**AMOUNT**

2011 CONTINGENCY FEE NOW DUE

53,876.18

Property Tax Representation
San Diego County
Parcel No. 341-033-06
Appeal No. 11-08016
Situs: 9806-9868 Scranton Rd., San Diego CA

Original Value:	\$57,045,654
Revised Value:	38,000,000
Value Savings:	19,045,654
Tax Rate:	1.15295205%
Tax Savings:	219,587.26*
Professional Fee:	15/20/25/30%
Amount Due:	\$ 53,876.18

*Represents refunds issued by the San Diego County Auditor Controller's Office
on 5/6/13, Warrant No. 3759108 to ELPF Scranton Rd., LTD., 200 Randolph
Dr., Chicago IL 60601

Please remit pink with payment to above address. Thank You.

TOTAL	\$53,876.18
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CONEXANT SYSTEMS (9806-9868 SCRANTON RD., SD, CA) - 2011/2012 PROP. 8 - DECLINE IN VALUE

ASSESSOR'S PARCEL NO.	APPEAL FILED	YEAR	ASSR. ROLL VALUE	REDUCED TO	VALUE DIFFERENCE	ACTUAL REFUND	PROF. FEES
341-033-06	YES	2011/2012	57,045,654	38,000,000	19,045,654	\$ 219,587.26	\$ 53,876.18

* SD COUUNTY REFUND ISSUED TO THE LANDLORD, ELPF SCRANTON RD. LTD - 200 RANDOLPH DR., CHICAGO, IL 60601 - ISSUED ON 05/06/13.

** CONEXANT SYSTEMS, INC. - PAID THE PROPERTY TAXES TO THE LANDLORD FOR THE 12/10/11 & 04/10/12 TAX PAYMENTS AS THE LESSEE. LANDLORD REMITTED THE PROPERTY TAXES TO THE COUNTY.



REAL ESTATE TAX DIVISION

February 25, 2013

Ms. Lynn Neilson
CONEXANT SYSTEMS, INC.
4000 MacArthur Boulevard
Newport Beach, CA 92660

RE: 2011/2012 Appeal Application – 9806-9868 Scranton Road, San Diego, CA (341-033-06)

Dear Lynn:

In reference to the San Diego County Assessor's Valuation of the subject property for the January 1, 2011 valuation date, we have discussed the valuation with both you and with the Assessor's Representative. We provided our fair market value analysis and our information to the Assessor.

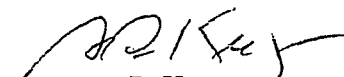
We have reached a resolution of the 2011/2012 Assessment Appeal Application. The 01/01/11 Valuation was corrected based on both the income approach to value and market approach to value analysis. The result is as follows:

<u>TAX YEAR</u>	<u>ASSESSED VALUE</u>	<u>CORRECTED VALUE</u>	<u>REDUCTION</u>	<u>ESTIMATED TAX SAVINGS</u>
2011/2012	57,045,654	38,000,000	19,045,654	\$209,509

The refund will be processed by the County upon completion of documentation by both the Assessment Appeals Board and the Auditor-Controller's Office. ***Please continue to forward copies of all County correspondence and/or the refund check for our review.*** We extend our thanks to you for providing documents to us.

If you have any questions, please do not hesitate to contact me. On behalf of PTA & PTA Real Estate Tax Division, we thank you for the opportunity to serve you and Conexant Systems.

Sincerely,


Sean P. Keegan
EVP & Principal

*Based on 1.1% estimated tax rate

PROPERTY TAX ASSISTANCE CO., INC.

16600 WOODRUFF AVE., SUITE 210 • BELLFLOWER, CA 90706

PHONE: (562) 920-1864 • FAX: (562) 920-5775

www.property-taxes.com • ret@d@property-taxes.com

CNXT-01-N
9806-9868 SCRANTON RD.

CONEXANT SYSTEMS (9806-9868 SCRANTON RD., SD, CA) - 2011/2012 PROP. 8 - DECLINE IN VALUE

ASSESSOR'S PARCEL NO.	APPEAL FILED	YEAR	ASSR. ROLL VALUE	REDUCED TO	VALUE DIFFERENCE	ESTIMATED TAX SAVINGS
341-033-06	YES	2011/2012	57,045,654	38,000,000	19,045,654	\$ 209,502.19
			57,045,654	38,000,000	19,045,654	\$ 209,502.19

ASSESSMENT APPEALS BOARD
COUNTY OF SAN DIEGO
STIPULATION FOR REDUCTION IN ASSESSED VALUE

Application Number: 11-08016 Assessment Date: 01/01/11	APPLICANT, PARCEL NUMBER CONEXANT SYSTEMS INC. (LESSEE) 341-033-06-00	
	ASSESSOR'S DETERMINATION OF FULL VALUE	ASSESSOR'S CORRECTED FULL VALUE
LAND	\$18,823,497	\$11,000,000
IMPROVEMENTS	\$38,222,157	\$27,000,000
TOTAL	\$57,045,654	\$38,000,000
FIXTURES	\$0	\$0
PERSONAL PROP.	\$0	\$0
PENALTY	\$0	\$0

The Applicant who filed the subject application and the County of San Diego stipulate that the following shall be presented to the Assessment Appeals Board for approval:

1. The Assessor's determination of full value is as set forth above.
2. That the assessed value of said property be changed by the Assessment Appeals Board in accordance with Revenue and Taxation Code Section 1610.8 to the corrected full value set forth above.
3. The applicant understands that the reduction is TEMPORARY and State law says the Assessor's Office must review the property each lien date. When the market value increases, the assessed value will increase (either incrementally over several years or all at once) depending upon the market conditions. Under no circumstances, however, can this increased value exceed the original assessed value, plus the 2% annual increase in accordance with Proposition 13.
4. The facts verified by the Assessor on which said reduction is premised are as follows:

A review of current market sales of comparable properties shows that there was a declining real estate market and therefore, the taxable value of the property as of 01/01/11 is reduced to \$38,000,000. This temporary adjustment is made in accordance with Revenue and Taxation Code Section 51 which provides that, on lien date, the taxable value of real property shall be the lesser of the indexed base year value or full cash value.

February 19, 2013

COUNTY OF SAN DIEGO
by ERNEST J. DRONENBURG, JR., Assessor

By W. LOPEZ / R. KIM Deputy

Approved as to Form and Legality
By Thomas E. Montgomery, County Counsel

By _____ Deputy

Dated: 02/22/13

APPLICANT

Print Name: JOHN P. KAGAN

☐ Applicant OR ☒ Applicant's Agent

Signature: [Signature] AGENT



SALVATO LAW OFFICES

BUSINESS LITIGATION, BANKRUPTCY & RELATED MATTERS

355 SOUTH GRAND AVENUE, Suite 2450

LOS ANGELES, CA 90071-9500

OFFICE: 213.484.8400

FAX: 213.402.3778

www.salvatolawoffices.com

JOSEPH BOUFADEL

E-MAIL: JBOUFADEL@SALVATOLAWOFFICES.COM

June 20, 2013

VIA U.S. MAIL

BMC Group, Inc.

Attn: Conexant Systems, Inc. Claims Processing

PO Box 3020

Chanhassen, MN 55317-3020

Re: *In re Conexant Systems, Inc., et al., Bankruptcy Case No. 13-10367-MFW*
United States Bankruptcy Court, District of Delaware

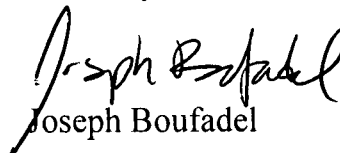
To BMC Group, Inc.:

SALVATO LAW OFFICES

BUSINESS LITIGATION, BANKRUPTCY & RELATED MATTERS

Please accept for filing the enclosed **Amended Proof of Claim No. 25** for creditor Property Tax Assistance Co., Inc. in the amount of \$110,418.27. Please contact us if you would prefer an electronic copy of the Amended Proof of Claim.

Sincerely,


Joseph Boufadel

Enclosures:

Amended Proof of Claim No. 25

Salvato Law Offices
355 S Grand Avenue, Suite 2450
Los Angeles CA 90071-9500

062S0007595975



\$2.320

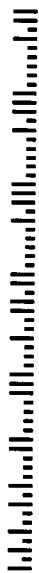
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JUN 24 2013

BMC GROUP



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