

MAPLES

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 1 OF 2012 (PCJ)

In Chambers
12 September 2012
Before the Honourable Justice Sir Peter Cresswell



IN THE MATTER OF THE COMPANIES LAW (2011 REVISION)

AND IN THE MATTER OF TRIDENT MICROSYSTEMS (FAR EAST) LTD. (IN OFFICIAL LIQUIDATION)

ORDER

UPON the application of the joint official liquidators ("**JOLs**") of Trident Microsystems (Far East) Ltd. (the "**Company**") by their Summons dated 29 August 2012

AND UPON reading the Sixth Affidavit of Gordon I MacRae, the Eighth Affidavit of Gordon I. MacRae, the First Affidavit of Robert J Stearn Jr, the Twelfth Affidavit of Eleanor G. Fisher, the Second Affidavit of Richard A. Chesley, the Seventh Affidavit of Richard A. Chesley and the First Affidavit of Andrew Hinkelman and exhibits thereto

AND UPON hearing Counsel for the JOLs, Counsel for the United States Official Committee of Unsecured Creditors of the Company and Counsel for the United States Statutory Committee of Equity Holders of Trident Microsystems, Inc ("**TMI**")

AND UPON hearing the application jointly with the United States Bankruptcy Court for the District of Delaware ("**Delaware Bankruptcy Court**")

IT IS ORDERED that:

- 1 Pursuant to Order 21 of the Companies Winding Up Rules 2008 (as amended) and/or the inherent jurisdiction of the Court, the proposed cross-border insolvency protocol between the JOLs, the Company, TMI and Mr Andrew Hinkelman of FTI Consulting, Inc for the co-operation and co-ordination of these proceedings and the proceedings before the Delaware Bankruptcy Court commenced by the Company and TMI pursuant to

Chapter 11 of Title 11 of the United States Code (Case No. 12-10069-CSS), a copy of which is annexed hereto, be approved.

- 2 The costs of this application be paid out of the assets of the Company as an expense of the liquidation.

Dated the 12th day of September 2012

Filed the 17th day of September 2012



The Honourable Justice Cresswell
Judge of the Grand Court



FILED by Maples and Calder, attorneys for the official liquidators, whose address for service is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: CDM/CJM/VJL/675265.1/24454294)

Approved as to form and content:

Maples and Calder

Maples and Calder
Attorneys for the Joint Official Liquidators

Approved as to form and content:

Solomon Harris

Solomon Harris
Attorneys for the United States Official Committee
of Unsecured Creditors of the Company

Approved as to form and content:

Campbells

Campbells
Attorneys for the United States Statutory
Committee of Equity Holders of TMI



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**CROSS-BORDER INSOLVENCY PROTOCOL STIPULATION
REGARDING TRIDENT MICROSYSTEMS, INC.
AND TRIDENT MICROSYSTEMS (FAR EAST), LTD. (IN OFFICIAL LIQUIDATION)**

Whereas on January 4, 2012, Trident Microsystems Inc (“TMI”) and Trident Microsystems (Far East), Ltd. (“TMFE”) commenced proceedings in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) pursuant to United States Bankruptcy Code 11 U.S.C. §§ 101-1532 (the “Bankruptcy Proceedings”).



Whereas on January 4, 2012, TMFE filed a petition in the Grand Court of the Cayman Islands (the “Cayman Court”) seeking the winding up of TMFE and the appointment of liquidators (Cause No. FSD 1 of 2012 (PCJ)) (the “Winding Up Petition”).

Whereas on August 8, 2012 the Cayman Court ordered that TMFE be wound up and appointed Gordon MacRae and Eleanor Fisher, each of Zolfo Cooper (“ZC”), as joint official liquidators of TMFE (the “Cayman Liquidators”).

Wherefore the Cayman Liquidators, together with TMI and TMFE, now enter into this Stipulation Regarding a Cross-Border Insolvency Protocol (the “Stipulation”).

Preliminary Statement

The purpose of the Stipulation is to ensure the just, efficient and expeditious administration of the insolvency proceedings of TMFE in the Cayman Islands (the “Cayman Proceedings”) and the Bankruptcy Proceedings. It is in the interest of all parties, including the Cayman Liquidators, TMFE and its creditors, TMI and its creditors and shareholders, the Cayman Court and the Bankruptcy Court, to cooperate to the greatest extent practicable in the conduct of the Cayman Proceedings and the Bankruptcy Proceedings (collectively “Insolvency Proceedings”), with the following Objectives:

Providing a framework for protecting the interests of, and maximizing returns to,

TMFE’s and TMI’s estates, creditors and stakeholders;

Obtaining the best price reasonably obtainable for the remaining non-cash assets of

TMFE and TMI;

Expediting the realization of the remaining non-cash assets of TMFE and TMI;
Providing a framework for the just, efficient and expeditious adjudication of claims;
Expediting the distribution of the available assets of TMFE and TMI to their creditors
and, to the extent that TMFE and/or TMI has surplus assets after the discharge of
all their liabilities to creditors, the distribution of such surplus assets to their
shareholders;
Minimizing the overall costs incurred in the administration of the estate of TMFE and
TMI;
Avoiding or minimizing duplication of efforts;
Avoiding or minimizing any potential conflict between the Cayman Proceedings and the
Bankruptcy Proceedings;
Ensuring transparency and accountability in the conduct of the Insolvency Proceedings;
Expediting the dissolution of TMFE and its exit from the Insolvency Proceedings.

Mindful of these Objectives, the parties hereby enter into this Stipulation.

Background

The Parties

TMI was incorporated in California in 1987 and reincorporated in Delaware in 1992. TMI is the sole shareholder of TMFE, and TMFE is the direct or indirect parent of certain subsidiary entities organized under the laws of various foreign jurisdictions (the "Foreign Subsidiaries," collectively with TMI and TMFE, the "Group"). TMI's principal executive offices were located in Sunnyvale, California. Prior to the commencement of the Insolvency Proceedings, TMI served as the corporate head of the Group's entities and provided corporate oversight and administrative services necessary for the operations of the Group.

TMFE was incorporated in the Cayman Islands in 1996. Immediately prior to the commencement of the Insolvency Proceedings, TMFE had no employees and its board of directors was comprised of executives employed by TMI. At that time its principal assets comprised work in progress, receivables and intellectual property in the form of approximately



1,600 patents, and its interest in the Foreign Subsidiaries. As at the date hereof, TMFE has no employees and its principal assets comprise cash or bank deposits, receivables, certain patents, and its interests in the Foreign Subsidiaries.

Immediately prior to the commencement of the Insolvency Proceedings, TMFE, through administrative services performed by its subsidiaries in Hong Kong and by TMI, was responsible for the control and administration of accounts payable on behalf of the entire Group. As at the date hereof TMFE's responsibilities with respect to accounts payable have been substantially diminished and are now primarily related to claims reconciliation and payments for the wind-down of the Foreign Subsidiaries.

The Insolvency Proceedings

1. On January 4, 2012, TMI and TMFE commenced the Bankruptcy Proceedings in the Bankruptcy Court. On February 24, 2012 the Bankruptcy Court retrospectively approved the appointment of Andrew Hinkelman of FTI Consulting, Inc. as the chief restructuring officer of TMFE and TMI as of the commencement of the Bankruptcy Proceedings ("CRO" or "Mr. Hinkelman"). During the course of the Bankruptcy Proceedings, TMI and TMFE have acted as debtors in possession pursuant to section 1107 of the United States Bankruptcy Code (the "Bankruptcy Code"), and have operated their businesses pursuant to section 1108 of the Bankruptcy Code. The businesses of TMI and TMFE have now been substantially wound down and substantially all of their tangible assets have been sold. As at August 8, 2012 TMFE had ceased to carry on business, except to the extent it had assets to administer, creditor claims to pay, and litigation-type claims to assert.

2. On January 4, 2012, TMFE filed the Winding Up Petition in the Cayman Court.

3. On January 11, 2012, the Cayman Court appointed Gordon MacRae and Eleanor Fisher as joint provisional liquidators of TMFE (the "JPLs"). The Cayman Court also adjourned the hearing of the Winding Up Petition; the Cayman Court subsequently fixed the substantive hearing date of the Winding Up Petition to be August 8, 2012.



4. On January 17, 2012 an Official Committee of Unsecured Creditors of TMFE (“TMFE’s US Creditors’ Committee”) was constituted in the Bankruptcy Proceedings. On March 8, 2012 a liquidation committee of TMFE’s unsecured creditors was constituted in the Cayman Proceedings (“Provisional Committee”). TMFE’s US Creditors’ Committee and the Provisional Committee (collectively, the “Committees”) were comprised of the same creditors.

5. During the course of the provisional liquidation of TMFE it continued to carry on business and operate as a debtor in possession in the Bankruptcy Proceedings, subject to the oversight and input of the CRO, the JPLs, and the Committees.

6. The JPLs, TMI and TMFE entered into a *Stipulation and Cross Border Insolvency Protocol*, which the Cayman Court and the Bankruptcy Court approved on January 25, 2012 (the “Stipulation and Protocol for the Provisional Liquidation”), for the purpose of the efficient administration of the Insolvency Proceedings during the course of TMFE’s provisional liquidation. The Stipulation and Protocol for the Provisional Liquidation was subsequently amended, which amendments were approved by the Cayman Court and the Bankruptcy Court on June 8, 2012, to provide for procedures for creditors to file claims against TMFE and TMI (the “Claims Filing Procedures”).

7. At the hearing of the Winding Up Petition on August 8, 2012 the Cayman Court discharged Mr. MacRae and Ms. Fisher as joint provisional liquidators of TMFE, ordered that TMFE be put into official liquidation (the “Official Liquidation”) and appointed Mr. MacRae and Ms. Fisher as the Cayman Liquidators of TMFE. Upon the discharge of Mr. MacRae and Ms. Fisher as joint provisional liquidators, the Stipulation and Protocol for the Provisional Liquidation ceased to have effect.

8. Upon the commencement of the Official Liquidation, the Provisional Committee was also discharged. However, the members of the Provisional Committee continue to meet and offer input to the Cayman Liquidators, TMFE and Mr. Hinkelman. It is anticipated that in or around September 25, 2012, a liquidation committee of TMFE’s unsecured creditors will be



constituted for the purpose of the official liquidation (“TMFE’s Cayman Creditors’ Committee” together with TMFE’s US Creditors’ Committee, “TMFE’s Creditors’ Committees”).

9. Accordingly, the Cayman Liquidators, TMFE, TMI and Mr. Hinkelman now propose to enter into this Stipulation for the purpose of the official liquidation of TMFE.

The Stipulation

10. The Cayman Liquidators, TMFE, TMI and Mr. Hinkelman, agree that a framework of general principles is appropriate to address certain issues that are likely to arise in connection with the Insolvency Proceedings including, without limitation, (a) the administration of the estates of TMFE and TMI during the Insolvency Proceedings, (b) the realization of any remaining assets of TMFE and of TMI, (c) the adjudication of claims against TMFE and TMI, (d) the distribution and payment of the assets of TMFE and TMI to their creditors and, to the extent that TMFE and/or TMI have surplus assets after the discharge of all their liabilities to creditors, the distribution of such surplus assets to their shareholders.

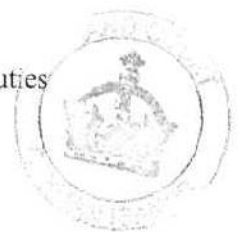
11. The purpose of the protocol contemplated by this Stipulation is to protect the interests of all of TMFE’s and TMI’s creditors, shareholders and other parties in interest, and to protect the process by which the Insolvency Proceedings are administered. The Protocol provides a framework for cooperation between the jurisdictions and seeks to eliminate, or otherwise minimize, duplication of effort and to promote judicial economy.

NOW THEREFORE, the Cayman Liquidators, TMFE, TMI and Mr. Hinkelman hereby stipulate and agree, to the following:

General obligations of the parties

1. The parties acknowledge that the petition dated January 4, 2012 seeking an order that the administration of the bankruptcy cases of TMI and TMFE before the Bankruptcy Court be administered jointly was sought for administrative and procedural convenience only.

2. The parties acknowledge that each of the Statutory Committee of Equity Security Holders of Trident Microsystems, Inc. (the “Equity Committee”), TMFE’s US Creditors’ Committee and TMFE’s Cayman Creditors’ Committee have certain statutory rights and duties



pursuant to United States law and/or Cayman Islands law. Nothing contained in this Stipulation shall modify or alter the existing rights and duties of TMFE's Creditors' Committees (once formed) and the Equity Committees in the Insolvency Proceedings. Further, nothing contained herein shall diminish TMFE's obligations as a debtor in a United States bankruptcy proceeding, specifically including those obligations imposed upon debtors under Title 11 of the United States Code. Except as specifically provided in this protocol, the Cayman Liquidators shall not cause TMFE to take any actions inconsistent with the Bankruptcy Code.

3. TMFE shall continue to act as a debtor for the purpose of the Bankruptcy Proceedings subject to the control of the Cayman Liquidators. The directors and officers of TMFE, including for the avoidance of doubt Mr. Hinkelman, shall have no further authority to act on behalf of TMFE without the prior authorization of the Cayman Liquidators. The Cayman Liquidators shall become the persons responsible for the affairs of TMFE and ensuring TMFE's compliance with all orders entered by the Bankruptcy Court.

4. With respect to the remaining non-cash assets of TMFE, TMFE, the Cayman Liquidators and, to the extent necessary, TMI will apply to the Bankruptcy Court and the Cayman Court for approval of the procedures for the sale of such assets (including but not limited to approval of any proposed marketing of such assets and any subsequent auction of such assets). For the avoidance of doubt, TMFE and, to the extent necessary, TMI will not complete any sales of such assets unless the necessary approvals have been obtained from the Bankruptcy Court and the Cayman Court.

5. As soon as reasonably practicable after February 8, 2013 (and thereafter at such intervals as the Cayman Court may direct) the Cayman Liquidators shall submit a report to the Cayman Court. A copy of such reports shall be served on United States Trustee for the District of Delaware, the members of TMFE's Creditors' Committees, and their Cayman Islands and United States counsel, as well as the members of the Equity Committee and their counsel. Such reports shall provide financial information for TMFE and shall report on the Cayman Liquidators' conduct of the liquidation of TMFE and the state of its affairs.



6. TMFE, TMI and the Cayman Liquidators shall use their reasonable best efforts to ensure that a representative of TMI (including the CRO) and of the Cayman Liquidators shall be available for weekly conference calls with TMFE's Creditors' Committees, or at such longer period as TMI, the Cayman Liquidators, the CRO, and TMFE's Creditors' Committees may mutually agree from time to time. At such weekly conference calls, the representatives will provide such information as TMFE's Creditors' Committees and Equity Committee may reasonably require relating to the conduct of the liquidation of TMFE and the state of its affairs.

7. Nothing contained in paragraphs 5 or 6 shall alter or modify the obligations of TMI and TMFE to file monthly operating reports as required by the Office of the United States Trustee in the Bankruptcy Proceedings.

Powers of the Cayman Liquidators

8. The Cayman Liquidators shall have the power to act jointly and severally and shall be authorized to exercise the following powers without further order from the Bankruptcy Court or the Cayman Court:

a. The power to take possession of, collect and get in the property of TMFE and for that purpose to take all such actions and proceedings as they consider necessary save that the Cayman Liquidators shall not transfer funds out of the TMFE bank accounts currently held in the United States except for purposes of making distributions to creditors or for payment of costs, fees and expenses of the official liquidation including the remuneration and disbursements of the Cayman Liquidators that are in the best interests of the TMFE estate.

b. The power to do all acts and execute, in the name and on behalf of TMFE, all deeds, receipts and other documents and for that purpose to use when necessary the seal of TMFE and in this regard, to operate the bank accounts of TMFE.

c. The power to prove, rank and claim in the bankruptcy, insolvency or sequestration of any contributory for any balance against the estate, and to receive dividends in the bankruptcy, insolvency or sequestration in respect of that balance, as a separate debt due from the bankrupt or insolvent and ratably with the other separate creditors;



d. The power to draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of TMFE, with the same effect in respect of TMFE's liability as if the bill or note had been drawn, accepted, made or endorsed by or on behalf of TMFE in the ordinary course of its business (save that the Cayman Liquidators acknowledge that any action set forth in this section d that is outside the ordinary course of TMFE's business shall require that the Cayman Liquidators first obtain an order from the Bankruptcy Court pursuant to section 363 or 364 of the Bankruptcy Code);

e. The power to promote a scheme of arrangement pursuant to section 86 of the Companies Law of the Cayman Islands (the "Companies Law") (save that the parties acknowledge that it is currently intended to implement the Plan (as defined at paragraph 28 below) rather than proceed by way of a scheme of arrangement);

f. The power to distribute the property of TMFE in satisfaction of its liabilities *pari passu* and thereafter to the members according to their rights and interests in the company (save that the parties acknowledge that it is currently intended to distribute the assets of TMFE in accordance with the Plan);

g. The power to convene meetings of creditors and contributories of TMFE;

h. The power to engage PricewaterhouseCoopers LLP and FTI Consulting, Inc. to assist them in the performance of their functions pursuant to Part 1 of Schedule 3 of the Companies Law;

i. The power to continue the Bankruptcy Proceedings in the name of and on behalf of TMFE; and

j. The power to do all other things incidental to the exercise of their powers.

9. Pending the earlier of (a) the effective date of a confirmed plan of reorganization or liquidation granting such powers, or (b) the dismissal of TMFE's bankruptcy case in Delaware, the Cayman Liquidators shall be authorized to exercise the following powers for TMFE subject to the approval of the Cayman Court and, if necessary under the Bankruptcy Code, the Bankruptcy Court:



- a. The power to bring or defend any action or other legal proceeding in the name and on behalf of TMFE (other than the Bankruptcy Proceedings);
- b. The power to carry on the business of TMFE so far as may be necessary for its beneficial winding up;
- c. The power to dispose of any property of TMFE to a person who is or was related to the company;
- d. The power to pay any class of creditors in full (save that it is acknowledged that the Cayman Liquidators intend to make payments to the creditors in accordance with the terms of a confirmed Plan);
- e. The power to make any compromise or arrangement with creditors or persons claiming to be creditors or having or alleging themselves to have any claim (present or future, certain or contingent, ascertained or sounding only in damages) against TMFE or for which the company may be rendered liable including by way of a plan of liquidation in the Bankruptcy Proceedings;
- f. The power to compromise on such terms as may be agreed, all debts and liabilities capable of resulting in debts, and all claims (present or future, certain or contingent, ascertained or sounding only in damages) subsisting, or supposed to subsist between TMFE and a contributory or alleged contributory or other debtor or person apprehending liability to the company;
- g. The power to deal with all questions in any way relating to or affecting the assets or the winding up of TMFE, to take any security for the discharge of any such call, debt, liability or claim and to give a complete discharge in respect of it;
- h. The power to sell any of TMFE's property by public auction or private contract with power to transfer the whole of it to any person or to sell the same in parcels;
- i. The power to raise or borrow money and grant securities therefore over the property of TMFE;



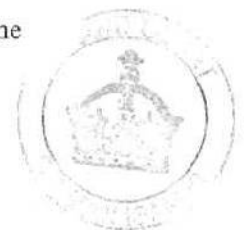
j. The power to engage staff (whether or not as employees of TMFE) to assist the Cayman Liquidators in the performance of their functions; and

k. The power to engage attorneys and other professionally qualified persons (other than PricewaterhouseCoopers LLP and FTI Consulting, Inc.) to assist the Cayman Liquidators in the performance of his functions.

10. To facilitate the orderly winding down of the affairs of TMI and TMFE and the Group, the Cayman Liquidators, Mr. Hinkelman (or other authorized representatives of FTI Consulting, Inc.) and/or the officers and directors (or their authorized representatives) of any of TMI, TMFE, or its subsidiaries where necessary, shall meet in person or by telephone or videoconference or by whatever means is most appropriate on a weekly basis (or such other period as the Cayman Liquidators and Mr. Hinkelman may agree from time to time) to address budgeting, cash expenditures, employee matters, ordinary course transactions and any other matters relating to the winding down of the Group's business and affairs.

11. The Cayman Liquidators shall receive and be given notice of all applications and hearings in the Bankruptcy Court in accordance with the practices of the Bankruptcy Court and have the right to appear and be heard by counsel in all proceedings in the Bankruptcy Court for and on behalf of TMFE. The Cayman Liquidators shall give notice to Mr. Hinkelman, TMFE's Creditors' Committees, the Equity Committee and TMI of all applications and hearings in the Cayman Court and they will not object to Mr. Hinkelman, TMFE's Creditors Committees or TMI attending and seeking to be heard by counsel at any hearings before the Cayman Court. Insofar as they may consider it necessary and appropriate, the Cayman Liquidators and TMFE are at liberty to apply to the Cayman Court and/or the Bankruptcy Court that any specific document (or any part of any such document) on the court file be kept under seal and not be made available to any particular person or class of person.

12. For the avoidance of doubt the Cayman Liquidators shall be required to act in a manner consistent with the terms of all orders issued in the Bankruptcy Proceedings and the



Cayman Proceedings. Nothing in this Stipulation should be construed to require the Cayman Liquidators to act, or to omit to act, in a manner which would be unlawful or improper pursuant to Cayman Islands law, any order of the Cayman Court, any order of the Bankruptcy Court or any other applicable law.

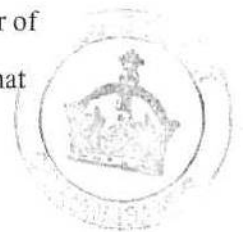
Role of FTI Consulting and Andrew Hinkelman

13. Subject to the supervision of the Cayman Liquidators, FTI Consulting, Inc. and Mr. Hinkelman shall continue to be engaged by TMFE in accordance with the Order of the Bankruptcy Court dated February 24, 2012 and in accordance with the Order of the Cayman Court dated August 8, 2012.

14. Neither FTI Consulting, Inc. nor Mr. Hinkelman, shall have authority to act on behalf of TMFE without the prior authorization of the Cayman Liquidators.

Cash Management

15. TMFE is authorized to: (a) maintain the cash management system in substantially the same form as described in the Motion of the Debtors and Debtors in Possession for Entry of Interim and Final Orders (A) Approving the Continued Use of the Debtors' Cash Management System, (B) Approving Non-Debtor Subsidiaries, (C) Scheduling a Final Hearing on the Motion and (D) Granting Related Relief [Bankruptcy Court Dkt. No. 7] (the "Original Cash Management Motion") and (b) open and close bank accounts. TMFE shall provide notice of: (a) any ordinary course changes to their cash management system and (b) the opening and closing of any bank accounts to (i) the United States Trustee (ii) TMFE's US Creditors' Committee and (iii) the Equity Committee. In addition, TMFE may only make changes to the cash management system for TMFE or open or close any bank accounts for TMFE on the authorization of the Cayman Liquidators, and after providing TMFE's Creditors' Committees and the Equity Committee five business days' notice of any such proposed change. To the extent that the either TMFE's Creditors Committees or the Equity Committee objects to any proposed change to be made to the Cash Management System or the opening or closing of any bank account, either of them may seek a hearing before the Bankruptcy Court regarding such objection; provided that



the party making such objection must request that the hearing be held before expiration of the five business day period. Pending the outcome of any such hearing, the Official Liquidators shall not make the proposed change to the Cash Management System or open or close the bank account in question.

16. TMFE is authorized to continue to use the Bank Accounts (as that term is defined in the Original Cash Management Motion) under existing account numbers without interruption provided however, that TMFE must be authorized to do so by the Cayman Liquidators; and provided further that no checks issued against the Bank Accounts prior to the commencement of these chapter 11 cases shall be honored, except as otherwise authorized by an order of the Bankruptcy Court and directed by TMFE.

17. The banks are authorized to act on instructions from Mr. Hinkelman and/or the Cayman Liquidators which are consistent with this protocol. The banks shall not be liable to any party on account of: (a) following TMFE's or the Cayman Liquidators' instructions or representations as to this Protocol; or (b) the honoring of any prepetition check or item in a good faith belief that the Bankruptcy Court has authorized such prepetition check or item to be honored despite implementation of reasonable item-handling procedures.

18. TMFE may open additional bank accounts or close certain of its current bank accounts, but may only do so with the authorization of the Cayman Liquidators, and the banks are authorized to honor TMFE's or Cayman Liquidators' requests to open or close, as the case may be, any such bank accounts; and provided further, that TMFE gives notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware, TMFE's US Creditors Committee and the Equity Committee; and provided further, that TMFE shall open any such new bank account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

19. The Cayman Liquidators, TMFE and the CRO shall hold weekly meetings regarding any and all payments to be made by TMFE during the upcoming week.



Notwithstanding anything to the contrary herein, the Cayman Liquidators, in consultation with the CRO, shall have the sole and absolute discretion to authorize all expenditures of cash by TMFE, whether for payment to third parties or for intercompany transfers, subject to the pre-existing notice to TMFE's US Creditors' Committee, the Equity Committee and, with respect to any payments for services or goods provided to TMFE prior to January 4, 2012, the limitations of the Bankruptcy Code.

20. Starting February 1, 2012 and continuing on the Wednesday of each week thereafter, TMFE shall provide the TMFE's US Creditors' Committee and the Equity Committee with a detailed weekly budget for projected intercompany transfers from TMFE to be made during the following week and a variance analysis showing actual versus projected intercompany transfers for the prior week.

21. Nothing herein shall permit TMFE to cause their non-debtor subsidiaries to make any transfers outside the ordinary course of business. TMFE shall not permit their nondebtor subsidiaries to make any transfers on account of prepetition obligations owed by TMFE without (i) notice to the TMFE's US Creditors Committee and the Equity Committee, (ii) authorization of the Cayman Liquidators, and (iii) an order of the Bankruptcy Court. TMFE shall not make any transfers to non-debtor subsidiaries for the purpose of winding-up, liquidating, or satisfying employee severance obligations of such subsidiaries without (i) the authorization of the Cayman Liquidators and (ii) providing at least 5 business days' notice to the United States Trustee for the District of Delaware, the TMFE Creditors' Committees and the Equity Committee. Further, the Cayman Liquidators and TMFE agree that if TMFE Creditors' Committees or the Equity Committee objects to any proposed transfer to be made to non-debtor subsidiaries for the purpose of winding-up, liquidating, or satisfying employee severance obligations of such subsidiaries, TMFE and the Cayman Liquidators will not object to TMFE's Creditors Committees or the Equity Committee filing a motion with the Bankruptcy Court seeking a hearing with respect to such payment within such five business day period; provided that the objecting party must request that the hearing be held before expiration of the five business day

period. Pending the outcome of any such hearing, the Cayman Liquidators shall not make the payment that is in dispute.

22. TMFE shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and post-petition transactions.

Creditor Claims Procedure

23. All creditors of TMFE shall have the opportunity to file a request for service with the Clerk of the Bankruptcy Court, or to participate in the case or proceedings in the Cayman Proceedings.

24. TMI, TMFE and the Cayman Liquidators shall adhere to the procedures set out in the Claims Procedure attached hereto at Appendix A in relation to all claims asserted against TMFE, subject to any limitations set forth in this protocol.

25. Claims validly filed by a claimant in accordance with the Claims Procedure shall be treated as having been validly filed in both the Bankruptcy Proceedings and the Cayman Proceedings and the claimants shall not be obliged to make duplicate or dual filings in both sets of proceedings.

26. Subject to any limitations in applicable law, TMI, TMFE and the Cayman Liquidators agree to provide access to one another, TMFE's Creditors' Committees and the Equity Committee to claims and other financial information necessary or useful to the Claims Procedure (the "Shared Information Material"). The parties agree to preserve and protect the confidentiality of Shared Information Material, unless it is jointly agreed that such material can be disclosed for use in the course of the administration of the Bankruptcy Proceedings only or the Cayman Proceedings only. TMI, TMFE, the Cayman Liquidators TMFE's Creditors Committees, the Equity Committee further agree that the sharing or disclosure of Shared Information Material between them and their counsel and the sharing or disclosure of such material by them with their respective agents, as permitted by law, will not diminish the confidentiality of the Shared Information Material and will not constitute a waiver of any



privileges or protections applicable to the Shared Information Material including work product privilege, legal professional privilege, nor a waiver of any right to refuse to share such material in future. Confidential information belonging to third parties may not be disclosed between TMI, TMFE, the Cayman Liquidators, TMFE's Creditors Committees and the Equity Committee without the consent of the third parties or leave of the relevant court being obtained.

Notwithstanding the foregoing, if the Shared Information Material is no longer confidential because it has previously been disclosed in a manner which did not preserve confidentiality, nothing in the Claims Procedure will create any confidentiality rights for third parties and TMI, TMFE and the Cayman Liquidators will have no confidentiality obligations with respect to such Shared Information Material.

27. The obligations of the parties with respect to Shared Information Material already provided (if any) to other parties hereunder shall survive the termination of this Stipulation. Upon termination, any Shared Information Material previously provided to any party to the Stipulation may be retained by it subject to its obligations (if any) under the Stipulation and under applicable law.

28. The Cayman Liquidators, TMFE and TMI agree to seek the appropriate approvals of the Bankruptcy Court to implement a plan of liquidation ("Plan") for TMFE and TMI which sets out a framework for claims adjudication and administration and subsequent distribution of assets in substantially the form filed with the Bankruptcy Court on or around September 12, 2012.

29. In conjunction with obtaining approval of the Plan by the Bankruptcy Court, TMI, TMFE and the Cayman Liquidators shall seek to implement an amended Stipulation pursuant to paragraph 44 hereof ("Amended Stipulation"), to put in place a protocol for the implementation of the Plan which will include provisions dealing with the administration and adjudication of claims asserted against TMFE and the distribution of assets. The Plan shall be conditional upon the Bankruptcy Court and the Cayman Court approving the Amended Stipulation.



30. Section 502(b) of the Bankruptcy Code provides that foreign currency claims must be converted to United States currency for the purpose of adjudication as at the applicable exchange rate at the commencement of the Bankruptcy Proceedings. Section 150(2)(b) of the Cayman Islands Companies Law provides that foreign currency claims must be converted to the currency of the liquidation as at the date of any winding up order. The parties acknowledge that although holders of claims against TMFE may submit foreign currency claims that have been converted to United States currency at the prevailing exchange rate on January 4, 2012, this may or may not be the exchange rate applicable in any future adjudication process. The parties further acknowledge that this matter will need to form part of the Amended Stipulation.

31. The parties acknowledge that Cayman Islands law does not provide a mechanism for the setting of a single bar date by which all creditor claims are to be filed. Accordingly, the Cayman Liquidators will not refuse to accept an otherwise valid proof of claim in relation to TMFE for the purpose of subsequent adjudication solely on the basis that it has been submitted after July 13, 2012.

32. Prior to paying any dividend to creditors of TMFE, the Cayman Liquidators must publish a notice giving notice of their intention to make an interim or final dividend as the case may be. The Cayman Liquidators will fix a date, being a date not less than 30 days (for an interim dividend) or 60 days (for a final dividend) after the publication of such a notice, by which any outstanding claims against TMFE must be submitted. Any claimant of TMFE who lodges his proof of claim after the date specified in the notice will be excluded from any dividend payment made and is not entitled to disturb the dividend on the basis that he has not participated. Such a claimant, to the extent it is determined to have a valid claim, will not be excluded from any subsequent dividend payment by TMFE and, if subsequently admitted as a creditor, is entitled to be paid the amount of the prior dividend out of any/to the extent of any remaining assets available before the payment of any further dividends to the other creditors. Holders of claims against TMFE who have already filed their claims pursuant to the Claims Filing Procedures are not required to file a further proof of claim. Nothing contained herein shall



prevent the Cayman Liquidators from adjudicating claims against TMFE immediately, provided that (i) if the Plan is approved such adjudication by the Cayman Liquidators shall be governed by the provisions of the Plan and (ii) if the Plan is not approved by the Bankruptcy Court on or before December 15, 2012, all parties rights are preserved with respect to the proper jurisdiction for adjudication of claims against TMFE.

33. Notice and requirements for approval and authorization of any transactions regarding disposition, liquidation or distribution of assets shall be in accordance with applicable law.

Legal Fees

34. In respect of legal fees incurred by TMFE in the Cayman Proceedings, in the event that the Cayman Liquidators or TMFE's Cayman Creditors' Committee consider that the amount of fees and expenses charged by counsel is excessive, the Cayman Liquidators may require that such fees and expenses be assessed on the indemnity basis by the taxing officer of the Cayman Court.

35. In respect of legal fees incurred by TMFE and TMI in the Bankruptcy Proceedings, such fees will be subject to the approval of Bankruptcy Court in accordance with the Bankruptcy Code and the procedures ordered by the Bankruptcy Court. TMFE and TMI will file an allocation motion with the Bankruptcy Court to confirm the appropriate allocation of legal fees between TMFE and TMI. TMFE's Creditors' Committees, the Equity Committee and the Cayman Liquidators shall all be afforded an opportunity to object and be heard with respect to any objections regarding allocation of such fees amongst TMI and TMFE.

36. The Cayman Liquidators will need to satisfy the Cayman Court that all disbursements incurred by TMFE, including legal fees incurred by or allocated to TMFE in the Insolvency Proceedings, were properly incurred. In this regard, the parties may request that the Cayman Court and the Bankruptcy Court hold joint hearings where appropriate including a joint hearing in respect of the application for the allocation of legal fees as between TMI and TMFE.



Joint Hearings

37. The Bankruptcy Court, and the Cayman Court, may, to the extent permitted by practice and procedure, and with the prior consent of each court, conduct joint hearings or conferences with respect to any matter related to the conduct, administration, determination or disposition of any aspect of the Cayman Proceedings, or Bankruptcy Proceedings where considered by the two Courts to be necessary or advisable and in particular, without limiting the generality of the foregoing, to facilitate or coordinate the proper and efficient conduct of the Bankruptcy Proceedings and Cayman Proceedings. With respect to any such hearings or conferences, unless otherwise ordered, the following may be considered to be appropriate:

- i. A telephone link may be established such that the two Courts may be able to simultaneously hear the matter in the other Court.
- ii. TMFE, TMI and the Cayman Liquidators shall ensure that appropriate materials (including all briefs, memoranda or skeleton arguments) are filed in advance of such hearing consistent with the procedural and evidential rules and requirements of each participating Court, such that each Court has identical or substantially similar materials before it, to enable each Court to properly consider the issues to be determined at the joint hearing.

38. The Cayman Court and the Bankruptcy Court may, but are not required to, communicate with one another, without advance notice to counsel or counsel being present for any purpose, including, without limitation, to establish guidelines for the orderly making of submissions and rendering of decisions to deal with any other procedural, administrative, or preliminary matters or for the purpose of determining whether consistent rulings can be made by the Cayman Court and/or the Bankruptcy Court and the terms upon which such rulings should be made, and to deal with any other procedural or non-substantive matter in relation to such applications.



Jurisdiction

39. The Cayman Court shall have sole jurisdiction and power over the Cayman Liquidators, as to their tenure in office, the conduct of the Cayman Proceedings under Cayman Islands Law, the appointment, role and powers of the Cayman Liquidators and the hearing and determination of matters arising in the Cayman Proceedings under Cayman Islands law. The Cayman Liquidators shall be compensated for their services in accordance with Cayman principles under Cayman Islands law.

40. The Bankruptcy Court shall have sole jurisdiction and power over the conduct of the Bankruptcy Proceedings, the compensation of the professionals rendering services in the Bankruptcy Proceedings, (save that it is acknowledged that the Cayman Court will need to approve the fees, disbursements and expenses of the Cayman Liquidators) and the hearing and determination of matters arising in the Bankruptcy Proceedings.

41. The Bankruptcy Court and Cayman Court shall retain jurisdiction over the parties for the purpose of enforcing the terms and provisions of this Stipulation or approving any amendments or modifications thereto.

42. The Stipulation is not intended to otherwise circumvent, alter, or otherwise affect the rights, obligations, or laws of any jurisdiction and accordingly, if a party to this Amended Stipulation Order is directed by the Bankruptcy Court or the Cayman Court to act (or not to act) with respect to a particular issue whether on his own application or otherwise, that party's obligation to follow that court's direction should not be impaired or abridged by this Amended Stipulation and Protocol. To the extent any party's obligation to follow that Court's order conflicts with its obligations under this Stipulation, that party shall be relieved from its obligation under this Stipulation, but such party must notify in writing all other parties of the conflict between that court's direction or order and this Stipulation. In all other material respects, the affected party will remain bound by the terms of this Stipulation.



Miscellaneous

43. This Stipulation shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, representatives, heirs, executors, administrators, trustees (including any trustees under chapters 7 or 11 of the Bankruptcy Code), and receivers, receiver managers, or custodians appointed under United States law, Cayman Islands law, as the case may be.

44. This Stipulation may be supplemented from time to time by the parties hereto as circumstances may require with any supplementing stipulations as the Bankruptcy Court and Cayman Court may approve.

45. This Stipulation may not be waived, amended, or modified orally or in any other way or manner (in whole or in part) except by written instrument signed by the party to be bound, and after any approval or authorization of the Bankruptcy Court or Cayman Court as may be necessary and appropriate has been obtained. If any party proposes to waive, amend or modify this Stipulation (in whole or in part) it shall notify the Bankruptcy Court, the United States Trustee for the District of Delaware, the Cayman Court, TMI and TMFE and their counsel of record, the Cayman Liquidators, any representative of TMFE's Creditors' Committees, the Equity Committee and Mr. Hinkelman (the "Notice Parties") of the proposed waiver, amendment or modification.

46. Any party's application for an order which would be, or may be, contrary to the provisions of this Stipulation shall be made on notice to the Notice Parties in accordance with applicable notice procedures under United States and/or Cayman Islands law as appropriate.

47. Each party represents and warrants to the other that its execution, delivery, and performance of this Stipulation are within the power and authority of such party and have been duly authorized by such party, except that, with respect to the Cayman Liquidators and TMI, the approval of the Cayman Court and Bankruptcy Court, respectively, is required.

48. This Stipulation may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same



instrument, and may be signed by facsimile or other electronic means, which shall be deemed to constitute an original signature.

49. The parties hereto are hereby authorized to take such actions and execute such documents as may be necessary and appropriate to implement and effectuate this Stipulation.

50. This Stipulation shall be deemed effective upon its approval of the Bankruptcy Court and the Cayman Court. This Stipulation shall have no binding or enforceable legal effect until approved by the Bankruptcy Court and the Cayman Court.

IN WITNESS WHEREOF the parties hereto have caused this Stipulation to be executed either individually or by their respective attorneys or representatives hereunto authorized.

TRIDENT MICROSYSTEMS, INC.

By: _____

TRIDENT MICROSYSTEMS (FAR EAST), LTD. (IN OFFICIAL LIQUIDATION)

By: _____

By: _____

By: _____

JOINT OFFICIAL LIQUIDATORS

By: _____

By: _____

ANDREW HINKELMAN AS CRO

By: _____



APPENDIX A
TO THE CROSS-BORDER INSOLVENCY PROTOCOL STIPULATION
REGARDING TRIDENT MICROSYSTEMS, INC.
AND TRIDENT MICROSYSTEMS (FAR EAST), LTD. (IN OFFICIAL LIQUIDATION)

CLAIMS PROCEDURE

This Claims Procedure shall be used by TMI, TMFE and the Cayman Liquidators in the processing of claims asserted by creditors against TMI and TMFE (collectively “Debtors”)

All terms used in this Claims Procedure that are defined in the Stipulation shall have the same meaning as in the Stipulation

1. July 13, 2012 (Eastern Daylight Time) shall be the deadline (“General Claim Deadline”) for each person or entity, other than Governmental Units (as such term is defined in section 101(27) of the Bankruptcy Code, to file a Proof of Claim against the appropriate Debtor.

2. July 13, 2012 (Eastern Daylight Time) shall be the deadline (“Government Claim Deadline”) for Governmental Units (as such term is defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against the appropriate Debtor.

3. July 13, 2012 (Eastern Daylight Time) shall be the deadline (“Section 503(b)(9) Claim Deadline,” and together with the General Claim Deadline and the Government Claim Deadline the “Claim Deadlines”) for each person or entity to file a Section 503(b)(9) Claim Request in the form attached hereto as Exhibit A against the appropriate Debtor.

4. Except as otherwise provided herein, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and Governmental Unit) that asserts a claim against either of the Debtors that arose prior to January 4, 2012, including any such claims that may have been preserved in any written agreement with the Debtors or in any pleading filed with this Court, shall do so by filing an original Proof of Claim



so that the Trident Microsystems Claims Processing Center receives such Proof of Claim on or before the General Claim Deadline or Government Claim Deadline, whichever is applicable.

5. The following procedures for filing Proofs of Claims are hereby approved and adopted in these cases:

- (a) Proofs of Claims must substantially conform to Official Bankruptcy Form No. 10 (“Official Form 10”);³
- (b) Proofs of Claims must be received on or before the applicable Claim Deadlines by Kurtzman Carson Consultants LLC (“KCC”), the official claims agent in the Debtors’ chapter 11 cases, at:

Trident Microsystems Claims Processing
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
(the “Trident Microsystems Claims Processing Center”)
- (c) The Debtors and KCC shall **not** be required to accept a Proof of Claim sent by facsimile, telecopy, or electronic mail transmission;
- (d) Proofs of Claims will be deemed timely filed only if **actually received** by the Trident Microsystems Claims Processing Center on or before the applicable Claim Deadlines;
- (e) Proofs of Claims must: (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation or, if voluminous, a summary or explanation as to why documentation is not available and identify where such supporting documentation may be obtained; (iii) be in the English language; and (iv) be denominated in United States currency;
- (f) Proofs of Claims must specify by name the Debtor against which the Proof of Claim is asserted; and if the holder asserts a claim against more than one Debtor, a separate Proof of Claim must be filed against each Debtor; and
- (g) Any entity that filed a Proof of Claim by mail and wishes to receive a clocked-in copy by return mail shall include an additional copy of the Proof of Claim and a self-addressed postage-paid envelope.

6. The following persons or entities are not required to file a Proof of Claim on or

³ Official Form 10 can be found at <http://www.uscourts.gov/bkforms/index.html>, the Official Website for the United States Bankruptcy Court.



before the Claim Deadlines:

- (a) any person or entity that has **already** properly filed a Proof of Claim against a Debtor with the Clerk of the United States Bankruptcy Court for the District of Delaware or KCC in a form substantially similar to Official Form 10;
- (b) any person or entity whose claim is listed on a Debtor's Schedule D, E, or F, and (i) the claim is **not** described as "disputed," "contingent," or "unliquidated," (ii) such person or entity agrees with the amount, nature, and priority of the claim set forth in the Schedules, and (iii) such person or entity agrees that the claim is an obligation of the specific Debtor that listed the claim in its Schedules;⁴
- (c) any person or entity whose claim has been allowed by order of the Court entered on or before the Claim Deadlines;
- (d) any person or entity whose claim has been satisfied in full prior to the Claim Deadlines;
- (e) any holder of a claim allowable under sections 503(b) (other than Section 503(b)(9) Claims) or 507(a) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases;
- (f) any person or entity that holds an interest in any Debtor, which interest is based **exclusively** upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; **provided, however,** that any interest holder who wishes to assert any claim (as opposed to ownership interest) against any of the Debtors that arises out of or relates to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the security or interest, must file its Proof of Claim on or before the Claim Deadlines, unless another exception identified herein applies; and
- (g) any holder of a claim for which the Court has already fixed a specific deadline to file a Proof of Claim.

7. Any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection on or before the later of (i) the General Claim Deadline, or (ii) the date that is

⁴ Should the Debtors amend or supplement their Schedules subsequent to entry of the order establishing the Claim Deadlines, the Debtors will give notice of any amendment or supplement to the holders of the claims affected thereby, and such holders shall be afforded thirty (30) days from the date on which such notice is given to file Proofs of Claims in respect of their claims.



thirty (30) days following service of notice of the effective date of such rejection (unless the order authorizing such rejection provides otherwise).

8. All Section 503(b)(9) Claimants seeking payment of Section 503(b)(9) Claims from the Debtors will be required to submit a Section 503(b)(9) Claim Request in the form attached hereto as **Exhibit A**. Section 503(b)(9) Claim Requests must be set forth with specificity: (i) the amount of the Section 503(b)(9) Claim; (ii) the particular Debtor against which the Section 503(b)(9) Claim is asserted; and (iii) the particular Debtor that received the goods and the value of the goods the Section 503(b)(9) Claimant contends such Debtor received within twenty (20) days before the Petition Date. Further, the Section 503(b)(9) Claim Request should include or attach documentation identifying the particular invoices for which any such Section 503(b)(9) Claim is being asserted and documentation showing the delivery and/or shipment of the goods. Any Section 503(b)(9) Claim Request must include a certification that the goods with respect to which the Section 503(b)(9) Claim is being filed were sold in the ordinary course of business. Finally, Section 503(b)(9) Claim Requests must: be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; be in the English language; and be denominated in United States currency. For any Section 503(b)(9) Claim Request to be validly and properly filed, a signed original of a completed Section 503(b)(9) Claim Request must be delivered to the Trident Microsystems Claims Processing Center, so as to be actually received by the Trident Microsystems Claims Processing Center on or before the Section 503(b)(9) Claim Deadline, with a copy to DLA Piper LLP (US), 203 N. LaSalle Street, Suite 1900, Chicago, Illinois 60601 (Attn: James R. Irving).

9. To the extent that either of the Debtors' bankruptcy estates do not have assets in excess of timely-filed, non-duplicative claims, any holder of a claim against such Debtor who



receives notice of the Claim Deadlines (whether such notice was actually or constructively received pursuant to the procedures set forth in this Order) and is required, but fails, to file a Proof of Claim or Section 503(b)(9) Claim Request in accordance with this Order on or before the Claim Deadlines, may be forever barred, estopped, and enjoined from asserting such claim against such Debtor (or filing a Proof of Claim or Section 503(b)(9) Claim Request with respect thereto), and such Debtor and its property may be, forever discharged from all such indebtedness or liability with respect to such claim, and such holder may not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases or participate in any distribution from the Debtors on account of such claim or receive further notices regarding such claim; provided, however, that a claimant shall be able to vote upon, and receive distributions under, any plan of reorganization or liquidation in this case to the extent, and in such amount, as any undisputed, noncontingent and liquidated claims identified in the Schedules on behalf of such claimant.

10. The Claim Deadline Notice in the form attached hereto as Exhibit B is approved in all respects.

11. Pursuant to Bankruptcy Rule 2002(a)(7), the Debtors shall serve the Claim Deadline Notice, a form Proof of Claim and a form Section 503(b)(9) Claim Request by first-class mail on:

- (a) the US Trustee;
- (b) counsel to the Creditors Committee;
- (c) counsel to the Equity Committee;
- (d) all parties that have requested notice in these chapter 11 cases;
- (e) all persons or entities that have previously filed Proofs of Claims;



- (f) all creditors and other known holders of claims as of the Petition Date, including all persons or entities listed in the Debtors' Schedules, unless otherwise specified;
- (g) all parties to executory contracts and unexpired leases of the Debtors;
- (i) all parties to litigation with the Debtors; and
- (j) all Governmental Units in these cases.

12. In addition to serving the Claim Deadline Notice, the Debtors shall publish the Publication Notice in the form attached hereto as **Exhibit C** once at least twenty-five (25) days before the Claim Deadline in the international edition of the *Wall Street Journal*. The Publication Notice will provide effective notice of the Claim Deadlines to all creditors, including: (a) any creditors to whom no notice was sent and who are unknown or not reasonably ascertainable by the Debtors; (b) known creditors with addresses which are unknown to the Debtors or are no longer accurate and/or updated; and (c) persons or entities with potential claims against the Debtors

13. If the Debtors amend or supplement their Schedules subsequent to the date hereof, and if an amendment to the Schedules reduces the liquidated amount of a scheduled claim, or reclassifies a scheduled, undisputed, liquidated, non-contingent claim as disputed, unliquidated, or contingent and the affected claimant has not filed a Proof of Claim or Section 503(b)(9) Claim Request, the affected claimant may file a Proof of Claim or Section 503(b)(9) Claim Request on the later of (i) the Claim Deadlines or (ii) the first business day following thirty (30) calendar days after the mailing of the notice of such amendment in accordance with Bankruptcy Rule 1009(a), but, in the case of any amendment to the Schedules after the Claim Deadlines where the affected claimant did not file a Proof of Claim or Section 503(b)(9) Claim Request prior to the Claim Deadlines, only to the extent such proof of claim does not exceed the amount scheduled



for such claim before the amendment; provided, however, that creditors are not entitled to an extension of the Claim Deadlines if an amendment to the Schedules increases the scheduled amount of an undisputed, liquidated, non-contingent claim.

14. If the Debtors determine after the mailing date of the Claim Deadline Notice (the “Mailing Date”) that an additional party or parties should receive the Claim Deadline Notice, the date by which a proof of claim must be filed by such party or parties shall be the later of (i) the Claim Deadlines or (ii) the date that is forty-five (45) days from the mailing date of an amended notice to such additional party or parties.

15. Notwithstanding the above, the last day for any entity asserting a claim arising from the recovery of a voidable transfer will be the later of (i) the Claim Deadlines or (ii) the first business day that is at least forty-five (45) calendar days after payment in full satisfaction of the order approving the avoidance and recovery of the transfer.



Exhibit A

(Section 503(b)(9) Claim Request Form)



Section 503(b)(9) Claim Request Form

Mail Claim Requests to: Trident Microsystems Claims Processing c/o Kurtzman Carson Consultants LLC 2335 Alaska Avenue El Segundo, California 90245	In re Trident Microsystems, Inc. Chapter 11 Case No. 12-10069-CSS (Jointly Administered)
Debtor against which claim is asserted: (Circle One) – Trident Microsystems, Inc. Trident Microsystems (Far East) Ltd.	
NOTE: Pursuant to an Order of the Bankruptcy Court in the above-referenced chapter 11 cases (see docket no. _____), a claim for administrative expense under 11 U.S.C. § 503(b)(9) must be served upon and received by Kurtzman Carson Consultants LLC, at the above-referenced address and copies served on DLA Piper LLP (US), 203 N. LaSalle Street, Suite 1900, Chicago, Illinois 60601 (Attn: James R. Irving) by 5:00 p.m. (Eastern Daylight Time) on July 13, 2012, the Section 503(b)(9) Claim Deadline in the above-referenced cases. The form may be submitted in person or by courier service, hand delivery or mail. Facsimile, e-mail, telecopy or electronic submissions will not be accepted. Requests shall be deemed filed when factually received by Kurtzman Carson Consultants LLC.	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Telephone number: _____	<input type="checkbox"/> Check circle if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check circle if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check circle if you have made any demand(s) to reclaim goods sold to the debtor under 11 U.S.C. § 546(c) (attach copies of any such demand(s))
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____	Check here if this claim: <input type="checkbox"/> Replaces <input type="checkbox"/> Amends a previously filed claim, dated: _____
1. BASIS FOR CLAIM Goods sold in the ordinary course of business and received by debtor within 20 days prior to the commencement of the case. Value of Goods: \$ _____	
2. DATE DEBT WAS INCURRED: _____	
3. TOTAL AMOUNT OF SECTION 503(b)(9) CLAIM: \$ _____	
4. BRIEF DESCRIPTION OF CLAIM (Attach Particular Invoices and Shipping Documents For Which Any of the Amounts Described in this Form Apply) and Goods: _____	
5. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim in filing this claim, claimant has deducted all amounts that claimant owes to debtor.	
6. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, bills of lading, packing slips, receiving dock acceptances, itemized statements of running accounts, or contracts. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary and identify from whom the Debtors may obtain a copy of the documents.	
7. DATE-STAMPED COPY: To receive acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.	
8. ORDINARY COURSE CERTIFICATION: By signing this claim form, you are certifying that the good, for which payment is sought hereby, were sold to the debtor in the ordinary course of business as required by 11 U.S.C. § 503(b)(9).	
9. SIGNATURE: _____ DATE: _____	



Exhibit B
(Claim Deadline Notice)

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CJM/675265/24545182v3



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re :
: Chapter 11
: Trident Microsystems, Inc., *et al.*,¹ :
: Case No. 12-10069 (CSS)
: Debtors. : (Jointly Administered)
: :
: :
-----X

**NOTICE OF DEADLINE FOR FILING
PROOFS OF CLAIM AND SECTION 503(b)(9) CLAIM REQUESTS**

PLEASE TAKE NOTICE that on January 4, 2012 (the "Petition Date"), Trident Microsystems, Inc. and Trident Microsystems (Far East) Ltd. (collectively, the "Debtors") filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

PLEASE TAKE FURTHER NOTICE that, on April 27, 2012, the Debtors filed the Motion of the *Debtors and Debtors in Possession Motion for an Order Establishing Deadlines for Filing Proofs of Claim and Section 503(b)(9) Claim Requests and Approving the Form and Manner of Notice Thereof* (the "Motion").²

PLEASE TAKE FURTHER NOTICE that, on June 8, 2012, the United States Bankruptcy Court for the District of Delaware (the "Court") having jurisdiction over the Debtors' chapter 11 cases entered an order (the "Claim Deadline Order") establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the "General Claim Deadline") as the deadline for each person or entity, including, without limitation, individuals, partnerships, corporations, joint ventures and trusts, and Governmental Units (as defined in section 101(27) of the Bankruptcy Code) to file a proof of claim ("Proof of Claim") against any of the Debtors for a claim that arose prior to the Petition Date, establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the "Government Claim Deadline") as the deadline for each Governmental Units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against any of the Debtors that arose prior to the Petition Date, and establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the "Section 503(b)(9) Claim Deadline") as the deadline for each person or entity, including, without limitation, individuals, partnerships, corporations, joint ventures and trusts to

¹ The Debtors are the following two entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Trident Microsystems, Inc. (6584) and Trident Microsystems (Far East) Ltd. The mailing address of each of the Debtors, solely for purposes of notices and communications, is 1170 Kifer Road, Sunnyvale, California 94086.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



file a request for payment for an administrative claim pursuant to Section 503(b)(9) of the Bankruptcy Code (a "Section 503(b)(9) Claim Request") against any of the Debtors that arose prior to the Petition Date

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER TO FILE A PROOF OF CLAIM OR SECTION 503(b)(9) CLAIM REQUEST.

If you have any questions with respect to this notice, you may contact the Debtors' claims agent, Kurtzman Carson Consultants ("KCC") at (866) 967-0267, or by emailing to TridentInfo@kccllc.com.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a Proof of Claim if you have a claim that arose prior to the Petition Date, and it is not a claim described in Section 2 below. Acts or omissions of the Debtors that arose prior to the Petition Date may give rise to claims against the Debtors that must be filed by the Claim Deadlines, notwithstanding that such claims may not have matured or become fixed or liquidated as of the Petition Date. **You must file a claim if you are or were an officer, director, or employee and have a claim for identification, contribution, or reimbursement, even if such claim is contingent and unliquidated.**

Under section 101(5) of the Bankruptcy Code and as used herein, the word "claim" means: (i) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need **NOT** file a Proof of Claim if:

- (a) You have **already** properly filed a Proof of Claim against a Debtor with the Clerk of the United States Bankruptcy Court for the District of Delaware or KCC in a form substantially similar to Official Form 10;
- (b) Your claim is listed on a Debtor's Schedule D, E, or F, and (i) the claim is **not** described as "disputed," "contingent," or "unliquidated," (ii) the claimant agrees with the amount, nature, and priority of the claim set forth in the Schedules, and (iii) the claimant agrees that the claim is an obligation of the specific Debtor which has listed the claim in its Schedules;³

³ Should the Debtors amend or supplement their Schedules subsequent to entry of the order establishing the Claim Deadlines, the Debtors will give notice of any amendment or supplement to the holders of the claims affected thereby, and such holders shall be afforded thirty (30) days from the date on which such notice is given to file Proofs of Claims in respect of their claims.



- (c) Your claim has been allowed by order of the Court entered on or before the Claim Deadlines;
- (d) Your claim has been satisfied in full prior to the Claim Deadlines;
- (e) Your claim is allowable under sections 503(b) or 507(a) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases;
- (f) You hold an interest in either Debtor, which interest is based **exclusively** upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security interest; **provided, however**, that if you wish to assert any claim (as opposed to ownership interest) against any of the Debtors that arises out of or relates to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, you must file its Proof of Claim on or before the Claim Deadlines, unless another exception identified herein applies; and
- (g) The Court has already fixed a specific deadline for a Proof of Claim to be filed with respect to your claim.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST ANY OF THE DEBTORS.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

3. CLAIMS ARISING UNDER EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you are a party to an executory contract or unexpired lease with a Debtor and assert a claim for amounts accrued and unpaid on the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the Claim Deadlines, unless an exception in Section 2 otherwise applies.

If in addition you hold a claim that arises from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection on or before the later of (i) the Claim Deadlines, or (ii) the date that is thirty (30) days following service of notice of the effective date of such rejection (unless the order authorizing such rejection provides otherwise).



4. WHEN AND WHERE TO FILE A PROOF OF CLAIM

For any Proof of Claim to be validly and properly filed, a **signed original** of a completed Proof of Claim, must be delivered to the Trident Microsystems Claims Processing Center, **so as to be actually received on or before the Claim Deadlines** at the following address:

Trident Microsystems Claims Processing
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
(the "Trident Microsystems Claims Processing Center")

Proofs of Claims may be delivered by first class mail, overnight mail services, or by hand delivery, but will be deemed timely filed only if actually received by the Trident Microsystems Claims Processing Center on or before the Claim Deadlines. Proofs of Claims delivered by facsimile, telecopy, or electronic mail transmission will NOT be accepted.

5. HOW TO FILE A PROOF OF CLAIM

Attached hereto is a copy of Official Form 10. Additional copies of Official Form 10 may be obtained at <http://www.uscourts.gov/bkforms> or <http://www.kccllc.net> or by calling KCC at (866) 967-0267.

If you file a Proof of Claim, your filed Proof of Claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation (if voluminous, attach a summary) or explanation as to why documentation is not available; (iii) be in the English language; (iv) be denominated in United States currency; and (v) conform substantially with Official Form 10.

Any holder of a claim against more than one Debtor must file a separate Proof of Claim against each Debtor and all holders of claims must identify on their Proof of Claim the specific Debtor against which such claim is asserted and the case number of that Debtor's bankruptcy case. Trident Microsystems, Inc.'s bankruptcy case is proceeding as chapter 11 case no. 12-10069 and Trident Microsystems (Far East) Ltd.'s bankruptcy case is proceeding as chapter 11 case no. 12-10070.

If you file a Proof of Claim and wish to receive a file-stamped receipt copy by return mail, you must include with your Proof of Claim an additional copy of your Proof of Claim and a self-addressed, postage-paid envelope.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED.



6. WHO MUST FILE A SECTION 503(b)(9) CLAIM REQUEST AND HOW TO FILE A SECTION 503(b)(9) CLAIM REQUEST

All parties who seek to assert a claim an administrative expense claims pursuant to section 503(b)(9) of the Bankruptcy Code⁴ against the Debtor (each a “Section 503(b)(9) Claimant”) must submit a Section 503(b)(9) Claim Request. Attached hereto is a copy of a Section 503(b)(9) Claim Request.

Section 503(b)(9) Claim Requests must set forth with specificity: (i) the amount of the Section 503(b)(9) Claim; (ii) the particular Debtor against which the Section 503(b)(9) Claim is asserted; and (iii) the value of the goods the Section 503(b)(9) Claimant contends the Debtor received within twenty (20) days before the Petition Date. Further, the Section 503(b)(9) Claim request should include or attach documentation identifying the particular invoices for which any such Section 503(b)(9) Claim is being asserted. Any Section 503(b)(9) Claim Request must include a certification that the goods with respect to which the Section 503(b)(9) Claim is being filed were sold in the ordinary course of business. Finally, Section 503(b)(9) Claim Requests must: be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; be in the English language; and be denominated in United States currency.

For any Section 503(b)(9) Claim to be validly and properly filed, a signed original of a completed Section 503(b)(9) Claim Request must be delivered to the Trident Microsystems Claims Processing Center, so as to be actually received by the Trident Microsystems Claims Processing Center on the Section 503(b)(9) Claim Deadline, with a copy to DLA Piper LLP (US), 203 N. LaSalle Street, Suite 1900, Chicago, Illinois 60601 (Attn: James R. Irving).

Any holder of a Section 503(b)(9) Claim against more than one Debtor must file a separate Section 503(b)(9) Claim Request with each Debtor and all holders of claims must identify on their Section 503(b)(9) Claim Request the specific Debtor against which the claim is asserted and the case number of that Debtor’s bankruptcy case. The Debtors’ names and case numbers are set forth above.

If you file a Section 503(b)(9) Claim Request and wish to receive a file-stamped receipt copy by return mail, you must include with your Section 503(b)(9) Claim Request an additional copy of your Section 503(b)(9) Claim Request and a self-addressed, postage-paid envelope.

YOU SHOULD ATTACH TO YOUR COMPLETED SECTION 503(b)(9) CLAIM REQUEST FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED.

⁴ “(b) After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including . . . (9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor’s business.” 11 U.S.C. § 503(b)(9).



7. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM OR SECTION 503(b)(9) CLAIM REQUEST BY THE CLAIM DEADLINES

Except with respect to claims described in Section 2 above, to the extent that either of the Debtors' bankruptcy estates does not have assets in excess of timely-filed, non-duplicative claims any holder of a claim against such Debtor who received notice of the Claim Deadlines (whether such notice was actually or constructively received pursuant to the procedures set forth in the Claim Deadline Order) and is required, but fails, to file a Proof of Claim or Section 503(b)(9) Claim Request in accordance with the Claim Deadline Order on or before the Claim Deadlines may be forever barred, estopped, and enjoined from asserting such claim against such Debtor (or filing a Proof of Claim or Section 503(b)(9) Claim Request with respect thereto), and such Debtor and its property may be forever discharged from all such indebtedness or liability with respect to such claim, and such holder may not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases or participate in any distribution from the Debtors on account of such claim or to receive further notices regarding such claim; provided, however, that a claimant shall be able to vote upon, and receive distributions under, any plan of reorganization or liquidation in this case to the extent, and in such amount, as any undisputed, noncontingent and liquidated claims identified in the Schedules on behalf of such claimant.

8. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed in the Schedules as the holder of a claim against the Debtors.

Interested parties may examine copies of the Schedules free of charge at <http://www.kcclle.net/Trident> or for a fee on the Court's electronic docket <http://ecf.deb.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at <http://pacer.psc.uscourts.gov>), or by requesting a copy by calling KCC at (866) 967-0267.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if your claim is listed in the Debtors' Schedules, and you agree with the nature, amount, priority and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor specified, and if your claim is not described in the Schedules as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Claim Deadlines, in accordance with the procedures set forth in this Notice.

If the Debtors amend or supplement their Schedules subsequent to the date hereof, and if an amendment to the Schedules reduces the liquidated amount of a scheduled claim, or reclassifies a schedule, undisputed, liquidated, non-contingent claim as disputed, unliquidated, or contingent and the affected claimant has not filed a proof of claim, you may file a proof of claim on the later of (i) the applicable Claim Deadlines or (ii) the first business day following thirty



(30) calendar days after the mailing of the notice of such amendment in accordance with Bankruptcy Rule 1009(a), but, in the case of any amendment to the Schedules after the Claim Deadlines where you did not file a proof of claim prior to the Claim Deadlines, only to the extent such proof of claim does not exceed the amount scheduled for such claim before the amendment; provided, however, that creditors are not entitled to an extension of the Claim Deadlines if an amendment to the Schedules increases the scheduled amount of an undisputed, liquidated, non-contingent claim.

9. EFFECT OF SUBSEQUENT NOTICE

If the Debtors determine after the mailing date of this Notice that an additional party or parties should appropriately receive the Claim Deadline Notice, the date by which a proof of claim must be filed by such party or parties shall be the later of (i) the Claim Deadlines or (ii) the date that is thirty (30) calendar days after the mailing of an amended notice to such additional party or parties.

Notwithstanding the above, the last day for any entity asserting a claim arising from the recovery of a voidable transfer will be the later of (i) the Claim Deadlines or (ii) the first business day that is at least thirty (30) calendar days after the mailing of notice of entry of order approving the avoidance of the transfer.



Dated: June __, 2012
Wilmington, Delaware

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
Cynthia Moh (DE 5041)
DLA PIPER LLP (US)
919 North Market Street, Suite 1500
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@dlapiper.com
cynthia.moh@dlapiper.com

-and-

Richard A. Chesley (IL 6240877)
Kimberly D. Newmarch (DE 4340)
Chun I. Jang (DE 4790)
DLA PIPER LLP (US)
203 N. LaSalle Street, Suite 1900
Chicago, Illinois 60601
Telephone: (312) 368-4000
Facsimile: (312) 236-7516
Email: richard.chesley@dlapiper.com
kim.newmarch@dlapiper.com
chun.jang@dlapiper.com

ATTORNEYS FOR DEBTORS AND DEBTORS IN
POSSESSION



Exhibit C
(Publication Notice)

FAST51133823.7
CJM/675265/24545182v3



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

EAST51133823.7
CJM/675265/24545182v3



-----X
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In re : Chapter 11

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Trident Microsystems, Inc., *et al.*,⁵ : Case No. 12-10069 (CSS)

:

Debtors. : (Jointly Administered)

:

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-----X

**NOTICE OF DEADLINE FOR FILING
PROOFS OF CLAIM AND SECTION 503(b)(9) CLAIM REQUESTS**

PLEASE TAKE NOTICE that on January 4, 2012 (the “Petition Date”), Trident Microsystems, Inc. and Trident Microsystems (Far East) Ltd. (collectively, the “Debtors”) filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

PLEASE TAKE FURTHER NOTICE that, on April 27, 2012, the Debtors filed the Motion of the *Debtors and Debtors in Possession Motion for an Order Establishing Deadlines for Filing Proofs of Claim and Section 503(b)(9) Claim Requests and Approving the Form and Manner of Notice Thereof* (the “Motion”).⁶

PLEASE TAKE FURTHER NOTICE that, on June 8, 2012, the United States Bankruptcy Court for the District of Delaware (the “Court”) having jurisdiction over the Debtors’ chapter 11 cases entered an order (the “Claim Deadline Order”) establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the “General Claim Deadline”) as the deadline for each person or entity, including, without limitation, individuals, partnerships, corporations, joint ventures and trusts, and Governmental Units (as defined in section 101(27) of the Bankruptcy Code) to file a proof of claim (“Proof of Claim”) against any of the Debtors for a claim that arose prior to the Petition Date, establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the “Government Claim Deadline”) as the deadline for each Governmental Units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against any of the Debtors that arose prior to the Petition Date, and establishing July 13, 2012 at 5:00 p.m. (Eastern Daylight Time) (the “Section 503(b)(9) Claim Deadline”) as the deadline for each person or entity, including, without limitation, individuals, partnerships, corporations, joint ventures and trusts to file a request for payment for an administrative claim pursuant to Section 503(b)(9) of the Bankruptcy Code (a “Section 503(b)(9) Claim Request”) against any of the Debtors that arose prior to the Petition Date

⁵ The Debtors are the following two entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Trident Microsystems, Inc. (6584) and Trident Microsystems (Far East) Ltd. The mailing address of each of the Debtors, solely for purposes of notices and communications, is 1170 Kifer Road, Sunnyvale, California 94086.

⁶ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER TO FILE A PROOF OF CLAIM OR SECTION 503(b)(9) CLAIM REQUEST.

If you have any questions with respect to this notice, you may contact the Debtors' claims agent, Kurtzman Carson Consultants ("KCC") at (866) 967-0267, or by emailing to TridentInfo@kccllc.com.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a Proof of Claim if you have a claim that arose prior to the Petition Date, and it is not a claim described in Section 2 below. Acts or omissions of the Debtors that arose prior to the Petition Date may give rise to claims against the Debtors that must be filed by the Claim Deadlines, notwithstanding that such claims may not have matured or become fixed or liquidated as of the Petition Date. **You must file a claim if you are or were an officer, director, or employee and have a claim for identification, contribution, or reimbursement, even if such claim is contingent and unliquidated.**

Under section 101(5) of the Bankruptcy Code and as used herein, the word "claim" means: (i) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need **NOT** file a Proof of Claim if:

- (a) You have **already** properly filed a Proof of Claim against a Debtor with the Clerk of the United States Bankruptcy Court for the District of Delaware or KCC in a form substantially similar to Official Form 10;
- (b) Your claim is listed on a Debtor's Schedule D, E, or F, and (i) the claim is **not** described as "disputed," "contingent," or "unliquidated," (ii) the claimant agrees with the amount, nature, and priority of the claim set forth in the Schedules, and (iii) the claimant agrees that the claim is an obligation of the specific Debtor which has listed the claim in its Schedules;⁷
- (c) Your claim has been allowed by order of the Court entered on or before the Claim Deadlines;

⁷ Should the Debtors amend or supplement their Schedules subsequent to entry of the order establishing the Claim Deadlines, the Debtors will give notice of any amendment or supplement to the holders of the claims affected thereby, and such holders shall be afforded thirty (30) days from the date on which such notice is given to file Proofs of Claims in respect of their claims.



- (d) Your claim has been satisfied in full prior to the Claim Deadlines;
- (e) Your claim is allowable under sections 503(b) or 507(a) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases;
- (f) You hold an interest in either Debtor, which interest is based **exclusively** upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security interest; **provided, however**, that if you wish to assert any claim (as opposed to ownership interest) against any of the Debtors that arises out of or relates to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, you must file its Proof of Claim on or before the Claim Deadlines, unless another exception identified herein applies; and
- (g) The Court has already fixed a specific deadline for a Proof of Claim to be filed with respect to your claim.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST ANY OF THE DEBTORS.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

3. CLAIMS ARISING UNDER EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you are a party to an executory contract or unexpired lease with a Debtor and assert a claim for amounts accrued and unpaid on the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the Claim Deadlines, unless an exception in Section 2 otherwise applies.

If in addition you hold a claim that arises from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection on or before the later of (i) the Claim Deadlines, or (ii) the date that is thirty (30) days following service of notice of the effective date of such rejection (unless the order authorizing such rejection provides otherwise).

4. WHEN AND WHERE TO FILE A PROOF OF CLAIM

For any Proof of Claim to be validly and properly filed, a **signed original** of a completed Proof of Claim, must be delivered to the Trident Microsystems Claims Processing Center, **so as to be actually received on or before the Claim Deadlines** at the following address:

Trident Microsystems Claims Processing



c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
(the "Trident Microsystems Claims Processing Center")

Proofs of Claims may be delivered by first class mail, overnight mail services, or by hand delivery, but will be deemed timely filed only if actually received by the Trident Microsystems Claims Processing Center on or before the Claim Deadlines. Proofs of Claims delivered by facsimile, telecopy, or electronic mail transmission will NOT be accepted.

5. HOW TO FILE A PROOF OF CLAIM

A copy of Official Form 10 may be obtained at <http://www.uscourts.gov/bkforms> or <http://www.kccllc.net> or by calling KCC at (866) 967-0267.

If you file a Proof of Claim, your filed Proof of Claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation (if voluminous, attach a summary) or explanation as to why documentation is not available; (iii) be in the English language; (iv) be denominated in united States currency; and (v) confirm substantially with Official Form 10.

Any holder of a claim against more than one Debtor must file a separate Proof of Claim against each Debtor and all holders of claims must identify on their Proof of Claim the specific Debtor against which such claim is asserted and the case number of that Debtor's bankruptcy case. Trident Microsystems, Inc.'s bankruptcy case is proceeding as chapter 11 case no. 12-10069 and Trident Microsystems (Far East) Ltd.'s bankruptcy case is proceeding as chapter 11 case no. 12-10070.

If you file a Proof of Claim and wish to receive a file-stamped receipt copy by return mail, you must include with your Proof of Claim an additional copy of your Proof of Claim and a self-addressed, postage-paid envelope.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED.



6. WHO MUST FILE A SECTION 503(b)(9) CLAIM REQUEST AND HOW TO FILE A SECTION 503(b)(9) CLAIM REQUEST

All parties who seek to assert a claim an administrative expense claims pursuant to section 503(b)(9) of the Bankruptcy Code⁸ against the Debtor (each a “Section 503(b)(9) Claimant”) must submit a Section 503(b)(9) Claim Request. A copy of a Section 503(b)(9) Claim Request may be obtained at <http://www.kccllc.net> or by calling KCC at (866) 967-0267.

Section 503(b)(9) Claim Requests must set forth with specificity: (i) the amount of the Section 503(b)(9) Claim; (ii) the particular Debtor against which the Section 503(b)(9) Claim is asserted; and (iii) the value of the goods the Section 503(b)(9) Claimant contends the Debtor received within twenty (20) days before the Petition Date. Further, the Section 503(b)(9) Claim request should include or attach documentation identifying the particular invoices for which any such Section 503(b)(9) Claim is being asserted. Any Section 503(b)(9) Claim Request must include a certification that the goods with respect to which the Section 503(b)(9) Claim is being filed were sold in the ordinary course of business. Finally, Section 503(b)(9) Claim Requests must: be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; be in the English language; and be denominated in United States currency.

For any Section 503(b)(9) Claim to be validly and properly filed, a signed original of a completed Section 503(b)(9) Claim Request must be delivered to the Trident Microsystems Claims Processing Center, so as to be actually received by the Trident Microsystems Claims Processing Center on the Section 503(b)(9) Claim Deadline, with a copy to DLA Piper LLP (US), 203 N. LaSalle Street, Suite 1900, Chicago, Illinois 60601 (Attn: James R. Irving).

Any holder of a Section 503(b)(9) Claim against more than one Debtor must file a separate Section 503(b)(9) Claim Request with each Debtor and all holders of claims must identify on their Section 503(b)(9) Claim Request the specific Debtor against which the claim is asserted and the case number of that Debtor’s bankruptcy case. The Debtors’ names and case numbers are set forth above.

If you file a Section 503(b)(9) Claim Request and wish to receive a file-stamped receipt copy by return mail, you must include with your Section 503(b)(9) Claim Request an additional copy of your Section 503(b)(9) Claim Request and a self-addressed, postage-paid envelope.

YOU SHOULD ATTACH TO YOUR COMPLETED SECTION 503(b)(9) CLAIM REQUEST FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED.

⁸ “(b) After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including . . . (9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor’s business.” 11 U.S.C. § 503(b)(9).



7. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM OR SECTION 503(b)(9) CLAIM REQUEST BY THE CLAIM DEADLINES

Except with respect to claims described in Section 2 above, to the extent that either of the Debtors' bankruptcy estates does not have assets in excess of timely-filed, non-duplicative claims any holder of a claim against such Debtor who received notice of the Claim Deadlines (whether such notice was actually or constructively received pursuant to the procedures set forth in the Claim Deadline Order) and is required, but fails, to file a Proof of Claim or Section 503(b)(9) Claim Request in accordance with the Claim Deadline Order on or before the Claim Deadlines may be forever barred, estopped, and enjoined from asserting such claim against such Debtor (or filing a Proof of Claim or Section 503(b)(9) Claim Request with respect thereto), and such Debtor and its property may be forever discharged from all such indebtedness or liability with respect to such claim, and such holder may not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases or participate in any distribution from the Debtors on account of such claim or to receive further notices regarding such claim; provided, however, that a claimant shall be able to vote upon, and receive distributions under, any plan of reorganization or liquidation in this case to the extent, and in such amount, as any undisputed, noncontingent and liquidated claims identified in the Schedules on behalf of such claimant.

8. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed in the Schedules as the holder of a claim against the Debtors.

Interested parties may examine copies of the Schedules free of charge at <http://www.kccllc.net/Trident> or for a fee on the Court's electronic docket <http://ecf.deb.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at <http://pacer.psc.uscourts.gov>), or by requesting a copy by calling KCC at (866) 967-0267.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if your claim is listed in the Debtors' Schedules, and you agree with the nature, amount, priority and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor specified, and if your claim is not described in the Schedules as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Claim Deadlines, in accordance with the procedures set forth in this Notice.

If the Debtors amend or supplement their Schedules subsequent to the date hereof, and if an amendment to the Schedules reduces the liquidated amount of a scheduled claim, or reclassifies a schedule, undisputed, liquidated, non-contingent claim as disputed, unliquidated, or contingent and the affected claimant has not filed a proof of claim, you may file a proof of claim on the later of (i) the applicable Claim Deadlines or (ii) the first business day following thirty



(30) calendar days after the mailing of the notice of such amendment in accordance with Bankruptcy Rule 1009(a), but, in the case of any amendment to the Schedules after the Claim Deadlines where you did not file a proof of claim prior to the Claim Deadlines, only to the extent such proof of claim does not exceed the amount scheduled for such claim before the amendment; provided, however, that creditors are not entitled to an extension of the Claim Deadlines if an amendment to the Schedules increases the scheduled amount of an undisputed, liquidated, non-contingent claim.

9. EFFECT OF SUBSEQUENT NOTICE

If the Debtors determine after the mailing date of this Notice that an additional party or parties should appropriately receive the Claim Deadline Notice, the date by which a proof of claim must be filed by such party or parties shall be the later of (i) the Claim Deadlines or (ii) the date that is thirty (30) calendar days after the mailing of an amended notice to such additional party or parties.

Notwithstanding the above, the last day for any entity asserting a claim arising from the recovery of a voidable transfer will be the later of (i) the Claim Deadlines or (ii) the first business day that is at least thirty (30) calendar days after the mailing of notice of entry of order approving the avoidance of the transfer.

