

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

COMMSCOPE HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

3663
(Primary Standard Industrial
Classification Code Number)

27-4332098
(I.R.S. Employer
Identification No.)

1100 CommScope Place, SE
Hickory, NC 28602
(828) 324-2200

(Address, including zip code, and telephone number, including area code, of the registrant's principal executive offices)

Frank B. Wyatt, II
Senior Vice President, General Counsel and Secretary
CommScope Holding Company, Inc.
1100 CommScope Place, SE
Hickory, NC 28602
(828) 324-2200

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Patrick H. Shannon
Jason M. Licht
Latham & Watkins LLP
555 Eleventh Street, NW
Washington, DC 20004
(202) 637-2200

Arthur D. Robinson
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(212) 455-2000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

CommScope Holding Company, Inc. is filing this Amendment No. 2 to the Registration Statement on Form S-1 (File No. 333-190354) to submit Exhibits 5.1, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, 10.29, 10.30, 10.31, 10.32 and 23.1. Accordingly, this amendment consists only of the facing page, this explanatory note, Item 16 of Part II of the Registration Statement, the signature pages to the Registration Statement and the filed exhibits. No changes are being made to the prospectus or Items 13, 14, 15, or 17 of Part II to the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The actual and estimated expenses in connection with this offering, all of which will be borne by us, are as follows:

SEC Registration Fee	\$ 102,300
FINRA Filing Fee	113,000
Printing and Engraving Expense	
Legal Fees	
Accounting Fees	
Blue Sky Fees	
Stock Exchange Listing Fees	
Transfer Agent Fee	
Miscellaneous	
Total	<u>\$</u>

Item 14. Indemnification of Directors and Officers

Reference is made to Section 102(b)(7) of the DGCL, which enables a corporation in its original certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director for violations of the director's fiduciary duty, except (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) pursuant to Section 174 of the DGCL, which provides for liability of directors for unlawful payments of dividends of unlawful stock purchase or redemptions or (4) for any transaction from which a director derived an improper personal benefit.

Reference is also made to Section 145 of the DGCL, which provides that a corporation may indemnify any person, including an officer or director, who is, or is threatened to be made, party to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of such corporation, by reason of the fact that such person was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such officer, director, employee or agent acted in good faith and in a manner he reasonably believed to be in, or not opposed to, our best interest and, for criminal proceedings, had no reasonable cause to believe that his conduct was unlawful. A Delaware corporation may indemnify any officer or director in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses that such officer or director actually and reasonably incurred.

Our amended and restated certificate of incorporation to be filed as an exhibit to this registration statement will provide that our directors will not be personally liable to us or our stockholders for monetary damages resulting from breach of their fiduciary duties. However, nothing contained in such provision will eliminate or limit the liability of directors (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (3) under Section 174 of the DGCL or (4) for any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation and our amended and restated bylaws will provide for indemnification of the officers and directors to the full extent permitted by applicable law.

In addition, we will enter into agreements to indemnify our directors and executive officers containing provisions, which are in some respects broader than the specific indemnification provisions contained in the DGCL. The indemnification agreements may require us, among other things, to indemnify such persons against expenses, including attorneys' fees, judgments, liabilities, fines and settlement amounts incurred by any such person in actions or proceedings, including actions by us or in our right, that may arise by reason of their status or service as our director or executive officer and to advance expenses incurred by them in connection with any such proceedings. The proposed form of such indemnification agreement will be filed as Exhibit 10.22 to this Registration Statement.

The proposed form of Underwriting Agreement, to be filed by amendment to this Registration Statement, will provide for indemnification by the underwriters of the registrant and its officers and directors for certain liabilities arising under the Securities Act, or otherwise.

Item 15. Recent Sales of Unregistered Securities.

The information presented in this Item 15 does not give effect to the -for- stock split, which will occur with the filing of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws immediately prior to this offering. Since June 30, 2010, we have granted to our directors, officers and employees options to purchase an aggregate of 3,274,988 shares of our common stock with per share exercise prices equal to \$16.70, \$17.20 or \$26.70 under our equity incentive plan, which we refer to as the existing equity incentive plan.

Since June 30, 2010, 12 of our directors, officers and former employees have exercised options and purchased an aggregate of 167,305 shares of our common stock, net of exercise price and tax withholding, at per share prices equal to \$7.93, \$9.80, \$11.71, \$16.04, \$16.20, \$26.24, \$26.63, \$29.51, \$29.67 or \$30.42 under our existing equity incentive plan or our predecessor equity incentive plan.

Unless otherwise stated, the sales of the above securities were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(2) of the Securities Act or Regulation D promulgated thereunder, or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. Individuals who purchased stock as described above represented their intention to acquire the stock for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the share certificates issued in such transactions.

Item 16. Exhibits and Financial Statement Schedules.**(A) Exhibits**

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
1.1*	Form of Underwriting Agreement
3.1*	Form of Amended and Restated Certificate of Incorporation of CommScope Holding Company, Inc.
3.2*	Form of Amended and Restated Bylaws of CommScope Holding Company, Inc.
4.1*	Form of Stock Certificate
4.2**	Indenture governing the 8.25% Senior Notes due 2019, among CommScope, Inc. as Issuer, the Guarantors named therein, and Wilmington Trust, National Association, as trustee, dated January 14, 2011
4.3**	Form of 8.25% Senior Note due 2019 (included in Exhibit 4.2)
4.4**	Indenture governing the 6.625% / 7.375% Senior PIK Toggle Notes due 2020, between CommScope Holding Company, Inc. as Issuer and Wilmington Trust, National Association, as trustee, dated May 28, 2013
4.5**	Form of 6.625% / 7.375% Senior PIK Toggle Note due 2020 (included in Exhibit 4.4)
5.1	Form of Opinion of Latham & Watkins LLP
10.1**	Revolving Credit and Guaranty Agreement, dated as of January 14, 2011, by and among CommScope Holding Company, Inc., CommScope, Inc., as Parent Borrower, the U.S. Co-Borrowers and European Co-Borrowers named therein, the Guarantors named therein, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as US Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent
10.2**	Amendment No. 1, dated as of March 9, 2012, among CommScope, Inc., as Parent Borrower, the US Borrowers, European Co-Borrowers and Guarantors named therein, the Lenders party thereto, JPMorgan Chase Bank, N.A., as U.S. Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent
10.3**	Revolving Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.) and the additional Grantors party thereto, in favor of JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent for the Secured Parties referred to therein
10.4**	Patent Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.5**	Trademark Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.6**	Copyright Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.7**	Credit Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.), as Borrower, CommScope Holding Company, Inc., the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
10.8**	Amendment Agreement, dated as of March 7, 2012, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., the subsidiary guarantors party thereto, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent
10.9**	Amendment Agreement, dated as of March 8, 2013, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., the subsidiary guarantors party thereto, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent
10.10**	Term Loan Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.) and the additional Grantors party thereto, in favor of JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent for the Secured Parties referred to therein
10.11**	Patent Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.12**	Trademark Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.13**	Copyright Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.14**	Holdings Guaranty, dated as of January 14, 2011, by CommScope Holding Company, Inc. in favor of the Secured Parties referred to therein
10.15**	Subsidiary Guaranty, dated as of January 14, 2011, from the Subsidiary Guarantors named therein in favor of the Secured Parties referred to therein
10.16**	Intercreditor Agreement, dated as of January 14, 2011, by and among CommScope Inc., CommScope Holding Company, Inc., certain Subsidiaries party thereto as a Guarantor, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the holders of Revolving Credit Obligations, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the holders of Initial Fixed Asset Obligations
10.17*	Form of Amended and Restated Stockholders Agreement
10.18	Amended and Restated Employment Agreement between Frank M. Drendel and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.19	Employment Agreement between Randall W. Crenshaw and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.20	Employment Agreement between Marvin S. Edwards, Jr. and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.21	Form of Amended and Restated Severance Protection Agreement between the Company and certain executive officers
10.22	Form of Indemnification Agreement
10.23	Andrew Corporation Management Incentive Program, dated November 18, 1999, as amended May 12, 2003, May 14, 2004 and January 22, 2008
10.24	Amended and Restated CommScope, Inc. 1997 Long-Term Incentive Plan (as amended and restated effective May 7, 2004)

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
10.25	Amended and Restated CommScope, Inc. 2006 Long Term Incentive Plan (as amended and restated effective February 28, 2007)
10.26	Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan (as amended and restated effective February 19, 2013)
10.27*	CommScope Holding Company, Inc. 2013 Incentive Plan
10.28*	CommScope Holding Company, Inc. 2013 Executive Incentive Plan
10.29	CommScope, Inc. Annual Incentive Plan (as amended effective March 24, 2009)
10.30	Amended and Restated CommScope, Inc. Supplemental Executive Retirement Plan (as amended and restated effective April 9, 2009)
10.31	Forms of Stock Option Award Agreement under the Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan
10.32	First Amendment, dated January 12, 2011, to Amended and Restated CommScope, Inc. Supplemental Executive Retirement Plan
21.1**	List of Subsidiaries
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1)
23.2**	Consent of Ernst & Young LLP
24.1**	Powers of Attorney (included in the signature pages to this registration statement)

* To be filed by amendment.

** Previously filed.

(B) Financial Statement Schedules

Schedule I

Parent Company only Financial Statements required to be filed under this item are set forth in Item 8 of this Registration Statement.

Schedule II—Valuation and Qualifying Accounts

Certain information required in Schedule II, Valuation and Qualifying Accounts, has been omitted because equivalent information has been included in the financial statements included in this Registration Statement.

Other financial statement schedules have been omitted because they either are not required, are immaterial or are not applicable.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers, and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer, or controlling person of us in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, we will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

We hereby undertake that:

- (i) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (ii) for purposes of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
1.1*	Form of Underwriting Agreement
3.1*	Form of Amended and Restated Certificate of Incorporation of CommScope Holding Company, Inc.
3.2*	Form of Amended and Restated Bylaws of CommScope Holding Company, Inc.
4.1*	Form of Stock Certificate
4.2**	Indenture governing the 8.25% Senior Notes due 2019, among CommScope, Inc. as Issuer, the Guarantors named therein, and Wilmington Trust, National Association, as trustee, dated January 14, 2011
4.3**	Form of 8.25% Senior Note due 2019 (included in Exhibit 4.2)
4.4**	Indenture governing the 6.625% / 7.375% Senior PIK Toggle Notes due 2020, between CommScope Holding Company, Inc. as Issuer and Wilmington Trust, National Association, as trustee, dated May 28, 2013
4.5**	Form of 6.625% / 7.375% Senior PIK Toggle Note due 2020 (included in Exhibit 4.4)
5.1	Form of Opinion of Latham & Watkins LLP
10.1**	Revolving Credit and Guaranty Agreement, dated as of January 14, 2011, by and among CommScope Holding Company, Inc., CommScope, Inc., as Parent Borrower, the U.S. Co-Borrowers and European Co-Borrowers named therein, the Guarantors named therein, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as US Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent
10.2**	Amendment No. 1, dated as of March 9, 2012, among CommScope, Inc., as Parent Borrower, the US Borrowers, European Co-Borrowers and Guarantors named therein, the Lenders party thereto, JPMorgan Chase Bank, N.A., as U.S. Administrative Agent, and J.P. Morgan Europe Limited, as European Administrative Agent
10.3**	Revolving Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.) and the additional Grantors party thereto, in favor of JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent for the Secured Parties referred to therein
10.4**	Patent Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.5**	Trademark Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.6**	Copyright Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.7**	Credit Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.), as Borrower, CommScope Holding Company, Inc., the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
10.8**	Amendment Agreement, dated as of March 7, 2012, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., the subsidiary guarantors party thereto, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent
10.9**	Amendment Agreement, dated as of March 8, 2013, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., the subsidiary guarantors party thereto, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent
10.10**	Term Loan Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among CommScope, Inc. (as successor by merger to Cedar I Merger Sub, Inc.) and the additional Grantors party thereto, in favor of JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent for the Secured Parties referred to therein
10.11**	Patent Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.12**	Trademark Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.13**	Copyright Security Agreement, dated as of January 14, 2011, made by Allen Telecom LLC, Andrew LLC and CommScope, Inc. of North Carolina in favor of JPMorgan Chase Bank, N.A., as Collateral Agent
10.14**	Holdings Guaranty, dated as of January 14, 2011, by CommScope Holding Company, Inc. in favor of the Secured Parties referred to therein
10.15**	Subsidiary Guaranty, dated as of January 14, 2011, from the Subsidiary Guarantors named therein in favor of the Secured Parties referred to therein
10.16**	Intercreditor Agreement, dated as of January 14, 2011, by and among CommScope Inc., CommScope Holding Company, Inc., certain Subsidiaries party thereto as a Guarantor, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the holders of Revolving Credit Obligations, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the holders of Initial Fixed Asset Obligations
10.17*	Form of Amended and Restated Stockholders Agreement
10.18	Amended and Restated Employment Agreement between Frank M. Drendel and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.19	Employment Agreement between Randall W. Crenshaw and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.20	Employment Agreement between Marvin S. Edwards, Jr. and CommScope, Inc., dated January 14, 2011, as amended on September 12, 2013
10.21	Form of Amended and Restated Severance Protection Agreement between the Company and certain executive officers
10.22	Form of Indemnification Agreement
10.23	Andrew Corporation Management Incentive Program, dated November 18, 1999, as amended May 12, 2003, May 14, 2004 and January 22, 2008
10.24	Amended and Restated CommScope, Inc. 1997 Long-Term Incentive Plan (as amended and restated effective May 7, 2004)

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
10.25	Amended and Restated CommScope, Inc. 2006 Long Term Incentive Plan (as amended and restated effective February 28, 2007)
10.26	Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan (as amended and restated effective February 19, 2013)
10.27*	CommScope Holding Company, Inc. 2013 Incentive Plan
10.28*	CommScope Holding Company, Inc. 2013 Executive Incentive Plan
10.29	CommScope, Inc. Annual Incentive Plan (as amended effective March 24, 2009)
10.30	Amended and Restated CommScope, Inc. Supplemental Executive Retirement Plan (as amended and restated effective April 9, 2009)
10.31	Forms of Stock Option Award Agreement under the Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan
10.32	First Amendment, dated January 12, 2011, to Amended and Restated CommScope, Inc. Supplemental Executive Retirement Plan
21.1**	List of Subsidiaries
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1)
23.2**	Consent of Ernst & Young LLP
24.1**	Powers of Attorney (included in the signature pages to this registration statement)

* To be filed by amendment.

** Previously filed.

[LETTERHEAD OF LATHAM & WATKINS LLP]

[FORM OF OPINION]

, 2013

CommScope Holding Company, Inc.
1100 CommScope Place, SE
Hickory, North Carolina 28602

Re: *Registration Statement No. 333-190354; shares of Common Stock,
par value \$0.01 per share, of CommScope Holding Company, Inc.*

Ladies and Gentlemen:

We have acted as special counsel to CommScope Holding Company, Inc., a Delaware corporation (the "Company"), in connection with the proposed issuance of up to shares of common stock, \$0.01 par value per share, up to shares of which are being offered by the Company (the "Company Shares") and up to shares of which are being offered by certain stockholders of the Company (the "Selling Stockholder Shares" and together with the Company Shares, the "Shares"). The Shares are included in a registration statement on Form S-1 under the Securities Act of 1933, as amended (the "Act") filed with the Securities and Exchange Commission (the "Commission") on August 2, 2013 (Registration No. 333-190354) (as amended, the "Registration Statement"). The term "Shares" shall include any additional shares of common stock registered by the Company pursuant to Rule 462(b) under the Act in connection with the offering contemplated by the Registration Statement. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware, and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. When the Company Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers, and

have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by the form of underwriting agreement most recently filed as an exhibit to the Registration Statement, the issue and sale of the Company Shares will have been duly authorized by all necessary corporate action of the Company, and the Company Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware.

2. The Selling Stockholder Shares have been duly authorized by all necessary corporate action of the Company and are validly issued, fully paid and nonassessable.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm in the Prospectus under the heading "Validity of Common Stock." We further consent to the incorporation by reference of this letter and consent into any registration statement filed pursuant to Rule 462(b) with respect to the Shares. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of January 14, 2011 (the "Effective Date") by and between Frank M. Drendel (the "Chairman") and CommScope, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, the Chairman is currently employed by the Company pursuant to that certain Employment Agreement dated as of November 28, 1988, as amended (as amended, the "Existing Employment Agreement");

WHEREAS, the Chairman is currently a party to that certain Amended and Restated Severance and Protection Agreement dated December 4, 2008 with the Company (the "Severance Agreement");

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of October 26, 2010 among the Company, Cedar I Holding Company, Inc. ("Parent"), and Cedar I Merger Sub, Inc. ("Merger Sub"), whereby Merger Sub will merge with and into the Company, with the Company being the surviving corporation and becoming a wholly-owned subsidiary of Parent (the "Merger Agreement");

WHEREAS, the Company and the Chairman wish to continue the employment of the Chairman by the Company following the consummation of the transactions contemplated by the Merger Agreement, but on the terms and conditions set forth in this Agreement, which will amend and restate the Existing Employment Agreement in its entirety;

WHEREAS, the Company and the Chairman wish to terminate the Severance Agreement and provide severance and other benefits to the Chairman on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Employment. Subject to the provisions of Section 6, the Company hereby employs the Chairman and the Chairman accepts such employment upon the terms and conditions hereinafter set forth (the "Employment").

2. Term of Employment. Subject to the provisions of Section 6, the term of the Chairman's employment pursuant to this Agreement shall commence on the Effective Date and shall terminate on December 31, 2013 (such period, the "Term"). Notwithstanding the foregoing, the Term shall automatically extend for an additional year on December 31, 2013 and each anniversary thereof unless either party provides written notice, within ninety (90) days of the applicable anniversary date, to the other party indicating such party's desire to terminate the Employment.

3. Duties; Extent of Service. During the Employment, the Chairman shall serve as an employee of the Company with the title and position of Non-Executive Chairman of the Board. In this capacity, the Chairman shall have all the authority and responsibility customarily associated with such position in a company of the size and nature of the Company. The Chairman shall also be available to management as an advisor. During the Employment, the Chairman's place of employment will be at the location of the Company's current headquarters in Hickory, North Carolina and the Chairman shall be

entitled to continue to use his current office and have secretarial assistance. The Chairman hereby accepts such employment, agrees to serve the Company in the capacity indicated, and agrees to use his best efforts in, and to devote his time, attention, skill and energies to, the advancement of the interests of the Company, Parent and their direct and indirect subsidiaries and the performance of his duties and responsibilities hereunder; provided, that the Chairman shall not be required to devote his full working time to the performance of his duties hereunder.

4. Compensation.

(a) During the Employment, the Company shall pay the Chairman a salary at the annual rate of \$500,000 per annum (the "Base Salary"). Such Base Salary may be increased at any time by the Board of Directors. Such Base Salary shall be subject to withholding under applicable law, shall be pro rated for partial years and shall be payable in semi-monthly installments in accordance with the Company's usual practice as in effect from time to time.

(b) During the Employment, the Chairman shall be eligible to receive an annual bonus payment pursuant to the CommScope, Inc. Annual Incentive Plan (as such plan may be amended and modified, the "AIP"). The Chairman's "Target Opportunity" percentage shall be 50% of Base Salary.

5. Benefits.

(a) During the Employment, the Chairman shall be entitled to participate in any and all vacation, medical, pension, profit sharing, dental and life insurance plans and disability income plans, retirement arrangements and other employment benefits of the Company, to the extent generally available to the executive officers of the Company, as may be in effect from time to time in the discretion of the Board. Such participation shall be subject to (i) the terms of the applicable plan documents (including, as applicable, provisions granting discretion to the Board or any administrative or other committee provided for therein or contemplated thereby) and (ii) generally applicable policies of the Company, to the extent the terms of such participation are not covered by the applicable plan documents, or if they are so covered, to the extent such policies are not inconsistent therewith.

(b) The Company shall promptly reimburse the Chairman for all reasonable business expenses incurred by the Chairman during the Employment, in accordance with the Company's practices, as in effect from time to time, subject to Section 17(d).

(c) Compliance with the provisions of this Section 5 shall in no way create or be deemed to create any obligation, express or implied, on the part of the Company, Parent or any of their direct and/or indirect subsidiaries with respect to the continuation of any particular benefit or other plan or arrangement maintained by them or their subsidiaries as of or prior to the date hereof or the creation and maintenance of any particular benefit or other plan or arrangement at any time after the date hereof.

6. Termination and Termination Benefits. Notwithstanding the provisions of Section 2, the Employment shall terminate under the circumstances set forth in this Section 6.

(a) Termination by the Company for Cause. The Employment may be terminated by the Company for Cause (as defined below) without further liability on the part of the Company effective immediately upon written notice to the Chairman. Only the following shall constitute "Cause" for such termination:

(i) the commission of any act by the Chairman constituting financial dishonesty against the Company or its subsidiaries (which act would be chargeable as a crime under applicable law);

(ii) the Chairman's engaging in any other act of dishonesty, fraud, intentional misrepresentation, material misconduct, moral turpitude (not involving a traffic offense), illegality or harassment which would, in the Company's reasonable judgment; (A) materially adversely affect the business or the reputation of the Company or any of its subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business, (B) expose the Company or any of its subsidiaries to material damages, liabilities or penalties or (C) expose the Company or any of its subsidiaries to criminal liabilities or penalties;

(iii) the willful and repeated failure by the Chairman to follow the lawful directives of the Board;

(iv) any material violation of the Company's written policies which would customarily be punishable by termination of employment (as determined by the Board of Directors of Parent in good faith), or willful and deliberate non-performance of duty by the Chairman in connection with the business affairs of the Company or its subsidiaries; or

(v) the Chairman's material breach of this Agreement.

Notwithstanding the foregoing, there shall be no termination for Cause pursuant to Sections 6(a)(ii), (iii), (iv) or (v) without the Chairman first being given, not less ten (10) days written notice by the Board of Directors of Parent, a reasonable opportunity to be heard before the Board of Directors of Parent and a reasonable opportunity to cure the actions or omissions giving rise to "Cause" (to the extent such cure is reasonably possible) within a reasonable time period.

(b) Termination by the Company Without Cause. The Employment may be terminated without Cause by a vote of the Board and upon written notice to the Chairman. It is expressly agreed and understood that if this Agreement is terminated by the Company without Cause as provided in this Section 6(b), it shall not impair or otherwise affect the Chairman's Continuing Obligations (as defined below). Termination of employment upon expiration of the Term following a decision by the Company not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by Company without Cause.

(c) Termination by the Chairman. The Chairman's employment under this Agreement may be terminated by the Chairman by written notice to the Board at least thirty (30) days prior to such termination. Termination of employment upon expiration of the Term following a decision by the Chairman not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by the Chairman.

(d) Certain Termination Benefits. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to the Chairman under this Agreement shall terminate on the date of termination of the Employment. Notwithstanding the foregoing, in the event of a termination of the Employment for any reason and subject to Section 17 below, the Company shall pay to the Chairman a lump sum in cash equal to the sum of (A) his Base Salary through the date of termination to the extent not theretofore paid, (B) any annual bonus earned but unpaid as of the date of termination for any previously completed fiscal year (and any such bonus shall be

treated as earned to extent the Target Opportunity criteria are determined to have been satisfied for such year, without regard to whether such determination has been completed by the date of termination or whether the Chairman is employed on the normal payment date), (C) reimbursement for any unreimbursed business expenses properly incurred by the Chairman in accordance with Company policy prior to the date of termination, and (D) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in clauses (A)—(D) shall be hereinafter referred to as the “Accrued Obligations”), payable on the 60th day following the date of termination. In the event of a termination of the Employment without Cause pursuant to Section 6(b) or in the event of a termination of the Employment with the Company by the Chairman pursuant to Section 6(c), then, subject to Section 17, the Company shall provide to the Chairman the following termination benefits (“Termination Benefits”) in addition to the Accrued Obligations:

(i) an amount equal to the greater of (A) \$5,200,000 less the compensation paid to the Chairman pursuant to Section 4 during the Term and (B) two (2) times the sum of (X) the Chairman’s Base Salary and (Y) the Chairman’s Base Salary multiplied by .50, payable in a single lump sum cash payment within thirty (30) days after the Chairman’s date of termination (such payment shall be subject to withholding under applicable law); and

(ii) during a twenty-four (24) month period following the date of termination (the “Termination Benefits Period”), in periodic installments, in accordance with the Company’s usual payroll practice as in effect from time to time, a cash payment equal to the cost the Company would have incurred had the Chairman continued group medical, dental, vision and/or prescription drug benefit coverage for himself and his eligible dependents under the group health plan(s) sponsored by Company covering the Chairman and his eligible dependents at the time of the Chairman’s termination of employment (the “Health Coverage”) for the Termination Benefits Period; provided, however, that (A) the cost of such Health Coverage shall be determined at the same level of benefits as is generally available to similarly situated employees and is subject to any modifications made to the same coverage provided to similarly situated employees, including but not limited to termination of the group health plans sponsored by Company; (B) the Company shall pay the excess of the COBRA cost of such coverage over the amount that the Chairman would have had to pay for such coverage if he had remained employed during the Termination Benefits Period and paid the active employee rate for such coverage (the “COBRA Cost”); (C) the time during which the Chairman receives the payments pursuant to this Section 6(e)(iii) shall run concurrently with any period for which the Chairman is eligible to elect health coverage under COBRA; and (D) such payment shall not limit any rights the Chairman or his dependents may then have to receive retiree medical or life insurance benefits then offered by the Company to the extent that the Chairman is entitled to such benefits under the terms and conditions of the applicable plans or policies.

The Termination Benefits set forth in Section 6(d) shall continue so long as the Chairman is in compliance with the Chairman’s Continuing Obligations under this Agreement. The Company’s liability for Termination Benefits set forth in Section 6(d) above shall be reduced by the amount of any severance, if any, actually paid to the Chairman pursuant to any severance pay plan of the Company. Notwithstanding the foregoing, nothing in this Section 6(d) shall be construed to affect the Chairman’s right to receive COBRA continuation entirely at the Chairman’s own cost to the extent that the Chairman may continue to be entitled to COBRA continuation after the Chairman’s right to receive payments under Section 6(d)(ii) ceases.

The Company and the Chairman agree that the Termination Benefits paid by the Company to the Chairman under this Section 6(d) shall be in full satisfaction, compromise and release of any claims arising out of any termination of the Chairman's employment without Cause pursuant to Section 6(b) or a termination of the Chairman's employment with the Company by the Chairman pursuant to Section 6(c). The payment of the Termination Benefits shall be contingent upon the Chairman's timely delivery as provided below of a general release of any and all claims (other than those arising or otherwise provided for under this Agreement) in a customary form reasonably satisfactory to the Company (and without any additional obligations upon the Chairman beyond those provided for in, or otherwise inconsistent with, this Agreement (a "Conforming Release")), it being understood that no Termination Benefits shall be provided unless and until the Chairman executes and delivers a Conforming Release, except that (i) the Conforming Release shall not require a waiver of any of the Accrued Obligations and (ii) the Chairman's obligation to deliver such Conforming Release shall be contingent upon the Company's delivery of a Conforming Release to the Chairman not later than ten (10) days following the date of termination of Employment. Provided such a Conforming Release has been timely delivered to the Chairman, it must be executed, and all revocation periods must have expired, within sixty (60) days after the date of termination of Employment, failing which such payment or benefit shall be forfeited. The Company may elect to commence payment of Termination Benefits at any time during such sixty (60)-day period; provided, however, that if such sixty (60)-day period begins in one taxable year and ends in the following taxable year, then the Company shall commence payment of Termination Benefits in the second taxable year. If such payment or benefit is exempt from Section 409A of the Code, the Company may elect to make or commence payment of Termination Benefits at any time during such sixty (60)-day period.

(e) Disability. If the Chairman shall be disabled so as to be unable to perform the essential functions of the Chairman's then existing position or positions under this Agreement with or without reasonable accommodation ("Disability"), the Board may remove the Chairman from any responsibilities and/or reassign the Chairman to another position with the Company for a period of six (6) months or during the period of such Disability. Notwithstanding any determination of the Chairman's Disability, the Chairman shall continue to receive the Chairman's full Base Salary (less any disability pay or sick pay benefits to which the Chairman may be entitled under the Company's policies) and benefits under Section 4 of this Agreement (except to the extent that the Chairman may be ineligible for one or more such benefits under applicable plan terms) for any period of up to six (6) months prior to his termination of employment. The Chairman's employment may be terminated by the Company at any time after six (6) months of Disability. In the event of such termination and subject to Section 17, the Company shall pay the Accrued Obligations and the compensation and benefits provided for in Section 6(d)(i) in a single lump sum cash payment within thirty (30) days after the Chairman's date of termination. If any question shall arise as to whether during any period the Chairman is disabled so as to be unable to perform the essential functions of the Chairman's then existing position or positions with or without reasonable accommodation, the Chairman may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Chairman or the Chairman's guardian has no reasonable objection as to whether the Chairman is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Chairman shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Chairman shall fail to submit such certification, the Company's determination of such issue shall be binding on the Chairman. Nothing in this Section 6(e) shall be construed to waive the Chairman's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(f) Death. The Chairman's employment and all obligations of the Company and the Chairman hereunder shall terminate in the event of the death of the Chairman, other than payment of the compensation and benefits provided for in Section 6(d)(i) (which shall be paid in a single lump sum cash payment within thirty (30) days after the Chairman's death) and any Accrued Obligations.

(g) Continuing Obligations. Notwithstanding termination of this Agreement as provided in this Section 6 or any other termination of the Chairman's employment with the Company, the Chairman's obligations under Sections 7 and 8 hereof (other than as a result of termination pursuant to Section 6(f)) and the Company's obligations under Section 12 and Section 18 hereof (other than as a result of termination pursuant to Section 6(a)) (the "Continuing Obligations") shall survive any termination of the Chairman's employment with the Company at any time and for any reason.

7. Non-Competition and Non-Solicitation. In consideration of the Chairman's employment hereunder and the benefits derived by the Chairman as a result of the transactions contemplated by the Merger Agreement, the Chairman agrees to the following:

(a) The Chairman hereby agrees that during the period commencing on the date hereof and ending on the fifth (5th) anniversary of the date of the termination of the Chairman's employment with the Company for any reason regardless of the circumstances thereof (the "Noncompetition Period"), the Chairman will not, without the express written consent of the Company, directly or indirectly, anywhere in the United States or in any foreign country in which the Company has conducted business, is conducting business or is presently contemplating conducting business, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, executive, agent or consultant, or in any other capacity), any business, organization or Person other than the Company (or any subsidiary or affiliate of the Company), including any such business, organization or Person involving, or which is, a family member of the Chairman, whose business, activities, products or services are competitive with any of the business, activities, products or services conducted or offered or proposed to be conducted or offered by the Company or its subsidiaries during any period in which the Chairman is employed by the Company or any of its subsidiaries. Without implied limitation, the foregoing covenant shall be deemed to prohibit (other than through a general solicitation not targeted at the Company or its subsidiaries) (a) hiring or engaging or attempting to hire or engage for or on behalf of the Chairman or any such competitor any employee of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former employee of the Company, Parent or any of their direct and/or indirect subsidiaries who was employed during the six (6) month period immediately preceding the date of such attempt to hire or engage, (b) encouraging for or on behalf of the Chairman or any such competitor any such employee to terminate his or her relationship or employment with the Company, Parent or any of their direct and/or indirect subsidiaries and affiliates, or (c) recruiting, soliciting or diverting for or on behalf of the Chairman or any such competitor any customer of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former customer of the Company, Parent or any of their direct and/or indirect subsidiaries who was a customer during the six (6) month period immediately preceding the date of such recruitment, solicitation or diversion for the purpose of providing any business, activities, products or services the same as or substantially similar to the business, activities, products or services provided or offered by the Company.

Notwithstanding anything herein to the contrary, the Chairman may make passive investments (i) in any enterprise the shares of which are not publicly traded if such enterprise's business, activities, products or services are not competitive with any of the business, activities, products or services conducted or offered or proposed to be conducted or offered by the Company or its subsidiaries and (ii) in any enterprise the shares of which are publicly traded if such investment constitutes less than five percent (5%) of the equity of such enterprise.

The Chairman agrees that if a court of competent jurisdiction determines that any restriction, or portion thereof, set forth in this Section 7 is overly restrictive and unenforceable, the court may reduce or modify such restrictions to those which it deems reasonable and enforceable under the circumstances, and as so reduced or modified, the parties hereto agree that the restrictions of this Section 7 shall remain in full force and effect. The Chairman further agrees that if a court of competent jurisdiction determines that any provision of this Section 7 is unenforceable, the remaining provisions of this Section 7 and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

The Chairman acknowledges that the restrictions contained in this paragraph in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests and that any violation of this paragraph would result in irreparable injury to the Company, and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the foregoing restrictive covenants. In the event of a breach or a threatened breach by the Chairman of any provision in this paragraph, the Company shall be entitled to a temporary restraining order and injunctive relief restraining the Chairman from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this paragraph shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages, attorneys' fees and costs. The restrictions in this paragraph shall each be construed as independent of any other provisions in this Agreement, and the existence of any claim or cause of action by the Chairman against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

If the Chairman violates any of the restrictions contained in this Section, the restrictive period will be suspended and will not run in favor of the Chairman from the time of the commencement of any violation until the time when the Chairman cures the violation to the Company's reasonable satisfaction.

(b) During and after the Chairman's employment, the Chairman shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while the Chairman was employed by the Company. The Chairman's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Employment, the Chairman also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Chairman was employed by the Company. Subject to Section 17(d), the Company shall reimburse the Chairman for any reasonable fees and reasonable out-of-pocket expenses incurred in connection with the Chairman's performance of obligations pursuant to this Section 7(b) and such cooperation shall be at reasonable times and upon reasonable advance notice.

(c) The Chairman agrees, while he is employed by the Company, to offer or otherwise make known or available to it, as directed by the Board of the Company and without additional compensation or consideration, any business prospects, contracts or other business opportunities that the Chairman may discover, find, develop or otherwise have available to the Chairman in the Company's general industry and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

8. Non-Disclosure and Development. The Chairman represents, warrants and covenants that all patents, patent applications, rights to inventions, copyright registrations and other license, trademark and trade name rights heretofore owned by the Chairman and relating to the business of the Company, Parent or any of their direct and/or indirect subsidiaries have been or will be duly transferred to the Company on or prior to the date of termination of employment with the Company. The Chairman agrees and understands that in the Chairman's position with the Company, Parent or any of their direct and/or indirect subsidiaries and performance of his or her responsibilities, duties and services for the Company, Parent or any of their direct and/or indirect subsidiaries, as the case may be, the Chairman has been exposed to non-public information relating to the confidential affairs of the Company, Parent or any of their direct and/or indirect subsidiaries, including but not limited to technical information, intellectual property, business and marketing plans, strategies, customer information, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company, Parent or any of their direct and/or indirect subsidiaries, and other forms of confidential information, trade secrets and/or confidential information in the nature of trade secrets of the Company, Parent or any of their direct and/or indirect subsidiaries ("Confidential Information"). The provisions of this confidentiality covenant shall not apply to confidential information which is (i) generally known to the industry or to the public other than as a result of the Chairman's breach of this covenant or any breach of other confidentiality obligations by third Persons, (ii) made legally available to the Chairman by a third Party without breach of any confidentiality obligation, or (iii) required by law to be disclosed, provided that the Chairman shall give prompt notice to the Company of any such requirement, shall disclose no more information than is required, and shall cooperate with attempts by the Company to obtain a protective order or similar treatment. The Chairman acknowledges and agrees that at any time hereafter the Chairman will not disclose Confidential Information, either directly or indirectly, to any Person other than the Company, Parent or any of their direct and/or indirect subsidiaries (or their professional advisors who are bound by confidentiality obligations) without the prior written consent of the Company or Parent, as appropriate, except for such disclosure that the Chairman in good faith believes to be necessary or desirable for the performance of his duties hereunder during the Term. This confidentiality covenant has no temporal, geographical or territorial restriction. Except as otherwise expressly agreed to by the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, on or promptly following the date of termination of the Chairman's employment with the Company, the Chairman will supply to the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, all property, keys, mobile phones, computer equipment, software data files, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data or any other tangible product or document (and any copies, in whatever medium, thereof) which has been produced by, received by or otherwise submitted to the Chairman during his or her employment with the Company. Any such data or property (including copies thereof) stored on computer, software data files or other equipment belonging to the Chairman (or to which the Chairman otherwise has lawful access after the date hereof) shall be deleted by the Chairman immediately following the termination of the Chairman's employment with the Company.

9. Parties in Interest; Certain Remedies. It is specifically understood and agreed that this Agreement is intended to confer a benefit, directly or indirectly, on the Company, Parent and any of their direct and/or indirect subsidiaries, and that any breach of the provisions of Sections 7 and 8 of this Agreement by the Chairman will result in irreparable injury to the Company, Parent and their direct and/or indirect subsidiaries, that the remedy at law alone will be an inadequate remedy for such breach and that, in addition to any other remedy it may have, the Company, Parent and any of their direct and/or indirect subsidiaries shall be entitled to enforce the specific performance of Sections 7 and 8 of this Agreement by the Chairman through both temporary and permanent injunctive relief without the necessity of posting a bond or proving actual damages, but without limitation of their right to damages and any and all other remedies available to them, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies.

10. Dispute Resolution.

(a) All disputes, claims, or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified herein.

(b) The parties covenant and agree that the arbitration shall commence within one hundred eighty (180) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party’s witness or expert. The arbitrator’s decision and award shall be made and delivered within six (6) months of the selection of the arbitrator. The arbitrator’s decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages.

(c) The parties covenant and agree that they will participate in the arbitration in good faith and that they will, except as provided below, (i) bear their own attorneys’ fees, costs and expenses in connection with the arbitration, and (ii) share equally in the fees and expenses charged by JAMS. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrators shall be liable for costs and expenses, including attorneys’ fees, incurred by the other party in enforcing the award. This Section 10(c) applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm or to enforce the provisions of Section 9.

(d) Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of JAMS to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof, or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, and further consents to the sole and exclusive jurisdiction of the courts of the State of New York for the purposes of enforcing the arbitration provisions of this Section 10. Each party further irrevocably waives any objection to proceeding before JAMS based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before JAMS has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail (return receipt requested) as follows:

To the Company: CommScope, Inc.
1100 CommScope Place, SE
Hickory, NC 28602
Attention: General Counsel

with a copy to:

Alston & Bird LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280
Attention: C. Mark Kelly

To the Chairman: Frank M. Drendel
P.O. Box 9212
Hickory, NC 28603

or to such other address of which any party may notify the other parties as provided above. Notices shall be effective as of the date of such delivery or mailing.

12. Indemnification. Without limiting the Chairman's rights to indemnification in any other agreement to which he is a party or a third party beneficiary, the Chairman shall be entitled to indemnification from the Company and Parent in connection with his service as an officer and a director of the Parent, the Company and any of its direct and indirect subsidiaries to the extent set forth in the Certificate of Incorporation, as amended, and By-laws, as amended, of the Company and the Parent.

13. Scope of Agreement. The parties acknowledge that the time, scope, geographic area and other provisions of Section 7 and Section 8 have been specifically negotiated by sophisticated parties and agree that all such provisions are reasonable under the circumstances of the transactions contemplated hereby, and are given as an integral and essential part of the transactions contemplated hereby. The Chairman has independently consulted with counsel and has been advised in all respects concerning the reasonableness and propriety of the covenants contained herein, with specific regard to the business to be conducted by Company, Parent or any of their direct and/or indirect subsidiaries, and represents that the Agreement is intended to be, and shall be, fully enforceable and effective in accordance with its terms.

14. Severability. In the event that any covenant contained in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. The existence of any claim or cause of action which the Chairman may have against the Company, Parent or any of their direct and/or indirect subsidiaries shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement.

15. Counterparts Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement. Each party may rely upon the execution of this Agreement by the other party via the facsimile signature as if such facsimile signature were an original signature.

16. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of North Carolina, without consideration of its choice of law provisions, and shall not be amended, modified or discharged in whole or in part except by an agreement in writing signed by both of the parties hereto. The failure of either of the parties to require the performance of a term or obligation or to exercise any right under this Agreement or the waiver of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or exercise of such right or the enforcement at any time of any other right hereunder or be deemed a waiver of any subsequent breach of the provision so breached, or of any other breach hereunder. This Agreement shall inure to the benefit of and be binding upon and assignable to, successors of the Company by way of merger, consolidation or sale and may not be assigned by the Chairman. This Agreement supersedes and terminates all prior understandings and agreements between the parties (or their predecessors) relating to the subject matter hereof, including the Existing Employment Agreement. For the avoidance of doubt, the Severance Agreement is hereby terminated without any liability to any party thereto. For purposes of this Agreement, the term “subsidiary” means any corporation more than 50 percent of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50 percent of whose total equity interest, is directly or indirectly owned by such Person; and an “affiliate” of a Person shall mean, with respect to a Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. The Company and the Chairman hereby acknowledge and agree that the changes to the terms and conditions of the Chairman’s employment pursuant to this Agreement shall not constitute “Good Reason,” as such term is defined in the Severance Agreement.

17. Internal Revenue Code Section 409A.

(a) It is the intent of the parties that this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code). Neither the Company nor its directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by the Chairman as a result of the application of Section 409A of the Code.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that the severance payments under Section 6(d)(i), (ii) and (iii), and any other amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code would otherwise be payable or distributable hereunder, or a different form of payment of such non-exempt deferred compensation would be effected, by reason of the Chairman’s termination of employment, such non-exempt deferred compensation will not be payable or distributable to the Chairman, and/or such different form of payment will not be effected, by reason of such circumstances unless the circumstances giving rise to such termination of employment, as the case may be, meet any description or definition of “separation from service,” as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting of any amount of non-exempt deferred compensation upon a termination of the Chairman’s employment, however defined. If this provision prevents the payment or distribution of any non-exempt deferred compensation, such payment or distribution shall be made on the

date, if any, on which an event occurs that constitutes a Section 409A-compliant “separation from service”. If this provision prevents the application of a different form of payment of any amount or benefit, such payment shall be made in the same form as would have applied absent such designated event or circumstance.

(c) Each payment of Termination Benefits under Section 6(d) of this Agreement shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A of the Code.

(d) If the Chairman is entitled to be paid or reimbursed for any taxable expenses under this Agreement, and such payments or reimbursements are includible in the Chairman’s federal gross taxable income, the amount of such expenses reimbursable in any one calendar year shall not affect the amount reimbursable in any other calendar year, and the reimbursement of an eligible expense must be made no later than December 31 of the year after the year in which the expense was incurred. No right of the Chairman to reimbursement of expenses under this Agreement shall be subject to liquidation or exchange for another benefit. The Chairman’s rights to payment or reimbursement of expenses pursuant to Section 5(b) of this Agreement shall expire at the end of two (2) years after the date of termination of this Agreement.

18. Internal Revenue Code Section 280G Gross-Up.

(a) In the event that it shall be determined that any payment (other than the payment provided for in this Section 18) or distribution of any type to or for the benefit of the Chairman, by the Parent, any affiliate of the Parent, any “Person” (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, a “Person”) who acquires ownership or effective control of the Parent or ownership of a substantial portion of the Parent’s assets (within the meaning of Section 280G of the Code, and the regulations thereunder) or any affiliate of such Person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Total Payments”), is or will be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the “Excise Tax”), then the Chairman shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by the Chairman of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax or Excise Tax, imposed upon the Gross-Up Payment, the Chairman retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) All mathematical determinations, and all determinations as to whether any of the Total Payments are “parachute payments” (within the meaning of Section 280G of the Code), that are required to be made under this Section 18, including determinations as to whether a Gross-Up Payment is required, the amount of such Gross-Up Payment and amounts relevant to the last sentence of this Section 18(b), shall be made by an independent accounting firm selected by the Chairman from among the six (6) largest accounting firms in the United States (the “Accounting Firm”), which shall provide its determination (the “Determination”), together with detailed supporting calculations regarding the amount of any Gross-Up Payment and any other relevant matter, both to the Company and the Chairman by no later than ten (10) days following the date of termination, if applicable, or such earlier time as is requested by the Company or the Chairman (if the Chairman reasonably believes that any of the Total Payments may be subject to the Excise Tax). If the Accounting Firm determines that no Excise Tax is payable by the Chairman, it shall furnish the Chairman and the Company with an opinion reasonably acceptable to the Chairman and the Company that no Excise Tax is payable (including the reasons therefor) and that the Chairman has substantial authority not to report any Excise Tax on his federal income tax return. If a Gross-Up Payment is determined to be payable, it shall be paid to the Chairman within twenty (20) days

after the Determination (and all accompanying calculations and other material supporting the Determination) is delivered to the Company by the Accounting Firm. Any determination by the Accounting Firm shall be binding upon the Company and the Chairman, absent manifest error. As a result of uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments not made by the Company should have been made ("Underpayment"), or that Gross-Up Payments will have been made by the Company which should not have been made ("Overpayments"). In either such event, the Accounting Firm shall determine the amount of the Underpayment or Overpayment that has occurred. In the case of an Underpayment, the amount of such Underpayment (together with any interest and penalties payable by the Chairman as a result of such Underpayment) shall be promptly paid by the Company to or for the benefit of the Chairman. In the case of an Overpayment, the Chairman shall, at the direction and expense of the Company, take such steps as are reasonably necessary (including the filing of returns and claims for refund), follow reasonable instructions from, and procedures established by, the Company, and otherwise reasonably cooperate with the Company to correct such Overpayment, *provided, however*, that (i) the Chairman shall not in any event be obligated to return to the Company an amount greater than the net after-tax portion of the Overpayment that he has retained or has recovered as a refund from the applicable taxing authorities and (ii) this provision shall be interpreted in a manner consistent with the intent of Section 18(a), which is to make the Chairman whole, on an after-tax basis, from the application of the Excise Tax, it being understood that the correction of an Overpayment may result in the Chairman repaying to the Company an amount which is less than the Overpayment. The fees and expenses of the Accounting Firm shall be paid by the Company.

(c) Any Gross-Up Payment shall be paid no later than the last day of the Chairman's taxable year next following the Chairman's taxable year in which the taxes imposed in respect of which the Gross-Up Payment is being made are remitted to the applicable taxing authority.

19. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Chairman's continuing or future participation in any employee benefit plan, program, policy or practice provided by the Company and for which the Chairman may qualify, except as specifically provided herein. Amounts that are vested benefits or which the Chairman is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of termination of Employment shall be payable in accordance with such plan, policy, practice or program except as explicitly modified by this Agreement. For the avoidance of doubt, no provision of this Agreement is meant to modify or limit the Chairman's right to receive his vested supplemental executive retirement plan benefits, if any, and to exercise his vested options, if any, in accordance with the terms of the applicable plan documents, related agreements and operative prior elections.

20. Full Settlement; No Mitigation. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Chairman or others. In no event shall the Chairman be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Chairman under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Chairman obtains other employment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first set forth above.

COMPANY:

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, Secretary and General
Counsel

CHAIRMAN:

/s/ Frank M. Drendel

Frank M. Drendel

**AMENDMENT TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
WITH FRANK M. DRENDEL**

THIS AMENDMENT (this "Amendment"), effective as of September 12, 2013, by and between Frank M. Drendel (the "Chairman") and CommScope, Inc. ("Company"), a Delaware corporation, amends that certain Amended and Restated Employment Agreement, dated as of January 14, 2011, by and between the Chairman and Company (the "Employment Agreement").

In consideration of the mutual covenants contained herein and the continued employment of the Chairman by the Company, the parties agree as follows:

1. The Employment Agreement is hereby amended by adding the following to Section 17 thereof:

"(e) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of the Chairman's separation from service during a period in which he is a Specified Employee (as defined herein), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes): (i) the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following the Chairman's separation from service will be accumulated through and paid or provided on the first day of the seventh month following the Chairman's separation from service (or, if the Chairman dies during such period, within 30 days after his death) (in either case, the "Required Delay Period"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period. For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder."

2. All other provisions of the Employment Agreement shall remain the same.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt II

Its: Senior Vice President

CHAIRMAN

/s/ Frank M. Drendel

Frank M. Drendel

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of January 14, 2011 (the "Effective Date") by and between Randall W. Crenshaw ("Employee") and CommScope, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, Employee is currently employed by the Company;

WHEREAS, Employee is currently a party to that certain Amended and Restated Severance and Protection Agreement dated December 4, 2008 with the Company (the "Severance Agreement");

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of October 26, 2010 among the Company, Cedar I Holding Company, Inc. ("Parent"), and Cedar I Merger Sub, Inc. ("Merger Sub"), whereby Merger Sub will merge with and into the Company, with the Company being the surviving corporation and becoming a wholly-owned subsidiary of Parent (the "Merger Agreement");

WHEREAS, the Company and Employee wish to continue the employment of Employee by the Company following the consummation of the transactions contemplated by the Merger Agreement, but on the terms and conditions set forth in this Agreement;

WHEREAS, the Company and Employee wish to terminate the Severance Agreement and provide severance and other benefits to Employee on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Employment. Subject to the provisions of Section 6, the Company hereby employs Employee and Employee accepts such employment upon the terms and conditions hereinafter set forth (the "Employment").

2. Term of Employment. Subject to the provisions of Section 6, the term of Employee's employment pursuant to this Agreement shall commence on the Effective Date and shall terminate on December 31, 2013 (such period, the "Term"). Notwithstanding the foregoing, the Term shall automatically extend for an additional year on December 31, 2013 and each anniversary thereof unless either party provides written notice, within ninety (90) days of the applicable anniversary date, to the other party indicating such party's desire to terminate the Employment.

3. Duties; Extent of Service.

(a) During the Employment, Employee shall serve as an employee of the Company with the title and position of Chief Operating Officer. In this capacity, Employee shall have all the authority and responsibility customarily associated with such position in a company of the size and nature of the Company. Employee shall report directly to the Chief Executive Officer of the Company or any successor in interest to the Company. Employee hereby accepts such employment, agrees to serve the Company in the capacity indicated, and agrees to use Employee's best efforts in, and devote Employee's full working time, attention, skill and energies to, the advancement of the interests of the Company, Parent and their direct and indirect subsidiaries and the performance of Employee's duties and responsibilities hereunder.

(b) The foregoing, however, shall not be construed as preventing employee from engaging in religious, charitable or other community or non-profit activities that do not impair Employee's ability to fulfill Employee's duties and responsibilities under this Agreement.

4. Compensation.

(a) During the Employment, the Company shall pay Employee a salary at the annual rate of \$600,000 per annum (the "Base Salary"). Such Base Salary may be increased at any time by the Board of Directors of the Company (the "Board"). Such Base Salary shall be subject to withholding under applicable law, shall be pro rated for partial years and shall be payable in semi-monthly installments in accordance with the Company's usual practice as in effect from time to time.

(b) During the Employment, Employee shall be eligible to receive an annual bonus payment pursuant to the CommScope, Inc. Annual Incentive Plan (as such plan may be amended and modified, the "AIP"). The Employee's "Target Opportunity" percentage shall be 85% of Base Salary.

5. Benefits.

(a) During the Employment, Employee shall be entitled to participate in any and all vacation, medical, pension, profit sharing, dental and life insurance plans and disability income plans, retirement arrangements and other employment benefits of the Company, to the extent generally available to the executive officers of the Company, as may be in effect from time to time in the discretion of the Board. Such participation shall be subject to (i) the terms of the applicable plan documents (including, as applicable, provisions granting discretion to the Board or any administrative or other committee provided for therein or contemplated thereby) and (ii) generally applicable policies of the Company, to the extent the terms of such participation are not covered by the applicable plan documents, or if they are so covered, to the extent such policies are not inconsistent therewith.

(b) The Company shall promptly reimburse Employee for all reasonable business expenses incurred by Employee during the Employment, in accordance with the Company's practices, as in effect from time to time, subject to Section 17(d).

(c) Compliance with the provisions of this Section 5 shall in no way create or be deemed to create any obligation, express or implied, on the part of the Company, Parent or any of their direct and/or indirect subsidiaries with respect to the continuation of any particular benefit or other plan or arrangement maintained by them or their subsidiaries as of or prior to the date hereof or the creation and maintenance of any particular benefit or other plan or arrangement at any time after the date hereof.

6. Termination and Termination Benefits. Notwithstanding the provisions of Section 2, the Employment shall terminate under the circumstances set forth in this Section 6.

(a) Termination by the Company for Cause. The Employment may be terminated by the Company for Cause (as defined below) without further liability on the part of the Company effective immediately upon written notice to Employee. Only the following shall constitute "Cause" for such termination:

(i) the commission of any act by Employee constituting financial dishonesty against the Company or its subsidiaries (which act would be chargeable as a crime under applicable law);

(ii) Employee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, material misconduct, moral turpitude (not involving a traffic offense), illegality or harassment which would, in the Company's reasonable judgment; (A) materially adversely affect the business or the reputation of the Company or any of its subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business, (B) expose the Company or any of its subsidiaries to material damages, liabilities or penalties or (C) expose the Company or any of its subsidiaries to criminal liabilities or penalties;

(iii) the willful and repeated failure by Employee to follow the lawful directives of the Board;

(iv) any material violation of the Company's written policies which would customarily be punishable by termination of employment (as determined by the Board of Directors of Parent in good faith), or willful and deliberate non-performance of duty by Employee in connection with the business affairs of the Company or its subsidiaries; or

(v) Employee's material breach of this Agreement.

Notwithstanding the foregoing, there shall be no termination for Cause pursuant to Sections 6(a)(ii), (iii), (iv) or (v) without Employee first being given, not less than ten (10) days written notice by the Board of Directors of Parent, a reasonable opportunity to be heard before the Board of Directors of Parent and a reasonable opportunity to cure the actions or omissions giving rise to "Cause" (to the extent such cure is reasonably possible) within a reasonable time period.

(b) Termination by the Company Without Cause. The Employment may be terminated without Cause by a vote of the Board and upon written notice to Employee. It is expressly agreed and understood that if this Agreement is terminated by the Company without Cause as provided in this Section 6(b), it shall not impair or otherwise affect Employee's Continuing Obligations (as defined below). Termination of employment upon expiration of the Term following a decision by the Company not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by Company without Cause.

(c) Termination by Employee for Good Reason. The Employment may be terminated by Employee for Good Reason (as defined below), provided that (i) Employee first delivers to the Company a written notice of such intended termination setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason, and there shall have passed a reasonable time (not less than 30 days) within which the Company may take action to correct, rescind or otherwise substantially reverse the occurrence supporting termination for Good Reason as identified by Employee and (ii) the event constituting "Good Reason" shall have occurred within the sixty (60) day period immediately preceding the delivery of the notice referred to in clause (i) of this Section 6(c). Only the following shall constitute "Good Reason":

(i) any reduction in the Base Salary or in the "Target Opportunity";

(ii) without Employee's express written consent, the failure to continue the Employee as the Chief Operating Officer of the Company and any successor in interest to the Company;

(iii) any material diminution in Employee's duties or the assignment to Employee of duties that are materially inconsistent with Employee's then current duties or title,

(iv) any other material breach by the Company of any of the provisions described in this Agreement (including the failure to pay any amounts pursuant to Section 4 above when due, but excluding reasonable delays in the payment of such amounts due to unforeseen circumstances); and

(v) the relocation of Employee, without Employee prior written consent, to a location 25 miles or more from Employee's current principal place of employment.

(d) Termination by Employee other than for Good Reason. Employee's employment under this Agreement may be terminated by Employee other than for Good Reason by written notice to the Board at least thirty (30) days prior to such termination. Termination of employment upon expiration of the Term following a decision by Employee not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by Employee other than for Good Reason.

(e) Certain Termination Benefits. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to Employee under this Agreement shall terminate on the date of termination of the Employment. Notwithstanding the foregoing, in the event of a termination of the Employment for any reason and subject to Section 17 below, the Company shall pay to Employee a lump sum in cash equal to the sum of (A) his Base Salary through the date of termination to the extent not theretofore paid, (B) any annual bonus earned but unpaid as of the date of termination for any previously completed fiscal year (and any such bonus shall be treated as earned to extent the Target Opportunity criteria are determined to have been satisfied for such year, without regard to whether such determination has been completed by the date of termination or whether Employee is employed on the normal payment date), (C) reimbursement for any unreimbursed business expenses properly incurred by Employee in accordance with Company policy prior to the date of termination, and (D) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in clauses (A) - (D) shall be hereinafter referred to as the "Accrued Obligations"), payable on the 60th day following the date of termination. In the event of a termination of the Employment without Cause pursuant to Section 6(b) or in the event of a termination of the Employment with the Company for Good Reason pursuant to Section 6(c), then, subject to Section 17, the Company shall provide to Employee the following termination benefits ("Termination Benefits") in addition to the Accrued Obligations:

(i) except as otherwise provided in Section 19, an amount equal to two (2) times the sum of (A) Employee's Base Salary and (B) Employee's Base Salary multiplied by .85, payable in twenty-four (24) equal installments during a twenty-four (24) month period following the date of termination (the "Termination Benefits Period") (such payment shall be subject to withholding under applicable law and shall be made in accordance with the Company's usual payroll practice as in effect from time to time);

(ii) payment of any pro-rated bonus under the AIP with respect to the fiscal year in which such termination occurs (payment shall be subject to withholding under applicable law, shall be made at the time when the Company pays bonuses to its other executive officers with respect to the applicable fiscal year, and shall be based on actual performance for the applicable fiscal year) (the "Current Year Prorata Bonus"); and

(iii) during the Termination Benefits Period, in periodic installments, in accordance with the Company's usual payroll practice as in effect from time to time, a cash payment equal to the cost the Company would have incurred had Employee continued group medical, dental, vision and/or prescription drug benefit coverage for himself and his eligible dependents under the group health plan(s) sponsored by Company covering Employee and his eligible dependents at the time of Employee's termination of employment (the "Health Coverage") for the Termination Benefits Period; provided, however, that (A) the cost of such Health Coverage shall be determined at the same level of benefits as is generally available to similarly situated employees and is subject to any modifications made to the same coverage provided to similarly situated employees, including but not limited to termination of the group health plans sponsored by Company; (B) the Company shall pay the excess of the COBRA cost of such coverage over the amount that Employee would have had to pay for such coverage if he had remained employed during the Termination Benefits Period and paid the active employee rate for such coverage (the "COBRA Cost"); (C) the time during which Employee receives the payments pursuant to this Section 6(e)(iii) shall run concurrently with any period for which Employee is eligible to elect health coverage under COBRA; and (D) such payment shall not limit any rights Employee or his dependents may then have to receive retiree medical or life insurance benefits then offered by the Company to the extent that Employee is entitled to such benefits under the terms and conditions of the applicable plans or policies.

(iv) if, at the end of the Termination Benefits Period, Employee is not employed by another employer (including self-employment), Employee will receive an amount equal to one-twelfth (1/12) of the sum of (A) Employee's Base Salary and (B) Employee's Base Salary multiplied by .85 (such payment, subject to withholding under applicable law, to be made on a monthly basis in accordance with the Company's usual payroll practice as in effect from time to time); provided however, that such payments will immediately cease upon the earlier of (x) Employee's employment (including self-employment) by a subsequent employer and (y) six (6) calendar months following the end of Termination Benefits Period. In addition, the benefits described in Section 6(e)(iii) shall be continued until the earlier of (x) six (6) months after the end of the Termination Benefits Period or (y) such time that Employee obtains any of the coverages or benefits described in Section 6(e)(iii) pursuant to a subsequent employer's benefit plans.

The Termination Benefits set forth in (i) through (iv) above shall continue so long as Employee is in compliance with Employee's Continuing Obligations under this Agreement. The Company's liability for Termination Benefits set forth in (i) through (iv) above shall be reduced by the amount of any severance, if any, actually paid to Employee pursuant to any severance pay plan of the Company. Notwithstanding the foregoing, nothing in this Section 6(e) shall be construed to affect Employee's right to receive COBRA continuation entirely at Employee's own cost to the extent that Employee may continue to be entitled to COBRA continuation after Employee's right to receive payments under Section 6(e)(iii) ceases.

The Company and Employee agree that the Termination Benefits paid by the Company to Employee under this Section 6(e) shall be in full satisfaction, compromise and release of any claims arising out of any termination of Employee's employment without Cause pursuant to Section 6(b), or a termination of

Employee's employment with the Company for Good Reason pursuant to Section 6(c). The payment of the Termination Benefits shall be contingent upon Employee's timely delivery as provided below of a general release of any and all claims (other than those arising or otherwise provided for under this Agreement) in a customary form reasonably satisfactory to the Company (and without any additional obligations upon Employee beyond those provided for in, or otherwise inconsistent with, this Agreement (a "Conforming Release")), it being understood that no Termination Benefits shall be provided unless and until Employee executes and delivers a Conforming Release, except that (i) the Conforming Release shall not require a waiver of any of the Accrued Obligations and (ii) Employee's obligation to deliver such Conforming Release shall be contingent upon the Company's delivery of a Conforming Release to the Employee not later than ten (10) days following the date of termination of Employment. Provided such a Conforming Release has been timely delivered to Employee, it must be executed, and all revocation periods must have expired, within sixty (60) days after the date of termination of Employment, failing which such payment or benefit shall be forfeited. The Company may elect to commence payment of Termination Benefits at any time during such sixty (60)-day period; provided, however, that if such sixty (60)-day period begins in one taxable year and ends in the following taxable year, then the Company shall commence payment of Termination Benefits in the second taxable year. If such payment or benefit is exempt from Section 409A of the Code, the Company may elect to make or commence payment of Termination Benefits at any time during such sixty (60)-day period.

(f) Disability. If Employee shall be disabled so as to be unable to perform the essential functions of Employee's then existing position or positions under this Agreement with or without reasonable accommodation ("Disability"), the Board may remove Employee from any responsibilities and/or reassign Employee to another position with the Company for a period of six (6) months or during the period of such Disability. Such removal and/or reassignment shall not give Employee a right to terminate his employment for Good Reason. Notwithstanding any determination of Employee's Disability, Employee shall continue to receive Employee's full Base Salary (less any disability pay or sick pay benefits to which Employee may be entitled under the Company's policies) and benefits under Section 4 of this Agreement (except to the extent that Employee may be ineligible for one or more such benefits under applicable plan terms) for any period of up to six (6) months prior to his termination of employment. Employee's employment may be terminated by the Company at any time after six (6) months of Disability. In the event of such termination and subject to Section 17, the Company shall have no further obligations except to pay the Accrued Obligations and benefits as contemplated by this Section 6(f) through the date of such termination. If any question shall arise as to whether during any period Employee is disabled so as to be unable to perform the essential functions of Employee's then existing position or positions with or without reasonable accommodation, Employee may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom Employee or Employee's guardian has no reasonable objection as to whether Employee is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. Employee shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and Employee shall fail to submit such certification, the Company's determination of such issue shall be binding on Employee. Nothing in this Section 6(f) shall be construed to waive Employee's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(g) Death. Employee's employment and all obligations of the Company and Employee hereunder shall terminate in the event of the death of Employee, other than payment of the Current Year Prorata Bonus (which shall be paid at the time when the Company pays bonuses to its other executive officers with respect to the applicable fiscal year) and any Accrued Obligations.

(h) Continuing Obligations. Notwithstanding termination of this Agreement as provided in this Section 6 or any other termination of Employee's employment with the Company, Employee's obligations under Sections 7 and 8 hereof (other than as a result of termination pursuant to Section 6(g)) and the Company's obligations under Section 12 and Section 18 hereof (other than as a result of termination pursuant to Section 6(a) or 6(d)) (the "Continuing Obligations") shall survive any termination of Employee's employment with the Company at any time and for any reason.

7. Non-Competition and Non-Solicitation. In consideration of Employee's employment hereunder and the benefits derived by Employee as a result of the transactions contemplated by the Merger Agreement, Employee agrees to the following:

(a) Employee hereby agrees that during the period commencing on the date hereof and ending on the date that is the later of (i) the second (2nd) anniversary of the date of the termination of Employee's employment with the Company for any reason regardless of the circumstances thereof and (ii) in the case of a termination by the Company without Cause or a resignation by Employee for Good Reason, if Employee receives benefits subsequent to the date twenty four (24) month after the termination of employment pursuant to Section 6(e)(iv), the last day that Employee receives benefits pursuant to such Section 6(e)(iv) (the "Noncompetition Period"), Employee will not, without the express written consent of the Company, directly or indirectly, anywhere in the United States or in any foreign country in which the Company has conducted business, is conducting business or is presently contemplating conducting business, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, executive, agent or consultant, or in any other capacity), any business, organization or Person other than the Company (or any subsidiary or affiliate of the Company), including any such business, organization or Person involving, or which is, a family member of Employee, whose business, activities, products or services are competitive with any of the business, activities, products or services conducted or offered or proposed to be conducted or offered by the Company or its subsidiaries during any period in which Employee is employed by the Company or any of its subsidiaries. Without implied limitation, the foregoing covenant shall be deemed to prohibit (other than through a general solicitation not targeted at the Company or its subsidiaries) (a) hiring or engaging or attempting to hire or engage for or on behalf of Employee or any such competitor any employee of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former employee of the Company, Parent or any of their direct and/or indirect subsidiaries who was employed during the six (6) month period immediately preceding the date of such attempt to hire or engage, (b) encouraging for or on behalf of Employee or any such competitor any such employee to terminate his or her relationship or employment with the Company, Parent or any of their direct and/or indirect subsidiaries, or (c) recruiting, soliciting or diverting for or on behalf of Employee or any such competitor any customer of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former customer of the Company, Parent or any of their direct and/or indirect subsidiaries who was a customer during the six (6) month period immediately preceding the date of such recruitment, solicitation or diversion for the purpose of providing any business, activities, products or services the same as or substantially similar to the business, activities, products or services provided or offered by the Company.

Notwithstanding anything herein to the contrary, Employee may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than five percent (5%) of the equity of such enterprise.

Employee agrees that if a court of competent jurisdiction determines that any restriction, or portion thereof, set forth in this Section 7 is overly restrictive and unenforceable, the court may reduce or modify such restrictions to those which it deems reasonable and enforceable under the circumstances, and as so reduced or modified, the parties hereto agree that the restrictions of this Section 7 shall remain

in full force and effect. Employee further agrees that if a court of competent jurisdiction determines that any provision of this Section 7 is unenforceable, the remaining provisions of this Section 7 and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

Employee acknowledges that the restrictions contained in this paragraph in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests and that any violation of this paragraph would result in irreparable injury to the Company, and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the foregoing restrictive covenants. In the event of a breach or a threatened breach by Employee of any provision in this paragraph, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Employee from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this paragraph shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages, attorneys' fees and costs. The restrictions in this paragraph shall each be construed as independent of any other provisions in this Agreement, and the existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

If Employee violates any of the restrictions contained in this Section, the restrictive period will be suspended and will not run in favor of Employee from the time of the commencement of any violation until the time when Employee cures the violation to the Company's reasonable satisfaction.

(b) During and after Employee's employment, Employee shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while Employee was employed by the Company. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Employment, Employee also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while Employee was employed by the Company. Subject to Section 17(d), the Company shall reimburse Employee for any reasonable fees and reasonable out-of-pocket expenses incurred in connection with Employee's performance of obligations pursuant to this Section 7(b) and such cooperation shall be at reasonable times and upon reasonable advance notice.

(c) Employee agrees, while he is employed by the Company, to offer or otherwise make known or available to it, as directed by the Board of the Company and without additional compensation or consideration, any business prospects, contracts or other business opportunities that Employee may discover, find, develop or otherwise have available to Employee in the Company's general industry and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

8. Employee Agreement Regarding Non-Disclosure and Development. Employee represents, warrants and covenants that all patents, patent applications, rights to inventions, copyright registrations and other license, trademark and trade name rights heretofore owned by Employee and relating to the business of the Company, Parent or any of their direct and/or indirect subsidiaries have been or will be duly transferred to the Company on or prior to the date of termination of employment with the Company. Employee agrees and understands that in Employee's position with the Company, Parent or any of their direct and/or indirect subsidiaries and performance of his or her responsibilities, duties and

services for the Company, Parent or any of their direct and/or indirect subsidiaries, as the case may be, Employee has been exposed to non-public information relating to the confidential affairs of the Company, Parent or any of their direct and/or indirect subsidiaries, including but not limited to technical information, intellectual property, business and marketing plans, strategies, customer information, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company, Parent or any of their direct and/or indirect subsidiaries, and other forms of confidential information, trade secrets and/or confidential information in the nature of trade secrets of the Company, Parent or any of their direct and/or indirect subsidiaries (“Confidential Information”). The provisions of this confidentiality covenant shall not apply to confidential information which is (i) generally known to the industry or to the public other than as a result of Employee’s breach of this covenant or any breach of other confidentiality obligations by third Persons, (ii) made legally available to Employee by a third Party without breach of any confidentiality obligation, or (iii) required by law to be disclosed, provided that Employee shall give prompt notice to the Company of any such requirement, shall disclose no more information than is required, and shall cooperate with attempts by the Company to obtain a protective order or similar treatment. Employee acknowledges and agrees that at any time hereafter Employee will not disclose Confidential Information, either directly or indirectly, to any Person other than the Company, Parent or any of their direct and/or indirect subsidiaries (or their professional advisors who are bound by confidentiality obligations) without the prior written consent of the Company or Parent, as appropriate, except for such disclosure that Employee in good faith believes to be necessary or desirable for the performance of his duties hereunder during the Term. This confidentiality covenant has no temporal, geographical or territorial restriction. Except as otherwise expressly agreed to by the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, on or promptly following the date of termination of Employee’s employment with the Company, Employee will supply to the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, all property, keys, mobile phones, computer equipment, software data files, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data or any other tangible product or document (and any copies, in whatever medium, thereof) which has been produced by, received by or otherwise submitted to Employee during his or her employment with the Company. Any such data or property (including copies thereof) stored on computer, software data files or other equipment belonging to Employee (or to which Employee otherwise has lawful access after the date hereof) shall be deleted by Employee immediately following the termination of Employee’s employment with the Company.

9. Parties in Interest; Certain Remedies. It is specifically understood and agreed that this Agreement is intended to confer a benefit, directly or indirectly, on the Company, Parent and any of their direct and/or indirect subsidiaries, and that any breach of the provisions of Sections 7 and 8 of this Agreement by Employee will result in irreparable injury to the Company, Parent and their direct and/or indirect subsidiaries, that the remedy at law alone will be an inadequate remedy for such breach and that, in addition to any other remedy it may have, the Company, Parent and any of their direct and/or indirect subsidiaries shall be entitled to enforce the specific performance of Sections 7 and 8 of this Agreement by Employee through both temporary and permanent injunctive relief without the necessity of posting a bond or proving actual damages, but without limitation of their right to damages and any and all other remedies available to them, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies.

10. Dispute Resolution.

(a) All disputes, claims, or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, that are not resolved by mutual agreement shall be

resolved solely and exclusively by binding arbitration to be conducted before Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified herein.

(b) The parties covenant and agree that the arbitration shall commence within one hundred eighty (180) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six (6) months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages.

(c) The parties covenant and agree that they will participate in the arbitration in good faith and that they will, except as provided below, (i) bear their own attorneys' fees, costs and expenses in connection with the arbitration, and (ii) share equally in the fees and expenses charged by JAMS. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrators shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. This Section 10(c) applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm or to enforce the provisions of Section 9.

(d) Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of JAMS to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof, or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, and further consents to the sole and exclusive jurisdiction of the courts of the State of New York for the purposes of enforcing the arbitration provisions of this Section 10. Each party further irrevocably waives any objection to proceeding before JAMS based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before JAMS has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail (return receipt requested) as follows:

To the Company:

CommScope, Inc.
1100 CommScope Place, SE
Hickory, NC 28602
Attention: General Counsel

To Employee:

Randall W. Crenshaw
1307 Featherwood Drive
Murphy, TX 75094

or to such other address of which any party may notify the other parties as provided above. Notices shall be effective as of the date of such delivery or mailing.

12. Indemnification. Without limiting Employee's rights to indemnification in any other agreement to which he is a party or a third party beneficiary, Employee shall be entitled to indemnification from the Company and Parent in connection with his service as an officer and a director of the Parent, the Company and any of its direct and indirect subsidiaries to the extent set forth in the Certificate of Incorporation, as amended, and By-laws, as amended, of the Company and the Parent.

13. Scope of Agreement. The parties acknowledge that the time, scope, geographic area and other provisions of Section 7 and Section 8 have been specifically negotiated by sophisticated parties and agree that all such provisions are reasonable under the circumstances of the transactions contemplated hereby, and are given as an integral and essential part of the transactions contemplated hereby. Employee has independently consulted with counsel and has been advised in all respects concerning the reasonableness and propriety of the covenants contained herein, with specific regard to the business to be conducted by Company, Parent or any of their direct and/or indirect subsidiaries, and represents that the Agreement is intended to be, and shall be, fully enforceable and effective in accordance with its terms.

14. Severability. In the event that any covenant contained in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. The existence of any claim or cause of action which Employee may have against the Company, Parent or any of their direct and/or indirect subsidiaries shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement.

15. Counterparts Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement. Each party may rely upon the execution of this Agreement by the other party via the facsimile signature as if such facsimile signature were an original signature.

16. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of North Carolina, without consideration of its choice of law provisions, and shall not be amended, modified or discharged in whole or in part except by an agreement in writing signed by both of the parties hereto. The failure of either of the parties to require the performance of a term or obligation or to exercise any right under this Agreement or the waiver of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or exercise of such right or the enforcement at any time of any other right hereunder or be deemed a waiver of any subsequent breach of the provision so breached, or of any other breach hereunder. This Agreement shall inure to the benefit of and be binding upon and assignable to, successors of the Company by way of merger, consolidation or sale and may not be

assigned by Employee. This Agreement supersedes and terminates all prior understandings and agreements between the parties (or their predecessors) relating to the subject matter hereof; provided, however, this agreement shall not alter or limit the obligations of Employee pursuant to any other confidentiality, noncompetition, nonsolicitation or similar agreement applicable to Employee. For the avoidance of doubt, the Severance Agreement is hereby terminated without any liability to any party thereto. For purposes of this Agreement, the term “subsidiary” means any corporation more than 50 percent of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50 percent of whose total equity interest, is directly or indirectly owned by such Person; and an “affiliate” of a Person shall mean, with respect to a Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. The Company and Employee hereby acknowledge and agree that the changes to the terms and conditions of Employee’s employment pursuant to this Agreement shall not constitute “Good Reason,” as such term is defined in Section 6(c) herein or in the Severance Agreement.

17. Internal Revenue Code Section 409A.

(a) It is the intent of the parties that this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code). Neither the Company nor its directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by Employee as a result of the application of Section 409A of the Code.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that the severance payments under Section 6(e)(i), (ii) and (iii), and any other amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code would otherwise be payable or distributable hereunder, or a different form of payment of such non-exempt deferred compensation would be effected, by reason of a Change in Control or Employee’s termination of employment, such non-exempt deferred compensation will not be payable or distributable to Employee, and/or such different form of payment will not be effected, by reason of such circumstances unless the circumstances giving rise to such Change in Control or termination of employment, as the case may be, meet any description or definition of “change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation” or “separation from service,” as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting of any amount of non-exempt deferred compensation upon a Change in Control or termination of Employee’s employment, however defined. If this provision prevents the payment or distribution of any non-exempt deferred compensation, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant “change in control event” or “separation from service,” as the case may be. If this provision prevents the application of a different form of payment of any amount or benefit, such payment shall be made in the same form as would have applied absent such designated event or circumstance.

(c) Each payment of Termination Benefits under Section 6(e) of this Agreement shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A of the Code.

(d) If Employee is entitled to be paid or reimbursed for any taxable expenses under this Agreement, and such payments or reimbursements are includible in Employee’s federal gross taxable

income, the amount of such expenses reimbursable in any one calendar year shall not affect the amount reimbursable in any other calendar year, and the reimbursement of an eligible expense must be made no later than December 31 of the year after the year in which the expense was incurred. No right of Employee to reimbursement of expenses under this Agreement shall be subject to liquidation or exchange for another benefit. Employee's rights to payment or reimbursement of expenses pursuant to Section 5(b) of this Agreement shall expire at the end of two (2) years after the date of termination of this Agreement.

18. Internal Revenue Code Section 280G Gross-Up.

(a) In the event that it shall be determined that any payment (other than the payment provided for in this Section 18) or distribution of any type to or for the benefit of Employee, by the Parent, any affiliate of the Parent, any "Person" (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, a "Person") who acquires ownership or effective control of the Parent or ownership of a substantial portion of the Parent's assets (within the meaning of Section 280G of the Code, and the regulations thereunder) or any affiliate of such Person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), is or will be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then Employee shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Employee of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax or Excise Tax, imposed upon the Gross-Up Payment, Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) All mathematical determinations, and all determinations as to whether any of the Total Payments are "parachute payments" (within the meaning of Section 280G of the Code), that are required to be made under this Section 18, including determinations as to whether a Gross-Up Payment is required, the amount of such Gross-Up Payment and amounts relevant to the last sentence of this Section 18(b), shall be made by an independent accounting firm selected by Employee from among the six (6) largest accounting firms in the United States (the "Accounting Firm"), which shall provide its determination (the "Determination"), together with detailed supporting calculations regarding the amount of any Gross-Up Payment and any other relevant matter, both to the Company and Employee by no later than ten (10) days following the date of termination, if applicable, or such earlier time as is requested by the Company or Employee (if Employee reasonably believes that any of the Total Payments may be subject to the Excise Tax). If the Accounting Firm determines that no Excise Tax is payable by Employee, it shall furnish Employee and the Company with an opinion reasonably acceptable to Employee and the Company that no Excise Tax is payable (including the reasons therefor) and that Employee has substantial authority not to report any Excise Tax on his federal income tax return. If a Gross-Up Payment is determined to be payable, it shall be paid to Employee within twenty (20) days after the Determination (and all accompanying calculations and other material supporting the Determination) is delivered to the Company by the Accounting Firm. Any determination by the Accounting Firm shall be binding upon the Company and Employee, absent manifest error. As a result of uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments not made by the Company should have been made ("Underpayment"), or that Gross-Up Payments will have been made by the Company which should not have been made ("Overpayments"). In either such event, the Accounting Firm shall determine the amount of the Underpayment or Overpayment that has occurred. In the case of an Underpayment, the amount of such Underpayment (together with any interest and penalties payable by Employee as a result of such Underpayment) shall be promptly paid by the Company to or for the benefit of Employee. In the case of an Overpayment, Employee shall, at the direction and expense of the Company, take such steps as are reasonably necessary (including the filing of returns and claims for refund), follow reasonable

instructions from, and procedures established by, the Company, and otherwise reasonably cooperate with the Company to correct such Overpayment, *provided, however*, that (i) Employee shall not in any event be obligated to return to the Company an amount greater than the net after-tax portion of the Overpayment that he has retained or has recovered as a refund from the applicable taxing authorities and (ii) this provision shall be interpreted in a manner consistent with the intent of Section 18(a), which is to make Employee whole, on an after-tax basis, from the application of the Excise Tax, it being understood that the correction of an Overpayment may result in Employee repaying to the Company an amount which is less than the Overpayment. The fees and expenses of the Accounting Firm shall be paid by the Company.

(c) Any Gross-Up Payment shall be paid no later than the last day of Employee's taxable year next following Employee's taxable year in which the taxes imposed in respect of which the Gross-Up Payment is being made are remitted to the applicable taxing authority.

19. Acceleration of Benefits in Connection with a Change of Control.

(a) If, during the Term, the Employee's employment with the Company shall be terminated by the Company without Cause or a resignation by Employee for Good Reason within twenty-four (24) months following a Change in Control (as defined below), the compensation and benefits provided for in Section 6(e)(i), subject to Section 17, shall be paid in a single lump sum cash payment within ten (10) days after Employee's date of termination (or earlier, if required by applicable law) in lieu of the periodic payments contemplated by Section 6(e)(i).

(b) For purposes of this Agreement, "Change in Control" shall mean any of the following:

(i) an acquisition (other than directly from the Parent) of any securities issued by Parent which generally entitle the holder thereof to vote for the election of directors of Parent ("Voting Securities") by any Person, immediately after which such Person has Beneficial Ownership (as defined below) of more than thirty-three percent (33%) of (i) the then-outstanding Shares (as defined below) or (ii) the combined voting power of the Parent's then-outstanding Voting Securities; *provided, however*, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A "Non-Control Acquisition" shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Parent or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Parent (for purposes of this definition, a "Related Entity"), (ii) the Parent or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(ii) the individuals who, as of the Effective Date, are members of the board of the directors of the Parent (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the members of the Board of Directors of the Parent or, following a Post-Effective Date Merger (as hereinafter defined), the board of (i) the corporation resulting from such Post-Effective Date Merger (the "Surviving Corporation"), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a "Parent Corporation") or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; *provided, however*, that, if the election, or nomination for election by the Parent's common shareholders, of any new director was approved by a vote of at least two-thirds of the

Incumbent Board, such new director shall, for purposes of this Agreement, be considered a member of the Incumbent Board; and *provided, further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of the Parent (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(iii) the consummation of:

(1) a merger, consolidation or reorganization (x) with or into the Parent or (y) in which securities of the Parent are issued (a "Post-Effective Date Merger"), unless such Post-Effective Date Merger is a "Non-Control Transaction." A "Non-Control Transaction" shall mean a Post-Effective Date Merger in which:

(A) the shareholders of the Parent immediately before such Post-Effective Date Merger own directly or indirectly immediately following such Post-Effective Date Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Post-Effective Date Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) Company or another corporation that is a party to the agreement of Post-Effective Date Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Post-Effective Date Merger, was maintained by the Parent or any Related Entity, or (4) any Person who, immediately prior to the Post-Effective Date Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(2) a complete liquidation or dissolution of the Parent; or

(3) the sale or other disposition of all or substantially all of the assets of the Parent and its subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Parent's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Parent which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of Shares Beneficially Owned by the Subject Persons; *provided* that if a Change

in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Parent and, after such share acquisition by the Parent, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(c) For purposes of this Agreement, “Beneficially Owned,” “Beneficial Ownership” and “Beneficially Owning” shall have the meanings applicable under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

(d) For purposes of this Agreement, “Shares” shall mean the common stock, par value \$0.01 per share, of the Parent and any other securities into which such shares are changed or for which such shares are exchanged.

20. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit Employee’s continuing or future participation in any employee benefit plan, program, policy or practice provided by the Company and for which Employee may qualify, except as specifically provided herein. Amounts that are vested benefits or which Employee is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of termination of Employment shall be payable in accordance with such plan, policy, practice or program except as explicitly modified by this Agreement. For the avoidance of doubt, no provision of this Agreement is meant to modify or limit Employee’s right to receive his vested supplemental executive retirement plan benefits, if any, and to exercise his vested options, if any, in accordance with the terms of the applicable plan documents, related agreements and operative prior elections.

21. Full Settlement; No Mitigation. The Company’s obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against Employee or others. In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement and, except as set forth in Section 6(e)(iv), such amounts shall not be reduced whether or not Employee obtains other employment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first set forth above.

COMPANY

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, Secretary and General
Counsel

EMPLOYEE:

/s/ Randall W. Crenshaw

Randall W. Crenshaw

**AMENDMENT TO EMPLOYMENT AGREEMENT
WITH RANDALL W. CRENSHAW**

THIS AMENDMENT (this "Amendment"), effective as of September 12, 2013, by and between Randall W. Crenshaw ("Employee") and CommScope, Inc. ("Company"), a Delaware corporation, amends that certain Employment Agreement, dated as of January 14, 2011, by and between Employee and Company (the "Employment Agreement").

In consideration of the mutual covenants contained herein and the continued employment of Employee by the Company, the parties agree as follows:

1. The Employment Agreement is hereby amended by adding the following to Section 17 thereof:

"(e) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of Employee's separation from service during a period in which he is a Specified Employee (as defined herein), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes): (i) the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following Employee's separation from service will be accumulated through and paid or provided on the first day of the seventh month following Employee's separation from service (or, if Employee dies during such period, within 30 days after his death) (in either case, the "Required Delay Period"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period. For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder."

2. All other provisions of the Employment Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt, II

Its: Senior Vice President

EMPLOYEE

/s/ Randall W. Crenshaw

Randall W. Crenshaw

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of January 14, 2011 (the "Effective Date") by and between Marvin S. Edwards, Jr. ("Employee") and CommScope, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, Employee is currently employed by the Company;

WHEREAS, Employee is currently a party to that certain Amended and Restated Severance and Protection Agreement dated December 4, 2008 with the Company (the "Severance Agreement");

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of October 26, 2010 among the Company, Cedar I Holding Company, Inc. ("Parent"), and Cedar I Merger Sub, Inc. ("Merger Sub"), whereby Merger Sub will merge with and into the Company, with the Company being the surviving corporation and becoming a wholly-owned subsidiary of Parent (the "Merger Agreement");

WHEREAS, the Company and Employee wish to continue the employment of Employee by the Company following the consummation of the transactions contemplated by the Merger Agreement, but on the terms and conditions set forth in this Agreement;

WHEREAS, the Company and Employee wish to terminate the Severance Agreement and provide severance and other benefits to Employee on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Employment. Subject to the provisions of Section 6, the Company hereby employs Employee and Employee accepts such employment upon the terms and conditions hereinafter set forth (the "Employment").

2. Term of Employment. Subject to the provisions of Section 6, the term of Employee's employment pursuant to this Agreement shall commence on the Effective Date and shall terminate on December 31, 2013 (such period, the "Term"). Notwithstanding the foregoing, the Term shall automatically extend for an additional year on December 31, 2013 and each anniversary thereof unless either party provides written notice, within ninety (90) days of the applicable anniversary date, to the other party indicating such party's desire to terminate the Employment.

3. Duties; Extent of Service.

(a) During the Employment, Employee shall serve as an employee of the Company with the title and position of President and Chief Executive Officer. In this capacity, Employee shall have all the authority and responsibility customarily associated with such position in a company of the size and nature of the Company. Employee shall be the sole officer of the Company with the title and position of President and Chief Executive Officer and shall report directly to the Board of Directors of the Company or any successor in interest to the Company. Employee hereby accepts such employment, agrees to serve the Company in the capacity indicated, and agrees to use Employee's best efforts in, and devote Employee's full working time, attention, skill and energies to, the advancement of the interests of the Company, Parent and their direct and indirect subsidiaries and the performance of Employee's duties and responsibilities hereunder.

(b) The foregoing, however, shall not be construed as preventing employee from engaging in religious, charitable or other community or non-profit activities, or from serving on the board of directors or advisory board of the companies listed on Schedule A, provided such service does not impair Employee's ability to fulfill Employee's duties and responsibilities under this Agreement.

4. Compensation.

(a) During the Employment, the Company shall pay Employee a salary at the annual rate of \$850,000 per annum (the "Base Salary"). Such Base Salary may be increased at any time by the Board of Directors. Such Base Salary shall be subject to withholding under applicable law, shall be pro rated for partial years and shall be payable in semi-monthly installments in accordance with the Company's usual practice as in effect from time to time.

(b) During the Employment, Employee shall be eligible to receive an annual bonus payment pursuant to the CommScope, Inc. Annual Incentive Plan (as such plan may be amended and modified, the "AIP"). The Employee's "Target Opportunity" percentage shall be 125% of Base Salary.

5. Benefits.

(a) During the Employment, Employee shall be entitled to participate in any and all vacation, medical, pension, profit sharing, dental and life insurance plans and disability income plans, retirement arrangements and other employment benefits of the Company, to the extent generally available to the executive officers of the Company, as may be in effect from time to time in the discretion of the Board. Such participation shall be subject to (i) the terms of the applicable plan documents (including, as applicable, provisions granting discretion to the Board or any administrative or other committee provided for therein or contemplated thereby) and (ii) generally applicable policies of the Company, to the extent the terms of such participation are not covered by the applicable plan documents, or if they are so covered, to the extent such policies are not inconsistent therewith.

(b) The Company shall promptly reimburse Employee for all reasonable business expenses incurred by Employee during the Employment, in accordance with the Company's practices, as in effect from time to time, subject to Section 17(d).

(c) Compliance with the provisions of this Section 5 shall in no way create or be deemed to create any obligation, express or implied, on the part of the Company, Parent or any of their direct and/or indirect subsidiaries with respect to the continuation of any particular benefit or other plan or arrangement maintained by them or their subsidiaries as of or prior to the date hereof or the creation and maintenance of any particular benefit or other plan or arrangement at any time after the date hereof.

6. Termination and Termination Benefits. Notwithstanding the provisions of Section 2, the Employment shall terminate under the circumstances set forth in this Section 6.

(a) Termination by the Company for Cause. The Employment may be terminated by the Company for Cause (as defined below) without further liability on the part of the Company effective immediately upon written notice to Employee. Only the following shall constitute "Cause" for such termination:

(i) the commission of any act by Employee constituting financial dishonesty against the Company or its subsidiaries (which act would be chargeable as a crime under applicable law);

(ii) Employee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, material misconduct, moral turpitude (not involving a traffic offense), illegality or harassment which would, in the Company's reasonable judgment; (A) materially adversely affect the business or the reputation of the Company or any of its subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business, (B) expose the Company or any of its subsidiaries to material damages, liabilities or penalties or (C) expose the Company or any of its subsidiaries to criminal liabilities or penalties;

(iii) the willful and repeated failure by Employee to follow the lawful directives of the Board;

(iv) any material violation of the Company's written policies which would customarily be punishable by termination of employment (as determined by the Board of Directors of Parent in good faith), or willful and deliberate non-performance of duty by Employee in connection with the business affairs of the Company or its subsidiaries; or

(v) Employee's material breach of this Agreement.

Notwithstanding the foregoing, there shall be no termination for Cause pursuant to Sections 6(a)(ii), (iii), (iv) or (v) without Employee first being given, not less than ten (10) days written notice by the Board of Directors of Parent, a reasonable opportunity to be heard before the Board of Directors of Parent and a reasonable opportunity to cure the actions or omissions giving rise to "Cause" (to the extent such cure is reasonably possible) within a reasonable time period.

(b) Termination by the Company Without Cause. The Employment may be terminated without Cause by a vote of the Board and upon written notice to Employee. It is expressly agreed and understood that if this Agreement is terminated by the Company without Cause as provided in this Section 6(b), it shall not impair or otherwise affect Employee's Continuing Obligations (as defined below). Termination of employment upon expiration of the Term following a decision by the Company not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by Company without Cause.

(c) Termination by Employee for Good Reason. The Employment may be terminated by Employee for Good Reason (as defined below), provided that (i) Employee first delivers to the Company a written notice of such intended termination setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason, and there shall have passed a reasonable time (not less than 30 days) within which the Company may take action to correct, rescind or otherwise substantially reverse the occurrence supporting termination for Good Reason as identified by Employee and (ii) the event constituting "Good Reason" shall have occurred within the sixty (60) day period immediately preceding the delivery of the notice referred to in clause (i) of this Section 6(c). Only the following shall constitute "Good Reason":

(i) any reduction in the Base Salary or in the "Target Opportunity";

(ii) without Employee's express written consent, the failure to (A) continue the Employee as the sole President and sole Chief Executive Officer of the Company and

any successor in interest to the Company or (B) cause Employee to be a member of the Company's Board of Directors and of the Parent Board of Directors during the Employment or, during any period when the Company's or Parent's stock is publicly traded, to nominate him for election to the board of directors of the entity whose stock is publicly traded;

(iii) any material diminution in Employee's duties or the assignment to Employee of duties that are materially inconsistent with Employee's then current duties or title;

(iv) any other material breach by the Company of any of the provisions described in this Agreement (including the failure to pay any amounts pursuant to Section 4 above when due, but excluding reasonable delays in the payment of such amounts due to unforeseen circumstances); and

(v) the relocation of Employee, without Employee prior written consent, to a location 25 miles or more from the Company's current headquarters.

(d) Termination by Employee other than for Good Reason. Employee's employment under this Agreement may be terminated by Employee other than for Good Reason by written notice to the Board at least thirty (30) days prior to such termination. Termination of employment upon expiration of the Term following a decision by Employee not to extend the Term of employment pursuant to the second sentence of Section 2 shall constitute a termination by Employee other than for Good Reason.

(e) Certain Termination Benefits. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to Employee under this Agreement shall terminate on the date of termination of the Employment. Notwithstanding the foregoing, in the event of a termination of the Employment for any reason and subject to Section 17 below, the Company shall pay to Employee a lump sum in cash equal to the sum of (A) his Base Salary through the date of termination to the extent not theretofore paid, (B) any annual bonus earned but unpaid as of the date of termination for any previously completed fiscal year (and any such bonus shall be treated as earned to extent the Target Opportunity criteria are determined to have been satisfied for such year, without regard to whether such determination has been completed by the date of termination or whether Employee is employed on the normal payment date), (C) reimbursement for any unreimbursed business expenses properly incurred by Employee in accordance with Company policy prior to the date of termination, and (D) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in clauses (A) - (D) shall be hereinafter referred to as the "Accrued Obligations"), payable on the 60th day following the date of termination. In the event of a termination of the Employment without Cause pursuant to Section 6(b) or in the event of a termination of the Employment with the Company for Good Reason pursuant to Section 6(c), then, subject to Section 17, the Company shall provide to Employee the following termination benefits ("Termination Benefits") in addition to the Accrued Obligations:

(i) except as otherwise provided in Section 19, an amount equal to two (2) times the sum of (A) Employee's Base Salary and (B) Employee's Base Salary multiplied by 1.25, payable in twenty-four (24) equal installments during a twenty-four (24) month period following the date of termination (the "Termination Benefits Period") (such payment shall be subject to withholding under applicable law and shall be made in accordance with the Company's usual payroll practice as in effect from time to time);

(ii) payment of any pro-rated bonus under the AIP with respect to the fiscal year in which such termination occurs (payment shall be subject to withholding under applicable law, shall be made at the time when the Company pays bonuses to its other executive officers with respect to the applicable fiscal year, and shall be based on actual performance for the applicable fiscal year) (the “Current Year Prorata Bonus”); and

(iii) during the Termination Benefits Period, in periodic installments, in accordance with the Company’s usual payroll practice as in effect from time to time, a cash payment equal to the cost the Company would have incurred had Employee continued group medical, dental, vision and/or prescription drug benefit coverage for himself and his eligible dependents under the group health plan(s) sponsored by Company covering Employee and his eligible dependents at the time of Employee’s termination of employment (the “Health Coverage”) for the Termination Benefits Period; provided, however, that (A) the cost of such Health Coverage shall be determined at the same level of benefits as is generally available to similarly situated employees and is subject to any modifications made to the same coverage provided to similarly situated employees, including but not limited to termination of the group health plans sponsored by Company; (B) the Company shall pay the excess of the COBRA cost of such coverage over the amount that Employee would have had to pay for such coverage if he had remained employed during the Termination Benefits Period and paid the active employee rate for such coverage (the “COBRA Cost”); (C) the time during which Employee receives the payments pursuant to this Section 6(e)(iii) shall run concurrently with any period for which Employee is eligible to elect health coverage under COBRA; and (D) such payment shall not limit any rights Employee or his dependents may then have to receive retiree medical or life insurance benefits then offered by the Company to the extent that Employee is entitled to such benefits under the terms and conditions of the applicable plans or policies.

(iv) if, at the end of the Termination Benefits Period, Employee is not employed by another employer (including self-employment), Employee will receive an amount equal to one-twelfth (1/12) of the sum of (A) Employee’s Base Salary and (B) Employee’s Base Salary multiplied by 1.25 (such payment, subject to withholding under applicable law, to be made on a monthly basis in accordance with the Company’s usual payroll practice as in effect from time to time); provided however, that such payments will immediately cease upon the earlier of (x) Employee’s employment (including self-employment) by a subsequent employer and (y) six (6) calendar months following the end of Termination Benefits Period. In addition, the benefits described in Section 6(e)(iii) shall be continued until the earlier of (x) six (6) months after the end of the Termination Benefits Period or (y) such time that Employee obtains any of the coverages or benefits described in Section 6(e)(iii) pursuant to a subsequent employer’s benefit plans.

The Termination Benefits set forth in (i) through (iv) above shall continue so long as Employee is in compliance with Employee’s Continuing Obligations under this Agreement. The Company’s liability for Termination Benefits set forth in (i) through (iv) above shall be reduced by the amount of any severance, if any, actually paid to Employee pursuant to any severance pay plan of the Company. Notwithstanding the foregoing, nothing in this Section 6(e) shall be construed to affect Employee’s right to receive COBRA continuation entirely at Employee’s own cost to the extent that Employee may continue to be entitled to COBRA continuation after Employee’s right to receive payments under Section 6(e)(iii) ceases.

The Company and Employee agree that the Termination Benefits paid by the Company to Employee under this Section 6(e) shall be in full satisfaction, compromise and release of any claims arising out of any termination of Employee's employment without Cause pursuant to Section 6(b), or a termination of Employee's employment with the Company for Good Reason pursuant to Section 6(c). The payment of the Termination Benefits shall be contingent upon Employee's timely delivery as provided below of a general release of any and all claims (other than those arising or otherwise provided for under this Agreement) in a customary form reasonably satisfactory to the Company (and without any additional obligations upon Employee beyond those provided for in, or otherwise inconsistent with, this Agreement (a "Conforming Release")), it being understood that no Termination Benefits shall be provided unless and until Employee executes and delivers a Conforming Release, except that (i) the Conforming Release shall not require a waiver of any of the Accrued Obligations and (ii) Employee's obligation to deliver such Conforming Release shall be contingent upon the Company's delivery of a Conforming Release to the Employee not later than ten (10) days following the date of termination of Employment. Provided such a Conforming Release has been timely delivered to Employee, it must be executed, and all revocation periods must have expired, within sixty (60) days after the date of termination of Employment, failing which such payment or benefit shall be forfeited. The Company may elect to commence payment of Termination Benefits at any time during such sixty (60)-day period; provided, however, that if such sixty (60)-day period begins in one taxable year and ends in the following taxable year, then the Company shall commence payment of Termination Benefits in the second taxable year. If such payment or benefit is exempt from Section 409A of the Code, the Company may elect to make or commence payment of Termination Benefits at any time during such sixty (60)-day period.

(f) Disability. If Employee shall be disabled so as to be unable to perform the essential functions of Employee's then existing position or positions under this Agreement with or without reasonable accommodation ("Disability"), the Board may remove Employee from any responsibilities and/or reassign Employee to another position with the Company for a period of six (6) months or during the period of such Disability. Such removal and/or reassignment shall not give Employee a right to terminate his employment for Good Reason. Notwithstanding any determination of Employee's Disability, Employee shall continue to receive Employee's full Base Salary (less any disability pay or sick pay benefits to which Employee may be entitled under the Company's policies) and benefits under Section 4 of this Agreement (except to the extent that Employee may be ineligible for one or more such benefits under applicable plan terms) for any period of up to six (6) months prior to his termination of employment. Employee's employment may be terminated by the Company at any time after six (6) months of Disability. In the event of such termination and subject to Section 17, the Company shall have no further obligations except to pay the Accrued Obligations and benefits as contemplated by this Section 6(f) through the date of such termination. If any question shall arise as to whether during any period Employee is disabled so as to be unable to perform the essential functions of Employee's then existing position or positions with or without reasonable accommodation, Employee may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom Employee or Employee's guardian has no reasonable objection as to whether Employee is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. Employee shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and Employee shall fail to submit such certification, the Company's determination of such issue shall be binding on Employee. Nothing in this Section 6(f) shall be construed to waive Employee's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(g) Death. Employee's employment and all obligations of the Company and Employee hereunder shall terminate in the event of the death of Employee, other than payment of the Current Year Prorata Bonus (which shall be paid at the time when the Company pays bonuses to its other executive officers with respect to the applicable fiscal year) and any Accrued Obligations.

(h) Continuing Obligations. Notwithstanding termination of this Agreement as provided in this Section 6 or any other termination of Employee's employment with the Company, Employee's obligations under Sections 7 and 8 hereof (other than as a result of termination pursuant to Section 6(g)) and the Company's obligations under Section 12 and Section 18 hereof (other than as a result of termination pursuant to Section 6(a) or 6(d)) (the "Continuing Obligations") shall survive any termination of Employee's employment with the Company at any time and for any reason.

7. Non-Competition and Non-Solicitation. In consideration of Employee's employment hereunder and the benefits derived by Employee as a result of the transactions contemplated by the Merger Agreement, Employee agrees to the following:

(a) Employee hereby agrees that during the period commencing on the date hereof and ending on the date that is the later of (i) the second (2nd) anniversary of the date of the termination of Employee's employment with the Company for any reason regardless of the circumstances thereof and (ii) in the case of a termination by the Company without Cause or a resignation by Employee for Good Reason, if Employee receives benefits subsequent to the date twenty four (24) month after the termination of employment pursuant to Section 6(e)(iv), the last day that Employee receives benefits pursuant to such Section 6(e)(iv) (the "Noncompetition Period"), Employee will not, without the express written consent of the Company, directly or indirectly, anywhere in the United States or in any foreign country in which the Company has conducted business, is conducting business or is presently contemplating conducting business, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, executive, agent or consultant, or in any other capacity), any business, organization or Person other than the Company (or any subsidiary or affiliate of the Company), including any such business, organization or Person involving, or which is, a family member of Employee, whose business, activities, products or services are competitive with any of the business, activities, products or services conducted or offered or proposed to be conducted or offered by the Company or its subsidiaries during any period in which Employee is employed by the Company or any of its subsidiaries. Without implied limitation, the foregoing covenant shall be deemed to prohibit (other than through a general solicitation not targeted at the Company or its subsidiaries) (a) hiring or engaging or attempting to hire or engage for or on behalf of Employee or any such competitor any employee of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former employee of the Company, Parent or any of their direct and/or indirect subsidiaries who was employed during the six (6) month period immediately preceding the date of such attempt to hire or engage, (b) encouraging for or on behalf of Employee or any such competitor any such employee to terminate his or her relationship or employment with the Company, Parent or any of their direct and/or indirect subsidiaries, or (c) recruiting, soliciting or diverting for or on behalf of Employee or any such competitor any customer of the Company, Parent or any of their direct and/or indirect subsidiaries, or any former customer of the Company, Parent or any of their direct and/or indirect subsidiaries who was a customer during the six (6) month period immediately preceding the date of such recruitment, solicitation or diversion for the purpose of providing any business, activities, products or services the same as or substantially similar to the business, activities, products or services provided or offered by the Company.

Notwithstanding anything herein to the contrary, Employee may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than five percent (5%) of the equity of such enterprise.

Employee agrees that if a court of competent jurisdiction determines that any restriction, or portion thereof, set forth in this Section 7 is overly restrictive and unenforceable, the court may reduce or modify such restrictions to those which it deems reasonable and enforceable under the circumstances, and as so reduced or modified, the parties hereto agree that the restrictions of this Section 7 shall remain in full force and effect. Employee further agrees that if a court of competent jurisdiction determines that any provision of this Section 7 is unenforceable, the remaining provisions of this Section 7 and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

Employee acknowledges that the restrictions contained in this paragraph in view of the nature of the Company's business, are reasonable and necessary to protect the Company's legitimate business interests and that any violation of this paragraph would result in irreparable injury to the Company, and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the foregoing restrictive covenants. In the event of a breach or a threatened breach by Employee of any provision in this paragraph, the Company shall be entitled to a temporary restraining order and injunctive relief restraining Employee from the commission of any breach, and to recover the Company's attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this paragraph shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages, attorneys' fees and costs. The restrictions in this paragraph shall each be construed as independent of any other provisions in this Agreement, and the existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

If Employee violates any of the restrictions contained in this Section, the restrictive period will be suspended and will not run in favor of Employee from the time of the commencement of any violation until the time when Employee cures the violation to the Company's reasonable satisfaction.

(b) During and after Employee's employment, Employee shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while Employee was employed by the Company. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Employment, Employee also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while Employee was employed by the Company. Subject to Section 17(d), the Company shall reimburse Employee for any reasonable fees and reasonable out-of-pocket expenses incurred in connection with Employee's performance of obligations pursuant to this Section 7(b) and such cooperation shall be at reasonable times and upon reasonable advance notice.

(c) Employee agrees, while he is employed by the Company, to offer or otherwise make known or available to it, as directed by the Board of the Company and without additional compensation or consideration, any business prospects, contracts or other business opportunities that Employee may discover, find, develop or otherwise have available to Employee in the Company's general industry and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

8. Employee Agreement Regarding Non-Disclosure and Development. Employee represents, warrants and covenants that all patents, patent applications, rights to inventions, copyright registrations and other license, trademark and trade name rights heretofore owned by Employee and

relating to the business of the Company, Parent or any of their direct and/or indirect subsidiaries have been or will be duly transferred to the Company on or prior to the date of termination of employment with the Company. Employee agrees and understands that in Employee's position with the Company, Parent or any of their direct and/or indirect subsidiaries and performance of his or her responsibilities, duties and services for the Company, Parent or any of their direct and/or indirect subsidiaries, as the case may be, Employee has been exposed to non-public information relating to the confidential affairs of the Company, Parent or any of their direct and/or indirect subsidiaries, including but not limited to technical information, intellectual property, business and marketing plans, strategies, customer information, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company, Parent or any of their direct and/or indirect subsidiaries, and other forms of confidential information, trade secrets and/or confidential information in the nature of trade secrets of the Company, Parent or any of their direct and/or indirect subsidiaries ("Confidential Information"). The provisions of this confidentiality covenant shall not apply to confidential information which is (i) generally known to the industry or to the public other than as a result of Employee's breach of this covenant or any breach of other confidentiality obligations by third Persons, (ii) made legally available to Employee by a third Party without breach of any confidentiality obligation, or (iii) required by law to be disclosed, provided that Employee shall give prompt notice to the Company of any such requirement, shall disclose no more information than is required, and shall cooperate with attempts by the Company to obtain a protective order or similar treatment. Employee acknowledges and agrees that at any time hereafter Employee will not disclose Confidential Information, either directly or indirectly, to any Person other than the Company, Parent or any of their direct and/or indirect subsidiaries (or their professional advisors who are bound by confidentiality obligations) without the prior written consent of the Company or Parent, as appropriate, except for such disclosure that Employee in good faith believes to be necessary or desirable for the performance of his duties hereunder during the Term. This confidentiality covenant has no temporal, geographical or territorial restriction. Except as otherwise expressly agreed to by the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, on or promptly following the date of termination of Employee's employment with the Company, Employee will supply to the Company, Parent or any of their direct and/or indirect subsidiaries, as appropriate, all property, keys, mobile phones, computer equipment, software data files, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data or any other tangible product or document (and any copies, in whatever medium, thereof) which has been produced by, received by or otherwise submitted to Employee during his or her employment with the Company. Any such data or property (including copies thereof) stored on computer, software data files or other equipment belonging to Employee (or to which Employee otherwise has lawful access after the date hereof) shall be deleted by Employee immediately following the termination of Employee's employment with the Company.

9. Parties in Interest; Certain Remedies. It is specifically understood and agreed that this Agreement is intended to confer a benefit, directly or indirectly, on the Company, Parent and any of their direct and/or indirect subsidiaries, and that any breach of the provisions of Sections 7 and 8 of this Agreement by Employee will result in irreparable injury to the Company, Parent and their direct and/or indirect subsidiaries, that the remedy at law alone will be an inadequate remedy for such breach and that, in addition to any other remedy it may have, the Company, Parent and any of their direct and/or indirect subsidiaries shall be entitled to enforce the specific performance of Sections 7 and 8 of this Agreement by Employee through both temporary and permanent injunctive relief without the necessity of posting a bond or proving actual damages, but without limitation of their right to damages and any and all other remedies available to them, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies.

10. Dispute Resolution.

(a) All disputes, claims, or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified herein.

(b) The parties covenant and agree that the arbitration shall commence within one hundred eighty (180) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six (6) months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages.

(c) The parties covenant and agree that they will participate in the arbitration in good faith and that they will, except as provided below, (i) bear their own attorneys' fees, costs and expenses in connection with the arbitration, and (ii) share equally in the fees and expenses charged by JAMS. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party unsuccessfully refusing to comply with an order of the arbitrators shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. This Section 10(c) applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm or to enforce the provisions of Section 9.

(d) Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of JAMS to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof, or the transactions contemplated hereby and thereby, or the rights and obligations of the parties hereunder or thereunder, and further consents to the sole and exclusive jurisdiction of the courts of the State of New York for the purposes of enforcing the arbitration provisions of this Section 10. Each party further irrevocably waives any objection to proceeding before JAMS based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before JAMS has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail (return receipt requested) as follows:

To the Company: CommScope, Inc.
1100 CommScope Place, SE
Hickory, NC 28602
Attention: General Counsel

To Employee: Marvin S. Edwards, Jr.
4444 3rd Street Lane, NW
Hickory, NC 28601

or to such other address of which any party may notify the other parties as provided above. Notices shall be effective as of the date of such delivery or mailing.

12. Indemnification. Without limiting Employee's rights to indemnification in any other agreement to which he is a party or a third party beneficiary, Employee shall be entitled to indemnification from the Company and Parent in connection with his service as an officer and a director of the Parent, the Company and any of its direct and indirect subsidiaries to the extent set forth in the Certificate of Incorporation, as amended, and By-laws, as amended, of the Company and the Parent.

13. Scope of Agreement. The parties acknowledge that the time, scope, geographic area and other provisions of Section 7 and Section 8 have been specifically negotiated by sophisticated parties and agree that all such provisions are reasonable under the circumstances of the transactions contemplated hereby, and are given as an integral and essential part of the transactions contemplated hereby. Employee has independently consulted with counsel and has been advised in all respects concerning the reasonableness and propriety of the covenants contained herein, with specific regard to the business to be conducted by Company, Parent or any of their direct and/or indirect subsidiaries, and represents that the Agreement is intended to be, and shall be, fully enforceable and effective in accordance with its terms.

14. Severability. In the event that any covenant contained in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. The existence of any claim or cause of action which Employee may have against the Company, Parent or any of their direct and/or indirect subsidiaries shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement.

15. Counterparts Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement. Each party may rely upon the execution of this Agreement by the other party via the facsimile signature as if such facsimile signature were an original signature.

16. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of North Carolina, without consideration of its choice of law provisions, and shall not be amended, modified or discharged in whole or in part except by an agreement in writing signed by both of the parties hereto. The failure of either of the parties to require the performance of a term or obligation or to exercise any right under this Agreement or the waiver of any breach hereunder shall not prevent subsequent

enforcement of such term or obligation or exercise of such right or the enforcement at any time of any other right hereunder or be deemed a waiver of any subsequent breach of the provision so breached, or of any other breach hereunder. This Agreement shall inure to the benefit of and be binding upon and assignable to, successors of the Company by way of merger, consolidation or sale and may not be assigned by Employee. This Agreement supersedes and terminates all prior understandings and agreements between the parties (or their predecessors) relating to the subject matter hereof; provided, however, this agreement shall not alter or limit the obligations of Employee pursuant to any other confidentiality, noncompetition, nonsolicitation or similar agreement applicable to Employee. For the avoidance of doubt, the Severance Agreement is hereby terminated without any liability to any party thereto. For purposes of this Agreement, the term “subsidiary” means any corporation more than 50 percent of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50 percent of whose total equity interest, is directly or indirectly owned by such Person; and an “affiliate” of a Person shall mean, with respect to a Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. The Company and Employee hereby acknowledge and agree that the changes to the terms and conditions of Employee’s employment pursuant to this Agreement shall not constitute “Good Reason,” as such term is defined in Section 6(c) herein or in the Severance Agreement.

17. Internal Revenue Code Section 409A.

(a) It is the intent of the parties that this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code). Neither the Company nor its directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by Employee as a result of the application of Section 409A of the Code.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that the severance payments under Section 6(e)(i), (ii) and (iii), and any other amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code would otherwise be payable or distributable hereunder, or a different form of payment of such non-exempt deferred compensation would be effected, by reason of a Change in Control or Employee’s termination of employment, such non-exempt deferred compensation will not be payable or distributable to Employee, and/or such different form of payment will not be effected, by reason of such circumstances unless the circumstances giving rise to such Change in Control or termination of employment, as the case may be, meet any description or definition of “change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation” or “separation from service,” as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting of any amount of non-exempt deferred compensation upon a Change in Control or termination of Employee’s employment, however defined. If this provision prevents the payment or distribution of any non-exempt deferred compensation, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant “change in control event” or “separation from service,” as the case may be. If this provision prevents the application of a different form of payment of any amount or benefit, such payment shall be made in the same form as would have applied absent such designated event or circumstance.

(c) Each payment of Termination Benefits under Section 6(e) of this Agreement shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A of the Code.

(d) If Employee is entitled to be paid or reimbursed for any taxable expenses under this Agreement, and such payments or reimbursements are includible in Employee's federal gross taxable income, the amount of such expenses reimbursable in any one calendar year shall not affect the amount reimbursable in any other calendar year, and the reimbursement of an eligible expense must be made no later than December 31 of the year after the year in which the expense was incurred. No right of Employee to reimbursement of expenses under this Agreement shall be subject to liquidation or exchange for another benefit. Employee's rights to payment or reimbursement of expenses pursuant to Section 5(b) of this Agreement shall expire at the end of two (2) years after the date of termination of this Agreement.

18. Internal Revenue Code Section 280G Gross-Up.

(a) In the event that it shall be determined that any payment (other than the payment provided for in this Section 18) or distribution of any type to or for the benefit of Employee, by the Parent, any affiliate of the Parent, any "Person" (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, a "Person") who acquires ownership or effective control of the Parent or ownership of a substantial portion of the Parent's assets (within the meaning of Section 280G of the Code, and the regulations thereunder) or any affiliate of such Person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), is or will be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then Employee shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Employee of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax or Excise Tax, imposed upon the Gross-Up Payment, Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(b) All mathematical determinations, and all determinations as to whether any of the Total Payments are "parachute payments" (within the meaning of Section 280G of the Code), that are required to be made under this Section 18, including determinations as to whether a Gross-Up Payment is required, the amount of such Gross-Up Payment and amounts relevant to the last sentence of this Section 18(b), shall be made by an independent accounting firm selected by Employee from among the six (6) largest accounting firms in the United States (the "Accounting Firm"), which shall provide its determination (the "Determination"), together with detailed supporting calculations regarding the amount of any Gross-Up Payment and any other relevant matter, both to the Company and Employee by no later than ten (10) days following the date of termination, if applicable, or such earlier time as is requested by the Company or Employee (if Employee reasonably believes that any of the Total Payments may be subject to the Excise Tax). If the Accounting Firm determines that no Excise Tax is payable by Employee, it shall furnish Employee and the Company with an opinion reasonably acceptable to Employee and the Company that no Excise Tax is payable (including the reasons therefor) and that Employee has substantial authority not to report any Excise Tax on his federal income tax return. If a Gross-Up Payment is determined to be payable, it shall be paid to Employee within twenty (20) days after the Determination (and all accompanying calculations and other material supporting the Determination) is delivered to the Company by the Accounting Firm. Any determination by the Accounting Firm shall be binding upon the Company and Employee, absent manifest error. As a result of uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments not made by the Company should have been made ("Underpayment"), or that Gross-Up Payments will have been made by the Company which should not have been made ("Overpayments"). In either such event, the Accounting Firm shall determine the amount of the Underpayment or Overpayment that has occurred. In the case of an Underpayment, the

amount of such Underpayment (together with any interest and penalties payable by Employee as a result of such Underpayment) shall be promptly paid by the Company to or for the benefit of Employee. In the case of an Overpayment, Employee shall, at the direction and expense of the Company, take such steps as are reasonably necessary (including the filing of returns and claims for refund), follow reasonable instructions from, and procedures established by, the Company, and otherwise reasonably cooperate with the Company to correct such Overpayment, *provided, however*, that (i) Employee shall not in any event be obligated to return to the Company an amount greater than the net after-tax portion of the Overpayment that he has retained or has recovered as a refund from the applicable taxing authorities and (ii) this provision shall be interpreted in a manner consistent with the intent of Section 18(a), which is to make Employee whole, on an after-tax basis, from the application of the Excise Tax, it being understood that the correction of an Overpayment may result in Employee repaying to the Company an amount which is less than the Overpayment. The fees and expenses of the Accounting Firm shall be paid by the Company.

(c) Any Gross-Up Payment shall be paid no later than the last day of Employee's taxable year next following Employee's taxable year in which the taxes imposed in respect of which the Gross-Up Payment is being made are remitted to the applicable taxing authority.

19. Acceleration of Benefits in Connection with a Change of Control.

(a) If, during the Term, the Employee's employment with the Company shall be terminated by the Company without Cause or a resignation by Employee for Good Reason within twenty-four (24) months following a Change in Control (as defined below), the compensation and benefits provided for in Section 6(e)(i), subject to Section 17, shall be paid in a single lump sum cash payment within ten (10) days after Employee's date of termination (or earlier, if required by applicable law) in lieu of the periodic payments contemplated by Section 6(e)(i).

(b) For purposes of this Agreement, "Change in Control" shall mean any of the following:

(i) an acquisition (other than directly from the Parent) of any securities issued by Parent which generally entitle the holder thereof to vote for the election of directors of Parent ("Voting Securities") by any Person, immediately after which such Person has Beneficial Ownership (as defined below) of more than thirty-three percent (33%) of (i) the then-outstanding Shares (as defined below) or (ii) the combined voting power of the Parent's then-outstanding Voting Securities; *provided, however*, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A "Non-Control Acquisition" shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Parent or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Parent (for purposes of this definition, a "Related Entity"), (ii) the Parent or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(ii) the individuals who, as of the Effective Date, are members of the board of the directors of the Parent (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the members of the Board of Directors of the Parent or, following a Post-Effective Date Merger (as hereinafter defined), the board of (i) the corporation resulting from such Post-Effective Date Merger (the "Surviving Corporation"), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is

not Beneficially Owned, directly or indirectly, by another Person (a "Parent Corporation") or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; *provided, however*, that, if the election, or nomination for election by the Parent's common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered a member of the Incumbent Board; and *provided, further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of the Parent (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(iii) the consummation of:

(1) a merger, consolidation or reorganization (x) with or into the Parent or (y) in which securities of the Parent are issued (a "Post-Effective Date Merger"), unless such Post-Effective Date Merger is a "Non-Control Transaction." A "Non-Control Transaction" shall mean a Post-Effective Date Merger in which:

(A) the shareholders of the Parent immediately before such Post-Effective Date Merger own directly or indirectly immediately following such Post-Effective Date Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Post-Effective Date Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) Company or another corporation that is a party to the agreement of Post-Effective Date Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Post-Effective Date Merger, was maintained by the Parent or any Related Entity, or (4) any Person who, immediately prior to the Post-Effective Date Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(2) a complete liquidation or dissolution of the Parent; or

(3) the sale or other disposition of all or substantially all of the assets of the Parent and its subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Parent's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any

Person (the “Subject Person”) acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Parent which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of Shares Beneficially Owned by the Subject Persons; *provided* that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Parent and, after such share acquisition by the Parent, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(c) For purposes of this Agreement, “Beneficially Owned,” “Beneficial Ownership” and “Beneficially Owning” shall have the meanings applicable under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

(d) For purposes of this Agreement, “Shares” shall mean the common stock, par value \$0.01 per share, of the Parent and any other securities into which such shares are changed or for which such shares are exchanged.

20. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit Employee’s continuing or future participation in any employee benefit plan, program, policy or practice provided by the Company and for which Employee may qualify, except as specifically provided herein. Amounts that are vested benefits or which Employee is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of termination of Employment shall be payable in accordance with such plan, policy, practice or program except as explicitly modified by this Agreement. For the avoidance of doubt, no provision of this Agreement is meant to modify or limit Employee’s right to receive his vested supplemental executive retirement plan benefits, if any, and to exercise his vested options, if any, in accordance with the terms of the applicable plan documents, related agreements and operative prior elections.

21. Full Settlement; No Mitigation. The Company’s obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against Employee or others. In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement and, except as set forth in Section 6(e)(iv), such amounts shall not be reduced whether or not Employee obtains other employment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first set forth above.

COMPANY

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, Secretary and General
Counsel

EMPLOYEE:

/s/ Marvin S. Edwards, Jr.

Marvin S. Edwards, Jr.

SCHEDULE A

Frye Regional Medical Center

**AMENDMENT TO EMPLOYMENT AGREEMENT
WITH MARVIN S. EDWARDS, JR.**

THIS AMENDMENT (this "Amendment"), effective as of September 12, 2013, by and between Marvin S. Edwards, Jr. ("Employee") and CommScope, Inc. ("Company"), a Delaware corporation, amends that certain Employment Agreement, dated as of January 14, 2011, by and between Employee and Company (the "Employment Agreement").

In consideration of the mutual covenants contained herein and the continued employment of Employee by the Company, the parties agree as follows:

1. The Employment Agreement is hereby amended by adding the following to Section 17 thereof:

"(e) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of Employee's separation from service during a period in which he is a Specified Employee (as defined herein), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes): (i) the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following Employee's separation from service will be accumulated through and paid or provided on the first day of the seventh month following Employee's separation from service (or, if Employee dies during such period, within 30 days after his death) (in either case, the "Required Delay Period"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period. For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder."

2. All other provisions of the Employment Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt II

Its: Senior Vice President

EMPLOYEE

/s/ Marvin S. Edwards, Jr.

Marvin S. Edwards, Jr.

AMENDED AND RESTATED
SEVERANCE PROTECTION AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the ____ day of _____, 2008, by and between CommScope, Inc. (the "Corporation"), and _____ (the "Executive").

WHEREAS, the Board of Directors of the Corporation (the "Board") recognizes that the possibility of a Change in Control (as hereinafter defined) exists and that the threat or the occurrence of a Change in Control can result in significant distraction of the Corporation's key management personnel because of the uncertainties inherent in such a situation;

WHEREAS, the Board has determined that it is essential and in the best interest of the Corporation and its stockholders for the Corporation to retain the services of the Executive in the event of a threat or occurrence of a Change in Control and to ensure the Executive's continued dedication and efforts in such event without undue concern for the Executive's personal financial and employment security;

WHEREAS, in order to induce the Executive to remain in the employ of the Corporation, particularly in the event of a threat or the occurrence of a Change in Control, the Corporation desires to enter into this Agreement with the Executive to provide the Executive with certain benefits in the event the Executive's employment is terminated under circumstances described herein;

WHEREAS, the Executive and the Corporation are parties to a prior Severance Protection Agreement (the "Original Agreement"); and

WHEREAS, the Executive and the Corporation desire to amend and restate the Original Agreement to comply with Section 409A of the Internal Revenue Code and the regulations and other interpretive guidance issued thereunder, and to make certain other changes to the Original Agreement.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, it is agreed as follows:

1. Term of Agreement. This Agreement shall commence as of _____, 2008 (the "Effective Date") and shall continue in effect until December 31, 2011 (the "Term"); *provided, however*, that on January 1, 2010, and on each January 1 thereafter, the Term shall automatically be extended for one (1) year unless either the Executive or the Corporation shall have given written notice to the other at least ninety (90) days prior thereto that the Term shall not be so extended; *provided, further, however*, that following the occurrence of a Change in Control, the Term shall not expire prior to the expiration of twenty-four (24) months after such occurrence.

2. Termination of Employment. If, during the Term, the Executive's employment with the Corporation and its Affiliates shall be terminated within twenty-four (24) months following a Change in Control, the Executive shall be entitled to the following compensation and benefits:

(a) If the Executive's employment with the Corporation and its Affiliates shall be terminated (x) by the Corporation for Cause or Disability, (y) by reason of the Executive's death, or (z) by the Executive other than for Good Reason, the Corporation shall pay to the Executive the following:

(1) his Accrued Compensation;

(2) any bonus or incentive compensation that has been earned but not paid prior to the Termination Date;

(3) in addition to the amounts described in Sections 2(a)(1) and (2), if the Executive's employment is terminated by the Corporation for Disability, the Corporation shall pay to the Executive a Pro Rata Bonus; and

(4) in addition to the amounts described in Sections 2(a)(1) and (2), if the Executive's employment is terminated by reason of the Executive's death, the Corporation shall pay to the Executive's beneficiaries a Pro Rata Bonus.

The Executive's entitlement to any other compensation or benefits shall be determined in accordance with the Corporation's employee benefits plans and other applicable programs and practices then in effect.

(b) If the Executive's employment with the Corporation and its Affiliates shall be terminated for any reason other than as specified in Section 2(a), the Executive shall be entitled to the following:

(1) the Corporation shall pay the Executive all Accrued Compensation;

(2) the Corporation shall pay the Executive a Pro Rata Bonus and any bonus or incentive compensation that has been earned but not paid prior to the Termination Date;

(3) the Corporation shall pay the Executive as severance pay and in lieu of any further compensation for periods subsequent to the Termination Date, an amount equal to [two (2)] [one and one-half (1 and 1/2)] times the sum of (A) the Executive's Base Amount and (B) the Executive's Bonus Amount;

(4) for [twenty-four (24)] [eighteen (18)] months after such termination (the "Continuation Period"), the Corporation shall at its expense continue on behalf of the Executive and his dependents and beneficiaries the life insurance, disability, medical, dental and hospitalization coverages and benefits provided to the Executive immediately prior to the Change in Control or, if greater, the coverages and benefits provided at any time thereafter. The coverages and benefits (including deductibles and costs) provided in this Section 2(b)(4) during the Continuation Period shall be no less favorable to the Executive and his dependents and beneficiaries, than the most favorable of such coverages and benefits referred to above. The Corporation's obligation hereunder with respect to the foregoing coverages and benefits shall be reduced to the extent that the Executive obtains any such coverages and benefits pursuant to a subsequent employer's benefit plans, in which case the Corporation may reduce any of the coverages or benefits it is required to provide the Executive hereunder so long as the aggregate coverages and benefits of the combined benefit plans is no less favorable to the Executive than the coverages and benefits required to be provided hereunder. This Section 2(b)(4) shall not be interpreted so as to limit any benefits to which the Executive, his dependents or beneficiaries may be entitled under any of the Corporation's employee benefit plans, programs or practices following the Executive's termination of employment, including without limitation, retiree medical and life insurance benefits;

(5) If, at the end of the Continuation Period, the Executive is not employed by another employer (including self-employment), the Executive will receive for up to six (6) months, an amount equal to one-twelfth (1/12) of the sum of (A) the Executive's Base Amount and (B) the Executive's Bonus Amount, payable at the end of each of the six (6) calendar months following the end of the Continuation Period; *provided, however*, that such payments will immediately cease upon the Executive's employment (including self-employment) by a subsequent employer. In addition, the coverages and benefits described in Section 2(b)(4) shall be continued until the earlier of (x) six (6) months after the end of the Continuation Period or (y) such time that the Executive obtains any such coverages or benefits pursuant to a subsequent employer's benefit plans;

(6) the Corporation shall pay or reimburse the Executive for the costs, fees and expenses of outplacement assistance services (not to exceed twenty-five (25%) of the sum of (A) the Executive's Base Amount and (B) the Executive's Bonus Amount) provided by any outplacement agency selected by the Executive;

(7) the Corporation shall pay or reimburse the Executive up to \$2,000 for tax and financial planning services in respect of the calendar year in which the payments provided for in Section 2(b)(3) are paid to the Executive; and

(8) the Corporation shall pay or reimburse the Executive for the cost of relocation (in accordance with the Corporation's relocation policy) to the Executive's place of residence immediately prior to any relocation the Executive made for purposes of employment by the Corporation after July 1, 1995.

(c) If the Executive's employment is terminated by the Corporation other than for Cause at any time prior to the date of a Change in Control and such termination (A) occurred after the Corporation entered into a definitive agreement, the consummation of which would constitute a Change in Control or (B) the Executive reasonably demonstrates that such termination was at the request of a third party who has indicated an intention or has taken steps reasonably calculated to effect a Change in Control (a "Third Party"), such termination shall be deemed to have occurred after a Change in Control.

(d) (1) Gross-Up Payment. In the event that it shall be determined that any payment (other than the payment provided for in this Section 2(d)) or distribution of any type to or for the benefit of the Executive, by the Corporation, any Affiliate of the Corporation, any Person who acquires ownership or effective control of the Corporation or ownership of a substantial portion of the Corporation's assets (within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder) or any Affiliate of such Person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), is or will be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax or Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

(2) Determination By Accountant. All mathematical determinations, and all determinations as to whether any of the Total Payments are "parachute payments" (within the meaning of Section 280G of the Code), that are required to be made under this Section 2(d), including determinations as to whether a Gross-Up Payment is required, the amount of such Gross-Up Payment and amounts relevant to the last sentence of this Section 2(d)(2), shall be made by an independent accounting firm selected by the Executive from among the six (6) largest accounting firms in the United States (the "Accounting Firm"), which shall provide its determination (the "Determination"), together with detailed supporting calculations regarding the amount of any Gross-Up Payment and any other relevant matter, both to the Corporation and the Executive by no later than ten (10) days following the Termination Date, if applicable, or such earlier time as is requested by the Corporation or the Executive (if the Executive reasonably believes that any of the Total Payments may be subject to the Excise Tax). If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Corporation with an opinion reasonably acceptable to the Executive and the Corporation that no Excise Tax is payable (including the reasons therefor) and that the Executive has substantial authority not to report any Excise Tax on his federal income tax return. If a Gross-Up Payment is determined to be payable, it shall be paid to the Executive within twenty (20) days after the Determination (and all accompanying calculations and other material supporting the Determination) is delivered to the Corporation by the Accounting Firm. Any determination by the Accounting Firm shall be binding upon the Corporation and the Executive, absent manifest error. As a result of uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments not made by the Corporation should have been made ("Underpayment"), or that Gross-Up Payments will have been made by the Corporation which should not have been made ("Overpayments"). In either such event, the Accounting Firm shall determine the amount of the Underpayment or Overpayment that has occurred. In the case of an Underpayment, the amount of such Underpayment (together with any interest and penalties payable by the Executive as a result of such Underpayment) shall be promptly paid by the Corporation to or for the benefit of the Executive. In the case of an Overpayment, the Executive shall, at the direction and expense of the Corporation, take such steps as are reasonably necessary (including the filing of returns and claims for refund), follow reasonable instructions from, and procedures established by, the Corporation, and otherwise reasonably cooperate with the

Corporation to correct such Overpayment, *provided, however*, that (i) the Executive shall not in any event be obligated to return to the Corporation an amount greater than the net after-tax portion of the Overpayment that he has retained or has recovered as a refund from the applicable taxing authorities and (ii) this provision shall be interpreted in a manner consistent with the intent of Section 2(d)(1), which is to make the Executive whole, on an after-tax basis, from the application of the Excise Tax, it being understood that the correction of an Overpayment may result in the Executive repaying to the Corporation an amount which is less than the Overpayment. The fees and expenses of the Accounting Firm shall be paid by the Corporation.

(3) Any Gross-Up Payment shall be paid no later than the last day of the Executive's taxable year next following the Executive's taxable year in which the taxes imposed in respect of which the Gross-Up Payment is being made are remitted to the applicable taxing authority.

(e) Subject to Section 2(i), the amounts provided for in Sections 2(a) and 2(b)(1), (2) and (3) shall be paid in a single lump sum cash payment within ten (10) days after the Executive's Termination Date (or earlier, if required by applicable law).

(f) The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to the Executive in any subsequent employment except as provided in Sections 2(b)(4) and 2(b)(5).

(g) The severance pay and benefits provided for in this Section 2 shall be in lieu of any other severance pay to which the Executive may be entitled under any severance plan or any other plan, agreement or arrangement of the Corporation or any of its Affiliates.

(h) To the extent that any benefits to be provided to the Executive pursuant to Sections 2(b)(4), (5), (6), (7) and (8) of this Agreement are considered nonqualified deferred compensation and are reimbursements subject to Treasury Regulation Section 1.409A-3(i)(1)(iv), then, notwithstanding to the contrary contained herein, (1) the reimbursement of eligible expenses related to such benefits shall be made on or before the last day of the Executive's taxable year following the Executive's taxable year in which the expense was incurred and (2) the provision of such benefits (including reimbursements therefor) during any taxable year of the Executive shall not be increased or decreased to reflect the amount of benefits provided in a prior or subsequent taxable year of the Executive.

(i) Certain Delayed Payments.

(1) Notwithstanding anything to the contrary contained herein, if the Executive is a "specified employee" for purposes of Section 409A of the Code and regulations and other interpretive guidance issued thereunder ("Section 409A"), any payments required to be made pursuant to Sections 2(a)(2), (3) or (4), or pursuant to Sections 2(b)(2), (3) or (5), shall not commence until one day after the day which is six (6) months after the Executive's Termination Date (the "Delay Period"), with the first payment equaling the total of all payment that would have been paid during the Delay Period but for the application of Section 409A to such payments.

(2) To the extent that benefits to be provided to the Executive pursuant to Sections 2(b)(4), (5), (6), (7), (8) and Section 4 of this Agreement are not (A) "disability pay," "death benefit" plans or non-taxable medical benefits within the meaning of Treasury Regulation Section 1.409A-1(a)(5) or (B) other benefits not considered nonqualified deferred compensation under that regulation or Treasury Regulation Section 1.409A-1(b)(9)(v), such provision of benefits shall be delayed until the end of the Delay Period, unless the Executive's termination occurs by reason of the Executive's death. Notwithstanding the foregoing, to the extent that the previous sentence applies to the provision of any ongoing benefits that would not be required to be delayed if the premiums or costs thereof were paid by the Executive, the Executive shall pay the full premium or cost for such benefits during the Delay Period. The Corporation shall pay the Executive an amount equal to the amount of such premiums and costs paid by the Executive during the Delay Period within ten (10) days after the end of the Delay Period.

(3) To the extent that any benefits to be provided to the Executive pursuant to Sections 2(b)(4), (5), (6), (7) and (8), Section 4 or any other section of this Agreement are considered nonqualified deferred compensation and are reimbursements subject to Treasury Regulation Section 1.409A-3(i)(1)(iv), then (i) the reimbursement of eligible expenses related to such benefits shall be made on or before the last day of the Executive's taxable year following the Executive's taxable year in which the expense was incurred and (ii) notwithstanding anything to the contrary in this Agreement or any plan providing for such benefits, the amount of expenses eligible for reimbursement during any taxable year of the Executive shall not affect the expenses eligible for reimbursement in any other taxable year.

3. Notice of Termination. Following a Change in Control, any intended termination of the Executive's employment by the Corporation shall be communicated by a Notice of Termination from the Corporation to the Executive, and any intended termination of the Executive's employment by the Executive for Good Reason shall be communicated by a Notice of Termination from the Executive to the Corporation.

4. Fees and Expenses. The Corporation shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) incurred by the Executive within the six (6) year period following the date of the Executive's termination of employment as they become due as a result of (a) the termination of the Executive's employment by the Corporation or by the Executive for Good Reason (including all such fees and expenses, if any, incurred in contesting, defending or disputing the basis for any such termination of employment), (b) the Executive's hearing before the Board as contemplated in Section 13.6 of this Agreement or (c) the Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by the Corporation under which the Executive is or may be entitled to receive benefits.

5. Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including any Notice of Termination) shall be in writing, shall be signed by the Executive if to the Corporation or by a duly authorized officer of the Corporation if to the Executive, and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other, provided that all notices to the Corporation shall be directed to the attention of the Board with a copy to the Secretary of the Corporation. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

6. Nature of Rights. Except as provided in Section 2(g), nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Corporation or any Affiliate of the Corporation and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any other agreements with the Corporation or any Affiliate of the Corporation. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Corporation or any Affiliate of the Corporation shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

7. Settlement of Claims. The Corporation's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, defense, recoupment, or other right which the Corporation may have against the Executive or others.

8. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Corporation. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party which are not expressly set forth in this Agreement.

9. Successors; Binding Agreement.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Corporation and its respective Successors and Assigns. The Corporation shall require its respective Successors and Assigns to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform it if no such succession or assignment had taken place.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to the conflict of laws principles thereof. Any action brought by any party to this Agreement shall be brought and maintained in a court of competent jurisdiction in the State of North Carolina.

11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior agreements, including, without limitation, the Original Agreement, and all understandings and arrangements, oral or written, between the parties hereto, with respect to the subject matter hereof.

13. Definitions.

13.1. Accrued Compensation. For purposes of this Agreement, "Accrued Compensation" shall mean all amounts of compensation for services rendered to the Corporation or any of its Affiliates that have been earned or accrued through the Termination Date but that have not been paid as of the Termination Date including (a) base salary, (b) reimbursement for reasonable and necessary business expenses incurred by the Executive on behalf of the Corporation or of its Affiliates of the Corporation during the period ending on the Termination Date and (c) vacation pay; *provided, however*, that Accrued Compensation shall not include any amounts described in clause (a) that have been deferred pursuant to any salary reduction or deferred compensation elections made by the Executive.

13.2. Affiliate. For purposes of this Agreement, "Affiliate" means, with respect to any Person, any entity, directly or indirectly, controlled by, controlling or under common control with such Person.

13.3. Base Amount. For purposes of this Agreement, "Base Amount" shall mean the Executive's annual base salary at the rate in effect as of the date of a Change in Control or, if greater, at any time thereafter, determined without regard to any salary reduction or deferred compensation elections made by the Executive.

13.4. "Beneficial Owner," "Beneficially Owned," "Beneficial Ownership" and "Beneficially Owning" shall have the meanings applicable under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

13.5. Bonus Amount. For purposes of this Agreement, "Bonus Amount" shall mean the target annual bonus payable to the Executive under the Incentive Plan in respect of the fiscal year of the Corporation immediately prior to that in which the Termination Date occurs.

13.6. Cause. For purposes of this Agreement, a termination of employment is for "Cause" if the Executive has been convicted of a felony or the termination is evidenced by a resolution adopted in good faith by two-thirds of the Board that the Executive:

(a) intentionally and continually failed substantially to perform his reasonably assigned duties with the Corporation and its Affiliates (other than a failure resulting from the Executive's incapacity due to physical or mental illness or from the assignment to the Executive of duties that would constitute Good Reason) which failure continued for a period of at least thirty (30) days after a written notice of demand for substantial performance, signed by a duly authorized officer of the Corporation, has been delivered to the Executive specifying the manner in which the Executive has failed substantially to perform, or

(b) intentionally engaged in conduct which is demonstrably and materially injurious to the Corporation and its Affiliates; *provided, however*, that no termination of the Executive's employment shall be for Cause as set forth in this Section 13.6(b) until (1) there shall have been delivered to the Executive a copy of a written notice, signed by a duly authorized officer of the Corporation, setting forth that the Executive was guilty of the conduct set forth in this Section 13.6(b) and specifying the particulars thereof in detail, and (2) the Executive shall have been provided an opportunity to be heard in person by the Board (with the assistance of the Executive's counsel if the Executive so desires).

No act, nor failure to act, on the Executive's part, shall be considered "intentional" unless the Executive has acted, or failed to act, with a lack of good faith and with a lack of reasonable belief that the Executive's action or failure to act was in the best interest of the Corporation and its Affiliates. Notwithstanding anything contained in this Agreement to the contrary, no failure to perform by the Executive after a Notice of Termination is given to the Corporation by the Executive shall constitute Cause for purposes of this Agreement.

13.7. Change in Control. "Change in Control" shall mean any of the following:

(a) an acquisition (other than directly from the Corporation) of any Voting Securities by any Person, immediately after which such Person has Beneficial Ownership of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of the Corporation's then-outstanding Voting Securities; *provided, however*, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A "Non-Control Acquisition" shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Corporation or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Corporation (for purposes of this definition, a "Related Entity"), (ii) the Corporation or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(b) the individuals who, as of the Effective Date, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the members of the Board or, following a Merger (as hereinafter defined), the board of directors of (i) the corporation resulting from such Merger (the "Surviving Corporation"), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a "Parent Corporation") or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; *provided, however*, that, if the election, or nomination for election by the Corporation's common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered a member of the Incumbent Board; and *provided, further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(c) the consummation of:

(1) a merger, consolidation or reorganization (x) with or into the Corporation or (y) in which securities of the Corporation are issued (a "Merger"), unless such Merger is a "Non-Control Transaction." A "Non-Control Transaction" shall mean a Merger in which:

(A) the shareholders of the Corporation immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) the Corporation or another corporation that is a party to the agreement of Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Corporation or any Related Entity, or (4) any Person who, immediately prior to the Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(2) a complete liquidation or dissolution of the Corporation; or

(3) the sale or other disposition of all or substantially all of the assets of the Corporation and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Corporation's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Corporation which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of Shares Beneficially Owned by the Subject Persons; *provided* that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Corporation and, after such share acquisition by the Corporation, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

13.8. Corporation. For purposes of this Agreement, all references to the Corporation shall include its Successors and Assigns.

13.9. Disability. For purposes of this Agreement, "Disability" shall mean a physical or mental infirmity which impairs the Executive's ability to substantially perform his duties with the Corporation for six (6) consecutive months, and within the time period set forth in a Notice of Termination given to the Executive (which time period shall not be less than thirty (30) days), the Executive shall not have returned to full-time performance of his duties; *provided, however*, that if the Corporation's Long Term Disability Plan, or any successor plan (the "Disability Plan"), is then in effect, the Executive shall not be deemed disabled for purposes of this Agreement unless the Executive is also eligible for "Total Disability" (as defined in the Disability Plan) benefits (or similar benefits in the event of a successor plan) under the Disability Plan.

13.10. Good Reason. (a) For purposes of this Agreement, "Good Reason" shall mean the occurrence after a Change in Control of any of the following events or conditions:

(1) a change in the Executive's status, title, position or responsibilities (including reporting responsibilities) which, in the Executive's reasonable judgment, represents an adverse change from his status, title, position or responsibilities as in effect immediately prior thereto; the assignment to the Executive of any duties or responsibilities which, in the Executive's reasonable judgment, are inconsistent with his status, title, position or responsibilities; or any removal of the Executive from or failure to reappoint or reelect him to any of such offices or positions, except in connection with the termination of his employment for Disability, Cause, as a result of his death or by the Executive other than for Good Reason;

(2) a reduction in the Executive's annual base salary below the Base Amount;

(3) the relocation of the offices of the Corporation at which the Executive is principally employed to a location more than twenty-five (25) miles from the location of such offices immediately prior to the Change in Control, or the Corporation's requiring the Executive to be based anywhere other than such offices, except to the extent the Executive was not previously assigned to a principal location and except for required travel on the Corporation's business to an extent substantially consistent with the Executive's business travel obligations at the time of the Change in Control;

(4) the failure by the Corporation to pay to the Executive any portion of the Executive's current compensation or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Corporation in which the Executive participated, within seven (7) days of the date such compensation is due;

(5) the failure by the Corporation to (A) continue in effect (without reduction in benefit level, and/or reward opportunities) any material compensation or employee benefit plan in which the Executive was participating immediately prior to the Change in Control, including, but not limited to, any of the plans listed in Appendix A hereto, unless a substitute or replacement plan has been implemented which provides substantially identical compensation or benefits to the Executive or (B) provide the Executive with compensation and benefits, in the aggregate, at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each other compensation or employee benefit plan, program and practice in which the Executive was participating immediately prior to the Change in Control;

(6) the failure of the Corporation to obtain from its Successors or Assigns the express assumption and agreement required under Section 9 hereof; or

(7) any purported termination of the Executive's employment by the Corporation which is not effected pursuant to a Notice of Termination satisfying the terms set forth in the definition of Notice of Termination (and, if applicable, the terms set forth in the definition of Cause).

(b) Any event or condition described in Section 13.10(a)(1) through (6) which occurs at any time prior to the date of a Change in Control and (A) which occurred after the Corporation entered into a definitive agreement, the consummation of which would constitute a Change in Control or (B) which the Executive reasonably demonstrates was at the request of a Third Party who has indicated an intention or has taken steps reasonably calculated to effect a Change in Control, shall constitute Good Reason for purposes of this Agreement, notwithstanding that it occurred prior to a Change in Control.

13.11. Incentive Plan. For purposes of this Agreement, "Incentive Plan" shall mean the CommScope, Inc. Annual Incentive Plan, or any successor annual incentive plan, maintained by the Corporation.

13.12. Notice of Termination. For purposes of this Agreement, following a Change in Control, "Notice of Termination" shall mean a written notice of termination of the Executive's employment, signed by the Executive if to the Corporation or by a duly authorized officer of the Corporation if to the Executive, which indicates the specific termination provision in this Agreement, if any, relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

13.13. Person. For purposes of this Agreement, "Person" shall mean a person within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended.

13.14. Pro Rata Bonus. For purposes of this Agreement, "Pro Rata Bonus" shall mean the actual bonus paid or payable to the Executive under the Incentive Plan in respect of the fiscal year of the Corporation immediately prior to that in which the Executive's Termination Date occurs, multiplied by a fraction, the numerator of which is the number of days through the Termination Date that the Executive was employed by the Corporation in the year in which the Termination Date occurs, and the denominator of which is 365.

13.15. Shares. For purposes of this Agreement, "Shares" shall mean the common stock, par value \$0.01 per share, of the Corporation and any other securities into which such shares are changed or for which such shares are exchanges.

13.16. Subsidiary. For purposes of this Agreement, "Subsidiary" shall mean a corporation as defined in Section 424(f) (or a successor provision to such section) of the Code, and regulations and rulings thereunder, with the Corporation being treated as the employer corporation for purposes of this definition.

13.17. Successors and Assigns. For purposes of this Agreement, "Successors and Assigns" shall mean, with respect to the Corporation, a corporation or other entity acquiring all or substantially all the assets and business of the Corporation, whether by operation of law or otherwise.

13.18. Termination Date. For purposes of this Agreement, "Termination Date" shall mean (a) in the case of the Executive's death, his date of death, (b) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the performance of his duties on a full-time basis during such thirty (30) day period) and (c) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination for Cause shall not be less than thirty (30) days, and in the case of a termination for Good Reason shall not be more than sixty (60) days, from the date such Notice of Termination is given); *provided, however*, that if within thirty (30) days after any Notice of Termination is given the party receiving such Notice of Termination in good faith notifies the other party that a dispute exists concerning the basis for the termination, the Termination Date shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, or by the final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been taken). Notwithstanding the pendency of any such dispute, the Corporation shall continue to pay the Executive his Base Amount and continue the Executive as a participant in all compensation, incentive, bonus, pension, profit sharing, medical, hospitalization, dental, life insurance and disability benefit plans in which he was participating when the notice giving rise to the dispute was given, until the dispute is finally resolved in accordance with this Section 13.18 whether or not the dispute is resolved in favor of the Corporation, and the Executive shall not be obligated to repay to the Corporation any amounts paid or benefits provided pursuant to this sentence. Notwithstanding the foregoing, for purposes of this Agreement, the Executive shall be considered to have terminated employment with the Corporation when the Executive incurs a "separation from service" with the Corporation within the meaning of Section 409A(a)(2)(A)(i) of the Code, and applicable administrative guidance issued thereunder.

13.19. Voting Power. For purposes of this Agreement, "Voting Power" shall mean the combined voting power of the then outstanding Voting Securities.

13.20. Voting Securities. For purposes of this Agreement, "Voting Securities" shall mean, with respect to the Corporation or any Subsidiary, any securities issued by the Corporation or such Subsidiary, respectively, which generally entitle the holder thereof to vote for the election of directors of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by their duly authorized officers and the Executive has executed this Agreement as of the day and year first above written.

COMMSCOPE, INC.

By: _____

By: _____

INDEMNIFICATION AGREEMENT
BY AND AMONG
COMMScope HOLDING COMPANY, INC.
AND
INDEMNITEE
[—], 2013

COMMSCOPE HOLDING COMPANY, INC.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is made as of [], 2013 by and among COMMSCOPE HOLDING COMPANY, INC., a Delaware corporation (the “Company”), COMMSCOPE, INC., a Delaware corporation (“CommScope”) and [—] (“Indemnitee”).

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection against claims arising out of their service to, and activities on behalf of, the corporation;

WHEREAS, the Company is primarily a holding company and conducts its operations almost entirely through its wholly owned subsidiary, CommScope, and its direct and indirect subsidiaries and CommScope receives substantial benefit from the services of Indemnitee and other directors and officers of the Company;

WHEREAS, the Board of Directors of the Company (the “Board”) and the Board of Directors of CommScope have determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of CommScope and the Company and its stockholders and that the Company and CommScope should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for each of the Company and CommScpoe contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, the certificate of incorporation and bylaws of the Company (collectively, the “Constituent Documents”) require indemnification of the officers and directors of the Company, and, although Indemnitee may also be entitled to indemnification pursuant to applicable provisions of the General Corporation Law of the State of Delaware (the “DGCL”), the Constituent Documents and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification; and

WHEREAS, Indemnitee does not regard the protection available under the Constituent Documents and the Company’s insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desire Indemnitee to serve in such capacity and Indemnitee is willing to serve, continue to serve or take on additional service for or on behalf of the Company on the condition that the Company enter into this Agreement and provide him with the rights set forth herein;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee, intending to be legally bound, do hereby covenant and agree as follows:

1. Services to the Company. Indemnitee will serve or continue to serve as an officer, director or key employee of the Company and/or one or more of its Subsidiaries or other Enterprise for so long as Indemnitee is duly elected or appointed or until his or her earlier death, resignation or removal, and, by their execution of this Agreement, the Company and CommScope confirm their request that Indemnitee serve or continue to serve as a director of the Company and in such other capacities as it may request from time to time. This Agreement shall not constitute an employment agreement, supersede any employment agreement to which Indemnitee is a party or create any right of Indemnitee to continued employment or appointment.

2. Definitions. As used in this Agreement:

(a) “Affiliate” of any specified Person shall mean any other Person controlling, controlled by or under common control with such specified Person. For the purposes of this definition, “control” (including, with its correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such Person, whether through the ownership of securities, by contract or otherwise.

(b) “Agent” means any person who is or was a director (or a member of any committee of a board of directors), officer, or employee of the Company or a Subsidiary of the Company or other person authorized by the Company to act for the Company or any Enterprise, including any such person serving in such capacity as a director, officer, employee, trustee, general partner, managing member, fiduciary, agent or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a Subsidiary of the Company.

(c) “Beneficial Owner” and “Beneficial Ownership” have the meanings set forth in Rule 13d-3 promulgated under the Exchange Act as in effect on the date hereof.

(d) “Carlyle” means TC Group V, L.L.C., a Delaware limited liability company, and any other investment fund or related management company or general partner that is an Affiliate of TC Group V, L.L.C.; provided, however, that the definition of Carlyle shall not include the Company or any of its Subsidiaries.

(e) “Change in Control” means the earliest to occur after the date of this Agreement of any of the following events:

1. Acquisition of Stock by Third Party. Any Person, other than (i) Carlyle, (ii) the Company, (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries acting in such capacity, or (iv) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors, unless (x) the change in the relative Beneficial Ownership of the Company’s securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors, or (y) such acquisition was approved in advance by the Continuing Directors and such acquisition would not constitute a Change in Control under part (3) of this definition;

2. Change in Board of Directors. Individuals who, as of the date hereof, constitute the Board, and any new director whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who were directors on the date hereof or whose election for nomination for election was previously so approved (collectively, the “Continuing Directors”), cease for any reason to constitute at least a majority of the members of the Board;

3. **Corporate Transactions.** The effective date of a reorganization, merger or consolidation of the Company (a “**Business Combination**”), in each case, unless, following such Business Combination: (i) all or substantially all of the individuals and entities who were the Beneficial Owners of securities entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty-one percent (51%) of the combined voting power of the then outstanding securities of the company entitled to vote generally in the election of directors resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the securities entitled to vote generally in the election of directors; (ii) no Person (excluding any corporation resulting from such Business Combination) is the Beneficial Owner, directly or indirectly, of twenty percent (20%) or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such corporation except to the extent that such ownership existed prior to the Business Combination; and (iii) at least a majority of the board of directors of the corporation or entity resulting from such Business Combination were Continuing Directors at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination;

4. **Liquidation.** The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company’s assets, other than factoring the Company’s current receivables or escrows due (or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions);

5. **Bankruptcy Event.** The Company shall file or have filed against it, and such filing shall not be dismissed, any bankruptcy, insolvency or dissolution proceedings, or a trustee, administrator or creditors committee shall be appointed to manage or supervise the affairs of the Company; or

6. **Other Events.** There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

(f) “**Corporate Status**” means the status of a Person who is or was an Agent of the Company or of any Enterprise which such Person is or was serving at the request of the Company.

(g) “**Delaware Court**” shall mean the Court of Chancery of the State of Delaware.

(h) “**Disinterested Director**” means a director of the Company who is not and was not a party to a Proceeding (as defined below) in respect of which indemnification is sought by Indemnitee.

(i) “**Enterprise**” means any corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its direct or indirect wholly owned Subsidiaries) is a party, Subsidiary, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or any predecessor of any of the foregoing, of which Indemnitee is or was serving at the request of the Company as an Agent.

(j) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(k) “Expenses” means all reasonable direct and indirect attorneys’ fees and costs, retainers, court costs, transcript costs, fees of testifying and non-testifying experts and consultants, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements, expenses or costs incurred in connection with (a) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding, (b) any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent; (c) preparing and forwarding statements to the Company to support advances of Expenses sought hereunder, (d) for purposes of Section 14(e) only, the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement, by litigation or otherwise, (e) any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement; provided, however, that Expenses excludes amounts paid in settlement by Indemnitee or the amount of judgments or Fines against Indemnitee.

(l) “Fines” includes any excise tax assessed on Indemnitee with respect to any employee benefit plan; references to “serving at the request of the Company” shall include, but not be limited to, any service as an Agent of the Company which imposes duties on, or involves services by, such Agent with respect to an employee benefit plan, its participants or beneficiaries, including as a deemed fiduciary thereto; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Agreement.

(m) “Independent Counsel” means a law firm or a member of a law firm that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to a Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(n) “Losses” means judgments, Fines, liabilities, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, Fines, liabilities, penalties and amounts paid in settlement) and all costs and expenses in complying with any judgment, order, settlement agreement, stipulation or consent decree.

(o) “Person” has the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act as in effect on the date hereof.

(p) “Proceeding” shall be broadly construed and shall include, without limitation, any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism (including, but without limitation, voluntary or court-ordered mediation), investigation (whether instituted by or on behalf of the Company or its Board or a governmental authority or other party), inquiry, administrative hearing or any other actual, threatened, pending or completed judicial, administrative or arbitration proceeding (including, without limitation, any such proceeding under the Securities Act of 1933, as amended, or the Exchange Act or any other federal law, state law, statute or regulation), whether formal or informal or brought in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative nature, in each case, in which Indemnitee was, is or will be, or is threatened to be, involved as a party or otherwise (including but without limitation as a witness) by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action or alleged action (or failure to act or alleged failure to act) taken by him or of any action or alleged action (or failure to act or alleged failure to act) on his part while acting as an Agent of the Company, or by reason of the fact that he is or was serving at the request of the Company as an Agent of any Enterprise, in each case, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement. For purposes of determining whether Expenses were incurred in connection with a Proceeding as described in Section 2(k), the definition of Proceeding shall be met if Indemnitee in good faith believes that circumstances or events will lead to a Proceeding as defined herein.

(q) “Subsidiary,” with respect to any Person, means any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by that Person.

3. Indemnification in Third-Party Proceedings. The Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by law in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified by the Company to the fullest extent permitted by law against all Losses and Expenses suffered or incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful.

4. Indemnification in Proceedings by or in the Right of the Company. The Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by law in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding by or in the right of the Company or any Enterprise to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified by the Company to the fullest extent permitted by law against all Expenses suffered or incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted, in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; provided, that, no indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company, unless and only to the extent that the Delaware Court or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

5. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses or Expenses, but not for the total amount thereof, the Company shall indemnify and hold harmless Indemnitee for such portion.

6. Indemnification for Expenses of a Witness or for the Production of Documents Pursuant to Subpoena or Other Legal Compulsion. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law, to the extent that Indemnitee is, by reason of his Corporate Status, (i) a witness in any Proceeding to which Indemnitee is not a party, or (ii) compelled to produce documents or other evidence pursuant to subpoena or other legal compulsion, the Company shall indemnify and hold harmless the Indemnitee against all Expenses incurred by him or on his behalf in connection therewith.

7. Additional Indemnification Provisions.

(a) Notwithstanding any limitation in Sections 3, 4 or 5 or in Section 145 of the DGCL or any other applicable statutory provision, the Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law if Indemnitee is made, or is threatened to be made, a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Losses and Expenses suffered or incurred by Indemnitee in connection with the Proceeding. No indemnification shall be made under this Section 7(a) on account of Indemnitee's conduct which, through a final judicial adjudication, has been determined to constitute either a breach of Indemnitee's duty of loyalty to the Company or its investors or is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law.

(b) For purposes of this Agreement, including without limitation Section 7(a) hereof, "to the fullest extent permitted by applicable law" includes, without limitation: (i) to the fullest extent authorized or permitted by the provisions of the DGCL as are in effect as of the date hereof, or any other applicable statutory provision, that authorize or contemplate indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL or other applicable statutory provision; and (ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL or other applicable statutory provision, adopted after the date of this Agreement that increase the extent to which the Company or any Enterprise may indemnify its Agents or other Persons holding similar fiduciary responsibilities.

8. Contribution. To the fullest extent permitted by applicable law, if the indemnification and hold harmless rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever, the Company, in lieu of indemnifying and holding harmless Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, liabilities, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

9. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification in connection with any claim made against Indemnitee:

(a) subject in all respects to Section 16(e), for which payment has actually been received by or on behalf of Indemnitee under any insurance policy of, or other indemnification provision from, the Company or any of its Subsidiaries;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law; provided, however, that this Section 9(b) shall not negate Indemnitee's right to the advancement of Expenses unless and to the extent that the Company reasonably determines that Indemnitee violated Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws and must disgorge profits in connection with such violation; provided further, however, that notwithstanding anything to the contrary stated or implied in this Section 9(b), indemnification pursuant to this Agreement relating to any Proceeding against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws shall not be prohibited if Indemnitee ultimately establishes in any a final, non-appealable judgment, by a court of competent jurisdiction, that no recovery of such profits from Indemnitee is permitted under Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws;

(c) for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(d) except as otherwise provided in Section 14(e) hereof, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee (other than by way of defense, counterclaim or crossclaim), including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding); (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law or (iii) as may be required by law; and/or

(e) where the indemnification would be: (i) inconsistent with the law of the state of Delaware; or (ii) if there has been a settlement that is approved by a court of competent jurisdiction and provides that the indemnification would be inconsistent with any condition with respect to indemnification expressly imposed by such court in approving the settlement.

10. Advances of Expenses.

(a) In accordance with the pre-existing requirements of the Constituent Documents, and notwithstanding any provision of this Agreement to the contrary, the Company shall advance, to the fullest extent permitted by applicable law, the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made within ten (10) days after the receipt by the Company of a written request for the advancement of Expenses by Indemnitee, whether such requests for advances are made prior to or after final disposition of any action, claim, Proceeding or other matter for which Indemnitee requests such advances. The Company shall, in accordance with any such request (but without duplication) (i) pay such Expenses on behalf of Indemnitee, (ii) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (iii) reimburse Indemnitee for such Expenses. Advances shall be unsecured and interest free. Advances shall be made without regard to (i) Indemnitee's ability to repay the Expenses or (ii) Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing a Proceeding to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. This Section 10(a) shall not apply to any claim made by Indemnitee for which indemnification is excluded pursuant to Section 9(d), except as expressly provided in Section 9(d).

(b) The Company shall not seek, nor shall it agree to, consent to, support, or agree not to contest the entry of any "bar order" or other order, decree or stipulation, pursuant to 15 U.S.C. § 78u-4 (the Private Securities Litigation Reform Act), or any similar foreign, federal or state statute, regulation, rule or law, which would have the effect of prohibiting or limiting Indemnitee's right to receive advancement of Expenses under this Agreement.

(c) The right to advances under this Section 10 shall in all events continue until the final, non-appealable disposition of any action, claim, Proceeding or other matter for which Indemnitee is entitled to receive such advances hereunder. The Company shall not initiate any proceeding seeking repayment of any advanced Expenses pursuant to the foregoing undertaking other than in a proceeding initiated in Delaware Court following a final, non-appealable judgment, by a court of competent jurisdiction, of the underlying and operative action, claim, Proceeding or other matter for which Indemnitee received such advanced Expenses.

(d) Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking by Indemnitee to repay (without interest) the amounts advanced if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, from which no appeals can be taken, that Indemnitee is not entitled to be indemnified by the Company, and no other form of undertaking shall be required from Indemnitee other than the execution of this Agreement.

11. Procedure for Notification of Indemnified Matters and Application for Indemnification; Defense of Claim.

(a) In the event Indemnitee believes that he or she is entitled to indemnification or advancement of Expenses hereunder, Indemnitee shall promptly deliver to the Company written notice of the action, claim, Proceeding or other matter with respect to which the Indemnitee believes he or she is or may be entitled to indemnification or advancement of Expenses hereunder; provided, however, that the failure of Indemnitee to so notify the Company shall not (i) prejudice the Indemnitee's rights hereunder or constitute a waiver thereof or (ii) relieve the Company of any obligation which it may have to Indemnitee under this Agreement, or otherwise. Indemnitee may deliver to the Company a written application to indemnify and hold harmless Indemnitee in accordance with this Agreement. Such application(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion.

(b) In the event Indemnitee is entitled to indemnification and/or advancement of Expenses with respect to any Proceeding, Indemnitee may, at Indemnitee's option, (i) retain counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld, conditioned or delayed) to represent Indemnitee with respect to such Proceeding, at the sole expense of the Company, or (ii) have the Company assume the defense of Indemnitee in such Proceeding, in which case the Company shall assume the defense of such Proceeding with counsel selected by the Company and approved by Indemnitee (which approval shall not be unreasonably withheld, conditioned or delayed) within ten (10) days of the Company's receipt of written notice of Indemnitee's election to cause the Company to do so. If the Company is required to assume the defense of any such Proceeding, it shall engage legal counsel for such defense, and the Company shall be solely responsible for all fees and expenses of such legal counsel and otherwise of such defense. Such legal counsel may represent both Indemnitee and the Company (and/or any other party or parties entitled to be indemnified by the Company with respect to such matter) unless, in the reasonable opinion of legal counsel to Indemnitee, there is an actual or potential conflict of interest between Indemnitee and the Company (or any other such party or parties) or there are legal defenses available to Indemnitee that are not available to the Company (or any such other party or parties). Notwithstanding either party's assumption of responsibility for defense of a Proceeding, each party shall have the right to engage separate counsel, and participate in the Proceeding, at its own expense. The party having responsibility for defense of a Proceeding shall provide the other party and its counsel with all copies of pleadings and non-privileged or otherwise protected material correspondence relating to the Proceeding. Indemnitee and the Company shall reasonably cooperate in the defense of any Proceeding with respect to which indemnification is sought hereunder, regardless of whether the Company or Indemnitee assumes the defense thereof. The Company shall not be obligated to indemnify Indemnitee against amounts paid in settlement or compromise of a Proceeding against Indemnitee if such settlement or compromise is effected by Indemnitee without the Company's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Company will not, without the prior written consent of Indemnitee, which may be provided or withheld in Indemnitee's sole discretion, effect any settlement of any Proceeding against Indemnitee or which could have been brought against Indemnitee unless such settlement solely involves the payment of money by persons other than Indemnitee and includes an unconditional release of Indemnitee from all liability on any matters that are the subject of such Proceeding and an acknowledgment that Indemnitee denies all wrongdoing in connection with such matters.

12. Procedure Upon Application for Indemnification.

(a) A determination, if required by applicable law, with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods: (i) by the Board acting by a quorum consisting of directors who are not parties to such Proceeding upon a finding that Indemnitee has met the standard of conduct set forth in the Agreement and the DGCL; or (ii) if a quorum under subparagraph (a)(i) is not obtainable or, even if obtainable, a quorum of Disinterested Directors so directs, by the Board upon the opinion in writing of Independent Counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in this Agreement and the DGCL has been met by Indemnitee; provided, that, if a Change in Control shall have occurred, and Indemnitee so requests in writing, the determination with respect to Indemnitee's entitlement to indemnification shall be made by Independent Counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in this Agreement and the DGCL has been met by Indemnitee.

(b) The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the Person, Persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such Person, Persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Person, Persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(c). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 2 of this Agreement. If the Independent Counsel is selected by the Board, the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as

defined in Section 2 of this Agreement. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the Person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 11(b) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a Person selected by the Delaware Court, and the Person with respect to whom all objections are so resolved or the Person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial Proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing). The Company shall pay the reasonable fees and Expenses of Independent Counsel and will fully indemnify and hold harmless such Independent Counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(d) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding; provided, that, in absence of any such determination with respect to such Proceeding, the Company shall indemnify for Losses and advance Expenses with respect to such Proceeding until the Company has determined the Indemnitee not to be entitled to indemnification with respect to such Proceeding.

13. Presumptions and Effect of Certain Proceedings.

(a) It shall be presumed that a determination with respect to Indemnitee's entitlement to indemnification is not required. If such a determination is required, in making the determination with respect to entitlement to indemnification hereunder, the Person, Persons or entity making such determination (including, without limitation, any Independent Counsel) shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement. The Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome the presumptions set forth in the immediately preceding sentences in connection with the making by any Person, Persons or entity of any determination contrary to those presumptions by establishing that there is no reasonable basis to support them. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the Person, Persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within the later of thirty (30) days after (i) receipt by the Company of the request therefor or (ii) selection of the Independent Counsel pursuant to Section 12(b), the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (x) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (y) a final judicial determination that any or all such indemnification is expressly prohibited under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the Person, Persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement (with or without court approval), conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or any Enterprise or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(d) To the greatest extent permitted by law, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, it shall constitute a conclusive determination that Indemnitee is entitled to indemnification hereunder with respect to such Proceeding, claim, issue or matter. Further, the termination of any Proceeding or claim, issue or matter in such Proceeding by settlement (with or without court approval), entry of a plea of nolo contendere (or its equivalent) or by dismissal, with or without prejudice, shall be deemed to be a successful result as to such Proceeding, claim, issue or matter.

(e) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action or failure to act is based on the records or books of account of the Company or any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers, employees, boards (or committees thereof) of the Company or any Enterprise in the course of their duties, or on the advice of legal counsel or other advisors (including financial advisors and accountants) for the Company or any Enterprise or on information or records given or reports made to the Company or any Enterprise by an independent certified public accountant or by an appraiser or other expert or advisor selected by the Company or any Enterprise. The provisions of this Section 13(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(f) The knowledge and/or actions, or failure to act, of any other Agent of the Company or any Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

14. Remedies of Indemnitee.

(a) If a determination is made pursuant to Section 12 of this Agreement, or otherwise, that Indemnitee is not entitled to indemnification under this Agreement, or if for any other reason the Company does not make timely indemnification payments or advances of Expenses, Indemnitee shall have the right to commence a Proceeding to challenge such determination and/or to require the Company to make such payments or advances. Indemnitee shall be entitled to be indemnified for all Expenses incurred by Indemnitee, and to have such Expenses advanced by the Company, in connection with any such Proceeding, in accordance with Sections 10 and Section 14.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any determination pursuant to Section 12(a) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial Proceeding or arbitration pursuant to this Section 14, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 10 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification; or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Company's receipt of such written request) advance to Indemnitee, to the fullest extent permitted by applicable law, such Expenses which are incurred by Indemnitee in connection with any judicial Proceeding or arbitration brought by Indemnitee (i) to enforce or interpret his rights under, or to recover damages for breach of, this Agreement or any other indemnification, advancement or contribution agreement, vote of stockholders or directors or provision of the Constituent Documents as now or hereafter in effect; (ii) for recovery under DGCL or any other applicable law; or (iii) for recovery or advances under any insurance policy maintained by the Company or any Enterprise for the benefit of Indemnitee, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance, contribution or insurance recovery, as the case may be. It is the intent of the Company that the Indemnitee not be required to incur legal fees or other expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder.

(f) Interest shall be paid by the Company to Indemnitee at the legal rate under Delaware law for amounts which the Company indemnifies or is obliged to indemnify for the period commencing with the date on which Indemnitee requests indemnification, contribution, reimbursement or advancement of any Expenses and ending with the date on which such payment is made to Indemnitee by the Company.

15. Security. Notwithstanding anything herein to the contrary, to the extent requested by the Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

16. Non-Exclusivity; Priority of Payments; Survival of Rights; Insurance; Subrogation; Information Sharing.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Constituent Documents, any agreement, a vote of stockholders or a resolution of directors, any insurance policy or otherwise. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. No amendment, alteration or repeal of this Agreement or of any provision hereof or any relevant provisions of the DGCL shall limit or restrict any right of Indemnitee in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Constituent Documents or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change.

(b) The DGCL and the Constituent Documents permit the Company to purchase and maintain insurance or furnish similar protection or make other arrangements including, but not limited to, providing a trust fund, letter of credit, or surety bond ("Indemnification Arrangements") on behalf of Indemnitee against any liability asserted against him or incurred by or on behalf of him or in such capacity as Agent of the Company, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Agreement or under the DGCL, as it may then be in effect. The purchase, establishment, and maintenance of any such Indemnification Arrangement shall not in any way limit or affect the rights and obligations of the Company or of the Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and the Indemnitee shall not in any way limit or affect the rights and obligations of the Company or the other party or parties thereto under any such Indemnification Arrangement.

(c) To the extent that the Company maintains any insurance policy providing liability insurance for any Agents of the Company or any Enterprise which Agent serves at the request of the Company (such policy being referred to for purposes of this Section 16(c) as the "D&O Insurance"), Indemnitee shall be covered by such D&O Insurance policy in accordance with its terms in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's and any Enterprises' then current directors and officers. In the event (i) that (A) such insurance ceases to cover acts and omissions occurring during all or any part of the period of Indemnitee's Corporate Status or (B) the Company determines to reduce materially or not to renew its directors' and officers' liability insurance, the Company will purchase six (6) year tail coverage D&O Insurance, on terms and conditions substantially similar to the existing D&O Insurance and through the Company's insurance broker ("Comparable Coverage"), for the benefit of the directors, officers, employees or other Agents of the Company or any other Enterprise (including Indemnitee) who had served in such capacity prior to the reduction, termination or expiration of the coverage; or (ii) of a

Change in Control, the Company will either (A) purchase six (6) year tail coverage D&O Insurance with Comparable Coverage for the benefit of the directors, officers, employees or other Agents of the Company or any other Enterprise (including Indemnitee) who had served in such capacity prior to the closing of the transaction or the occurrence of the event constituting the Change in Control, and/or (B) as applicable, cause the acquiring entity or person to purchase such coverage and require the acquiring entity or person to deliver proof of the purchase of such coverage, in form and substance satisfactory to the Company, at or prior to the closing of the transaction or the occurrence of the event constituting the Change in Control; provided, however, that this clause (ii) shall not apply if, in connection with the Change in Control, there is no material reduction or non-renewal of the existing D&O Insurance coverage for the benefit of the directors, officers, employees or other Agents of the Company or any other Enterprise (including Indemnitee) who served in such capacity prior to the closing of the transaction or the occurrence of the event constituting the Change in Control for the six (6) year period following the date of such closing or event.

(d) If, at the time the Company receives notice from any source of a Proceeding as to which Indemnitee is a party or a participant (as a witness or otherwise) and the Company has applicable (or potentially applicable) liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, to or on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. Notwithstanding anything to contrary herein, the Company shall not be required to pay any amount hereunder if and to the extent that Indemnitee has actually received payment of such amount under any insurance policy of the Company or other Enterprise, but the Company shall not be excused from any obligation hereunder due to the availability of any such insurance coverage, subject to the Company's right to seek reimbursement of any amounts paid by the Company pursuant to any applicable insurance policy in accordance with, and subject to, Section 16(e). Nothing in this Agreement is intended or shall be construed to limit or reduce the rights of the Company, Carlyle, Indemnitee or any other individuals or entities pursuant to any insurance policy, or to limit or reduce the obligations of any insurer pursuant to any insurance policy or otherwise. The foregoing notwithstanding, to the extent a claim for which indemnification or advancement of Expenses is available hereunder is covered by any insurance policy, (i) the issuer of such policy shall not be entitled to seek recovery from the Company or Carlyle, by subrogation or otherwise, solely by virtue of this Agreement, and (ii) nothing in this Agreement shall limit the Company's or Carlyle's right to pursue any claim for recovery or reimbursement of amounts paid under this Agreement under any insurance policy. Indemnitee shall engage in reasonable, good faith efforts to cause the Company's (and the Enterprises', as applicable) insurance to apply on a primary basis with respect to any other insurance that may be applicable to matters indemnified hereunder, including without limitation insurance procured for the benefit of the Indemnitee by Carlyle.

(e) In the event of any payment under this Agreement, the Company shall not be subrogated to, and hereby waives any rights to be subrogated to, any rights of recovery of Indemnitee, including rights of indemnification provided to Indemnitee from any other person or entity with whom Indemnitee may be associated (including, without limitation, Carlyle) as well as any rights to contribution that might otherwise exist; provided, however, that the Company shall be subrogated to the extent of any such payment of all rights of recovery of Indemnitee under insurance policies of the Company or any of its Subsidiaries.

(f) The indemnification and contribution provided for in this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee.

(g) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise (including, for the avoidance of doubt and without limitation, CommScope pursuant to Section 25 hereof). Notwithstanding any other provision of this Agreement to the contrary, (i) Indemnitee shall have no obligation to reduce, offset, allocate, pursue or apportion any indemnification, hold harmless, exoneration, advancement, contribution or insurance coverage among multiple parties possessing such duties to Indemnitee prior to the Company's satisfaction and performance of all its obligations under this Agreement, and (ii) the Company shall perform fully its obligations under this Agreement without regard to whether Indemnitee holds, may pursue or has pursued any indemnification, advancement, hold harmless, exoneration, contribution or insurance coverage rights against any Person or entity other than the Company.

(h) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more Persons with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity). The Company hereby acknowledges and agrees that (i) the Company shall be the indemnitor of first resort with respect to any Proceeding, Expense, Loss or matter that is the subject of any of the Company's obligations to provide indemnification to Indemnitee and advance Expenses to Indemnitee under this Agreement (collectively, the "Indemnity Obligations"), (ii) the Company shall be primarily liable for all Indemnity Obligations and any indemnification afforded to Indemnitee in respect of any Proceeding, Expense, Loss or matter that is the subject of the Indemnity Obligations, whether created by law, organizational or constituent documents, contract (including this Agreement) or otherwise, (iii) any obligation of any other Persons with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) to indemnify Indemnitee and/or advance Expenses to Indemnitee in respect of any Proceeding shall be secondary to the obligations of the Company hereunder, (iv) the Company shall be required to indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) or insurer of any such Person and (v) the Company irrevocably waives, relinquishes and releases (1) any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) from any claim of contribution, subrogation, reimbursement, exoneration or indemnification, or any other recovery of any kind in respect of amounts paid by the Company hereunder; and (2) any right to participate in any claim or remedy of Indemnitee against any other Person (including, without limitation, Carlyle or any former Carlyle entity), whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any other Person (including, without limitation, Carlyle or any former Carlyle entity), directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. In the event any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) or their insurers advances or extinguishes any liability or loss which is the subject of any Indemnity Obligation owed by the Company or payable under any other Indemnification Arrangements or insurance policy provided under this Agreement, the payor shall have a right of subrogation against the Company and its insurer or insurers for all amounts so paid which would otherwise be payable by the Company or its insurer or insurers. In no event will payment of an Indemnity Obligation of the Company by any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) or their insurers affect the obligations of the Company hereunder or shift primary liability for any Indemnity Obligation to any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity). Any indemnification and/or insurance or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) with respect to any Loss arising as a result of Indemnitee's Corporate Status or capacity as an officer or director of any Person is specifically in excess over any Indemnity Obligation of the Company or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company or an Enterprise, and any obligation to provide indemnification and/or insurance or advance Expenses of any other Person with whom or which Indemnitee may be associated (including, without limitation, Carlyle or any former Carlyle entity) shall be reduced by any amount that Indemnitee collects from the Company or the Enterprises or their respective insurers as an indemnification payment or advancement of Expenses pursuant to this Agreement.

17. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company or any of its subsidiaries against Indemnitee or Indemnitee's estate, spouses, heirs, executors, personal or legal representatives, administrators or assigns after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period, provided that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

18. Duration of Agreement; Claims against Indemnitee. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee serves as an Agent of the Company or of any Enterprise and shall continue thereafter so long as Indemnitee shall be subject to any possible Proceeding (including any rights of appeal thereto and any Proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement) by reason of his Corporate Status, whether or not he is acting in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. In addition to, and without limiting, the foregoing: (i) the rights and obligations set forth in this Agreement shall not be terminated without the prior written consent of the parties hereto, nor shall any change in Indemnitee's Corporate Status (including, without limitation, any termination of Indemnitee's status as an officer, director, employee or Agent of, or attorney for, the Company) affect the Indemnitee's rights hereunder with respect to indemnified matters arising pursuant to the terms hereof; (ii) no amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal; and (iii) this Agreement shall be effective as of the date set forth on the first page, and this Agreement shall apply to any indemnifiable actions, events or omissions occurring prior to such date if the Indemnitee was an Agent of the Company or any Enterprise which Indemnitee served at the request of the Company at the time such actions, events or omissions occurred.

19. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by applicable law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

20. Enforcement and Binding Effect.

(a) The Company and CommScope expressly confirm and agree that they have entered into this Agreement and assumed the obligations imposed on them hereby in order to induce Indemnitee to serve as a director, officer or key employee of the Company or one or more of its direct or indirect Subsidiaries or an Enterprise, and the Company and CommScope acknowledge that Indemnitee is relying upon this Agreement in serving as an Agent therefor.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of Indemnitee's rights under the Constituent Documents, any other Indemnification Agreement or other right to indemnification, contribution or advancement of expenses available from time to time to Indemnitee and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

(c) The indemnification and advancement of Expenses provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be an Agent of the Company or of any Enterprise at the Company's request, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance Indemnitee shall not be precluded from seeking or obtaining any other relief to which he may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court in which the action was brought, and the Company hereby waives any such requirement of such a bond or undertaking.

21. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. Except as otherwise expressly provided herein, the rights of a party hereunder (including the right to enforce the obligations hereunder of the other parties) may be waived only with the written consent of such party, and no waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

22. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered by hand and receipted for by the party to whom said notice or other communication shall have been delivered, (ii) on the first business day following the date of dispatch, if delivered by a recognized next day courier service or (iii) on the third business day after the date of mailing, if mailed by certified or registered mail, properly addressed, with postage prepaid:

(a) If to Indemnitee, at the address on file with the Company for such Indemnitee or such other address as Indemnitee shall provide in writing to the Company.

(b) If to the Company, to:

1100 CommScope Place, SE

Hickory, NC 28602

Attn: General Counsel

or to any other address as may have been furnished to Indemnitee in writing by the Company.

23. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

24. Arbitration.

(a) Any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by arbitration. The arbitration shall be administered by JAMS. If the disputed claim or counterclaim exceeds \$250,000, not including interest or attorneys' fees, the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Comprehensive Rules") in effect at the time of the arbitration shall govern the arbitration, except as they may be modified herein or by mutual written agreement of the parties. If no disputed claim or counterclaim exceeds \$250,000, not including interest or attorneys' fees, the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Streamlined Rules") in effect at the time of the arbitration shall govern the arbitration, except as they may be modified herein or by mutual written agreement of the parties.

(b) The seat of the arbitration shall be New York, New York. The parties submit to jurisdiction in the state and federal courts of the State of New York for the limited purpose of enforcing this agreement to arbitrate.

(c) The arbitration shall be conducted by one neutral arbitrator unless the parties agree otherwise. The parties agree to seek to reach agreement on the identity of the arbitrator within thirty days after the initiation of arbitration. If the parties are unable to reach agreement on the identity of the arbitrator within such time, then the appointment of the arbitrator shall be made in accordance with the process set forth in JAMS Comprehensive Rule 15.

(d) The arbitration award shall be in writing, state the reasons for the award, and be final and binding on the parties. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the attorneys' fees of the prevailing party. Judgment on the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Notwithstanding applicable state law, the arbitration and this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

(e) The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, JAMS, the parties, their counsel, accountants and auditors, insurers and re-insurers, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply (x) if disclosure is required by law, or in judicial or administrative proceedings, or (y) as far as disclosure is necessary to enforce the rights arising out of the award.

25. Joint and Several Liability. CommScope acknowledges and agrees that it is jointly and severally liable for all Indemnity Obligations of the Company hereunder.

26. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed (and delivered by facsimile or other electronic transmission) by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

27. Third-Party Beneficiaries. Carlyle is an intended third-party beneficiary of this Agreement.

28. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

COMMSCOPE HOLDING COMPANY, INC.

By: _____
Name: Marvin S. Edwards
Title: President and Chief Executive Officer

COMMSCOPE, INC.

By: _____
Name: Marvin S. Edwards
Title: President and Chief Executive Officer

INDEMNITEE:

By: _____
Name: _____

ANDREW CORPORATION
MANAGEMENT INCENTIVE PROGRAM

As approved by the Board of Directors on November 18, 1999 and by the Stockholders on February 8, 2000

	<u>PAGE</u>
1. Purposes of the Program	1
2. Definitions	1
3. Administration	2
3.1. Committee	2
3.2. Committee Authority	3
4. Common Stock Subject to the Program; Adjustments	3
4.1. Shares Authorized	3
4.2. Adjustments	3
5. Long-Term Incentives	3
5.1. Grants of Long-Term Incentives	3
5.2. Stock Awards	4
5.3. Options	4
5.4. Performance Units	5
5.5. Termination of Employment	5
6. Change-in-Control	6
7. General Provisions	6
7.1. No Employment Rights Conferred	6
7.2. Acceptance of Program	6
7.3. Withholding	6
7.4. Non-Transferability; Exceptions	7
7.5. No Segregation; No Property Interest	7
7.6. Certain Forfeitures	7
7.7. Governing Law	7
8. Amendment or Termination of Program	7
9. First Amendment to the Program	8
10. Second Amendment to the Program	9
11. Third Amendment to the Program	11

ANDREW CORPORATION
MANAGEMENT INCENTIVE PROGRAM

1. PURPOSES OF THE PROGRAM

The purposes of the Management Incentive Program are to assist the Company in attracting and retaining individuals of outstanding competence, and to provide performance incentives for officers, executives and other key personnel.

2. DEFINITIONS

“Beneficiary”: A person or entity (including a trust or the estate of the Key Employee) designated by the Key Employee to succeed to any rights that he or she may have in Long-Term Incentives at the time of death. No such designation, or any revocation or change thereof, shall be effective unless made in writing by the Key Employee on a form provided by the Company and delivered to the Company prior to the Key Employee’s death. If, on the death of a Key Employee, there is no living person or entity in existence so designated, the term “Beneficiary” shall mean the legal representative of the Key Employee’s estate.

“Board”: The Board of Directors of the Company.

“Change-in-Control”: Any of the following: (i) the merger or consolidation of the Company with any other corporation following which the holders of Common Stock immediately prior thereto hold less than 60% of the outstanding common stock of the surviving or resulting entity; (ii) the sale of all or substantially all of the assets of the Company to any person or entity other than a wholly owned subsidiary; (iii) any person or group of persons acting in concert, or any entity, becomes the beneficial owner, directly or indirectly, of more than 20% of the outstanding Common Stock; or (iv) those individuals who, as of the close of the most recent annual meeting of the Company’s stockholders, are members of the Board (the “Existing Directors”) cease for any reason to constitute more than 50% of the Board. For purposes of the foregoing, a new director will be considered an Existing Director if the election, or nomination for election by the Company’s stockholders, of such new director was approved by a vote of a majority of the Existing Directors. No individual shall be considered an Existing Director if such individual initially assumed office as a result of either an actual or threatened election contest subject to Rule 14a-11 under the Securities Exchange Act of 1934 or other actual or threatened solicitation of proxies by or on behalf of anyone other than the Board, including by reason of any agreement intended to avoid or settle any election proxy contest.

“Committee”: The Compensation Committee of the Board or such other committee designated by the Board to administer the Program pursuant to the provisions of Section 3.1.

“Code”: The Internal Revenue Code of 1986, as amended.

“Common Stock”: The common stock, \$.01 par value, of the Company or such other class of shares or other securities as may be applicable pursuant to the provisions of Section 4.

“Company”: Andrew Corporation, a Delaware corporation, and its successors and assigns.

“Disability”: Eligible for Social Security disability benefits or disability benefits under the Company’s long-term disability plan, based upon a determination by the Committee that the condition arose prior to termination of employment.

“Incentive Stock Option”: A form of stock option that is defined in Code Section 422.

“Key Employee”: An employee of the Company or of a subsidiary thereof regularly employed on a full-time basis, including an officer or director if he or she is such an employee, who, in the opinion of the Committee, is in a position to make significant contributions to the earnings of the Company.

“Long-Term Incentive”: An award in one of the forms provided for in Section 5.

“Market Value”: As of any date, the average of the high and low sale prices of the Common Stock on such date as reported on the Nasdaq National Market system or, if no such sales were reported for such date, on the next preceding date for which such sales were reported.

“Option”: An option to purchase shares of Common Stock granted under Section 5.3.

“Performance Unit”: A contingent right granted pursuant to Section 5.4 to receive a cash award or shares of Common Stock.

“Program”: This Management Incentive Program, as from time to time amended.

“Restricted Stock”: Shares of Common Stock subject to restrictions.

“Retirement”: The termination of a Key Employee’s employment with the Company and its subsidiaries for retirement purposes if such termination (i) occurs on or after his or her sixty-fifth birthday; or (ii) occurs on or after his or her fifty-fifth birthday with the written consent of the Chief Executive Officer of the Company or, in the case of the Chief Executive Officer’s retirement, with the consent of the Committee.

“Stock Award”: An award granted pursuant to Section 5.2.

3. ADMINISTRATION

3.1. Committee. The Program shall be administered by a committee of three or more persons selected by the Board from its own membership, which shall be the Compensation

Committee of the Board unless the Board designates another committee. No person shall be appointed to or shall serve as a member of the Committee unless at the time of such appointment and service he or she shall be a "non-employee director," as defined in Rule 16b-3 under the Securities Exchange Act of 1934. To the extent required to comply with Code Section 162(m) and the related regulations, each member of the Committee shall qualify as an "outside director" as defined therein.

3.2. Committee Authority. The Committee shall have full power and authority to (i) interpret and administer the Program, (ii) adopt rules and regulations for its administration, (iii) designate the Key Employees to receive grants under the Program, (iv) determine the amount to be granted to each Key Employee and (v) determine the conditions, form, manner, time and terms of payment or grants of Long-Term Incentives. All action taken by the Committee shall be final, binding and conclusive on the Company, all Key Employees and other employees, their Beneficiaries, successors and assigns, and on all other persons claiming under or through any of them.

4. COMMON STOCK SUBJECT TO THE PROGRAM; ADJUSTMENTS

4.1. Shares Authorized. Subject to Section 4.2, the shares of Common Stock that may be issued or transferred under the Program shall not exceed 4,000,000. Such shares may be authorized but unissued shares of Common Stock, shares of treasury stock or shares purchased for the Program. Any shares of Common Stock withheld or surrendered to pay withholding taxes pursuant to Section 7.3 or surrendered in full or partial payment of the exercise price of an Option pursuant to Section 5.3 shall be added to the shares of Common Stock available for issuance or transfer. If any shares of Common Stock subject to Long-Term Incentives are not issued or transferred for any reason, or if any such shares are issued or transferred and are subsequently reacquired by the Company because of a Key Employee's failure to comply with the terms of such Long-Term Incentive, the shares not so issued or transferred or reacquired shall not be charged against the maximum limitation set forth above and may again be made subject to Long-Term Incentives.

4.2. Adjustments. The Committee shall make or provide for appropriate adjustments in the number and type of shares to be made available, the number of shares allotted to an individual and the option price per share, to give effect to any changes in capitalization or classification, including stock splits, stock dividends, offering of rights to subscribe or convert to shares of Common Stock, or any merger, consolidation or other reorganization.

5. LONG-TERM INCENTIVES

5.1. Grants of Long-Term Incentives.

(a) Long-Term Incentives may be granted, in whole or in part, in one or more of the following forms:

(i) A Stock Award in accordance with Section 5.2;

(ii) An Option in accordance with Section 5.3; or

(iii) A Performance Unit in accordance with Section 5.4.

(b) The terms of any grant of Long-Term Incentives and the number of shares of Common Stock or Performance Units subject to such grant shall be determined by the Committee; provided that, the maximum annual amount payable in cash to any Key Employee for his or her Performance Units shall not exceed 200% of the Key Employee's average base salary over the applicable performance period, and the maximum annual number of shares of Common Stock that may be issued or transferred to any Key Employee pursuant to Long-Term Incentives shall not exceed 20% of the total shares authorized to be issued or transferred pursuant to Section 4.1.

(c) The aggregate Market Value (determined on the date the Option is granted) of the Common Stock for which any Key Employee may be granted Incentive Stock Options in the calendar year in which such Options are first exercisable shall not exceed \$100,000.

(d) No more than 10% of the shares of Common Stock authorized to be issued or transferred pursuant to Section 4.1 may be used for grants of Stock Awards.

5.2. Stock Awards. Long-Term Incentives granted as Stock Awards may be in the form of Restricted Stock or a commitment to issue or transfer Common Stock and shall contain such terms and conditions as the Committee determines, including forfeiture provisions and restrictions on transfer. Upon the issuance or transfer of Common Stock pursuant to a Stock Award, the Key Employee shall be entitled to receive dividends, to vote and to exercise all other rights of a stockholder as to such Common Stock except to the extent otherwise specifically provided in the Stock Award. If the Committee intends the Restricted Stock granted to any Key Employee to satisfy the performance-based compensation exemption under Code Section 162(m) ("Qualifying Restricted Stock"), the extent to which the Qualifying Restricted Stock will vest shall be based on the attainment of performance goals established in writing prior to commencement of the performance period by the Committee from the list in Section 5.4(b). The level of attainment of such performance goals and the corresponding number of shares of vested Qualifying Restricted Stock shall be certified by the Committee in writing pursuant to Code Section 162(m) and the related regulations.

5.3. Options. Long-Term Incentives granted as Options shall be subject to the following provisions:

(a) The Option price per share of Common Stock shall be determined by the Committee, but shall not be less than the Market Value of a share of Common Stock on the date the Option is granted. The Option price may not be changed after the grant date.

(b) The expiration date of each Option shall be established by the Committee at the time the Option is granted. Incentive Stock Options may not be granted after November 17, 2009 and must expire not later than ten years from their grant date.

(c) An Option shall be considered exercised on the date written notice is mailed

(postage prepaid) or delivered to the Secretary of the Company advising of the exercise of a particular Option and transmitting payment of the Option price for the shares involved. Payment may be made in cash or by the surrender of Common Stock that has a Market Value equal to the exercise price, or by a combination thereof; provided that, Common Stock previously acquired from the Company may not be surrendered unless it has been held for at least six months. No Common Stock shall be issued or transferred upon exercise of an Option until full payment therefor has been made.

5.4. Performance Units. Long-Term Incentives granted as Performance Units shall be subject to the following provisions:

(a) The performance period for the attainment of performance goals shall be determined by the Committee.

(b) Prior to the commencement of the performance period, the Committee shall establish in writing an initial target value or number of shares of Common Stock for the Performance Units to be granted to a Key Employee, the duration of the performance period, and the specific performance goals to be attained, including performance levels at which various percentages of Performance Units will be earned and the minimum level of attainment to be met to earn any portion of the Performance Units. If the Committee intends the Performance Units granted to any Key Employee to satisfy the performance-based compensation exemption under Code Section 162(m) ("Qualifying Performance Units"), the performance goals shall be based on one or more of the following objective criteria: generation of free cash, earnings per share, revenue, market share, stock price, cash flow, earnings, operating expense ratios, return on sales, return on capital, return on assets, return on investment, productivity, delivery performance, quality, or level of improvement in any of the foregoing. After the end of a performance period, the Committee shall certify in writing the extent to which performance goals have been met and shall compute the payout to be received by each Key Employee. The Committee may not adjust upward the amount payable under Qualifying Performance Units to any Key Employee who is a covered employee under Code Section 162(m).

5.5. TERMINATION OF EMPLOYMENT

(a) Unless determined otherwise by the Committee, and subject to Section 6 below, all unvested Options and Stock Awards and all unpaid Performance Units shall be forfeited upon termination of employment for reasons other than Retirement, Disability or death.

(b) Subject to Section 7.6, upon termination of employment by reason of Retirement, Disability or death, all unvested Options and Stock Awards shall become fully vested and any Performance Units shall become payable to the extent determined by the Committee.

(c) Upon termination by reason of Retirement or Disability, Options shall be exercisable until not later than the earlier of three years after the termination date or the expiration of their term. Upon the death of a Key Employee, while employed by the Company or after terminating by reason of Retirement or Disability, Options shall be

exercisable by the Key Employee's Beneficiary not later than the earliest of one year after the date of death, three years after the date of termination due to Retirement or Disability, or the expiration of their term.

(d) Upon termination for any reason other than Retirement, Disability or death, any Options vested prior to such termination may be exercised during the three-month period commencing on the termination date, but not later than the expiration of their term. If a Key Employee dies during such post-employment period, such Key Employee's Beneficiary may exercise the Options (to the extent they were vested and exercisable on the date of employment termination), but not later than the earlier of one year after the date of death or the expiration of their term.

6. CHANGE-IN-CONTROL

In the event of a Change-in-Control, all Long-Term Incentives shall vest and the maximum value of each Key Employee's Performance Units, prorated for the number of full months of service completed by the Key Employee during the applicable performance period, shall immediately be paid in cash to the Key Employee. Options that become vested upon a Change-in-Control may be exercised only during the 90 days immediately thereafter.

7. GENERAL PROVISIONS

7.1. No Employment Rights Conferred. Neither the adoption of this Program nor its operation, nor any booklet or other document describing or referring to this Program, or any part thereof, shall confer upon any employee any right to continue in the employ of the Company or any subsidiary thereof or shall in any way affect the right and power of the Company or any subsidiary to dismiss or otherwise terminate the employment of any employee at any time for any reason with or without cause.

7.2. Acceptance of Program. By accepting any benefits under the Program, each Key Employee and each person claiming under or through a Key Employee shall be conclusively deemed to have indicated his or her acceptance of all provisions of the Program and his or her consent to any action or decision under the Program by the Company, the Board or the Committee.

7.3. Withholding. The Company may withhold, or allow a Key Employee to remit to the Company, any Federal, state or local taxes applicable to any grant, exercise, vesting, distribution or other event giving rise to income tax liability with respect to a Long-Term Incentive. In order to satisfy all or a portion of the income tax liability that arises with respect to a Long-Term Incentive, a Key Employee may elect to surrender Common Stock held by the Key Employee or to have the Company withhold Common Stock that would otherwise be issued pursuant to the exercise of an Option or in connection with any other Long-Term Incentive, but any withheld Common Stock and any surrendered Common Stock held by the Key Employee for less than six months, may be used only to satisfy the minimum tax withholding required by law.

7.4. Non-Transferability; Exceptions. Except as hereinafter provided, no Long-Term Incentive may be assigned, transferred or subjected to any encumbrance, pledge or charge of any nature; provided that a Key Employee may designate a Beneficiary to receive a Long-Term Incentive in the event of the Key Employee's death. Under such procedures as the Committee may establish, Long-Term Incentives may be transferred by gift to members of a Key Employee's immediate family (i.e., children, grandchildren and spouse) or to one or more trusts for their benefit or to partnerships in which such family members and the Key Employee are the only partners, provided that (i) any agreement governing such Long-Term Incentives expressly so permits or is amended to so permit, (ii) the Key Employee does not receive any consideration for such transfer, and (iii) the Key Employee provides such documentation or information concerning any such transfer or transferee as the Committee may reasonably request. Any transferred Long-Term Incentives shall be subject to the same terms and conditions that applied immediately prior to their transfer. In no event shall such transfer rights apply to any Incentive Stock Option.

7.5. No Segregation; No Property Interest. Nothing in this Program shall require the Company to segregate or set aside any funds or other property for the purpose of paying a Long-Term Incentive. No Key Employee, Beneficiary or other person shall have any right, title or interest in any amount awarded under the Program prior to payment thereof, or in any property of the Company or any affiliated corporation.

7.6. Certain Forfeitures. Except for a Long-Term Incentive that has vested pursuant to Section 6, the Committee may declare a Long-Term Incentive, whether vested or unvested, to be forfeited if the Key Employee or former Key Employee competes with the Company or engages in conduct that, in the opinion of the Committee, adversely affects the Company.

7.7. Governing Law. The Program, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of Illinois.

8. AMENDMENT OR TERMINATION OF PROGRAM

This Program may be amended or terminated by the Board at any time, provided that, without the approval of the stockholders of the Company, no amendment that increases the maximum number of shares of Common Stock that may be subject to Long-Term Incentives shall be effective. No amendment or termination of the Program or any portion thereof shall, without the consent of a Key Employee, adversely affect any award previously made or any other rights previously granted to such Key Employee.

FIRST AMENDMENT
TO
ANDREW CORPORATION
MANAGEMENT INCENTIVE PROGRAM

WHEREAS, Andrew Corporation (the "Company") maintains the Andrew Corporation Management Incentive Program (the "Program"); and

WHEREAS, it is now deemed desirable to amend the Program to increase the number of shares authorized for issuance under the Program;

NOW, THEREFORE, by virtue and in exercise of the amending authority reserved to the Board of Directors pursuant to Section 8 of the Program, the Program is hereby amended by deleting the first sentence of Section 4.1 of the Program and substituting the following therefor:

"Subject to Section 4.2, the shares of Common Stock that may be issued or transferred under the Program shall not exceed 8,000,000."

* * *

I, James F. Petelle, as Vice President and Secretary of Andrew Corporation, hereby certify that the foregoing amendment is consistent with resolutions adopted by the Board of Directors on November 14, 2002 and approved by the Company's stockholders on February 11, 2003 and that such resolutions have not been changed or rescinded since such date.

Dated this 12 day of May, 2003.

/s/ James F. Petelle

James F. Petelle

Vice President and Secretary

SECOND AMENDMENT
TO
ANDREW CORPORATION
MANAGEMENT INCENTIVE PROGRAM

WHEREAS, Andrew Corporation (the "Company") maintains the Andrew Corporation Management Incentive Program (the "Program"); and

WHEREAS, it is now deemed desirable to amend the Program to clarify that certain acquisitions will not be deemed to be a Change in Control under the Program and to conform the definition to that used in the Company's other plans;

NOW, THEREFORE, by virtue and in exercise of the amending authority reserved to the Board of Directors pursuant to Section 8 of the Program, the Program is hereby amended by deleting the definition of "Change-in-Control" contained in Section 2 of the Program and substituting the following therefor:

" 'Change-in-Control': Any of the following events: (i) the merger or consolidation of the Company with any other corporation following which the holders of the Company's common stock immediately prior thereto hold less than 60% of the outstanding common stock of the surviving or resulting entity; (ii) the sale of all or substantially all of the assets of the Company to any person or entity other than a wholly-owned subsidiary; (iii) any person or group of persons acting in concert, or any entity, becomes the beneficial owner, directly or indirectly, of more than 20% of the Company's outstanding common stock, other than an acquisition of more than 20%, in one or more transactions, of the Company's outstanding common stock by (a) a passive institutional investor where such investor is eligible pursuant to Rule 13d-1(b) of the Exchange Act to, and does, file a report of ownership on Schedule 13G with the Securities and Exchange Commission, (b) a trustee or other fiduciary of an employee benefit plan maintained by the Company, or (c) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Company; (iv) those individuals who, as of the close of the most recent annual meeting of the Company's stockholders, are members of the Board of Directors (the 'Existing Directors') cease for any reason to constitute more than 50% of the Board of Directors. For purposes of the foregoing, a new director will be considered an Existing Director if the election, or nomination for election by the Company's stockholders, of such new director was approved by a vote of a majority of the Existing Directors. No individual shall be considered an Existing Director if such individual initially assumed office as a result of either an actual or threatened election contest subject to Rule 14a-11 under the Exchange Act or other actual or threatened solicitation of proxies by or on behalf of anyone other than the Board of Directors, including by reason of any agreement intended to avoid or settle any election proxy contest; or (v) the stockholders of the Company adopt a plan of liquidation."

* * *

I, James F. Petelle, as Vice President and Secretary of Andrew Corporation, hereby certify that the foregoing amendment is consistent with resolutions adopted by the Board of Directors on May 14, 2004 and that such resolutions have not been changed or rescinded since such date.

Dated this 14 day of May, 2004.

THIRD AMENDMENT
TO
ANDREW CORPORATION
MANAGEMENT INCENTIVE PROGRAM

WHEREAS, CommScope, Inc., a Delaware corporation (the "Company"), entered into an Agreement and Plan of Merger, dated as of June 26, 2007 (the "Merger Agreement"), with DJRoss, Inc., a Delaware corporation and an indirect wholly owned subsidiary of the Company ("Sub"), and Andrew Corporation, a Delaware corporation ("Andrew"), pursuant to which Sub merged with and into Andrew at the Effective Time (as defined in the Merger Agreement), with Andrew as the surviving corporation (the "Merger");

WHEREAS, Andrew sponsored the Andrew Management Incentive Program, approved by its board of directors on November 18, 1999 and submitted to the stockholders on February 8, 2000 (the "Program");

WHEREAS, in connection with the Merger, the Company assumed the Program as of the Effective Time;

WHEREAS, in connection with the Company's assumption of the Program, the board of directors of the Company (the "Board") amended the Program effective as of the Effective Time; and

WHEREAS, it is desired to further amend the Program and to incorporate the amendment that was adopted as of the Effective Time.

NOW, THEREFORE, by virtue and in exercise of the amending authority reserved by the Board pursuant to Section 8 of the Program, the Program is hereby amended as follows:

1. References to the "Company" in the Program shall hereby be deemed references to CommScope, Inc., a Delaware corporation.

2. The definition of "Change-in-Control" in Section 2 of the Program shall hereby be amended and restated in its entirety as follows:

"Change in Control": The occurrence of any of the following:

(a) An acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" (as the term "person" is used for purposes of Section 13(d) or 14(d) of the Exchange Act), immediately after which such Person has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of the Company's then-outstanding Voting Securities; provided, however, that in determining whether a Change in Control has occurred pursuant to

this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a “Related Entity”), (ii) the Company or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(b) The individuals who, as of the effective date of the Program, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the members of the Board or, following a Merger (as hereinafter defined), the board of directors of (i) the corporation resulting from such Merger (the “Surviving Corporation”), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a “Parent Corporation”) or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; provided, however, that, if the election, or nomination for election by the Company’s common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Program, be considered a member of the Incumbent Board; and provided, further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(c) The consummation of:

(i) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a “Merger”), unless such Merger is a “Non-Control Transaction.” A “Non-Control Transaction” shall mean a Merger in which:

(A) the shareholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity, or (4) any Person who, immediately prior to the Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(ii) A complete liquidation or dissolution of the Company; or

(iii) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Company which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons; provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Company and, after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

3. The definition of "Disability" in Section 2 of the Program shall hereby be amended and restated in its entirety as follows:

"Disability": A mental or physical condition which, in the opinion of the Committee, renders a Key Employee unable or incompetent to carry out the job responsibilities which such Key Employee held or the duties to which such Key Employee was assigned at the time the disability was incurred, and which is expected to be permanent or for an indefinite duration.

4. A new definition of "Division" is hereby added to Section 2 of the Program as follows:

"Division": Any of the operating units or divisions of the Company designated as a Division by the Committee.

5. References to “Market Value” in the Program shall hereby be amended to be references to “Fair Market Value,” and the definition of “Fair Market Value” in Section 2 of the Program shall hereby be amended and restated in its entirety as follows:

“Fair Market Value”: On any date:

(a) if the Shares are listed for trading on the New York Stock Exchange, the closing price at the close of the primary trading session of the Shares on such date on the New York Stock Exchange, or if there has been no such closing price of the Shares on such date, on the next preceding date on which there was such a closing price;

(b) if the Shares are not listed for trading on the New York Stock Exchange, but are listed on another national securities exchange, the closing price at the close of the primary trading session of the Shares on such date on such exchange, or if there has been no such closing price of the Shares on such date, on the next preceding date on which there was such a closing price;

(c) if the Shares are not listed on the New York Stock Exchange or on another national securities exchange, the last sale price at the end of normal market hours of the Shares on such date as quoted on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”) or, if no such price shall have been quoted for such date, on the next preceding date for which such price was so quoted; or

(d) if the Shares are not listed for trading on a national securities exchange or are not authorized for quotation on NASDAQ, the fair market value of the Shares as determined in good faith by the Committee, and in the case of Incentive Stock Options, in accordance with Section 422 of the Code.

6. The definition of “Key Employee” in Section 2 of the Program shall hereby be amended to insert the following at the end of the definition:

, other than an individual that was employed immediately prior to the Merger by the Company or any entity that was a Subsidiary of the Company immediately prior to the Merger.

7. A new definition of “Merger” is hereby added to Section 2 of the Program as follows:

“Merger”: The merger of DJ Ross, Inc., a Delaware corporation and an indirect wholly owned subsidiary of the Company (“Sub”) with and into Andrew Corporation, a Delaware corporation (“Andrew”), at the Effective Time (as defined in the Agreement and Plan of Merger, dated as of June 26, 2007 (the “Merger Agreement”), among the Company, Sub and Andrew)), with Andrew the surviving corporation, pursuant to the Merger Agreement.

8. A new definition of “Shares” is hereby added to Section 2 of the Program as follows:

“Shares”: Shares of Common Stock and any other securities into which such shares are changed or for which such shares are exchanged.

9. A new definition of “Subsidiary” is hereby added to Section 2 of the Program as follows:

“Subsidiary”: (a) except as provided in subsection (b) below, any corporation which is a subsidiary corporation within the meaning of Section 424(f) of the Code with respect to the Company, and (b) in relation to the eligibility to receive Options or Long-Term Incentives other than Incentive Stock Options and continued employment for purposes of Options and Long-Term Incentives (unless the Committee determines otherwise), any entity, whether or not incorporated, in which the Company directly or indirectly owns at least 50% or more of the outstanding equity or other ownership interests.

10. The first sentence of Section 4.1 of the Program shall hereby be amended and restated in its entirety as follows:

Subject to Section 4.2, the shares of Common Stock that may be issued or transferred under the Program shall not exceed 1,089,333 (which as of the date of the Merger consisted of 659,804 shares of Common Stock subject to Options outstanding immediately after the Merger and 429,569 shares of Common Stock not then subject to any outstanding Long Term Incentives).

11. Section 5.5(b) of the Program shall hereby be amended to insert the following after “Subject to Section 7.6”: Unless determined otherwise by the Committee,

12. Section 5.5(c) of the Program shall hereby be amended to insert the following at the beginning of the first sentence of such section:

Unless determined otherwise by the Committee,

13. Section 5.5(d) of the Program shall hereby be amended to insert the following at the beginning of the first sentence of such section:

Unless determined otherwise by the Committee,

14. Section 6 of the Program shall hereby be amended and restated in its entirety as of the Effective Time as follows:

The effect of a Change in Control on any Long Term Incentive shall be determined by the Committee and set forth in an agreement evidencing such award.

AMENDED AND RESTATED

COMMSCOPE, INC.

1997 LONG-TERM INCENTIVE PLAN

(as amended and restated effective May 7, 2004)

TABLE OF CONTENTS

	<u>Page</u>
1. Establishment, Purpose and Effective Date.	1
(a) Establishment	1
(b) Purpose	1
(c) Effective Date	1
2. Definitions.	1
3. Scope of the Plan.	5
(a) Number of Shares Available Under the Plan	5
(b) Reduction in the Available Shares in Connection with Award Grants	5
(c) Effect of the Expiration or Termination of Awards	6
4. Administration.	6
(a) Committee Administration	6
(b) Board Reservation and Delegation	6
(c) Committee Authority	6
(d) Committee Determinations Final	7
5. Eligibility.	7
6. Conditions to Grants.	7
(a) General Conditions.	7
(b) Grant of Options and Option Price	8
(c) Grant of Incentive Stock Options	8
(d) Grant of Shares of Restricted Stock	9
(e) Grant of Performance Units and Performance Shares	10
(f) Grant of Phantom Stock	11
(g) Grant of Director's Shares	12
(h) Tandem Awards	12
7. Non-transferability.	12
8. Exercise.	12
(a) Exercise of Options	12
(b) Exercise of Performance Units	13
(c) Payment of Performance Shares	13
(d) Payment of Phantom Stock Awards	14
(e) Exercise, Cancellation, Expiration or Forfeiture of Tandem Awards	14
9. Spin-off and Substitute Options.	14

10. Effect of Certain Transactions.	14
11. Mandatory Withholding Taxes.	14
12. Termination of Employment.	15
13. Securities Law Matters.	15
14. No Funding Required.	15
15. No Employment Rights.	15
16. Rights as a Stockholder.	16
17. Nature of Payments.	16
18. Non-Uniform Determinations.	16
19. Adjustments.	16
20. Amendment of the Plan.	17
21. Termination of the Plan.	17
22. No Illegal Transactions.	17
23. Governing Law.	17
24. Severability.	17
25. Translations.	17

1. *Establishment, Purpose and Effective Date.*

(a) *Establishment.* The Company hereby establishes the Amended and Restated CommScope, Inc. 1997 Long-Term Incentive Plan (as set forth herein and from time to time amended, the "Plan").

(b) *Purpose.* The primary purpose of the Plan is to provide a means by which key employees and directors of the Company and its Subsidiaries can acquire and maintain stock ownership, thereby strengthening their commitment to the success of the Company and its Subsidiaries and their desire to remain employed by the Company and its Subsidiaries, focusing their attention on managing the Company as an equity owner, and aligning their interests with those of the Company's stockholders. The Plan also is intended to attract and retain key employees and to provide such employees with additional incentive and reward opportunities designed to encourage them to enhance the profitable growth of the Company and its Subsidiaries.

(c) *Effective Date.* The Plan shall become effective upon its adoption by the Board.

2. *Definitions.* As used in the Plan, terms defined parenthetically immediately after their use shall have the respective meanings provided by such definitions and the terms set forth below shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

- (a) "Award" means Options, shares of restricted Stock, performance units, performance shares or Director's Shares granted under the Plan.
- (b) "Award Agreement" means the written agreement by which an Award is evidenced.
- (c) "Beneficial Owner," "Beneficially Owned" and "Beneficially Owning" shall have the meanings applicable under Rule 13d-3 promulgated under the 1934 Act.
- (d) "Board" means the board of directors of the Company.
- (e) "Change in Capitalization" means any increase or reduction in the number of shares of Stock, or any change in the shares of Stock or exchange of shares of Stock for a different number or kind of shares or other securities by reason of a stock dividend, extraordinary dividend, stock split, reverse stock split, share combination, reclassification, recapitalization, merger, consolidation, spin-off, split-up, reorganization, issuance of warrants or rights, liquidation, exchange of shares, repurchase of shares, change in corporate structure, or similar event, of or by the Company.
- (f) "Change of Control" means, any of the following:

- (i) the acquisition by any Person of Beneficial Ownership of Voting Securities which, when added to the Voting Securities then Beneficially Owned by such Person, would result in such Person Beneficially Owning 33% or more of the combined Voting Power of the Company's then outstanding Voting Securities; *provided, however*, that for purposes of this paragraph (i), a Person shall not be deemed to have made an acquisition of Voting Securities if such Person: (1) acquires Voting Securities as a result of a stock split, stock dividend or other corporate restructuring in which all stockholders of the class of such Voting Securities are treated on a pro rata basis; (2) acquires the Voting Securities directly from the Company; (3) becomes the Beneficial Owner of 33% or more of the combined Voting Power of the Company's then outstanding Voting Securities solely as a result of the acquisition of Voting Securities by the Company or any Subsidiary which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by such Person, provided that if (x) a Person would own at least such percentage as a result of the acquisition by the Company or any Subsidiary and (y) after such acquisition by the

Company or any Subsidiary, such Person acquires Voting Securities, then an acquisition of Voting Securities shall have occurred; (4) is the Company or any corporation or other Person of which a majority of its voting power or its equity securities or equity interest is owned directly or indirectly by the Company (a "Controlled Entity"); or (5) acquires Voting Securities in connection with a "Non-Control Transaction" (as defined in paragraph (iii) below); or

(ii) the individuals who, as of the Effective Date, are members of the Board (the "Incumbent Board") cease for any reason to constitute at least two-thirds of the Board; *provided, however*, that if either the election of any new director or the nomination for election of any new director by the Company's stockholders was approved by a vote of at least two-thirds of the Incumbent Board prior to such election or nomination, such new director shall be considered as a member of the Incumbent Board; *provided further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened "Election Contest" (as described in Rule 14a-11 promulgated under the 1934 Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest") including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; or

(iii) consummation of:

(A) a merger, consolidation or reorganization involving the Company (a "Business Combination"), unless

(1) the stockholders of the Company, immediately before the Business Combination, own, directly or indirectly immediately following the Business Combination, at least a majority of the combined voting power of the outstanding voting securities of the corporation resulting from the Business Combination (the "Surviving Corporation") in substantially the same proportion as their ownership of the Voting Securities immediately before the Business Combination, and

(2) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for the Business Combination constitute at least a majority of the members of the Board of Directors of the Surviving Corporation, and

(3) no Person (other than the Company or any Controlled Entity, a trustee or other fiduciary holding securities under one or more employee benefit plans or arrangements (or any trust forming a part thereof) maintained by the Company, the Surviving Corporation or any Controlled Entity, or any Person who, immediately prior to the Business Combination, had Beneficial Ownership of 33% or more of the then outstanding Voting Securities) has Beneficial Ownership of 33% or more of the combined voting power of the Surviving Corporation's then outstanding voting securities (a Business Combination satisfying the conditions of clauses (1), (2) and (3) of this subparagraph (A) shall be referred to as a "Non-Control Transaction");

(B) a complete liquidation or dissolution of the Company; or

(C) the sale or other disposition of all or substantially all of the assets of the Company (other than a transfer to a Controlled Entity).

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because 33% or more of the then outstanding Voting Securities is Beneficially Owned by (x) a trustee or other fiduciary holding securities under one or more employee benefit plans or arrangements (or any trust forming a part thereof) maintained by the Company or any Controlled Entity or (y) any corporation which, immediately prior to its acquisition of such interest, is owned directly or indirectly by the

stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition.

- (g) "Committee" means the committee of the Board appointed pursuant to Article 4.
- (h) "Company" means CommScope, Inc., a Delaware corporation.
- (i) "Director's Shares" means the shares of Stock awarded to a nonemployee director of the Company pursuant to Article 6(g).
- (j) "Disability" means a mental or physical condition which, in the opinion of the Committee, renders a Grantee unable or incompetent to carry out the job responsibilities which such Grantee held or the duties to which such Grantee was assigned at the time the disability was incurred, and which is expected to be permanent or for an indefinite duration.
- (k) "Effective Date" means the date that the Plan is adopted by the Board.
- (l) "Fair Market Value" of any security of the Company or any other issuer means, as of any applicable date:
 - (i) if the security is listed for trading on the New York Stock Exchange, the closing price at the close of the primary trading session of the security on such date on the New York Stock Exchange, or if there has been no such closing price of the security on such date, on the next preceding date on which there was such a closing price, or
 - (ii) if the security is not so listed, but is listed on another national securities exchange, the closing price at the close of the primary trading session of the security on such date on such exchange, or if there has been no such closing price of the security on such date, on the next preceding date on which there was such a closing price, or
 - (iii) if the security is not listed for trading on the New York Stock Exchange or on another national securities exchange, the last sale price at the end of normal market hours of the security on such date as quoted on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or, if no such price shall have been so quoted for such date, on the next preceding date for which such price was so quoted, or
 - (iv) if the security is not listed for trading on a national securities exchange or is not authorized for quotation on NASDAQ, the fair market value of the security as determined in good faith by the Committee, and in the case of Incentive Stock Options, in accordance with Section 422 of the Internal Revenue Code.
- (m) "Grant Date" means the date of grant of an Award determined in accordance with Article 6.
- (n) "Grantee" means an individual who has been granted an Award.
- (o) "Incentive Stock Option" means an Option satisfying the requirements of Section 422 of the Internal Revenue Code and designated by the Committee as an Incentive Stock Option.
- (p) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and regulations and rulings thereunder. References to a particular Section of the Internal Revenue Code shall include references to successor provisions.
- (q) "Measuring Period" has the meaning specified in Article 6(f)(ii)(B).

- (r) “Minimum Consideration” means the \$.01 par value per share of Stock or such larger amount determined pursuant to resolution of the Board to be capital within the meaning of Section 154 of the Delaware General Corporation Law.
- (s) “1934 Act” means the Securities Exchange Act of 1934, as amended.
- (t) “Nonqualified Stock Option” means an Option which is not an Incentive Stock Option or other type of statutory stock option under the Internal Revenue Code.
- (u) “Option” means an option to purchase Stock granted or issued under the Plan, including Substitute and Spin-off Options.
- (v) “Option Price” means the per share purchase price of (i) Stock subject to an Option or (ii) restricted Stock subject to an Option.
- (w) “Performance-Based Compensation” means any Option or Award that is intended to constitute “performance based compensation” within the meaning of Section 162(m)(4)(C) of the Internal Revenue Code and the regulations promulgated thereunder.
- (x) “Performance Percentage” has the meaning specified in Article 6(f)(ii)(C).
- (y) “Person” means a person within the meaning of Sections 13(d) and 14(d) of the 1934 Act.
- (z) “Plan” has the meaning set forth in Article 1(a).
- (aa) “SEC” means the Securities and Exchange Commission.
- (bb) “Section 16 Grantee” means a person subject to potential liability with respect to equity securities of the Company under Section 16(b) of the 1934 Act.
- (cc) “Spin-off Option” means an Option that has been issued under this Plan to certain named persons pursuant to the Employee Benefits Allocation Agreement between General Semiconductor, Inc. (“GS”), CommScope, Inc. and the Company, dated June 25, 1997, as amended, modified, or otherwise supplemented (the “Benefits Agreement”).
- (dd) “Stock” means common stock, par value \$.01 per share, of the Company.
- (ee) “Subsidiary” means (i) except as provided in subsection (ii) below, any corporation which is a subsidiary corporation within the meaning of Section 424(f) of the Internal Revenue Code with respect to the Company, and (ii) in relation to the eligibility to receive Options or Awards other than Incentive Stock Options, any entity, whether or not incorporated, in which the Company directly or indirectly owns either (A) Voting Securities possessing at least 50% of the Voting Power of such entity, or (B) if such entity does not issue Voting Securities, at least 50% of the ownership interests in such entity.
- (ff) “Substitute Option” means an Option that has been issued under this Plan to certain persons pursuant to the Benefits Agreement.
- (gg) “10% Owner” means a person who owns stock (including stock treated as owned under Section 424(d) of the Internal Revenue Code) possessing more than 10% of the Voting Power of the Company.
- (hh) “Termination of Employment” occurs the first day on which an individual is for any reason no longer employed by, or providing services to, the Company or any of its Subsidiaries, or with respect to an individual who is an employee of a Subsidiary, the first day on which the Company no longer owns Voting Securities possessing at least 50% of the Voting Power of such Subsidiary.

- (ii) "Voting Power" means the combined voting power of the then outstanding Voting Securities.
- (jj) "Voting Securities" means, with respect to the Company or any Subsidiary, any securities issued by the Company or such Subsidiary, respectively, which generally entitle the holder thereof to vote for the election of directors of the Company.

3. Scope of the Plan.

(a) *Number of Shares Available Under the Plan.* The maximum number of shares of Stock that may be made the subject of Awards granted under the Plan is 11,100,000 plus the number of shares of Stock that are covered by Substitute Options and Spin-off Options (or the number and kind of shares of Stock or other securities to which such shares of Stock are adjusted upon a Change in Capitalization pursuant to Article 18); *provided, however*, that in the aggregate, not more than 1,100,000 shares of Stock may be made the subject of Awards other than Options. The maximum number of shares of Stock that may be the subject of Options (other than Substitute Options and Spin-off Options) and Awards granted to any individual pursuant to the Plan in any three (3) calendar year period may not exceed 750,000. The maximum dollar amount of cash or the Fair Market Value of Stock that any individual may receive in any calendar year in respect of performance units denominated in dollars may not exceed \$2,000,000. The Company shall reserve for the purpose of the Plan, out of its authorized but unissued shares of Stock or out of shares held in the Company's treasury, or partly out of each, such number of shares as shall be determined by the Board. The Board shall have the authority to cause the Company to purchase from time to time shares of Stock to be held as treasury shares and used for or in connection with Awards. The issuance of Substitute Options and Spin-off Options shall not reduce the shares available for grants under the Plan or to a Grantee in any calendar year.

(b) *Reduction in the Available Shares in Connection with Award Grants.* Upon the grant of an Award, the number of shares of Stock available under Article 3(a) for the granting of further Awards shall be reduced as follows:

(i) *Generally.* In connection with the granting of each Award, other than a performance unit denominated in dollars, the number of shares of Stock available under Article 3(a) for the granting of further Awards shall be reduced by a number of shares equal to the number of shares of Stock in respect of which the Award is granted or denominated; *provided, however*, that if any Award is exercised by tendering shares of Stock, either actually or by attestation, to the Company as full or partial payment of the exercise price, the maximum number of shares of Stock available under Article 3(a) shall be increased by the number of shares of Stock so tendered.

(ii) *Performance Units Denominated in Dollars.* In connection with the granting of a performance unit denominated in dollars, there shall be no reduction in the number of shares of Stock available under Article 3(a) for the granting of further Awards. If a performance unit denominated in dollars is settled in Stock, the number of shares of Stock available under Article 3(a) for the granting of further Awards shall be reduced at the time of settlement by the number of shares of Stock issued in connection with the settlement of the performance unit.

(iii) *Cash Settlement; Shares Subject to Multiple Awards.* Notwithstanding anything contained herein to the contrary, (A) if an Award is granted that cannot be settled in shares of Stock, there shall be no reduction in the number of shares of Stock available under Article 3(a) for the granting of further Awards, and (B) where two or more Awards are granted with respect to the same shares of Stock, such shares shall be taken into account only once for purposes of this Article 3(b).

(c) *Effect of the Expiration, Termination, Cancellation or Settlement of Awards.* If and to the extent an Option or Award (including a Substitute Option or a Spin-off Option) expires, terminates or is canceled, settled in cash (including the settlement of tax withholding obligations using shares of Stock) or forfeited for any reason without having been exercised in full (including, without limitation, a cancellation of an Option pursuant to Article 4(c)(vi)), the shares of Stock associated with the expired, terminated, canceled, settled or forfeited portion of the Award (to the extent the number of shares available for the granting of Awards was reduced pursuant to Article 3(b)) shall again become available for Awards under the Plan.

4. Administration.

(a) *Committee Administration.* The Plan shall be administered by the Committee, which shall consist of not less than two “non-employee directors” within the meaning of Rule 16b-3, and to the extent necessary for any Award intended to qualify as Performance-Based Compensation to so qualify, each member of the Committee shall be an “outside director” within the meaning of Section 162(m) of the Internal Revenue Code. For purposes of the preceding sentence, if one or more members of the Committee is not a “non-employee director” within the meaning of Rule 16b-3 and an “outside director” within the meaning of Section 162(m) of the Internal Revenue Code but recuses himself or herself or abstains from voting with respect to a particular action taken by the Committee, then the Committee, with respect to that action, shall be deemed to consist only of the members of the Committee who have not recused themselves or abstained from voting.

(b) *Board Reservation and Delegation.* Except to the extent necessary for any Award intended to qualify as Performance-Based Compensation to so qualify, the Board may, in its discretion, reserve to itself or exercise any or all of the authority and responsibility of the Committee hereunder and may also delegate to another committee of the Board any or all of the authority and responsibility of the Committee with respect to Awards to Grantees who are not Section 16 Grantees at the time any such delegated authority or responsibility is exercised. Such other committee may consist of one or more directors who may, but need not be, officers or employees of the Company or of any of its Subsidiaries. To the extent that the Board has reserved to itself, or exercised the authority and responsibility of the Committee, or delegated the authority and responsibility of the Committee to such other committee, all references to the Committee in the Plan shall be to the Board or to such other committee.

(c) *Committee Authority.* The Committee shall have full and final authority, in its discretion, but subject to the express provisions of the Plan, as follows:

(i) to grant Awards,

(ii) to determine (A) when Awards may be granted, and (B) whether or not specific Awards shall be identified with other specific Awards, and if so, whether they shall be exercisable cumulatively with, or alternatively to, such other specific Awards,

(iii) to issue Substitute Options and Spin-off Options,

(iv) to interpret the Plan and to make all determinations necessary or advisable for the administration of the Plan,

(v) to prescribe, amend, and rescind rules and regulations relating to the Plan, including, without limitation, rules with respect to the exercisability and nonforfeitability of Awards upon the Termination of Employment of a Grantee,

(vi) to determine the terms and provisions of the Award Agreements, which need not be identical and, with the consent of the Grantee, to modify any such Award Agreement at any time,

(vii) to cancel, with the consent of the Grantee, outstanding Awards,

(viii) except with respect to Nonqualified Stock Options granted to nonemployee directors pursuant to Article 6(b)(ii)(A) hereof, to accelerate the exercisability of, and to accelerate or waive any or all of the restrictions and conditions applicable to, any Award,

(ix) to authorize any action of or make any determination by the Company as the Committee shall deem necessary or advisable for carrying out the purposes of the Plan, and

(x) to impose such additional conditions, restrictions, and limitations upon the grant, exercise or retention of Awards as the Committee may, before or concurrently with the grant thereof, deem appropriate, including, without limitation, requiring simultaneous exercise of related identified Awards, and limiting the percentage of Awards which may from time to time be exercised by a Grantee.

Notwithstanding anything herein to the contrary, the exercise price of outstanding Options may not be decreased (except pursuant to Article 19 of the Plan) and Options may not be cancelled or forfeited and re-granted to effect the same result. Notwithstanding anything herein to the contrary, with respect to Grantees working outside the United States, the Committee may determine the terms and provisions of the Award Agreements and make such adjustments or modifications to Awards as are necessary and advisable to fulfill the purposes of the Plan.

(d) *Committee Determinations Final.* The determination of the Committee on all matters relating to the Plan or any Award Agreement shall be conclusive and final. No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award.

5. Eligibility.

Awards may be granted to any employee of the Company or any of its Subsidiaries, and Nonqualified Stock Options may be granted to nonemployee directors of the Company pursuant to Article 6(b)(ii)(B), and shares of restricted Stock may be granted to nonemployee directors of the Company pursuant to Article 6(d). In selecting the individuals to whom Awards may be granted, as well as in determining the number of shares of Stock subject to, and the other terms and conditions applicable to, each Award, the Committee shall take into consideration such factors as it deems relevant in promoting the purposes of the Plan. In addition, Nonqualified Stock Options will be automatically granted to nonemployee directors of the Company, as set forth in Article 6(b)(ii)(A), and Director's Shares will be automatically issued to nonemployee directors of the Company pursuant to Article 6(g).

6. Conditions to Grants.

(a) General Conditions.

(i) The Grant Date of an Award shall be the date on which the Committee grants the Award or such later date as specified in advance by the Committee.

(ii) The term of each Award (subject to Article 6(c) with respect to Incentive Stock Options) shall be a period of not more than ten years from the Grant Date and shall be subject to earlier termination as provided herein or in the applicable Award Agreement; *provided, however*, that the Committee may provide that an Option (other than an Incentive Stock Option) may, upon the death of the Grantee, be exercised for up to one year following the date of the Grantee's death even if such period extends beyond ten years from the date the Option is granted.

(iii) A Grantee may, if otherwise eligible, be granted additional Awards in any combination.

(iv) The Committee may grant Awards with terms and conditions which differ among the Grantees thereof. To the extent not set forth in the Plan, the terms and conditions of each Award shall be set forth in an Award Agreement.

(b) *Grant of Options and Option Price.* The Committee may, in its discretion, and shall as provided in Article 6(b)(ii), grant Options as follows:

(i) *Employee Options.* Options to acquire unrestricted Stock or restricted Stock may be granted to any employee eligible under Article 5 to receive Awards. No later than the Grant Date of any Option, the Committee shall determine the Option Price which shall not be less than 100% of the Fair Market Value of the Stock on the Grant Date.

(ii) *Nonemployee Director Options.*

(A). *Automatic Grants.* Nonqualified Stock Options with respect to 20,000 shares of unrestricted Stock shall be granted to each nonemployee director of the Company upon his or her initial election to the Board and every three years thereafter on the anniversary of such nonemployee director's initial election to the Board as long as such nonemployee director is then still serving on the Board.

(B). *Discretionary Grants .* Nonqualified Stock Options to acquire unrestricted or restricted stock may be granted to nonemployee directors of the Company from time to time.

(C). *Terms Applicable to all Nonemployee Director Options.* Each Nonqualified Stock Option granted to a nonemployee director will be granted at an Option Price equal to 100% of the Fair Market Value of the Stock on the Grant Date, will become exercisable with respect to one-third of the underlying shares on each of the first, second and third anniversaries of the Grant Date, and will have a term of ten years. If a nonemployee director ceases to serve as a director of the Company for any reason, any Nonqualified Stock Option granted to such nonemployee director shall be exercisable during its remaining term, to the extent that such Nonqualified Stock Option was exercisable on the date such nonemployee director ceased to be a director.

(c) *Grant of Incentive Stock Options.* At the time of the grant of any Option, the Committee may designate that such Option shall be an Incentive Stock Option. Any Option designated as an Incentive Stock Option:

(i) shall have an Option Price of (A) not less than 100% of the Fair Market Value of the Stock on the Grant Date or (B) in the case of a 10% Owner, not less than 110% of the Fair Market Value of the Stock on the Grant Date;

(ii) shall have a term of not more than ten years (five years, in the case of a 10% Owner) from the Grant Date, and shall be subject to earlier termination as provided herein or in the applicable Award Agreement;

(iii) shall, if, with respect to any grant, the aggregate Fair Market Value of Stock (determined on the Grant Date) of all Incentive Stock Options granted under the Plan and "incentive stock options" (within the meaning of Section 422 of the Internal Revenue Code) granted under any other stock option plan of the Grantee's employer or any parent or subsidiary thereof (in either case determined without regard to this Article 6(c)) are exercisable for the first time during any calendar year exceeds \$100,000, be treated as Nonqualified Stock Options. For purposes of the foregoing sentence, Incentive Stock Options shall be treated as Nonqualified Stock Options according to the order in which they were granted such that the most recently granted Incentive Stock Options are first treated as Nonqualified Stock Options.

(iv) shall be granted within ten years from the earlier of the date the Plan is adopted by the Board or the date the Plan is approved by the stockholders of the Company; and

(v) shall require the Grantee to notify the Committee of any disposition of any Stock issued pursuant to the exercise of the Incentive Stock Option under the circumstances described in Section 421(b) of the Internal Revenue Code (relating to certain disqualifying dispositions), within ten days of such disposition.

(d) *Grant of Shares of Restricted Stock.*

(i) The Committee may, in its discretion, grant shares of restricted Stock to any individual eligible under Article 5 to receive Awards.

(ii) Before the grant of any shares of restricted Stock, the Committee shall determine, in its discretion:

(A) whether the certificates for such shares shall be delivered to the Grantee or held (together with a stock power executed in blank by the Grantee) in escrow by the Secretary of the Company until such shares become nonforfeitable or are forfeited;

(B) the per share purchase price of such shares, which may be zero; *provided, however*, that the per share purchase price of all such shares (other than treasury shares) shall not be less than the Minimum Consideration for each such share;

(C) the restrictions applicable to such grant and the time or times upon which any applicable restrictions on the restricted Stock shall lapse; *provided, however*, that except in the case of shares of restricted Stock issued in full or partial settlement of another Award or other earned compensation, or in the event of the Grantee's Termination of Employment, as determined by the Committee and set forth in an Award Agreement, such restrictions shall not lapse prior to the third anniversary of the Grant Date of the restricted Stock; and

(D) whether the payment to the Grantee of dividends, or a specified portion thereof, declared or paid on such shares by the Company shall be deferred until the lapsing of the restrictions imposed upon such shares and shall be held by the Company for the account of the Grantee, whether such dividends shall be reinvested in additional shares of restricted Stock (to the extent shares are available under Article 3) subject to the same restrictions and other terms as apply to the shares with respect to which such dividends are issued or otherwise reinvested in Stock or held in escrow, whether interest will be credited to the account of the Grantee with respect to any dividends which are not reinvested in restricted or unrestricted Stock, and whether any Stock dividends issued with respect to the restricted Stock to be granted shall be treated as additional shares of restricted Stock.

(iii) Payment of the purchase price (if greater than zero) for shares of restricted Stock shall be made in full by the Grantee before the delivery of such shares and, in any event, no later than ten days after the Grant Date for such shares. Such payment may be made, as determined by the Committee in its discretion, in any one or any combination of the following:

(A) cash; or

(B) with the prior approval of the Committee, shares of restricted or unrestricted Stock owned by the Grantee prior to such grant and valued at its Fair Market Value on the business day immediately preceding the date of payment;

provided, however, that, in the case of payment in shares of restricted or unrestricted Stock, if the purchase price for restricted Stock (“New Restricted Stock”) is paid with shares of restricted Stock (“Old Restricted Stock”), the restrictions applicable to the New Restricted Stock shall be the same as if the Grantee had paid for the New Restricted Stock in cash unless, in the judgment of the Committee, the Old Restricted Stock was subject to a greater risk of forfeiture, in which case a number of shares of New Restricted Stock equal to the number of shares of Old Restricted Stock tendered in payment for New Restricted Stock shall be subject to the same restrictions as the Old Restricted Stock, determined immediately before such payment.

(iv) The Committee may, but need not, provide that all or any portion of a Grantee’s Award of restricted Stock shall be forfeited:

(A) except as otherwise specified in the Award Agreement, upon the Grantee’s Termination of Employment within a specified time period after the Grant Date; or

(B) if the Company or the Grantee does not achieve specified performance goals within a specified time period after the Grant Date and before the Grantee’s Termination of Employment; or

(C) upon failure to satisfy such other restrictions as the Committee may specify in the Award Agreement.

(v) If a share of restricted Stock is forfeited, then:

(A) the Grantee shall be deemed to have resold such share of restricted Stock to the Company at the lesser of (1) the purchase price paid by the Grantee (such purchase price shall be deemed to be zero dollars (\$0) if no purchase price was paid) or (2) the Fair Market Value of a share of Stock on the date of such forfeiture;

(B) the Company shall pay to the Grantee the amount determined under clause (A) of this sentence, if not zero, as soon as is administratively practicable, but in any case within 90 days after forfeiture; and

(C) such share of restricted Stock shall cease to be outstanding, and shall no longer confer on the Grantee thereof any rights as a stockholder of the Company, from and after the date of the Company’s tender of the payment specified in clause (B) of this sentence, whether or not such tender is accepted by the Grantee, or the date the restricted Stock is forfeited if no purchase price was paid for the restricted Stock.

(vi) Any share of restricted Stock shall bear an appropriate legend specifying that such share is non-transferable and subject to the restrictions set forth in the Plan and the Award Agreement. If any shares of restricted Stock become nonforfeitable, the Company shall cause certificates for such shares to be issued or reissued without such legend and delivered to the Grantee or, at the request of the Grantee, shall cause such shares to be credited to a brokerage account specified by the Grantee.

(e) *Grant of Performance Units and Performance Shares.*

(i) The Committee may, in its discretion, grant performance units or performance shares to any employee eligible under Article 5 to receive Awards.

(ii) Before the grant of any performance unit or performance share, the Committee shall:

(A) designate a period, of not less than one year nor more than five years, for the measurement of the extent to which performance goals are attained (the “Measuring Period”);

(B) determine performance goals applicable to such grant; *provided, however*, that the performance goals with respect to a Measuring Period shall be established in writing by the Committee by the earlier of (x) the date on which a quarter of the Measuring Period has elapsed or (y) the date which is ninety (90) days after the commencement of the Measuring Period, and in any event while the performance relating to the performance goals remain substantially uncertain; and

(C) assign a “Performance Percentage” to each level of attainment of performance goals during the Measuring Period, with the percentage applicable to minimum attainment being zero percent (0%) and the percentage applicable to optimum attainment to be determined by the Committee from time to time.

(iii) The performance goals applicable to performance units or performance shares shall, in the discretion of the Committee, be based on stock price, earnings per share, operating income, return on equity or assets, cash flow, EBITDA, revenues, overall revenue or sales growth, expense reduction or management, market position, total shareholder return, return on investment, earnings before interest and taxes (EBIT), net income, return on net assets, economic value added, shareholder value added, cash flow return on investment, net operating profit, net operating profit after tax, return on capital, and return on invested capital, or any combination of the foregoing. Such performance goals may be absolute or relative (to prior performance or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range. At the time of the granting of performance units or performance shares, or at any time thereafter, in either case to the extent permitted under Section 162(m) of the Internal Revenue Code and the regulations thereunder without adversely affecting the treatment of the performance unit or performance share as Performance-Based Compensation, the Committee may provide for the manner in which performance will be measured against the performance goals (or may adjust the performance goals) to reflect the impact of specified corporate transactions, special charges, foreign currency effects, accounting or tax law changes and other extraordinary or nonrecurring events.

(iv) Prior to the vesting, payment, settlement or lapsing of any restrictions with respect to any performance unit or performance share that is intended to constitute Performance-Based Compensation made to a Grantee who is subject to Section 162(m) of the Internal Revenue Code, the Committee shall certify in writing that the applicable performance goals have been satisfied.

(v) Unless otherwise expressly stated in the relevant Award Agreement, each performance unit and performance share granted under the Plan is intended to be Performance-Based Compensation and the Committee shall interpret and administer the applicable provisions of the Plan in a manner consistent therewith. Any provisions inconsistent with such treatment shall be inoperative and shall not adversely affect the treatment of performance units or performance shares granted hereunder as Performance-Based Compensation. The Committee shall not be entitled to exercise any discretion otherwise authorized hereunder with respect to such performance unit or performance share if the ability to exercise such discretion or the exercise of such discretion itself would cause the compensation attributable to such performance unit or performance share to fail to qualify as Performance-Based Compensation.

(f) *Grant of Phantom Stock.* The Committee may, in its discretion, grant shares of phantom stock to any employee who is eligible under Article 5 to receive Awards. Such phantom stock shall be subject to the terms and conditions established by the Committee and set forth in the applicable Award Agreement.

(g) *Grant of Director's Shares.* There shall be granted Director's Shares with respect to 1,000 shares of Stock to each nonemployee director of the Company upon his or her initial election to the Board. Director's Shares shall be fully vested and transferable upon issuance.

(h) *Tandem Awards.* The Committee may grant and identify any Award with any other Award granted under the Plan ("Tandem Award"), other than a Substitute Option or a Spin-off Option, on terms and conditions determined by the Committee.

7. *Non-transferability.*

Unless set forth in the applicable Award Agreement with respect to Awards other than Incentive Stock Options, no Award (other than an Award of restricted Stock) granted hereunder shall by its terms be assignable or transferable except by will or the laws of descent and distribution or, in the case of an Option other than an Incentive Stock Option, pursuant to a domestic relations order (within the meaning of Rule 16a-12 promulgated under the Exchange Act). An Option may be exercised during the lifetime of a Grantee only by the Grantee or his or her guardian or legal representatives or, except as would cause an Incentive Stock Option to lose its status as such, by a bankruptcy trustee. Notwithstanding the foregoing, the Committee may set forth in the Award Agreement evidencing an Award (other than an Incentive Stock Option) at the time of grant or thereafter, that the Award may be transferred to members of the Grantee's immediate family, to trusts solely for the benefit of such immediate family members and to partnerships in which such family members and/or trusts are the only partners, and for purposes of this Plan, a transferee of an Award shall be deemed to be the Grantee. For this purpose, immediate family means the Grantee's spouse, parents, children, stepchildren and grandchildren and the spouses of such parents, children, stepchildren and grandchildren. The terms of an Award shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs and successors of the Grantee. Each share of restricted Stock shall be non-transferable until such share becomes nonforfeitable.

8. *Exercise.*

(a) *Exercise of Options.* Subject to Articles 4(c)(viii), 12 and 13 and such terms and conditions as the Committee may impose, each Option shall be exercisable in one or more installments commencing not earlier than the first anniversary of the Grant Date of such Option; *provided, however,* that all Options held by each Grantee shall become fully (100%) vested and exercisable upon the occurrence of a Change of Control regardless of whether the acceleration of the exercisability of such Options would cause such Options to lose their eligibility for treatment as Incentive Stock Options. Notwithstanding the foregoing, Options may not be exercised by a Grantee for such period of time following a hardship distribution to the Grantee, to the extent such exercise is prohibited under the applicable provisions of the Internal Revenue Code and any authority thereunder. Each Option shall be exercised by delivery to the Company of written notice of intent to purchase a specific number of shares of Stock subject to the Option. The Option Price of any shares of Stock as to which an Option shall be exercised shall be paid in full at the time of the exercise. Payment may be made, as determined by the Committee in its discretion with respect to Options granted to eligible employees and in all cases with respect to Options granted to nonemployee directors pursuant to Article 6(b)(ii), in any one or any combination of the following:

(i) cash,

(ii) shares of unrestricted Stock held by the Grantee for at least six months (or such lesser period as may be permitted by the Committee) prior to the exercise of the Option, and valued at its Fair Market Value on the last business day immediately preceding the date of exercise, or

(iii) through simultaneous sale through a broker of shares of unrestricted Stock acquired on exercise, as permitted under Regulation T of the Federal Reserve Board.

Shares of unrestricted Stock acquired by a Grantee on exercise of an Option shall be delivered to the Grantee or, at the request of the Grantee, shall be credited directly to a brokerage account specified by the Grantee.

(b) *Exercise of Performance Units.* (i) Subject to Articles 4(c)(viii), 12 and 13 and such terms and conditions as the Committee may impose, and unless otherwise provided in the applicable Award Agreement, if, with respect to any performance unit, the Committee has determined in accordance with Article 6(f)(iv) that the minimum performance goals have been achieved during the applicable Measuring Period, then such performance unit shall be deemed exercised on the date on which it first becomes exercisable.

(ii) The benefit for each performance unit exercised shall be an amount equal to the product of

(A) the Unit Value (as defined below), multiplied by

(B) the Performance Percentage attained during the Measuring Period for such performance unit.

(iii) The Unit Value shall be, as specified by the Committee,

(A) a dollar amount,

(B) an amount equal to the Fair Market Value of a share of Stock on the Grant Date,

(C) an amount equal to the Fair Market Value of a share of Stock on the exercise date of the performance unit, plus, if so provided in the Award Agreement, an amount (“Dividend Equivalent Amount”) equal to the Fair Market Value of the number of shares of Stock that would have been purchased if each dividend paid on a share of Stock on or after the Grant Date and on or before the exercise date were invested in shares of Stock at a purchase price equal to its Fair Market Value on the respective dividend payment date, or

(D) an amount equal to the Fair Market Value of a share of Stock on the exercise date of the performance unit (plus, if so specified in the Award Agreement, a Dividend Equivalent Amount), reduced by the Fair Market Value of a share of Stock on the Grant Date of the performance unit.

(iv) The benefit upon the exercise of a performance unit shall be payable as soon as is administratively practicable (but in any event within 90 days) after the later of (A) the date the Grantee is deemed to exercise such performance unit, or (B) the date (or dates in the event of installment payments) as provided in the applicable Award Agreement. Such benefit shall be payable in cash, except that the Committee, with respect to any particular exercise, may, in its discretion, pay benefits wholly or partly in Stock delivered to the Grantee or credited to a brokerage account specified by the Grantee. The number of shares of Stock payable in lieu of cash shall be determined by valuing the Stock at its Fair Market Value on the business day next preceding the date such benefit is to be paid.

(c) *Payment of Performance Shares.* Subject to Articles 4(c)(vii), 12 and 13 and such terms and conditions as the Committee may impose, and unless otherwise provided in the applicable Award Agreement, if the Committee has determined in accordance with Article 6(f)(iv) that the minimum performance goals with respect to an Award of performance shares have been achieved during the applicable Measuring Period, then the Company shall pay to the Grantee of such

Award (or, at the request of the Grantee, deliver to a brokerage account specified by the Grantee) shares of Stock equal in number to the product of the number of performance shares specified in the applicable Award Agreement multiplied by the Performance Percentage achieved during such Measuring Period, except to the extent that the Committee in its discretion determines that cash be paid in lieu of some or all of such shares of Stock. The amount of cash payable in lieu of a share of Stock shall be determined by valuing such share at its Fair Market Value on the business day next preceding the date such cash is to be paid. Payments pursuant to this Article 8(d) shall be made as soon as administratively practicable (but in any event within 90 days) after the end of the applicable Measuring Period. Any performance shares with respect to which the performance goals have not been achieved by the end of the applicable Measuring Period shall expire.

(d) *Payment of Phantom Stock Awards.* Upon the vesting of a phantom stock Award, the Grantee shall be entitled to receive a cash payment in respect of each share of phantom stock which shall be equal to the Fair Market Value of a share of Stock as of the date the phantom stock Award was granted, or such other date as determined by the Committee at the time the phantom stock Award was granted. The Committee may, at the time a phantom stock Award is granted, provide a limitation on the amount payable in respect of each share of phantom stock. In lieu of a cash payment, the Committee may settle phantom stock Awards with shares of Stock having a Fair Market Value equal to the cash payment to which the Grantee has become entitled.

(e) *Exercise, Cancellation, Expiration or Forfeiture of Tandem Awards.* Upon the exercise, cancellation, expiration, forfeiture or payment in respect of any Award which is identified with any Tandem Award pursuant to Article 6(i), the Tandem Award shall automatically terminate to the extent of the number of shares in respect of which the Award is so exercised, cancelled, expired, forfeited or paid, unless otherwise provided by the Committee at the time of grant of the Tandem Award or thereafter.

9. *Spin-off and Substitute Options.*

Spin-off Options and Substitute Options shall be issued under this Plan pursuant to and in accordance with the terms of the Benefits Agreement. Spin-off Options and Substitute Options shall be governed by the terms of the Plan to the extent that the terms of the Plan do not conflict with the terms of the agreements evidencing the Spin-off Options and Substitute Options.

10. *Effect of Certain Transactions.*

With respect to any Award which relates to Stock, in the event of (i) the liquidation or dissolution of the Company or (ii) a merger or consolidation of the Company (a "Transaction"), the Plan and the Awards issued hereunder shall continue in effect in accordance with their respective terms, except that following a Transaction either (i) each outstanding Award shall be treated as provided for in the agreement entered into in connection with the Transaction (the "Transaction Agreement") or (ii) if not so provided in the Transaction Agreement, each Grantee shall be entitled to receive in respect of each share of Stock subject to any outstanding Awards, upon the vesting, payment or exercise of the Award (as the case may be), the same number and kind of stock, securities, cash, property, or other consideration that each holder of a share of Stock was entitled to receive in the Transaction in respect of a share of Stock.

11. *Mandatory Withholding Taxes.*

The Company shall have the right to deduct from any distribution of cash to any Grantee an amount equal to the federal, state and local income taxes and other amounts as may be required by law to be withheld (the "Withholding Taxes") with respect to any Award. If a Grantee is to experience a taxable event in connection with (i) the receipt of an Award, (ii) the receipt of shares pursuant to an

Option exercise, (iii) the vesting or payment of another type of Award or (iv) any other event in connection with the Plan (a “Taxable Event”), the Grantee shall pay the Withholding Taxes to the Company prior to the issuance, or release from escrow, of such Award or shares or vesting or payment of such Award or occurrence of such event, as applicable. Payment of the applicable Withholding Taxes may be made, as determined by the Committee in its discretion, in any one or any combination of (i) cash, (ii) shares of restricted or unrestricted Stock owned by the Grantee prior to the Taxable Event and valued at its Fair Market Value on the business day immediately preceding the date of exercise, or (iii) by making a Tax Election (as described below). For purposes of this Article 11, the Committee may provide in the Award Agreement at the time of grant, or at any time thereafter, that the Grantee, in satisfaction of the obligation to pay Withholding Taxes to the Company, may elect to have withheld a portion of the shares then issuable to him or her having an aggregate Fair Market Value equal to the Withholding Taxes.

12. Termination of Employment.

The Award Agreement pertaining to each Award shall set forth the terms and conditions applicable to such Award upon a Termination of Employment of the Grantee by the Company, a Subsidiary or an operating division or unit, which, except for Options granted to nonemployee directors pursuant to Article 6(b)(ii)(A), shall be as the Committee may, in its discretion, determine at the time the Award is granted or thereafter.

13. Securities Law Matters.

(a) If the Committee deems it necessary to comply with the Securities Act of 1933, the Committee may require a written investment intent representation by the Grantee and may require that a restrictive legend be affixed to certificates for shares of Stock.

(b) If, based upon the opinion of counsel for the Company, the Committee determines that the exercise or nonforfeitability of, or delivery of benefits pursuant to, any Award would violate any applicable provision of (i) federal or state securities law, (ii) the listing requirements of any national securities exchange on which are listed any of the Company’s equity securities or (iii) any other law or regulation, then the Committee may postpone any such exercise, nonforfeitability or delivery, as the case may be, but the Company shall use its best efforts, if applicable, to cause such exercise, nonforfeitability or delivery to comply with all such provisions at the earliest practicable date.

(c) Notwithstanding any provision of the Plan or any Award Agreement to the contrary, no shares of Stock shall be issued to any Grantee in respect of any Award prior to the time a registration statement under the Securities Act of 1933 is effective with respect to such shares.

14. No Funding Required.

Benefits payable under the Plan to any person shall be paid directly by the Company. The Company shall not be required to fund, or otherwise segregate assets to be used for payment of, benefits under the Plan.

15. No Employment Rights.

Neither the establishment of the Plan, nor the granting of any Award shall be construed to (a) give any Grantee the right to remain employed by the Company or any of its Subsidiaries or to any benefits not specifically provided by the Plan or (b) in any manner modify the right of the Company or any of its Subsidiaries to modify, amend, or terminate any of its employee benefit plans.

16. *Rights as a Stockholder.*

A Grantee shall not, by reason of any Award (other than restricted Stock), have any right as a stockholder of the Company with respect to the shares of Stock which may be deliverable upon exercise or payment of such Award until such shares have been delivered to him. Shares of restricted Stock held by a Grantee or held in escrow by the Secretary of the Company shall confer on the Grantee all rights of a stockholder of the Company, except as otherwise provided in the Plan.

17. *Nature of Payments.*

Any and all grants, payments of cash, or deliveries of shares of Stock hereunder shall constitute special incentive payments to the Grantee and shall not be taken into account in computing the amount of salary or compensation of the Grantee for the purposes of determining any pension, retirement, death or other benefits under (a) any pension, retirement, profit-sharing, bonus, life insurance or other employee benefit plan of the Company or any of its Subsidiaries or (b) any agreement between the Company or any Subsidiary, on the one hand, and the Grantee, on the other hand, except as such plan or agreement shall otherwise expressly provide.

18. *Non-Uniform Determinations.*

Neither the Committee's nor the Board's determinations under the Plan need be uniform and may be made by the Committee or the Board selectively among persons who receive, or are eligible to receive, Awards (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, to enter into non-uniform and selective Award Agreements as to (a) the identity of the Grantees, (b) the terms and provisions of Awards, and (c) the treatment of Terminations of Employment.

19. *Adjustments.*

In the event of Change in Capitalization, the Committee shall, in its sole discretion, make equitable adjustment of

- (a) the aggregate number and class of shares of Stock or other stock or securities available under Article 3,
- (b) the number and class of shares of Stock or other stock or securities covered by an Award and to be covered by Options granted to nonemployee directors pursuant to Article 6(b)(ii),
- (c) the Option Price applicable to outstanding Options,
- (d) the terms of performance unit and performance share grants (to the extent permitted under Section 162(m)) of the Internal Revenue Code and the regulations thereunder without adversely affecting the treatment of the performance unit or performance share as Performance-Based Compensation,
- (e) the Fair Market Value of Stock to be used to determine the amount of the benefit payable upon exercise of performance units, performance shares or phantom stock,
- (f) the maximum number and class of shares of Stock or other securities with respect to which Awards may be granted to any individual in any three calendar year period, and
- (g) the number and class of shares of Stock or other securities with respect to which Director Shares are to be granted under Article 6(h).

20. Amendment of the Plan.

The Board may from time to time in its discretion amend or modify the Plan without the approval of the stockholders of the Company, except as such stockholder approval may be required (a) to retain Incentive Stock Option treatment under Section 422 of the Internal Revenue Code, (b) to permit transactions in Stock pursuant to the Plan to be exempt from potential liability under Section 16(b) of the 1934 Act or (c) under the listing requirements of any securities exchange on which any of the Company's equity securities are listed.

21. Termination of the Plan.

The Plan shall terminate on the tenth (10th) anniversary of the Effective Date or at such earlier time as the Board may determine. Any termination, whether in whole or in part, shall not affect any Award then outstanding under the Plan.

22. No Illegal Transactions.

The Plan and all Awards granted pursuant to it are subject to all laws and regulations of any governmental authority which may be applicable thereto; and notwithstanding any provision of the Plan or any Award, Grantees shall not be entitled to exercise Awards or receive the benefits thereof and the Company shall not be obligated to deliver any Stock or pay any benefits to a Grantee if such exercise, delivery, receipt or payment of benefits would constitute a violation by the Grantee or the Company of any provision of any such law or regulation or applicable court order.

23. Governing Law.

Except where preempted by federal law, the law of the State of Delaware shall be controlling in all matters relating to the Plan, without giving effect to the conflicts of law principles thereof.

24. Severability.

If all or any part of the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of the Plan not declared to be unlawful or invalid. Any Article or part of an Article so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Article or part of an Article to the fullest extent possible while remaining lawful and valid.

25. Translations.

Any inconsistency between the terms of the Plan or any Award Agreement and the corresponding translation thereof into a language other than English shall be resolved by reference, solely, to the English language document.

COMMSCOPE, INC.

2006 LONG TERM INCENTIVE PLAN

(Effective May 5, 2006; as amended through February 28, 2007)

1. Purpose.

The purpose of the Plan is to strengthen CommScope, Inc., a Delaware corporation (the "Company"), by providing an incentive to its and its Subsidiaries' (as defined herein) employees, officers, consultants and directors, thereby encouraging them to devote their abilities and industry to the success of the Company's business enterprise. It is intended that this purpose be achieved by extending to employees (including future employees who have received a formal written offer of employment), officers, consultants and directors of the Company and its Subsidiaries an added incentive for high levels of performance and unusual efforts through the grant of Restricted Stock, Restricted Stock Units, Options, Stock Appreciation Rights, Dividend Equivalent Rights, Performance Awards, and Share Awards (as each term is herein defined).

2. Definitions.

For purposes of the Plan:

2.1 "Agreement" means a written or electronic agreement between the Company and a Participant evidencing the grant of an Option or Award and setting forth the terms and conditions thereof.

2.2 "Award" means a grant of Restricted Stock, a Restricted Stock Unit, a Stock Appreciation Right, a Performance Award, a Dividend Equivalent Right, a Share Award or any or all of them.

2.3 "Beneficiary" means an individual designated as a Beneficiary pursuant to Section 20.4.

2.4 "Board" means the Board of Directors of the Company.

2.5 “Change in Capitalization” means any increase or reduction in the number of Shares, any change (including, but not limited to, in the case of a spin-off, dividend or other distribution in respect of Shares, a change in value) in the Shares or any exchange of Shares for a different number or kind of shares or other securities of the Company or another corporation, by reason of a reclassification, recapitalization, merger, consolidation, reorganization, spin-off, split-up, issuance of warrants, rights or debentures, stock dividend, stock split or reverse stock split, cash dividend, property dividend, combination or exchange of shares, repurchase of shares, change in corporate structure or otherwise.

2.6 “Change in Control” means the occurrence of any of the following:

(a) An acquisition (other than directly from the Company) of any voting securities of the Company (the “Voting Securities”) by any “Person” (as the term “person” is used for purposes of Section 13(d) or 14(d) of the Exchange Act), immediately after which such Person has “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of the Company’s then-outstanding Voting Securities; *provided, however*, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a “Related Entity”), (ii) the Company or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(b) The individuals who, as of the effective date of the Plan, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the members of the Board or, following a Merger (as hereinafter defined), the board of directors of (i) the corporation resulting from such Merger (the “Surviving Corporation”), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a “Parent Corporation”) or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; *provided, however*, that, if the election, or nomination for election by the Company’s common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered a member of the Incumbent Board; and *provided, further, however*, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(c) The consummation of:

(i) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a “Merger”), unless such Merger is a “Non-Control Transaction.” A “Non-Control Transaction” shall mean a Merger in which:

(A) the shareholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity, or (4) any Person who, immediately prior to the Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(ii) A complete liquidation or dissolution of the Company; or

(iii) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company’s shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the “Subject Person”) acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Company which, by reducing the number of

Shares or Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons; *provided* that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Company and, after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

2.7 “Chief Executive Officer” means the Chief Executive Officer of the Company.

2.8 “Code” means the Internal Revenue Code of 1986, as amended.

2.9 “Committee” means the Committee which administers the Plan as provided in Section 3.

2.10 “Company” means CommScope, Inc., a Delaware corporation.

2.11 “Director” means a member of the Board.

2.12 “Disability” means a mental or physical condition which, in the opinion of the Committee, renders a Participant unable or incompetent to carry out the job responsibilities which such Participant held or the duties to which such Participant was assigned at the time the disability was incurred, and which is expected to be permanent or for an indefinite duration.

2.13 “ Division” means any of the operating units or divisions of the Company designated as a Division by the Committee.

2.14 “Dividend Equivalent Right” means a right to receive cash or Shares based on the value of dividends that are paid with respect to Shares.

2.15 “Effective Date” means the date of approval of the Plan by the Company’s shareholders’ pursuant to Section 20.5.

2.16 “Eligible Individual” means any of the following individuals: (a) any Director, officer or employee of the Company or a Subsidiary, (b) any individual to whom the Company or a Subsidiary has extended a formal, written offer of employment, and (c) any consultant or advisor of the Company or a Subsidiary.

2.17 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

2.18 “Fair Market Value” on any date means:

(a) if the Shares are listed for trading on the New York Stock Exchange, the closing price at the close of the primary trading session of the Shares on such date on the New York Stock Exchange, or if there has been no such closing price of the Shares on such date, on the next preceding date on which there was such a closing price;

(b) if the Shares are not listed for trading on the New York Stock Exchange, but are listed on another national securities exchange, the closing price at the close of the primary trading session of the Shares on such date on such exchange, or if there has been no such closing price of the Shares on such date, on the next preceding date on which there was such a closing price;

(c) if the Shares are not listed on the New York Stock Exchange or on another national securities exchange, the last sale price at the end of normal market hours of the Shares on such date as quoted on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”) or, if no such price shall have been quoted for such date, on the next preceding date for which such price was so quoted; or

(d) if the Shares are not listed for trading on a national securities exchange or are not authorized for quotation on NASDAQ, the fair market value of the Shares as determined in good faith by the Committee, and in the case of Incentive Stock Options, in accordance with Section 422 of the Code.

2.19 “Full Value Award” means a grant of Restricted Stock, a Restricted Stock Unit, a Performance Award, a Share Award or any or all of them.

2.20 “Incentive Stock Option” means an Option satisfying the requirements of Section 422 of the Code and designated by the Committee as an Incentive Stock Option.

2.21 “Nonemployee Director” means a Director who is a “nonemployee director” within the meaning of Rule 16b-3 promulgated under the Exchange Act.

2.22 “Nonqualified Stock Option” means an Option which is not an

Incentive Stock Option.

2.23 “Option” means a Nonqualified Stock Option and/or an Incentive Stock Option.

2.24 “Outside Director” means a Director who is an “outside director” within the meaning of Section 162(m) of the Code and the regulations promulgated thereunder.

2.25 “Parent” means any corporation which is a “parent corporation” (within the meaning of Section 424(e) of the Code) with respect to the Company.

2.26 “Participant” means a person to whom an Award or Option has been granted under the Plan.

2.27 “Performance Awards” means Performance Share Units, Performance Units, Performance-Based Restricted Stock or any or all of them.

2.28 “Performance-Based Compensation” means any Option or Award that is intended to constitute “performance based compensation” within the meaning of Section 162(m)(4)(C) of the Code and the regulations promulgated thereunder.

2.29 “Performance-Based Restricted Stock” means Shares issued or transferred to an Eligible Individual under Section 9.2.

2.30 “Performance Cycle” means the time period specified by the Committee at the time Performance Awards are granted during which the performance of the Company, a Subsidiary or a Division will be measured.

2.31 “Performance Objectives” means the objectives set forth in Section 9.3 for the purpose of determining the degree of payout and/or vesting of Performance Awards.

2.32 "Performance Share Units" means Performance Share Units granted to an Eligible Individual under Section 9.1.

2.33 "Performance Units" means Performance Units granted to an Eligible Individual under Section 9.1.

2.34 "Plan" means the CommScope, Inc. Long-Term Incentive Plan, as amended from time to time.

2.35 "Prior Plan" means the Amended and Restated CommScope, Inc. 1997 Long-Term Incentive Plan (as amended and restated effective May 7, 2004).

2.36 "Restricted Stock" means Shares issued or transferred to an Eligible Individual pursuant to Section 8.

2.37 "Restricted Stock Units" means rights granted to an Eligible Individual under Section 8 representing a number of hypothetical Shares.

2.38 "Share Award" means an Award of Shares granted pursuant to Section 10.

2.39 "Shares" means the common stock, par value \$.01 per share, of the Company and any other securities into which such shares are changed or for which such shares are exchanged.

2.40 "Stock Appreciation Right" means a right to receive all or some portion of the increase, if any, in the value of the Shares as provided in Section 6 hereof.

2.41 "Subsidiary" means (a) except as provided in subsection (b) below, any corporation which is a subsidiary corporation within the meaning of Section 424(f) of the Code with respect to the Company, and (b) in relation to the eligibility to receive Options or Awards other than Incentive Stock Options and continued employment for purposes of Options and Awards (unless the Committee determines otherwise), any entity, whether or not incorporated, in which the Company directly or indirectly owns at least 50% or more of the outstanding equity or other ownership interests.

2.42 "Ten-Percent Shareholder" means an Eligible Individual who, at the time an Incentive Stock Option is to be granted to him or her, owns (within the meaning of Section 422(b)(6) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, a Parent or a Subsidiary.

2.43 "Termination Date" means the date that is ten (10) years after the Effective Date, unless the Plan is earlier terminated by the Board pursuant to Section 16 hereof.

3. Administration.

3.1 Committees; Procedure. The Plan shall be administered by a Committee which, until the Board appoints a different Committee, shall be the Compensation Committee of the Board. The Committee may adopt such rules, regulations and guidelines as it deems are necessary or appropriate for the administration of the Plan. The Committee shall consist of at least two (2) Directors, each of whom shall be a Nonemployee Director and an Outside Director. For purposes of the preceding sentence, if one or more members of the Committee is not a Nonemployee Director and an Outside Director but recuses himself or herself or abstains from voting with respect to a particular action taken by the Committee, then the Committee, with respect to that action, shall be deemed to consist only of the members of the Committee who have not recused themselves or abstained from voting.

3.2 Board Reservation and Delegation. Except to the extent necessary for any Award or Option intended to qualify as Performance-Based Compensation to so qualify, the Board may, in its discretion, reserve to itself or exercise any or all of the authority and responsibility of the Committee hereunder and may also delegate to another committee of the Board any or all of the authority and responsibility of the Committee with respect to Awards or Options to Eligible Individuals who are not subject to Section 16(b) of the Exchange Act at the time any such delegated authority or responsibility is exercised. Such other committee may consist of one or more Directors who may, but need not be officers or employees of the Company or any of its Subsidiaries. To the extent the Board has reserved to itself, or exercised the authority and responsibility of the Committee, or delegated the authority and responsibility

of the Committee to such other committee, all references to the Committee in the Plan shall be to the Board or to such other committee.

3.3 Committee Powers. Subject to the express terms and conditions set forth herein, the Committee shall have the power from time to time to:

(a) select those Eligible Individuals to whom Options shall be granted under the Plan and the number of such Options to be granted and prescribe the terms and conditions (which need not be identical) of each such Option, including the exercise price per Share, the vesting schedule and the duration of each Option, and make any amendment or modification to any Option Agreement consistent with the terms of the Plan;

(b) select those Eligible Individuals to whom Awards shall be granted under the Plan and determine the number of Shares or amount of cash in respect of which each Award is granted, the terms and conditions (which need not be identical) of each such Award, and make any amendment or modification to any Agreement consistent with the terms of the Plan;

(c) construe and interpret the Plan and the Options and Awards granted hereunder and establish, amend and revoke rules and regulations for the administration of the Plan, including, but not limited to, correcting any defect or supplying any omission, or reconciling any inconsistency in the Plan or in any Agreement, in the manner and to the extent it shall deem necessary or advisable, including so that the Plan and the operation of the Plan comply with Rule 16b-3 under the Exchange Act, the Code to the extent applicable and other applicable law, and otherwise to make the Plan fully effective;

(d) determine the duration and purposes for leaves of absence which may be granted to a Participant on an individual basis without constituting a termination of employment or service for purposes of the Plan;

(e) cancel, with the consent of the Participant, outstanding Awards and Options;

(f) exercise its discretion with respect to the powers and rights granted to it as set forth in the Plan; and

(g) generally, exercise such powers and perform such acts as are deemed necessary or advisable to promote the best interests of the Company with respect to the Plan.

All decisions and determinations by the Committee in the exercise of the above powers shall be final, binding and conclusive upon the Company, its Subsidiaries, the

Participants and all other persons having any interest therein.

3.4 Notwithstanding anything herein to the contrary, with respect to Participants working outside the United States, the Committee may determine the terms and conditions of Options and Awards and make such adjustments to the terms thereof as are necessary or advisable to fulfill the purposes of the Plan taking into account matters of local law or practice, including tax and securities laws of jurisdictions outside the United States.

3.5 Indemnification. No member of the Committee shall be liable for any action, failure to act, determination or interpretation made in good faith with respect to the Plan or any transaction hereunder. The Company hereby agrees to indemnify each member of the Committee for all costs and expenses and, to the extent permitted by applicable law, any liability incurred in connection with defending against, responding to, negotiating for the settlement of or otherwise dealing with any claim, cause of action or dispute of any kind arising in connection with any actions in administering the Plan or in authorizing or denying authorization to any transaction hereunder.

3.6 No Repricing of Options or Stock Appreciation Rights. The Committee shall have no authority to make any adjustment (other than in connection with a stock dividend, recapitalization or other transaction where an adjustment is permitted or required under the terms of the Plan) or amendment, and no such adjustment or amendment shall be made, that reduces or would have the effect of reducing the exercise price of an Option or Stock Appreciation Right previously granted under the Plan, whether through amendment, cancellation or replacement grants, or other means, unless the Company's shareholders shall have approved such adjustment or amendment.

4. Stock Subject to the Plan; Grant Limitations.

4.1 Aggregate Number of Shares Authorized for Issuance. Subject to any adjustment as provided in the Plan, the Shares to be issued under the Plan may be, in whole or in part, authorized but unissued Shares or issued Shares which shall have been reacquired by the Company and held by it as treasury shares. The aggregate number of Shares that may be made the subject of Awards or Options granted under the Plan shall not exceed two million three hundred thousand (2,300,000), (i) no more than 50% of which may be granted as Incentive Stock Options, and (ii) no more than one million five hundred thousand (1,500,000) of which may be granted as Full Value Awards.

4.2 Individual Limit. The aggregate number of Shares that may be the subject of Options, Stock Appreciation Rights, Performance-Based Restricted Stock and Performance Share Units granted to an Eligible Individual in any three calendar year period may not exceed 750,000. The maximum dollar amount of cash or the Fair Market Value of Shares that any individual may receive in any calendar year in respect of Performance Units

may not exceed \$2,000,000.

4.3 Calculating Shares Available.

(a) Upon the granting of an Award or an Option, the number of Shares available under this Section 4 for the granting of further Awards and Options shall be reduced as follows:

(i) In connection with the granting of an Option, Stock Appreciation Right (other than a Stock Appreciation Right Related to an Option), Restricted Stock Unit, Share Award or Award of Restricted Stock, Performance-Based Restricted Stock or Performance Share Units, the number of Shares available under this Section 4 for the granting of further Options and Awards shall be reduced by the number of Shares in respect of which the Option or Award is granted or denominated.

(ii) In connection with the granting of a Performance Unit, the number of Shares available under this Section 4 for the granting of further Options and Awards initially shall be reduced by the Shares Equivalent number of Performance Units granted, with a corresponding adjustment if the Performance Unit is ultimately settled in whole or in part with a different number of Shares. For purposes of this Section 4, the Share Equivalent number of Performance Units shall be equal to the quotient of (i) the aggregate dollar amount in which the Performance Units are denominated, divided by (ii) the Fair Market Value of a Share on the date of grant.

(iii) In connection with the granting of a Dividend Equivalent Right, the number of Shares available under this Section 4 shall not be reduced; *provided, however*, that if Shares are issued in settlement of a Dividend Equivalent Right, the number of Shares available for the granting of further Options and Awards under this Section 4 shall be reduced by the number of Shares so issued.

(b) Notwithstanding Section 4.3(a), in the event that an Award is granted that, pursuant to the terms of the Agreement, cannot be settled in Shares, the aggregate number of Shares that may be made the subject of Awards or Options granted under the Plan shall not be reduced. Whenever any outstanding Option or Award or portion thereof expires, is canceled, is settled in cash or is otherwise terminated for any reason without having been exercised or payment having been made in respect of the entire Option or Award, the number of Shares available under this Section 4 shall be increased by the number of Shares previously allocable under Section 4.3(a) to the expired, canceled, settled or otherwise terminated portion of the Option or Award.

(c) Notwithstanding anything in this Section 4.3 to the contrary, (i) Shares tendered as full or partial payment of the Option Price shall not increase the number of

Shares available under this Section 4, (ii) Shares tendered as settlement of tax withholding obligations shall not increase the number of Shares available under this Section 4, and (iii) Shares repurchased by the Company using proceeds from the exercise of Options shall not be available for issuance under the Plan.

(d) Where two or more Awards are granted with respect to the same Shares, such Shares shall be taken into account only once for purposes of this Section 4.3.

5. **Stock Options.**

5.1 **Authority of Committee.** Subject to the provisions of the Plan, the Committee shall have full and final authority to select those Eligible Individuals who will receive Options, and the terms and conditions of the grant to any such Eligible Individual shall be set forth in an Agreement. Incentive Stock Options may be granted only to Eligible Individuals who are employees of the Company or any Subsidiary on the date the Incentive Stock Option is granted.

5.2 **Exercise Price.** The purchase price or the manner in which the exercise price is to be determined for Shares under each Option shall be determined by the Committee and set forth in the Agreement; *provided, however*, that the exercise price per Share under each Option shall not be less than the greater of (i) the par value of a Share and (ii) 100% of the Fair Market Value of a Share on the date the Option is granted (110% in the case of an Incentive Stock Option granted to a Ten-Percent Shareholder).

5.3 **Maximum Duration.** Options granted hereunder shall be for such term as the Committee shall determine; *provided* that an Incentive Stock Option shall not be exercisable after the expiration of ten (10) years from the date it is granted (five (5) years in the case of an Incentive Stock Option granted to a Ten-Percent Shareholder) and a Nonqualified Stock Option shall not be exercisable after the expiration of ten (10) years from the date it is granted; *provided, further, however*, that unless the Committee provides otherwise, an Option (other than an Incentive Stock Option) may, upon the death of the Participant prior to the expiration of the Option, be exercised for up to five (5) years following the date of the Participant's death, and one (1) of such years may extend beyond ten (10) years from the date the Option is granted. The Committee may, subsequent to the granting of any Option, extend the term thereof, but in no event shall the term as so extended exceed the maximum term provided for in the preceding sentence.

5.4 **Vesting.** Except as provided in this Section 5.4, no Option shall vest more rapidly than with respect to one-third of the Shares subject to such Option on each of the first three anniversaries of the date such Option is granted. Notwithstanding the foregoing, in the discretion of the Committee, Options may vest more rapidly than provided in the preceding sentence in the case of (i) a Participant's death, Disability or retirement, (ii) grants of Options

to new hires and (iii) a Change in Control. To the extent not exercised, installments shall accumulate and be exercisable, in whole or in part, at any time after becoming exercisable, but not later than the date the Option expires. The Committee may accelerate the exercisability of any Option or portion thereof at any time.

5.5 Limitations on Incentive Stock Options. To the extent that the aggregate Fair Market Value (determined as of the date of the grant) of Shares with respect to which Incentive Stock Options granted under the Plan and “incentive stock options” (within the meaning of Section 422 of the Code) granted under all other plans of the Company or its Subsidiaries (in either case determined without regard to this Section 5.5) are exercisable by a Participant for the first time during any calendar year exceeds \$100,000, such Incentive Stock Options shall be treated as Nonqualified Stock Options. In applying the limitation in the preceding sentence in the case of multiple Option grants, unless otherwise required by applicable law, Options which were intended to be Incentive Stock Options shall be treated as Nonqualified Stock Options according to the order in which they were granted such that the most recently granted Options are first treated as Nonqualified Stock Options.

5.6 Transferability. Except as otherwise provided in this Section 5.6, no Option shall be transferable by the Participant otherwise than by will or by the laws of descent and distribution, and an Option shall be exercisable during the lifetime of such Participant only by the Participant or his or her guardian or legal representative. The Committee may set forth in the Agreement evidencing an Option (other than an Incentive Stock Option) at the time of grant or thereafter, that the Option, or a portion thereof, may be transferred to any third party, including but not limited to, members of the Participant’s immediate family, to trusts solely for the benefit of such immediate family members and to partnerships in which such family members and/or trusts are the only partners. In addition, for purposes of the Plan, unless otherwise determined by the Committee at the time of grant or thereafter, a transferee of an Option pursuant to this Section 5.6 shall be deemed to be the Participant; *provided* that the rights of any such transferee thereafter shall be nontransferable except that such transferee, where applicable under the terms of the transfer by the Participant, shall have the right previously held by the Participant to designate a Beneficiary. For this purpose, immediate family means the Participant’s spouse, parents, children, stepchildren and grandchildren and the spouses of such parents, children, stepchildren and grandchildren. The terms of an Option shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs and successors of the Participant. Notwithstanding Section 20.2, or the terms of any Agreement, the Company or any Subsidiary shall not withhold any amount attributable to the Participant’s tax liability from any payment of cash or Shares to a transferee or transferee’s Beneficiary under this Section 5.6, but may require the payment of an amount equal to the Company’s or any Subsidiary’s withholding tax obligation as a condition to exercise or as a condition to the release of cash or Shares upon exercise or upon transfer of the option.

5.7 Method of Exercise. The exercise of an Option shall be made only by giving written notice delivered in person or by mail to the person designated by the Company,

specifying the number of Shares to be exercised and, to the extent applicable, accompanied by payment therefor and otherwise in accordance with the Agreement pursuant to which the Option was granted. The exercise price for any Shares purchased pursuant to the exercise of an Option shall be paid in any or any combination of the following forms: (a) cash or its equivalent (e.g., a check) or (b) the transfer, either actually or by attestation, to the Company of Shares that have been held by the Participant for at least six (6) months (or such lesser period as may be permitted by the Committee) prior to the exercise of the Option, such transfer to be upon such terms and conditions as determined by the Committee or (c) in the form of other property as determined by the Committee. In addition, Options may be exercised through a registered broker-dealer pursuant to such cashless exercise procedures that are, from time to time, deemed acceptable by the Committee. Any Shares transferred to the Company as payment of the exercise price under an Option shall be valued at their Fair Market Value on the last business day preceding the date of exercise of such Option. If requested by the Committee, the Participant shall deliver the Agreement evidencing the Option to the Company, which shall endorse thereon a notation of such exercise and return such Agreement to the Participant. No fractional Shares (or cash in lieu thereof) shall be issued upon exercise of an Option and the number of Shares that may be purchased upon exercise shall be rounded to the nearest number of whole Shares.

5.8 Rights of Participants. No Participant shall be deemed for any purpose to be the owner of any Shares subject to any Option unless and until (a) the Option shall have been exercised pursuant to the terms thereof, (b) the Company shall have issued and delivered Shares (whether or not certificated) to the Participant, a securities broker acting on behalf of the Participant or such other nominee of the Participant, and (c) the Participant's name, or the name of his or her broker or other nominee, shall have been entered as a shareholder of record on the books of the Company. Thereupon, the Participant shall have full voting, dividend and other ownership rights with respect to such Shares, subject to such terms and conditions as may be set forth in the applicable Agreement.

5.9 Effect of Change in Control. The effect of a Change in Control on an Option shall be set forth in the applicable Agreement.

6. Stock Appreciation Rights.

6.1 Grant. The Committee may in its discretion, either alone or in connection with the grant of an Option, grant Stock Appreciation Rights to Eligible Individuals in accordance with the Plan, the terms and conditions of which shall be set forth in an Agreement. A Stock Appreciation Right may be granted (a) at any time if unrelated to an Option or (b) if related to an Option, either at the time of grant or at any time thereafter during the term of the Option.

6.2 Stock Appreciation Right Related to an Option. If granted in connection with an Option, a Stock Appreciation Right shall cover the same Shares covered by

the Option (or such lesser number of Shares as the Committee may determine) and shall, except as provided in this Section 6, be subject to the same terms and conditions as the related Option.

(a) Exercise; Transferability. A Stock Appreciation Right granted in connection with an Option (i) shall be exercisable at such time or times and only to the extent that the related Option is exercisable, (ii) shall be exercisable only if the Fair Market Value of a Share on the date of exercise exceeds the exercise price specified in the Agreement evidencing the related Incentive Stock Option and (iii) shall not be transferable except to the extent the related Option is transferable.

(b) Amount Payable. Upon the exercise of a Stock Appreciation Right related to an Option, the Participant shall be entitled to receive an amount determined by multiplying (i) the excess of the Fair Market Value of a Share on the last business day preceding the date of exercise of such Stock Appreciation Right over the per Share exercise price under the related Option, by (ii) the number of Shares as to which such Stock Appreciation Right is being exercised. Notwithstanding the foregoing, the Committee may limit in any manner the amount payable with respect to any Stock Appreciation Right by including such a limit in the Agreement evidencing the Stock Appreciation Right at the time it is granted.

(c) Treatment of Related Options and Stock Appreciation Rights Upon Exercise. Upon the exercise of a Stock Appreciation Right granted in connection with an Option, the Option shall be canceled to the extent of the number of Shares as to which the Stock Appreciation Right is exercised, and upon the exercise of an Option granted in connection with a Stock Appreciation Right, the Stock Appreciation Right shall be canceled to the extent of the number of Shares as to which the Option is exercised or surrendered.

6.3 Stock Appreciation Right Unrelated to an Option. A Stock Appreciation Right unrelated to an Option shall cover such number of Shares as the Committee shall determine.

(a) Terms; Duration. Stock Appreciation Rights unrelated to Options shall contain such terms and conditions as to exercisability, vesting and duration as the Committee shall determine, but in no event shall they have a term of greater than ten (10) years; *provided* that unless the Committee provides otherwise a Stock Appreciation Right may, upon the death of the Participant prior to the expiration of the Award, be exercised for up to one (1) year following the date of the Participant's death even if such period extends beyond ten (10) years from the date the Stock Appreciation Right is granted.

(b) Amount Payable. Upon exercise of a Stock Appreciation Right unrelated to an Option, the Grantee shall be entitled to receive an amount determined by

multiplying (i) the excess of the Fair Market Value of a Share on the last business day preceding the date of exercise of such Stock Appreciation Right over the Fair Market Value of a Share on the date the Stock Appreciation Right was granted, by (ii) the number of Shares as to which the Stock Appreciation Right is being exercised. Notwithstanding the foregoing, the Committee may limit in any manner the amount payable with respect to any Stock Appreciation Right by including such a limit in the Agreement evidencing the Stock Appreciation Right at the time it is granted.

(c) Transferability. (i) Except as otherwise provided in this Section 6.3(c), no Stock Appreciation Right unrelated to an Option shall be transferable by the Participant otherwise than by will or the laws of descent and distribution, and a Stock Appreciation Right shall be exercisable during the lifetime of such Participant only by the Participant or his or her guardian or legal representative. The Committee may set forth in the Agreement evidencing a Stock Appreciation Right at the time of grant or thereafter, that the Award, or a portion thereof, may be transferred to any third party, including but not limited to, members of the Participant's immediate family, to trusts solely for the benefit of such immediate family members and to partnerships in which such family members and/or trusts are the only partners. In addition, for purposes of the Plan, unless otherwise determined by the Committee at the time of grant or thereafter, a transferee of a Stock Appreciation Right pursuant to this Section 6.3(c) shall be deemed to be the Participant; *provided* that the rights of any such transferee thereafter shall be nontransferable except that such transferee, where applicable under the terms of the transfer by the Participant, shall have the right previously held by the Participant to designate a Beneficiary. For this purpose, immediate family means the Participant's spouse, parents, children, stepchildren and grandchildren and the spouses of such parents, children, stepchildren and grandchildren. The terms of a Stock Appreciation Right shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs and successors of the Participant. Notwithstanding Section 20.2, or the terms of any Agreement, the Company or any Subsidiary shall not withhold any amount attributable to the Participant's tax liability from any payment of cash or Shares to a transferee or transferee's Beneficiary under this Section 6.3(c), but may require the payment of an amount equal to the Company's or any Subsidiary's withholding tax obligation as a condition to exercise or as a condition to the release of cash or Shares upon exercise or upon transfer of the Stock Appreciation Right.

6.4 Method of Exercise. Stock Appreciation Rights shall be exercised by a Participant only by giving written notice delivered in person or by mail to the person designated by the Company, specifying the number of Shares with respect to which the Stock Appreciation Right is being exercised. If requested by the Committee, the Participant shall deliver the Agreement evidencing the Stock Appreciation Right being exercised and the Agreement evidencing any related Option to the Company, which shall endorse thereon a notation of such exercise and return such Agreement to the Participant.

6.5 Form of Payment. Payment of the amount determined under Section

6.2(b) or 6.3(b) may be made in the discretion of the Committee solely in whole Shares in a number determined at their Fair Market Value on the last business day preceding the date of exercise of the Stock Appreciation Right, or solely in cash, or in a combination of cash and Shares. If the Committee decides to make full payment in Shares and the amount payable results in a fractional Share, payment for the fractional Share will be made in cash.

6.6 Effect of Change in Control. The effect of a Change in Control on a Stock Appreciation Right shall be set forth in the applicable Agreement.

7. Dividend Equivalent Rights.

The Committee may in its discretion, grant Dividend Equivalent Rights either in tandem with an Option or Award or as a separate Award, to Eligible Individuals in accordance with the Plan. The terms and conditions applicable to each Dividend Equivalent Right shall be specified in the Agreement under which the Dividend Equivalent Right is granted. Amounts payable in respect of Dividend Equivalent Rights may be payable currently or, if applicable, deferred until the lapsing of restrictions on such Dividend Equivalent Rights or until the vesting, exercise, payment, settlement or other lapse of restrictions on the Option or Award to which the Dividend Equivalent Rights relate. In the event that the amount payable in respect of Dividend Equivalent Rights are to be deferred, the Committee shall determine whether such amounts are to be held in cash or reinvested in Shares or deemed (notionally) to be reinvested in Shares. If amounts payable in respect of Dividend Equivalent Rights are to be held in cash, there may be credited at the end of each year (or portion thereof) interest on the amount of the account at the beginning of the year at a rate per annum as the Committee, in its discretion, may determine. Dividend Equivalent Rights may be settled in cash or Shares or a combination thereof, in a single installment or multiple installments, as determined by the Committee.

8. Restricted Stock; Restricted Stock Units.

8.1 Restricted Stock. The Committee may grant to Eligible Individuals Awards of Restricted Stock, which shall be evidenced by an Agreement. Each Agreement shall contain such restrictions, terms and conditions as the Committee may, in its discretion, determine and (without limiting the generality of the foregoing) such Agreements may require that an appropriate legend be placed on Share certificates. Awards of Restricted Stock shall be subject to the terms and provisions set forth below in this Section 8.1 and in Section 8.3.

(a) Rights of Participant. Shares of Restricted Stock granted pursuant to an Award hereunder shall be issued in the name of the Participant as soon as reasonably practicable after the Award is granted provided that the Participant has executed an Agreement evidencing the Award, the appropriate blank stock powers and, in the discretion of the Committee, an escrow agreement and any other documents which the Committee may

require as a condition to the issuance of such Shares. At the discretion of the Committee, Shares issued in connection with an Award of Restricted Stock shall be deposited together with the stock powers with an escrow agent (which may be the Company) designated by the Committee. Unless the Committee determines otherwise and as set forth in the Agreement, upon delivery of the Shares to the escrow agent, the Participant shall have all of the rights of a shareholder with respect to such Shares, including the right to vote the Shares and to receive all dividends or other distributions paid or made with respect to the Shares.

(b) Non-transferability. Until all restrictions upon the Shares of Restricted Stock awarded to a Participant shall have lapsed in the manner set forth in Section 8.1(c), such Shares shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(c) Lapse of Restrictions.

(i) Generally. Subject to the provisions of Section 8.3, restrictions upon Shares of Restricted Stock awarded hereunder shall lapse at such time or times and on such terms and conditions as the Committee may determine. The Agreement evidencing the Award shall set forth any such restrictions.

(ii) Effect of Change in Control. The effect of a Change in Control on an Awards of Shares of Restricted Stock shall be set forth in the applicable Agreement.

(d) Treatment of Dividends. At the time an Award of Restricted Stock is granted, the Committee may, in its discretion, determine that the payment to the Participant of dividends, or a specified portion thereof, declared or paid on such Shares by the Company shall be (i) deferred until the lapsing of the restrictions imposed upon such Shares and (ii) held by the Company for the account of the Participant until such time. In the event that dividends are to be deferred, the Committee shall determine whether such dividends are to be reinvested in Shares (which shall be held as additional Shares of Restricted Stock) or held in cash. If deferred dividends are to be held in cash, there may be credited interest on the amount of the account at such times and at a rate per annum as the Committee, in its discretion, may determine. Payment of deferred dividends in respect of Shares of Restricted Stock (whether held in cash or as additional Shares of Restricted Stock), together with interest accrued thereon, if any, shall be made upon the lapsing of restrictions imposed on the Shares in respect of which the deferred dividends were paid, and any dividends deferred (together with any interest accrued thereon) in respect of any Shares of Restricted Stock shall be forfeited upon the forfeiture of such Shares.

(e) Delivery of Shares. Upon the lapse of the restrictions on

Shares of Restricted Stock, the Committee shall cause a stock certificate or evidence of book entry Shares to be delivered to the Participant with respect to such Shares of Restricted Stock, free of all restrictions hereunder.

8.2 Restricted Stock Unit Awards. The Committee may grant to Eligible Individuals Awards of Restricted Stock Units, which shall be evidenced by an Agreement. Each such Agreement shall contain such restrictions, terms and conditions as the Committee may, in its discretion, determine. Awards of Restricted Stock Units shall be subject to the terms and provisions set forth below in this Section 8.2 and in Section 8.3.

(a) Payment of Awards. Each Restricted Stock Unit shall represent the right of the Participant to receive a payment upon vesting of the Restricted Stock Unit or on any later date specified by the Committee equal to the Fair Market Value of a Share as of the date the Restricted Stock Unit was granted, the vesting date or such other date as determined by the Committee at the time the Restricted Stock Unit was granted. The Committee may, at the time a Restricted Stock Unit is granted, provide a limitation on the amount payable in respect of each Restricted Stock Unit. The Committee may provide for the settlement of Restricted Stock Units in cash or with Shares having a Fair Market Value equal to the payment to which the Participant has become entitled.

(b) Effect of Change in Control. The effect of a Change in Control on an Award of Restricted Stock Units shall be set forth in the applicable Agreement.

8.3 Minimum Vesting for Restricted Stock and Restricted Stock Unit Award. Except as provided in this Section 8.3, Awards of Restricted Stock and Restricted Stock Units shall not vest more rapidly than with respect to one-third of the Shares subject to such Award on each of the first three anniversaries of the date such Award is granted. Notwithstanding the foregoing, in the discretion of the Committee, Awards of Restricted Stock and Restricted Stock Units may vest more rapidly than provided in the preceding sentence in the case of (i) a Participant's death, Disability or retirement, (ii) grants of Awards of Restricted Stock and Restricted Stock Units to new hires and (iii) a Change in Control.

9. Performance Awards

9.1 Performance Units and Performance Share Units. The Committee, in its discretion, may grant Awards of Performance Units and/or Performance Share Units to Eligible Individuals, the terms and conditions of which shall be set forth in an Agreement.

(a) Performance Units. Performance Units shall be denominated in a specified dollar amount and, contingent upon the attainment of specified Performance Objectives within the Performance Cycle, represent the right to receive payment as provided in Sections 9.1(c) and (d) of the specified dollar

amount or a percentage of the specified dollar amount depending on the level of Performance Objective attained; *provided, however*, that the Committee may at the time a Performance Unit is granted specify a maximum amount payable in respect of a vested Performance Unit. Each Agreement shall specify the number of Performance Units to which it relates, the Performance Objectives which must be satisfied in order for the Performance Units to vest and the Performance Cycle within which such Performance Objectives must be satisfied.

(b) Performance Share Units. Performance Share Units shall be denominated in Shares and, contingent upon the attainment of specified Performance Objectives within the Performance Cycle, each Performance Share Unit represents the right to receive payment as provided in Sections 9.1(c) and (d) of the Fair Market Value of a Share on the date the Performance Share Unit was granted, the date the Performance Share Unit became vested or any other date specified by the Committee or a percentage of such amount depending on the level of Performance Objective attained; *provided, however*, that the Committee may at the time a Performance Share Unit is granted specify a maximum amount payable in respect of a vested Performance Share Unit. Each Agreement shall specify the number of Performance Share Units to which it relates, the Performance Objectives which must be satisfied in order for the Performance Share Units to vest and the Performance Cycle within which such Performance Objectives must be satisfied.

(c) Vesting and Forfeiture. Subject to Sections 9.3(c) and 9.4, a Participant shall become vested with respect to the Performance Share Units and Performance Units to the extent that the Performance Objectives for the Performance Cycle and other terms and conditions set forth in the Agreement are satisfied; *provided, however*, that, except as may be provided pursuant to Section 9.4, no Performance Cycle for Performance Share Units and Performance Units shall be less than one (1) year.

(d) Payment of Awards. Subject to Sections 9.3(c) and 9.4, payment to Participants in respect of vested Performance Share Units and Performance Units shall be made as soon as practicable after the last day of the Performance Cycle to which such Award relates or at such other time or times as the Committee may determine, but in no event later than 2 ½ months after the end of the calendar year in which the Performance Cycle is completed. Subject to Section 9.4, such payments may be made entirely in Shares valued at their Fair Market Value, entirely in cash, or in such combination of Shares and cash as the Committee in its discretion shall determine at any time prior to such payment; *provided, however*, that if the Committee in its discretion determines to make such payment entirely or partially in Shares of Restricted Stock, the Committee must determine the extent to which such payment will be in Shares of Restricted Stock and the terms of such Restricted Stock at the time the Award is granted.

9.2 Performance-Based Restricted Stock. The Committee, in its discretion, may grant Awards of Performance-Based Restricted Stock to Eligible Individuals, the terms and conditions of which shall be set forth in an Agreement. Each Agreement may

require that an appropriate legend be placed on Share certificates. Awards of Performance-Based Restricted Stock shall be subject to the following terms and provisions:

(a) Rights of Participant. Performance-Based Restricted Stock shall be issued in the name of the Participant as soon as reasonably practicable after the Award is granted or at such other time or times as the Committee may determine; *provided, however*, that no Performance-Based Restricted Stock shall be issued until the Participant has executed an Agreement evidencing the Award, the appropriate blank stock powers and, in the discretion of the Committee, an escrow agreement and any other documents which the Committee may require as a condition to the issuance of such Performance-Based Restricted Stock. At the discretion of the Committee, Shares issued in connection with an Award of Performance-Based Restricted Stock shall be deposited together with the stock powers with an escrow agent (which may be the Company) designated by the Committee. Except as restricted by the terms of the Agreement, upon delivery of the Shares to the escrow agent, the Participant shall have, in the discretion of the Committee, all of the rights of a shareholder with respect to such Shares, including the right to vote the Shares and to receive all dividends or other distributions paid or made with respect to the Shares. Each Agreement shall specify the number of Shares of Performance-Based Restricted Stock to which it relates, the Performance Objectives which must be satisfied in order for the Performance-Based Restricted Stock to vest and the Performance Cycle within which such Performance Objectives must be satisfied.

(b) Lapse of Restrictions. Subject to Sections 9.3(c) and 9.4, restrictions upon Performance-Based Restricted Stock awarded hereunder shall lapse and such Performance-Based Restricted Stock shall become vested at such time or times and on such terms, conditions and satisfaction of Performance Objectives as the Committee may, in its discretion, determine at the time an Award is granted; *provided, however*, that, except as may be provided pursuant to Section 9.4, no Performance Cycle for Performance-Based Restricted Stock shall be less than one (1) year.

(c) Treatment of Dividends. At the time the Award of Performance-Based Restricted Stock is granted, the Committee may, in its discretion, determine that the payment to the Participant of dividends, or a specified portion thereof, declared or paid on Shares represented by such Award which have been issued by the Company to the Participant shall be (i) deferred until the lapsing of the restrictions imposed upon such Performance-Based Restricted Stock and (ii) held by the Company for the account of the Participant until such time. In the event that dividends are to be deferred, the Committee shall determine whether such dividends are to be reinvested in Shares (which shall be held as additional Shares of Performance-Based Restricted Stock) or held in cash. If deferred dividends are to be held in cash, there may be credited interest on the amount of the account at such times and at a rate per annum as the Committee, in its discretion, may determine. Payment of deferred dividends in respect of Shares of Performance-Based Restricted Stock (whether held in cash or in additional Shares of Performance-Based Restricted Stock), together with interest accrued thereon, if any, shall be made upon the lapsing of restrictions imposed on the

Performance-Based Restricted Stock in respect of which the deferred dividends were paid, and any dividends deferred (together with any interest accrued thereon) in respect of any Performance-Based Restricted Stock shall be forfeited upon the forfeiture of such Performance-Based Restricted Stock.

(d) Delivery of Shares. Upon the lapse of the restrictions on Shares of Performance-Based Restricted Stock awarded hereunder, the Committee shall cause a stock certificate or evidence of book entry Shares to be delivered to the Participant with respect to such Shares, free of all restrictions hereunder.

9.3 Performance Objectives

(a) Establishment. Performance Objectives for Performance Awards may be expressed in terms of (i) stock price, (ii) earnings per share, (iii) operating income, (iv) return on equity or assets, (v) cash flow, (vi) EBITDA, (vii) revenues, (viii) overall revenue or sales growth, (ix) expense reduction or management, (x) market position, (xi) total shareholder return, (xii) return on investment, (xiii) earnings before interest and taxes (EBIT), (xiv) net income, (xv) return on net assets, (xvi) economic value added, (xvii) shareholder value added, (xviii) cash flow return on investment, (xix) net operating profit, (xx) net operating profit after tax, (xxi) return on capital, (xxii) return on invested capital, or (xxiii) any combination, including one or more ratios, of the foregoing. Performance Objectives may be in respect of the performance of the Company, any of its Subsidiaries, any of its Divisions or any combination thereof. Performance Objectives may be absolute or relative (to prior performance of the Company or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range. In the case of a Performance Award which is intended to constitute Performance-Based Compensation, the Performance Objectives with respect to a Performance Cycle shall be established in writing by the Committee by the earlier of (i) the date on which a quarter of the Performance Cycle has elapsed and (ii) the date which is ninety (90) days after the commencement of the Performance Cycle, and in any event while the performance relating to the Performance Objectives remain substantially uncertain.

(b) Effect of Certain Events. Unless otherwise provided by the Committee at the time the Performance Objectives in respect of a Performance Award are established, performance shall be adjusted to omit the effects of extraordinary items, gain or loss on the disposal of a business segment (other than provisions for operating losses or income during the phase-out period), unusual or infrequently occurring events and transactions that have been publicly disclosed and the cumulative effects of changes in accounting principles, all as determined in accordance with generally accepted accounting principles (to the extent applicable). In addition, at the time of the granting of a Performance Award, or at any time thereafter, the Committee may provide for the manner in which performance will be measured against the Performance Objectives (or may adjust the Performance Objectives) to reflect the impact of specified corporate transactions (such as a stock split or stock dividend), special

charges, and tax law changes; *provided*, that in respect of Performance Awards intended to constitute Performance-Based Compensation, such provisions shall be permitted only to the extent permitted under Section 162(m) of the Code and the regulations promulgated thereunder without adversely affecting the treatment of any Performance Award as Performance-Based Compensation.

(c) Determination of Performance. Prior to the vesting, payment, settlement or lapsing of any restrictions with respect to any Performance Award, the Committee shall certify in writing that the applicable Performance Objectives have been satisfied to the extent necessary for such Award to qualify as Performance-Based Compensation. In respect of a Performance Award, the Committee may, in its sole discretion, reduce the amount of cash paid or number of Shares issued that become vested or on which restrictions lapse. The Committee shall not be entitled to exercise any discretion otherwise authorized hereunder with respect to any Performance Award intended to constitute Performance Based Compensation if the ability to exercise such discretion or the exercise of such discretion itself would cause the compensation attributable to such Awards to fail to qualify as Performance-Based Compensation.

9.4 Effect of Change in Control. The effect of a Change in Control on a Performance Award shall be set forth in the applicable Agreement.

9.5 Non-transferability. Until the vesting of Performance Units and Performance Share Units or the lapsing of any restrictions on Performance-Based Restricted Stock, as the case may be, such Performance Units, Performance Share Units or Performance-Based Restricted Stock shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated.

10. Share Awards

The Committee may grant a Share Award to any Eligible Individual on such terms and conditions as the Committee may determine in its sole discretion. Share Awards may be made as additional compensation for services rendered by the Eligible Individual or may be in lieu of cash or other compensation to which the Eligible Individual is entitled from the Company.

11. Awards to Directors.

11.1 Authority of Committee. Subject to the provisions of the Plan, the Committee shall have the full and final authority to award Options and Awards to Directors, and the terms and conditions of any grant to any such Eligible Individual shall be set forth in an Agreement. This Section 11 sets forth special provisions that, unless otherwise provided in an Agreement, shall be applicable to Awards granted to Directors under the Plan.

11.2 **Automatic Grants.** Each Nonemployee Director shall be granted a Share Award on each August 1st following such Nonemployee Director's election to the Board as long as such Nonemployee Director is then still serving on the Board. Such Share Award shall be in respect of a number of Shares equal to \$60,000 divided by the Fair Market Value of a Share on the date such Award is granted; provided, however, that no fractional Shares (or cash in lieu thereof) in respect of such Award shall be granted and the number of Shares in respect of an Award shall be rounded to the nearest number of whole Shares.

11.3 **Issuance of Shares.** The Shares issued pursuant to Share Awards granted to a Nonemployee Director pursuant to Section 11.2 will be issued on the day preceding the first anniversary of the date of grant. In the event a Nonemployee Director ceases to serve as a director for any reason other as a result of his death, Disability or his voluntary retirement after age 55, before the day preceding the first anniversary of the date of grant, the Share Award granted to a Nonemployee Director pursuant to Section 11.2 shall be forfeited on the date the Grantee ceased to be a director, and the Nonemployee Director shall have no rights with respect thereto. In the event a Nonemployee Director ceases to serve as a director of the Company by reason of such Director's death, Disability or voluntary retirement after age 55, before the day preceding the first anniversary of the date of grant, the Shares issued pursuant to the Share Awards will be issued on the day preceding the first anniversary of the date of grant.

12. Effect of a Termination of Employment.

The Agreement evidencing the grant of each Option and each Award shall set forth the terms and conditions applicable to such Option or Award upon (a) a termination or change in the status of the employment of the Participant by the Company, a Subsidiary or a Division (including a termination or change by reason of the sale of a Subsidiary or a Division), or (b) in the case of a Director, the cessation of the Director's service on the Board, which, except for Shares or Options granted to Directors pursuant to Section 11.2, shall be as the Committee may, in its discretion, determine at the time the Option or Award is granted or thereafter.

13. Adjustment Upon Changes in Capitalization.

13.1 In the event of a Change in Capitalization, the Committee shall make equitable adjustment of (a) the maximum number and class of Shares or other stock or securities with respect to which Options or Awards may be granted under the Plan, (b) the maximum number and class of Shares or other stock or securities that may be issued upon exercise of Incentive Stock Options, (c) the maximum number and class of Shares or other stock or securities with respect to which Options or Awards may be granted to any Eligible Individual in any calendar year, (d) the number and class of Shares or other stock or securities which are subject to outstanding Options or Awards granted under the Plan and the exercise price therefore, if applicable and (e) the Performance Objectives.

13.2 Any such adjustment in the Shares or other stock or securities (a) subject to outstanding Incentive Stock Options (including any adjustments in the exercise price) shall be made in such manner as not to constitute a modification as defined by Section 424(h)(3) of the Code and only to the extent otherwise permitted by Sections 422 and 424 of the Code or (b) subject to outstanding Options or Awards that are intended to qualify as Performance-Based Compensation shall be made in such a manner as not to adversely affect the treatment of the Options or Awards as Performance-Based Compensation.

13.3 If, by reason of a Change in Capitalization, a Participant shall be entitled to, or shall be entitled to exercise an Option with respect to, new, additional or different shares of stock or securities of the Company or any other corporation, such new, additional or different shares shall thereupon be subject to all of the conditions, restrictions and performance criteria which were applicable to the Shares subject to the Award or Option, as the case may be, prior to such Change in Capitalization.

14. Effect of Certain Transactions.

Subject to the terms of an Agreement, following (a) the liquidation or dissolution of the Company or (b) a merger or consolidation of the Company (a "Transaction"), either (i) each outstanding Option or Award shall be treated as provided for in the agreement entered into in connection with the Transaction or (ii) if not so provided in such agreement, each Optionee and Grantee shall be entitled to receive in respect of each Share subject to any outstanding Options or Awards, as the case may be, upon exercise of any Option or payment or transfer in respect of any Award, the same number and kind of stock, securities, cash, property or other consideration that each holder of a Share was entitled to receive in the Transaction in respect of a Share; *provided, however*, that such stock, securities, cash, property, or other consideration shall remain subject to all of the conditions, restrictions and performance criteria which were applicable to the Options and Awards prior to such Transaction. Without limiting the generality of the foregoing, the treatment of outstanding Options and Stock Appreciation Rights pursuant to clause (i) of this Section 14 in connection with a Transaction may include the cancellation of outstanding Options and Stock Appreciation Rights upon consummation of the Transaction provided either (x) the holders of affected Options and Stock Appreciation Rights have been given a period of at least fifteen (15) days prior to the date of the consummation of the Transaction to exercise the Options or Stock Appreciation Rights (whether or not they were otherwise exercisable) or (y) the holders of the affected Options and Stock Appreciation Rights are paid (in cash or cash equivalents) in respect of each Share covered by the Option or Stock Appreciation Right being cancelled an amount equal to the excess, if any, of the per share price paid or distributed to stockholders in the transaction (the value of any non-cash consideration to be determined by the Committee in its sole discretion) over the exercise price of the Option or Stock Appreciation Right. For avoidance of doubt, (1) the cancellation of Options and Stock Appreciation Rights pursuant to clause (y) of the preceding sentence may be effected

notwithstanding anything to the contrary contained in this Plan or any Agreement and (2) if the amount determined pursuant to clause (y) of the preceding sentence is zero or less, the affected Option or Stock Appreciation Right may be cancelled without any payment therefor. The treatment of any Option or Award as provided in this Section 14 shall be conclusively presumed to be appropriate for purposes of Section 13.

15. Interpretation.

15.1 Section 16 Compliance. The Plan is intended to comply with Rule 16b-3 promulgated under the Exchange Act and the Committee shall interpret and administer the provisions of the Plan or any Agreement in a manner consistent therewith. Any provisions inconsistent with such Rule shall be inoperative and shall not affect the validity of the Plan.

15.2 Section 162(m). Unless otherwise determined by the Committee at the time of grant, (i) each Option, Stock Appreciation Right, and Performance Award granted under the Plan to the Chief Executive Officer is intended to be Performance-Based Compensation, and (ii) each Option, Stock Appreciation Right and Performance Award granted under the Plan to any Participant other than the Chief Executive Officer is not intended to be Performance-Based Compensation. Unless otherwise determined by the Committee, if any provision of the Plan or any Agreement relating to an Option or Award that is intended to be Performance-Based Compensation does not comply or is inconsistent with Section 162(m) of the Code or the regulations promulgated thereunder (including IRS Regulation § 1.162-27 unless and to the extent it is superseded by an interim or final regulation), such provision shall be construed or deemed amended to the extent necessary to conform to such requirements, and no provision shall be deemed to confer upon the Committee discretion to increase the amount of compensation otherwise payable in connection with any such Option or Award upon the attainment of the Performance Objectives.

16. Termination and Amendment of the Plan or Modification of Options and Awards.

16.1 Plan Amendment or Termination. The Board may at any time terminate the Plan and the Board may at any time and from time to time amend, modify or suspend the Plan; *provided, however*, that:

(a) no such amendment, modification, suspension or termination shall impair or adversely alter any Options or Awards theretofore granted under the Plan, except with the consent of the Participant, nor shall any amendment, modification, suspension or termination deprive any Participant of any Shares which he or she may have acquired through or as a result of the Plan;

(b) to the extent necessary under any applicable law, regulation

or exchange requirement, no other amendment shall be effective unless approved by the shareholders of the Company in accordance with applicable law, regulation or exchange requirement;

(c) no such amendment or modification shall materially modify the definition of "Eligible Individual" unless such amendment or modification is approved by the shareholders of the Company in accordance with applicable law, regulation or exchange requirement; and

(d) no such amendment or modification shall materially modify the number of Shares that may be made the subject of Awards or Options granted under the Plan set forth in Section 4.1 unless such amendment or modification is approved by the shareholders of the Company in accordance with applicable law, regulation or exchange requirement.

16.2 Modification of Options and Awards. No modification of an Option or Award shall adversely alter or impair any rights or obligations under the Option or Award without the consent of the Participant.

17. **Non-Exclusivity of the Plan**.

The adoption of the Plan by the Board shall not be construed as amending, modifying or rescinding any previously approved incentive arrangement or as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

18. **Limitation of Liability**.

As illustrative of the limitations of liability of the Company, but not intended to be exhaustive thereof, nothing in the Plan shall be construed to:

- (a) give any person any right to be granted an Option or Award other than at the sole discretion of the Committee;
- (b) give any person any rights whatsoever with respect to Shares except as specifically provided in the Plan;

(c) limit in any way the right of the Company or any Subsidiary to terminate the employment of any person at any time; or

(d) be evidence of any agreement or understanding, express or implied, that the Company will employ any person at any particular rate of compensation or for any particular period of time.

19. Regulations and Other Approvals; Governing Law.

19.1 Except as to matters of federal law, the Plan and the rights of all persons claiming hereunder shall be construed and determined in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles thereof.

19.2 The obligation of the Company to sell or deliver Shares with respect to Options and Awards granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Committee.

19.3 The Board may make such changes as may be necessary or appropriate to comply with the rules and regulations of any government authority, or to obtain for Eligible Individuals granted Incentive Stock Options the tax benefits under the applicable provisions of the Code and regulations promulgated thereunder.

19.4 Each grant of an Option and Award and the issuance of Shares or other settlement of the Option or Award is subject to the compliance with all applicable federal, state or foreign law. Further, if at any time the Committee determines, in its discretion, that the listing, registration or qualification of Shares issuable pursuant to the Plan is required by any securities exchange or under any federal, state or foreign law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Option or Award or the issuance of Shares, no Options or Awards shall be or shall be deemed to be granted or payment made or Shares issued, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions that are not acceptable to the Committee. Any person exercising an Option or receiving Shares in connection with any other Award shall make such representations and agreements and furnish such information as the Board or Committee may request to assure compliance with the foregoing or any other applicable legal requirements.

19.5 Notwithstanding anything contained in the Plan or any Agreement to the contrary, in the event that the disposition of Shares acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act of 1933, as amended (the "Securities Act"), and is not otherwise exempt from such registration, such Shares shall be

restricted against transfer to the extent required by the Securities Act and Rule 144 or other regulations promulgated thereunder. The Committee may require any individual receiving Shares pursuant to an Option or Award granted under the Plan, as a condition precedent to receipt of such Shares, to represent and warrant to the Company in writing that the Shares acquired by such individual are acquired without a view to any distribution thereof and will not be sold or transferred other than pursuant to an effective registration thereof under the Securities Act or pursuant to an exemption applicable under the Securities Act or the rules and regulations promulgated thereunder. The certificates evidencing any of such Shares shall be appropriately amended or have an appropriate legend placed thereon to reflect their status as restricted securities as aforesaid.

20. Miscellaneous.

20.1 Multiple Agreements. The terms of each Option or Award may differ from other Options or Awards granted under the Plan at the same time, or at some other time. The Committee may also grant more than one Option or Award to a given Eligible Individual during the term of the Plan, either in addition to, or subject to Section 3.6, in substitution for, one or more Options or Awards previously granted to that Eligible Individual.

20.2 Withholding of Taxes.

(a) The Company or any Subsidiary shall withhold from any payment of cash or Shares to a Participant or other person under the Plan an amount sufficient to cover any withholding taxes which may become required with respect to such payment or shall take any other action as it deems necessary to satisfy any income or other tax withholding requirements as a result of the grant or exercise of any Award under the Plan. The Company or any Subsidiary shall have the right to require the payment of any such taxes and require that any person furnish information deemed necessary by the Company or any Subsidiary to meet any tax reporting obligation as a condition to exercise or before making any payment pursuant to an Award or Option. If specified in an Agreement at the time of grant or otherwise approved by the Committee, a Participant may, in satisfaction of his or her obligation to pay withholding taxes in connection with the exercise, vesting or other settlement of an Option or Award, elect to (i) make a cash payment to the Company, (ii) have withheld a portion of the Shares then issuable to him or her, or (iii) surrender Shares owned by the Participant prior to the exercise, vesting or other settlement of an Option or Award, in each case having an aggregate Fair Market Value equal to the withholding taxes.

(b) If a Participant makes a disposition, within the meaning of Section 424(c) of the Code and regulations promulgated thereunder, of any Share or Shares issued to such Participant pursuant to the exercise of an Incentive Stock Option within the two-year period commencing on the day after the date of the grant or within the one-year period commencing on the day after the date of transfer of such Share or Shares to the Participant pursuant to such exercise, the Participant shall, within ten (10) days of such disposition, notify

the Company thereof, by delivery of written notice to the Company at its principal executive office.

20.3 Plan Unfunded. The Plan shall be unfunded. Except for reserving a sufficient number of authorized Shares to the extent required by law to meet the requirements of the Plan, the Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure payment of any Award or Option granted under the Plan.

20.4 Beneficiary Designation. Each Participant may, from time to time, name one or more individuals (each, a “Beneficiary”) to whom any benefit under the Plan is to be paid in case of the Participant’s death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during the Participant’s lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant’s death shall be paid to the Participant’s estate.

20.5 Effective Date/Term. The effective date of the Plan shall be the date on which the Plan is approved by the affirmative vote of the holders of a majority of the securities of the Company present, or represented, and entitled to vote at a meeting of shareholders duly held in accordance with the applicable laws of the State of Delaware within twelve (12) months of the adoption of the Plan by the Board (the “Effective Date”). Upon such approval of the Plan by the shareholders, no further awards shall be granted under the Prior Plan.

The Plan shall terminate on the Termination Date. No Option or Award shall be granted after the Termination Date. The applicable terms of the Plan, and any terms and conditions applicable to Options and Awards granted prior to the Termination Date shall survive the termination of the Plan and continue to apply to such Options and Awards.

20.6 Translations. Any inconsistency between the terms of the Plan or any Agreement and the corresponding translation thereof into a language other than English shall be resolved by reference, solely, to the English language document.

**AMENDED AND RESTATED
COMMSCOPE HOLDING COMPANY, INC.
2011 INCENTIVE PLAN**

ADOPTION AND APPROVAL OF PLAN
Date Plan adopted by Board: January 14, 2011
Date Plan approved by Stockholders: January 14, 2011
Effective Date of Plan: January 14, 2011

ADOPTION AND APPROVAL OF AMENDMENT
Date Amendment adopted by Board: February 19, 2013
Date Amendment approved by Stockholders: February 19, 2013
Effective Date of Amendment: February 19, 2013

**AMENDED AND RESTATED
COMMSCOPE HOLDING COMPANY, INC.
2011 INCENTIVE PLAN**

<u>ARTICLE 1 PURPOSE</u>	1
1.1 General	1
<u>ARTICLE 2 DEFINITIONS</u>	1
2.1 Definitions	1
<u>ARTICLE 3 EFFECTIVE TERM OF PLAN</u>	4
3.1 Effective Date	4
3.2 Term of Plan	5
<u>ARTICLE 4 ADMINISTRATION</u>	5
4.1 Committee	5
4.2 Actions and Interpretations by the Committee	5
4.3 Authority of Committee	5
4.4 Indemnification	6
<u>ARTICLE 5 SHARES SUBJECT TO THE PLAN</u>	7
5.1 Number of Shares	7
5.2 Award Pools	7
5.3 Share Counting	7
5.4 Stock Distributed	7
<u>ARTICLE 6 ELIGIBILITY</u>	7
6.1 General	7
<u>ARTICLE 7 STOCK OPTIONS</u>	7
7.1 General	7
7.2 Incentive Stock Options	8
<u>ARTICLE 8 STOCK OR OTHER STOCK-BASED AWARDS</u>	8
8.1 Grant of Stock or Other Stock-Based Awards	8
<u>ARTICLE 9 PROVISIONS APPLICABLE TO AWARDS</u>	8
9.1 Award Certificates	8
9.2 Form of Payment of Awards	8
9.3 Limits on Transfer	9

9.4	Beneficiaries	9
9.5	Acceleration for Any Reason	9
9.6	Forfeiture Events	9
9.7	Stockholders Agreement; Registration Rights Agreement	10
<u>ARTICLE 10 CHANGES IN CAPITAL STRUCTURE</u>		10
10.1	Mandatory Adjustments	10
10.2	Discretionary Adjustments	10
10.3	General	11
<u>ARTICLE 11 AMENDMENT, MODIFICATION AND TERMINATION</u>		11
11.1	Amendment, Modification and Termination	11
11.2	Awards Previously Granted	11
11.3	Compliance Amendments	12
<u>ARTICLE 12 GENERAL PROVISIONS</u>		12
12.1	Rights of Participants	12
12.2	Withholding	12
12.3	Special Provisions Related to Section 409A of the Code	13
12.4	Unfunded Status of Awards	13
12.5	Relationship to Other Benefits	14
12.6	Expenses	14
12.7	Titles and Headings	14
12.8	Gender and Number	14
12.9	Fractional Shares	14
12.10	Government and Other Regulations	14
12.11	Governing Law	15
12.12	Severability	15
12.13	No Limitations on Rights of Company	16
12.14	Board Action	16
12.15	Notices	16

**AMENDED AND RESTATED
COMMSCOPE HOLDING COMPANY, INC.
2011 INCENTIVE PLAN**

**ARTICLE 1
PURPOSE**

1.1. GENERAL. The purpose of the Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan (the "Plan") is to promote the success, and enhance the value, of CommScope Holding Company, Inc. (formerly known as Cedar I Holding Company, Inc.) (the "Company") and its Affiliates (as defined below), by linking the personal interests of employees, officers, directors and consultants of the Company or any Affiliate to those of Company stockholders and by providing such persons with an incentive for outstanding performance. The Plan is further intended to provide flexibility to the Company in its ability to attract, motivate and retain the services of employees, officers, directors and consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

**ARTICLE 2
DEFINITIONS**

2.1. DEFINITIONS. When a word or phrase appears in this Plan with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be given the meaning ascribed to it in this Section or in Section 1.1 unless a clearly different meaning is required by the context. The following words and phrases shall have the following meanings:

(a) "Affiliate" means (i) any Subsidiary or Parent, or (ii) an entity that directly or through one or more intermediaries controls, is controlled by or is under common control with, the Company, as determined by the Committee.

(b) "Award" means any award of Options, Other Stock-Based Awards, or any other right or interest relating to Stock or cash, granted to a Participant under the Plan.

(c) "Award Certificate" means a written document, in such form as the Committee prescribes from time to time, setting forth the terms and conditions of an Award. Award Certificates may be in the form of individual award agreements or certificates or a program document describing the terms and provisions of an Award or series of Awards under the Plan. The Committee may provide for the use of electronic, internet or other non-paper Award Certificates, and the use of electronic, internet or other non-paper means for the acceptance thereof and actions thereunder by a Participant.

(d) "Board" means the Board of Directors of the Company.

(e) "Cause" as a reason for a Participant's termination of employment shall have the meaning assigned such term in the employment, severance or similar agreement, if any, between such Participant and the Company or an Affiliate entered into after the Effective Date, provided, however that if there is no such employment, severance or similar agreement in which such term is defined, and unless otherwise defined in the

applicable Award Certificate, “Cause” shall mean any of the following acts by the Participant, as determined by the Committee: (i) the commission of any act by the Participant constituting financial dishonesty against the Company or any of its Affiliates (which act would be chargeable as a crime under applicable law); (ii) the Participant’s engaging in any other act of dishonesty, fraud, intentional misrepresentation, moral turpitude, illegality or harassment which would: (A) materially adversely affect the business or the reputation of the Company or any of its Affiliates with their respective then-current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business; or (B) expose the Company or any of its Affiliates to a risk of civil or criminal legal damages, liabilities or penalties; (iii) the willful and repeated failure by the Participant to follow the lawful directives of the Board or the Participant’s supervisor; (iv) any material misconduct, material violation of the Company’s written policies, or willful and deliberate non-performance of duty by the Participant in connection with the business affairs of the Company or any of its Affiliates; or (v) the Participant’s material breach of any employment, severance, non-competition, non-solicitation, confidential information, or restrictive covenant agreement (including any Ownership of Work Product Acknowledgement), or similar agreement, with the Company or an Affiliate. With respect to a Participant’s termination of directorship, “Cause” means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law. The determination of the Committee as to the existence of “Cause” shall be conclusive on the Participant and the Company.

(f) “Code” means the Internal Revenue Code of 1986, as amended from time to time. For purposes of this Plan, references to sections of the Code shall be deemed to include references to any applicable regulations thereunder and any successor or similar provision.

(g) “Committee” means the committee of the Board described in Article 4.

(h) “Company” means CommScope Holding Company, Inc. (formerly known as Cedar I Holding Company, Inc.), a Delaware corporation, or any successor corporation.

(i) “Continuous Status as a Participant” means the absence of any interruption or termination of service as an employee, officer, consultant or director of the Company or any Affiliate, as applicable; provided, however, that for purposes of an Incentive Stock Option “Continuous Status as a Participant” means the absence of any interruption or termination of service as an employee of the Company or any Parent or Subsidiary, as applicable, pursuant to applicable tax regulations. Continuous Status as a Participant shall not be considered interrupted in the following cases: (i) a Participant transfers employment between the Company and an Affiliate or between Affiliates, or (ii) in the discretion of the Committee as specified at or prior to such occurrence, in the case of a spin-off, sale or disposition of the Participant’s employer from the Company or any Affiliate, or (iii) any leave of absence authorized in writing by the Company prior to its commencement; provided, however, that for purposes of Incentive Stock Options, no such leave may exceed 90 days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, on the 91st day of such leave any Incentive Stock Option held by the Participant shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Qualified Stock Option. Whether military, government or other service or other leave of absence shall constitute a termination of Continuous Status as a Participant shall be determined in each case by the Committee at its reasonable discretion, and any determination by the Committee shall be final and conclusive.

(j) “Disability” of a Participant means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. If the determination of Disability relates to an Incentive Stock Option, Disability means Permanent and Total Disability as defined in Section 22(e)(3) of the Code. In the event of a dispute, the determination of whether a Participant is Disabled will be made by the Committee and may be supported by the advice of a physician competent in the area to which such Disability relates.

(k) “Effective Date” has the meaning assigned such term in Section 3.1.

(l) “Eligible Participant” means an employee, officer, consultant or director of the Company or any Affiliate.

(m) “Fair Market Value,” on any date, means, with respect to a Share of Common Stock, (i) the closing sales price of the Shares as reported on the principal nationally recognized stock exchange on which the Shares are traded on such date, or if no prices are reported with respect to the Shares on such date, the closing price of the Shares on the last preceding date on which there were reported prices of the Shares, or (ii) if the Shares are not listed or admitted to unlisted trading privileges on a nationally recognized stock exchange, the mean between the bid and offered prices as quoted by the applicable interdealer quotation system for such date, provided that if the Shares are not quoted on an interdealer quotation system or it is determined that the fair market value is not properly reflected by such quotations, Fair Market Value will be determined by such other method as the Committee determines in good faith to be reasonable and in compliance with Code Section 409A without any discounts for minority interests, restrictions on transfer, illiquidity or lack of marketability, which determination will be conclusive.

(n) “Grant Date” of an Award means the first date on which all necessary corporate action has been taken to approve the grant of the Award as provided in the Plan, or such later date as is determined and specified as part of that authorization process. Notice of the grant shall be a provided to the grantee within a reasonable time after the Grant Date.

(o) “Incentive Stock Option” means an Option that is intended to be an incentive stock option and meets the requirements of Section 422 of the Code or any successor provision thereto.

(p) “Non-Qualified Stock Option” means any Option that is not an Incentive Stock Option.

(q) “Option” means a right granted to a Participant under Article 7 of the Plan to purchase Stock at a specified price during specified time periods. An Option may be either an Incentive Stock Option or a Non-Qualified Stock Option.

(r) "Other Stock-Based Award" means a right, granted to a Participant under Article 8, that relates to or is valued by reference to Stock or other Awards relating to Stock.

(s) "Parent" means a corporation, limited liability company, partnership or other entity which owns or beneficially owns a majority of the outstanding voting stock or voting power of the Company. Notwithstanding the above, with respect to an Incentive Stock Option, Parent shall have the meaning set forth in Section 424(e) of the Code.

(t) "Participant" means an Eligible Participant who has been granted an Award under the Plan; provided that in the case of the death of a Participant, the term "Participant" refers to a beneficiary designated pursuant to Section 9.4 or the legal guardian or other legal representative acting in a fiduciary capacity on behalf of the Participant under applicable state law and court supervision.

(u) "Plan" means the Amended and Restated CommScope Holding Company, Inc. 2011 Incentive Plan, as further amended from time to time.

(v) "Registration Rights Agreement" has the meaning assigned such term in Section 9.7.

(w) "Shares" means shares of the Company's Stock. If there has been an adjustment or substitution pursuant to Article 10, the term "Shares" shall also include any shares of stock or other securities that are substituted for Shares or into which Shares are adjusted pursuant to Article 10.

(x) "Stock" means the \$0.01 par value common stock of the Company and such other securities as may be substituted for Stock pursuant to Article 10.

(y) "Stockholders Agreement" has the meaning assigned such term in Section 9.7.

(z) "Subsidiary" means any corporation, limited liability company, partnership or other entity of which a majority of the outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company. Notwithstanding the above, with respect to an Incentive Stock Option, Subsidiary shall have the meaning set forth in Section 424(f) of the Code.

(aa) "1933 Act" means the Securities Act of 1933, as amended from time to time.

(bb) "1934 Act" means the Securities Exchange Act of 1934, as amended from time to time.

ARTICLE 3 EFFECTIVE TERM OF PLAN

3.1. **EFFECTIVE DATE.** Subject to the approval of the Plan by the Company's stockholders on or within 12 months after the date that the Plan is adopted by the Board, the Plan will become effective on the date that it is adopted by the Board (the "Effective Date").

3.2. TERM OF PLAN. Unless earlier terminated as provided herein, the Plan shall continue in effect until the tenth anniversary of the Effective Date or, if the stockholders approve an amendment to the Plan that increases the number of Shares subject to the Plan, the tenth anniversary of the date of such approval. The termination of the Plan on such date shall not affect the validity of any Award outstanding on the date of termination, which shall continue to be governed by the applicable terms and conditions of the Plan.

ARTICLE 4 ADMINISTRATION

4.1. COMMITTEE. The Plan shall be administered by a Committee appointed by the Board (which Committee shall consist of at least three directors) or, at the discretion of the Board from time to time, the Plan may be administered by the Board. The members of the Committee shall be appointed by, and may be changed at any time and from time to time in the discretion of, the Board. The Board may reserve to itself any or all of the authority and responsibility of the Committee under the Plan or may act as administrator of the Plan for any and all purposes. To the extent the Board has reserved any authority and responsibility or during any time that the Board is acting as administrator of the Plan, it shall have all the powers and protections of the Committee hereunder, and any reference herein to the Committee (other than in this Section 4.1) shall include the Board. To the extent any action of the Board under the Plan conflicts with actions taken by the Committee, the actions of the Board shall control.

4.2. ACTION AND INTERPRETATIONS BY THE COMMITTEE. For purposes of administering the Plan, the Committee may from time to time adopt, alter and repeal rules, regulations, guidelines and procedures for carrying out the provisions and purposes of the Plan and make such other determinations, not inconsistent with the Plan, as the Committee may deem appropriate. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan. The Committee's interpretation of the Plan, any Awards granted under the Plan, any Award Certificate and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Affiliate, the Company's or an Affiliate's independent certified public accountants, Company counsel or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan. No member of the Committee will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

4.3. AUTHORITY OF COMMITTEE. Except as provided in Section 4.1 hereof, the Committee has the exclusive power, authority and discretion to:

- (a) grant Awards;
- (b) designate Participants;
- (c) determine the type or types of Awards to be granted to each Participant;
- (d) determine the number of Awards to be granted and the number of Shares or dollar amount to which an Award will relate;
- (e) determine the terms and conditions of any Award granted under the Plan;

- (f) prescribe the form of each Award Certificate, which need not be identical for each Participant;
- (g) decide all other matters that must be determined in connection with an Award;
- (h) establish, adopt or revise any rules, regulations, guidelines or procedures as it may deem necessary or advisable to administer the Plan;
- (i) make all other decisions and determinations that may be required under the Plan or as the Committee deems necessary or advisable to administer the Plan;
- (j) amend the Plan or any Award Certificate as provided herein; and

(k) adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of the United States or any non-U.S. jurisdictions in which the Company or any Affiliate may operate, in order to assure the viability of the benefits of Awards granted to participants located in the United States or such other jurisdictions and to further the objectives of the Plan.

4.4. INDEMNIFICATION. Each person who is or shall have been a member of the Committee, or of the Board, or an officer of the Company to whom authority was delegated in accordance with this Article 4, shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf, unless such loss, cost, liability, or expense is a result of his or her own willful misconduct or except as expressly provided by statute. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's charter or bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

ARTICLE 5
SHARES SUBJECT TO THE PLAN

5.1. NUMBER OF SHARES. Subject to adjustment as provided in Sections 5.2 and Section 10.1, the maximum aggregate number of Shares available for issuance pursuant to Awards granted under the Plan shall be equal to 5,323,178 (the "Maximum Shares Available"). All of the Maximum Shares Available may be issued upon exercise of Incentive Stock Options granted under the Plan.

5.2. AWARD POOLS. The Committee may authorize the grant of Awards in separate pools, with each pool having different vesting conditions (determined at the discretion of the Committee). The Committee shall have discretion to determine whether, and to what extent, separate pools shall be used and which class of Participants shall participate in any such pools designated.

5.3. SHARE COUNTING. Shares covered by an Award shall be subtracted from the Plan share reserve as of the Grant Date. To the extent that an Award is canceled, terminates, expires, is forfeited or lapses for any reason, any unissued or forfeited Shares originally subject to the Award will be added back to the Plan share reserve and again be available for issuance pursuant to Awards granted under the Plan.

5.4. STOCK DISTRIBUTED. Any Stock distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Stock, treasury Stock, or Stock purchased on the open market.

ARTICLE 6
ELIGIBILITY

6.1. GENERAL. Awards may be granted only to Eligible Participants. Incentive Stock Options may be granted only to Eligible Participants who are employees of the Company or a Parent or Subsidiary as defined in Section 424(e) and (f) of the Code. Eligible Participants who are service providers to an Affiliate may be granted Options under this Plan only if the Affiliate qualifies as an "eligible issuer of service recipient stock" within the meaning of §1.409A-1(b)(5)(iii)(E) of the final regulations under Code Section 409A.

ARTICLE 7
STOCK OPTIONS

7.1. GENERAL. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) EXERCISE PRICE. The exercise price per Share under an Option shall be determined by the Committee, provided that the exercise price for any Option shall not be less than the Fair Market Value as of the Grant Date.

(b) TIME AND CONDITIONS OF EXERCISE. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, subject to Section 7.1(d). The Committee shall also determine the performance or other conditions, if any, that must be satisfied before all or part of an Option may be exercised or vested.

(c) PAYMENT. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, and the methods by which Shares shall be delivered or deemed to be delivered to Participants. As determined by the Committee at or after the Grant Date and in its sole discretion, payment of the exercise price of an Option may be made, in whole or in part, in the form of (i) cash or cash equivalents, (ii) delivery (by either actual delivery or attestation) of previously-acquired Shares based on the Fair Market Value of the Shares on the date the Option is exercised, (iii) withholding of Shares from the Option based on the Fair Market Value of the Shares on the date the Option is exercised, or (iv) any other “cashless exercise” arrangement. No Shares will be issued upon exercise of an Option until full payment therefor has been made.

(d) EXERCISE TERM. No Option granted under the Plan shall be exercisable for more than ten years from the Grant Date.

(e) NO DEFERRAL FEATURE. No Option shall provide for any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of the Option.

7.2. INCENTIVE STOCK OPTIONS. The terms of any Incentive Stock Options granted under the Plan must comply with the requirements of Section 422 of the Code. Without limiting the foregoing, any Incentive Stock Option granted to a Participant who at the Grant Date owns more than 10% of the voting power of all classes of shares of the Company must have an exercise price per Share of not less than 110% of the Fair Market Value per Share on the Grant Date and an Option term of not more than five years. If all of the requirements of Section 422 of the Code (including the above) are not met, the Option shall automatically become a Non-Qualified Stock Option.

ARTICLE 8 STOCK OR OTHER STOCK-BASED AWARDS

8.1. GRANT OF STOCK OR OTHER STOCK-BASED AWARDS. The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, as deemed by the Committee to be consistent with the purposes of the Plan, including without limitation Shares awarded purely as a “bonus” and not subject to any restrictions or conditions, convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, and Awards valued by reference to book value of Shares or the value of securities of or the performance of specified Parents or Subsidiaries. The Committee shall determine the terms and conditions of such Awards.

ARTICLE 9 PROVISIONS APPLICABLE TO AWARDS

9.1. AWARD CERTIFICATES. Each Award shall be evidenced by an Award Certificate. Each Award Certificate shall include such provisions, not inconsistent with the Plan, as may be specified by the Committee.

9.2. FORM OF PAYMENT FOR AWARDS. At the discretion of the Committee, payment of Awards may be made in cash, Stock, a combination of cash and Stock, or any other

form of property as the Committee shall determine. In addition, payment of Awards may include such terms, conditions, restrictions and/or limitations, if any, as the Committee deems appropriate, including, in the case of Awards paid in the form of Stock, restrictions on transfer and forfeiture provisions. Further, payment of Awards may be made in the form of a lump sum, or in installments, as determined by the Committee.

9.3. LIMITS ON TRANSFER. No right or interest of a Participant in any unexercised or restricted Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or an Affiliate. No unexercised or restricted Award shall be assignable or transferable by a Participant other than by will or the laws of descent and distribution; provided, however, that the Committee may, but need not, permit other transfers (other than transfers for value) where the Committee concludes that such transferability (i) is permitted by Rule 701 under the 1933 Act, if applicable, and under Section 12.10(d), (ii) does not result in accelerated taxation, (iii) does not cause any Option intended to be an Incentive Stock Option to fail to be described in Code Section 422(b), and (iv) is otherwise appropriate and desirable, taking into account any factors deemed relevant, including without limitation, state or federal tax or securities laws applicable to transferable Awards. Notwithstanding anything herein to the contrary, any transfer of an Award must comply with the terms and conditions of any Stockholders Agreement and Registration Rights Agreement and with the Award Certificate.

9.4. BENEFICIARIES. Notwithstanding Section 9.3 but subject to Section 12.10(d), a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights under the Plan is subject to all terms and conditions of the Plan and any Award Certificate applicable to the Participant, except to the extent the Plan and Award Certificate otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, any payment due to the Participant shall be made to the Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant, in the manner provided by the Company, at any time provided the change or revocation is filed with the Committee.

9.5. ACCELERATION FOR ANY REASON. The Committee may in its sole discretion at any time determine that all or a portion of a Participant's Options shall become fully or partially exercisable, that all or a part of the time-based vesting restrictions on all or a portion of the outstanding Awards shall lapse, and/or that any performance-based criteria with respect to any Awards shall be deemed to be wholly or partially satisfied, in each case, as of such date as the Committee may, in its sole discretion, declare. The Committee may discriminate among Participants and among Awards granted to a Participant in exercising its discretion pursuant to this Section 9.5. Notwithstanding anything in the Plan, including this Section 9.5, the Committee may not accelerate the payment of any Award if such acceleration would violate Section 409A(a)(3) of the Code.

9.6. FORFEITURE EVENTS. The Committee may specify in an Award Certificate that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, (i) termination of employment for Cause, (ii) violation of material Company or Affiliate policies, (iii) breach of noncompetition, confidentiality

or other restrictive covenants that may apply to the Participant, (iv) other conduct by the Participant that is detrimental to the business or reputation of the Company or any Affiliate, or (v) a later determination that the vesting of, or amount realized from, a performance-based Award was based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, whether or not the Participant caused or contributed to such material inaccuracy.

9.7 **STOCKHOLDERS AGREEMENT; REGISTRATION RIGHTS AGREEMENT.** As a condition to the issuance of Shares of Stock to a Participant pursuant to an Award under the Plan, unless otherwise provided the applicable Award Certificate, the Participant shall be required to agree that such Shares shall be subject to all of the terms, conditions and restrictions contained in any Stockholders Agreement by and among the Company and the Company's stockholders (the "Stockholders Agreement"), and in any Registration Rights Agreement by and among the Company and the Company's stockholders (the "Registration Rights Agreement"), and the Participant shall become a party to and subject to such Stockholders Agreement and Registration Rights Agreement.

ARTICLE 10 CHANGES IN CAPITAL STRUCTURE

10.1. **MANDATORY ADJUSTMENTS.** In the event of a nonreciprocal transaction between the Company and its stockholders that causes the per-share value of the Stock to change (including, without limitation, any stock dividend, stock split, spin-off, rights offering, or large nonrecurring cash dividend), the authorization limits under Section 5.1 shall be adjusted proportionately, and the Committee shall make such adjustments to the Plan and Awards as it deems necessary, in its sole discretion, to prevent dilution or enlargement of rights immediately resulting from such transaction. Action by the Committee may include: (i) adjustment of the number and kind of shares that may be delivered under the Plan; (ii) adjustment of the number and kind of shares subject to outstanding Awards; (iii) adjustment of the exercise price of outstanding Awards or the measure to be used to determine the amount of the benefit payable on an Award; and (iv) any other adjustments that the Committee determines to be equitable. Notwithstanding the foregoing, the Committee shall not make any adjustments to outstanding Options that would constitute a modification or substitution of the stock right under Treas. Reg. Sections 1.409A-1(b)(5)(v) that would be treated as the grant of a new stock right or change in the form of payment for purposes of Code Section 409A. Without limiting the foregoing, in the event of a subdivision of the outstanding Stock (stock-split), a declaration of a dividend payable in Shares, or a combination or consolidation of the outstanding Stock into a lesser number of Shares, the authorization limits under Section 5.1 shall automatically be adjusted proportionately, and the Shares then subject to each Award shall automatically, without the necessity for any additional action by the Committee, be adjusted proportionately without any change in the aggregate purchase price therefor.

10.2 **DISCRETIONARY ADJUSTMENTS.** Upon the occurrence or in anticipation of any corporate event or transaction involving the Company (including, without limitation, any merger, reorganization, recapitalization, combination or exchange of shares, or any transaction described in Section 10.1), the Committee may, in its sole discretion, provide (i) that Awards will be settled in cash rather than Stock, (ii) that Awards will become immediately vested and non-forfeitable and exercisable (in whole or in part) and will expire after a designated period of time to the extent not then exercised, (iii) that Awards will be assumed by another party to a transaction or otherwise be equitably converted or substituted in connection with such transaction, (iv) that outstanding Awards may be settled by payment in cash or cash equivalents

equal to the excess of the Fair Market Value of the underlying Stock, as of a specified date associated with the transaction, over the exercise or base price of the Award, (v) that performance targets and performance periods for performance-based awards will be modified to reflect the projected effect of such event or transaction, or (vi) any combination of the foregoing. The Committee's determination need not be uniform and may be different for different Participants whether or not such Participants are similarly situated.

10.3 GENERAL. Any discretionary adjustments made pursuant to this Article 10 shall be subject to the provisions of Section 11.2. To the extent that any adjustments made pursuant to this Article 10 cause Incentive Stock Options to cease to qualify as Incentive Stock Options, such Options shall be deemed to be Non-Qualified Stock Options.

ARTICLE 11 AMENDMENT, MODIFICATION AND TERMINATION

11.1. AMENDMENT, MODIFICATION AND TERMINATION. The Board or the Committee may, at any time and from time to time, amend, modify or terminate the Plan without stockholder approval; provided, however, that if an amendment to the Plan would constitute a material change requiring stockholder approval under applicable laws, policies or regulations or the applicable listing or other requirements of a securities exchange, then such amendment shall be subject to stockholder approval; and provided, further, that the Board or Committee may condition any other amendment or modification on the approval of stockholders of the Company for any reason, including by reason of such approval being necessary or deemed advisable (i) to comply with the listing or other requirements of a securities exchange, or (ii) to satisfy any other tax, securities or other applicable laws, policies or regulations.

11.2. AWARDS PREVIOUSLY GRANTED. At any time and from time to time, the Committee may amend, modify or terminate any outstanding Award without approval of the Participant; provided, however:

(a) Subject to the terms of the applicable Award Certificate, such amendment, modification or termination shall not, without the written consent of the Participant affected thereby, reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment, modification, or termination (with the per-share value of an Option for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment, modification, or termination over the exercise price of such Option); and

(b) No termination, amendment, or modification of the Plan shall adversely affect any Award previously granted under the Plan, without the written consent of the Participant affected thereby. An outstanding Award shall not be deemed to be "adversely affected" by an amendment, modification, or termination of the Plan if such amendment, modification, or termination would not reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment, modification, or termination (with the per-share value of an Option for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment, modification, or termination over the exercise price of such Option).

11.3. **COMPLIANCE AMENDMENTS.** Notwithstanding anything in the Plan or in any Award Certificate to the contrary, the Board may amend the Plan or an Award Certificate, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Plan or Award Certificate to any present or future law relating to plans of this or similar nature (including, but not limited to, Section 409A of the Code), and to the administrative regulations and rulings promulgated thereunder. By accepting an Award under this Plan, a Participant agrees to any amendment made pursuant to this Section 11.3 to any Award granted under the Plan without further consideration or action.

ARTICLE 12 GENERAL PROVISIONS

12.1. RIGHTS OF PARTICIPANTS.

(a) No Participant or any Eligible Participant shall have any claim to be granted any Award under the Plan. Neither the Company, its Affiliates nor the Committee is obligated to treat Participants or Eligible Participants uniformly, and determinations made under the Plan may be made by the Committee selectively among Eligible Participants who receive, or are eligible to receive, Awards (whether or not such Eligible Participants are similarly situated).

(b) Nothing in the Plan, any Award Certificate or any other document or statement made with respect to the Plan, shall interfere with or limit in any way the right of the Company or any Affiliate to terminate any Participant's employment or status as an officer, or any Participant's service as a director, at any time, nor confer upon any Participant any right to continue as an employee, officer, or director of the Company or any Affiliate, whether for the duration of a Participant's Award or otherwise.

(c) Neither an Award nor any benefits arising under this Plan shall constitute an employment contract with the Company or any Affiliate and, accordingly, subject to Article 11, this Plan and the benefits hereunder may be terminated at any time in the sole and exclusive discretion of the Committee without giving rise to any liability on the part of the Company or any of its Affiliates.

(d) No Award gives a Participant any of the rights of a stockholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

12.2. **WITHHOLDING.** The Company or any Affiliate shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company or such Affiliate, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation) required by law to be withheld with respect to any exercise, lapse of restriction or other taxable event arising as a result of the Plan. The obligations of the Company under the Plan will be conditioned on such payment or arrangements and the Company or such Affiliate will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. Unless otherwise determined by the Committee at the time the Award is granted or thereafter, any such withholding requirement may be satisfied, in whole or in part, by withholding from the Award Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. All such elections shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

12.3. SPECIAL PROVISIONS RELATED TO SECTION 409A OF THE CODE.

(a) General. It is intended that the payments and benefits provided under the Plan and any Award shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. The Plan and all Award Certificates shall be construed in a manner that effects such intent. Nevertheless, the tax treatment of the benefits provided under the Plan or any Award is not warranted or guaranteed. Neither the Company, its Affiliates nor their respective directors, officers, employees or advisers (other than in his or her capacity as a Participant) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant or other taxpayer as a result of the Plan or any Award.

(b) Definitional Restrictions. Notwithstanding anything in the Plan or in any Award Certificate to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable, or a different form of payment (e.g., lump sum or installment) would be effected, under the Plan or any Award Certificate by reason of the occurrence of a Liquidity Event (as defined in an applicable Award Certificate), or the Participant's Disability or separation from service, such amount or benefit will not be payable or distributable to the Participant, and/or such different form of payment will not be effected, by reason of such circumstance unless the circumstances giving rise to such Liquidity Event, Disability or separation from service meet any description or definition of "change in control event," "disability" or "separation from service," as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the *vesting* of any Award upon a Liquidity Event, Disability or separation from service, however defined. If this provision prevents the payment or distribution of any amount or benefit, or the application of a different form of payment of any amount or benefit, such payment or distribution shall be made at the time and in the form that would have applied absent the Liquidity Event, Disability or separation from service, as applicable.

(c) Allocation among Possible Exemptions. If any one or more Awards granted under the Plan to a Participant could qualify for any separation pay exemption described in Treas. Reg. Section 1.409A-1(b)(9), but such Awards in the aggregate exceed the dollar limit permitted for the separation pay exemptions, the Company (acting through the Committee or the officer in charge of human resources) shall determine which Awards or portions thereof will be subject to such exemptions.

(d) Installment Payments. If, pursuant to an Award, a Participant is entitled to a series of installment payments, such Participant's right to the series of installment payments shall be treated as a right to a series of separate payments and not to a single payment. For purposes of the preceding sentence, the term "series of installment payments" has the meaning provided in Treas. Reg. Section 1.409A-2(b)(2)(iii) (or any successor thereto).

12.4. UNFUNDED STATUS OF AWARDS. The Plan is intended to be an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award

Certificate shall give the Participant any rights that are greater than those of a general creditor of the Company or any Affiliate. In its sole discretion, the Committee may authorize the creation of grantor trusts or other arrangements to meet the obligations created under the Plan to deliver Shares or payments in lieu of Shares or with respect to Awards. This Plan is not intended to be subject to ERISA.

12.5. RELATIONSHIP TO OTHER BENEFITS. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or benefit plan of the Company or any Affiliate unless provided otherwise in such other plan. Nothing contained in the Plan will prevent the Company from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

12.6. EXPENSES. The expenses of administering the Plan shall be borne by the Company and its Affiliates.

12.7. TITLES AND HEADINGS. The titles and headings of the Sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

12.8. GENDER AND NUMBER. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

12.9. FRACTIONAL SHARES. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down.

12.10. GOVERNMENT AND OTHER REGULATIONS.

(a) The Committee may require each Participant to represent to the Company in writing that the Participant is acquiring securities of the Company for investment purposes and without a view to distribution thereof and as to such other matters as the Committee believes are appropriate. All certificates for Shares or other securities delivered under the Plan will be subject to such share-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the 1993 Act, the 1934 Act, any securities exchange upon which the Shares are then listed, and any other applicable federal or state securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(b) Notwithstanding any other provision of the Plan, no Participant who acquires Shares pursuant to the Plan may, during any period of time that such Participant is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the 1933 Act), sell such Shares, unless such offer and sale is made (i) pursuant to an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) pursuant to an appropriate exemption from the registration requirement of the 1933 Act.

(c) Notwithstanding any other provision of the Plan, if at any time the Committee shall determine that the registration, listing or qualification of the Shares covered by an Award upon any securities exchange or under any foreign, federal, state or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Award or the purchase or receipt of Shares thereunder, no Shares may be purchased, delivered or received pursuant to such Award unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any condition not acceptable to the Committee. Any Participant receiving or purchasing Shares pursuant to an Award shall make such representations and agreements and furnish such information as the Committee may request to assure compliance with the foregoing or any other applicable legal requirements. The Company shall not be required to issue or deliver any certificate or certificates for Shares under the Plan prior to the Committee's determination that all related requirements have been fulfilled. The Company shall in no event be obligated to register any securities pursuant to the 1933 Act or applicable state or foreign law or to take any other action in order to cause the issuance and delivery of such certificates to comply with any such law, regulation or requirement.

(d) In the event that the Committee determines that the Company shall rely on Rule 12h-1(f) under the 1934 Act in order to secure an exemption from the provisions of Section 12(g) of the 1934 Act with respect to any Awards issued under this Plan, then, notwithstanding any other provision of the Plan and until such time as the Company becomes subject to the reporting requirements of section 13 or 15(d) of the 1934 Act or the Committee determines that the Company is no longer relying on such exemption:

(i) Awards under the Plan may only be issued to Participants who are persons described in Rule 701(c) under the 1933 Act, and any transfers of Awards, if authorized by the Committee under Section 9.3 of the Plan, may be made only to such transferees and in such circumstances as permitted in Rule 12h-1(f)(1)(iv);

(ii) Awards and Shares of Stock issuable upon exercise or vesting of Awards are restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position," or any "call equivalent position" by the Participant prior to exercise of the Award, except with respect to transfers permitted under subsection (d)(i) above; and

(iii) The Company shall provide Participants with such financial statements and other information as is required under Rule 12h-1(f)(1)(vi).

12.11. **GOVERNING LAW.** To the extent not governed by federal law, the Plan and all Award Certificates shall be construed in accordance with and governed by the laws and judicial decisions of the State of Delaware, without regard to the application of the principles of conflicts of laws.

12.12. **SEVERABILITY.** In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

12.13. **NO LIMITATIONS ON RIGHTS OF COMPANY.** The grant of any Award shall not in any way affect the right or power of the Company to make adjustments, reclassification or changes in its capital or business structure or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets. The Plan shall not restrict the authority of the Company, for proper corporate purposes, to draft or assume awards, other than under the Plan, to or with respect to any person. If the Committee so directs, the Company may issue or transfer Shares to an Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer such Shares to a Participant in accordance with the terms of an Award granted to such Participant and specified by the Committee pursuant to the provisions of the Plan.

12.14. **BOARD ACTION.** Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board or Committee, as the case may be, taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain stockholders of the Company or other persons required by: (i) the Certificate of Incorporation of the Company (as the same may be amended and/or restated from time to time); (ii) the Bylaws of the Company (as the same may be amended and/or restated from time to time); and (iii) any other agreement, instrument, document or writing now or hereafter existing, between or among the Company and its stockholders or other persons (as the same may be amended from time to time).

12.15. **NOTICES.** Any notice to be given to the Company pursuant to the provisions of the Plan will be addressed to the Company in care of its Secretary (or such other person as the Company may designate from time to time) at its principal executive office, and any notice to be given to a Participant will be delivered personally or addressed to him or her at such address as the Participant may designate in writing to the Company. Any such notice will be deemed duly given on the date and at the time delivered via personal, courier or recognized overnight delivery service or, if sent via telecopier, on the date and at the time telecopied with confirmation of delivery or, if mailed, on the date five (5) days after the date of the mailing (which will be by regular, registered or certified mail). Delivery of a notice by telecopy (with confirmation) will be permitted and will be considered delivery of a notice notwithstanding that it is not an original that is received.

The foregoing is hereby acknowledged as being the Amended and Restated CommScope Holding Company, Inc., Inc. 2011 Incentive Plan as adopted by the Board and by the stockholders on January 14, 2011 and amended by the Board and by the stockholders on February 19, 2013.

COMMSCOPE HOLDING COMPANY, INC.

By: _____

Its: _____

COMMSCOPE, INC.
ANNUAL INCENTIVE PLAN
(as amended effective March 24, 2009)

1. *Purpose*

The purpose of the Annual Incentive Plan is to enhance CommScope, Inc.'s ability to attract, motivate, reward and retain employees, to strengthen their commitment to the success of the Company and to align their interests with those of the Company's stockholders by providing additional compensation to designated employees of the Company based on the achievement of performance objectives. To this end, the Annual Incentive Plan provides a means of annually rewarding participants primarily based on the performance of the Company and its Operating Units and secondarily based on the achievement of personal performance objectives. The adoption of this Plan as it relates to Executive Officers is subject to the approval of the stockholders of the Company.

2. *Definitions*

(a) "Accredited Investor" shall have the meaning ascribed to such term in Rule 501 of Regulation D of the Securities Act of 1933, as amended.

(b) "Award" shall mean the incentive award earned by a Participant under the Plan for any Performance Period.

(c) "Base Salary" shall mean the Participant's annual base salary actually paid by the Company and received by the Participant during the applicable Performance Period. Annual base salary does not include (i) Awards under the Plan, (ii) long-term incentive awards, (iii) signing bonuses or any similar bonuses, (iv) cash payments received pursuant to the Company's Retirement Savings Plan, (v) imputed income from such programs as executive life insurance, or (vi) nonrecurring earnings such as moving expenses, and is based on salary earnings before reductions for such items as contributions under Section 401(k) of the Internal Revenue Code of 1986, as amended.

(d) "Beneficial Owner", "Beneficially Owned" and "Beneficially Owning" shall have the meanings applicable under Rule 13d-3 promulgated under the 1934 Act.

(e) "Board" shall mean the Board of Directors of the Company.

(f) "CEO" shall mean the Chief Executive Officer of the Company.

(g) "Change in Control" means the occurrence of any of the following:

(1) An acquisition (other than directly from the Company) of any Voting Securities by any Person, immediately after which such Person has Beneficial Ownership of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of the Company's then-outstanding Voting Securities; provided, however, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A "Non-Control Acquisition" shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a "Related Entity"), (ii) the Company or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(2) The individuals who, as of the effective date of the Plan, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the members of the Board or, following a Merger (as hereinafter defined), the board of directors of (i) the corporation resulting from such Merger (the "Surviving Corporation"), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a "Parent Corporation") or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; provided, however, that, if the election, or nomination for election by the Company's common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered a member of the Incumbent Board; and provided, further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(3) The consummation of:

(i) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a “Merger”), unless such Merger is a “Non-Control Transaction.” A “Non-Control Transaction” shall mean a Merger in which:

(A) the shareholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity, or (4) any Person who, immediately prior to the Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(ii) A complete liquidation or dissolution of the Company; or

(iii) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company’s shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the “Subject Person”) acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Company which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons; provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Company and, after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(h) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(i) “Committee” shall mean the Compensation Committee of the Board; provided, however, that with respect to Employees who are not Executive Officers, the Compensation Committee may delegate to the CEO the authority and responsibility to administer the Plan to the same extent as the Compensation Committee (or to such lesser extent as the Compensation Committee may provide) and if the Compensation Committee so delegates its authority and responsibility, references herein to the Committee shall be deemed to refer to the CEO to the extent such authority and responsibility has been so delegated.

(j) “Company” shall mean CommScope, Inc., its successors and assigns.

(k) “Disability” shall mean permanent disability, as provided in the Company’s long-term disability plan.

(l) “Effective Date” shall mean the date that the Plan is adopted by the Board.

(m) “Employee” shall mean any person (including an officer) employed by the Company or any of its subsidiaries on a full-time salaried basis.

(n) “Executive Officer” shall mean, for any Performance Period, an Employee who (i) as of the beginning of the Performance Period is an officer subject to Section 16 of the 1934 Act, and (ii) who, prior to determining Target Awards for the Performance Period pursuant to Section 5(a) of the Plan, the Committee designates as an Executive Officer for purposes of this Plan. If the Committee does not make the designation in clause (ii) for a Performance Period, all Employees described in clause (i) shall be deemed to be Executive Officers for purposes of this Plan.

(o) “Financial Target”, for any Performance Period, may be expressed in terms of (i) stock price, (ii) earnings per share, (iii) operating income, (iv) return on equity or assets, (v) cash flow, (vi) earnings before interest, tax, depreciation and amortization (EBITDA), (vii) revenues, (viii) overall revenue or sales growth, (ix) expense reduction or management, (x) market position, (xi) total shareholder return, (xii) return on investment, (xiii) earnings before interest and taxes (EBIT), (xiv) net income, (xv) return on net assets, (xvi) economic value added, (xvii) shareholder value added, (xviii) cash flow return on investment, (xix) net operating profit, (xx) net operating profit after tax, (xxi) return on capital, (xxii) return on invested capital, or (xxiii) any combination, including one or more ratios, of the foregoing. Financial Targets may be

expressed as a combination of Company and/or Operating Unit performance goals and may be absolute or relative (to prior performance or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range.

(p) "Financial Target Award Earned", for any Performance Period, shall mean the percentage of Target Awards earned based on the Company's and/or, if applicable, an Operating Unit's achievement of Financial Target(s) for that Performance Period.

(q) "1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

(r) "Operating Unit", for any Performance Period, shall mean a division, Subsidiary, group, product line or product line grouping for which an income statement reflecting sales and operating income is produced.

(s) "Participant", for any Performance Period, shall mean an Employee selected to participate in the Plan for such Performance Period.

(t) "Performance-Based Compensation" shall mean any Award that is intended to constitute "performance based compensation" within the meaning of Section 162(m)(4)(C) of the Code and the regulations promulgated thereunder.

(u) "Performance Period" shall mean the fiscal year of the Company or such time period designated by the Committee at the time that Financial Targets are established and during which the performance of the Company and/or Operating Units will be measured.

(v) "Person" shall mean a person within the meaning of Sections 13(d) and 14(d) of the 1934 Act.

(w) "Personal Performance Percentage", with respect to Participants (other than Executive Officers) for any Performance Period, shall mean the percentage based on the Participant's personal performance, as determined in accordance with Section 5(e) of the Plan.

(x) "Plan" shall mean this CommScope, Inc. Annual Incentive Plan, as from time to time amended and in effect.

(y) "Retirement" shall mean (i) retirement at or after age 55 and the completion of 10 years of service with the Company or any of its Subsidiaries, (ii) retirement at or after age 65 or (iii) early retirement with the prior written approval of the Company.

(z) "Schedules" for any Performance Period, shall mean the schedules described in Section 5(a) of the Plan.

(aa) "Subsidiary" shall mean a corporation as defined in Section 424(f) of the Internal Revenue Code of 1986, as amended, with the Company being treated as the employer corporation for purposes of this definition.

(bb) "Target Award", for any Participant with respect to any Performance Period, shall mean the Participant's Base Salary multiplied by his or her Target Award Percentage.

(cc) "Target Award Percentage" for any Participant with respect to any Performance Period, shall mean the percentage of the Participant's Base Salary that the Participant would earn as an Award for that Performance Period if each of the Financial Target Award Earned and Personal Performance Percentage (if applicable) for that Performance Period is 100%, and shall be determined by the Committee based on the Participant's responsibility level or the position or positions held during the Performance Period; *provided, however*, that if any Participant other than an Executive Officer held more than one position during the Performance Period, then the Committee may designate different Target Award Percentages with respect to each position and the Award will be pro-rated to reflect the number of days during which such Participant had each Target Award Percentage.

(dd) "Voting Securities" shall mean, with the voting securities of the Company.

3. *Eligibility*

Generally, all Employees are eligible to participate in the Plan for any Performance Period. However, participation may be limited to those Employees who, because of their significant impact on the current and future success of the Company, the Committee selects, in accordance with Section 5 of this Plan, to participate in the Plan for that Performance Period. Notwithstanding the foregoing, the CEO shall participate in the Plan in every Performance Period.

To be eligible to receive an Award in respect of any Performance Period an Employee shall have had at least three months active tenure during such Performance Period and be actively employed by the Company on the Award payment date. The Committee may approve, for Participants other than the Executive Officers and in accordance with Sections 7 and 8 of this Plan, exceptions for special circumstances.

If an Employee other than an Executive Officer, becomes a Participant during a Performance Period, such Participant's Award will be prorated based on the number of days that he or she is a Participant, unless, with respect to Participants other than Executive Officers, the Committee otherwise determines.

4. *Administration*

The administration of the Plan shall be consistent with the purpose and the terms of the Plan. The Plan shall be administered by the Committee. Each member of the Committee shall be an “outside director” within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code; provided that if the Compensation Committee has delegated to the CEO any authority or responsibility to administer the Plan with respect to Employees who are not Executive Officers, the CEO shall not be required to be an “outside director.” The Committee shall have full authority to establish the rules and regulations relating to the Plan, to interpret the Plan and those rules and regulations, to select Participants in the Plan, to determine the Company’s and, if applicable, each Operating Unit’s Financial Target(s) and each Participant’s Target Award Percentage for each Performance Period, to approve all the Awards, to decide the facts in any case arising under the Plan and to make all other determinations and to take all other actions necessary or appropriate for the proper administration of the Plan, including the delegation of such authority or power, where appropriate; *provided, however*, that the Committee shall not be authorized to increase the amount of the Award payable to a Participant that is an Executive Officer that would otherwise be payable pursuant to the terms of the Plan. The Committee may in its sole discretion decrease the amount of an Award that would otherwise be payable to a Participant pursuant to the terms of the Plan, (and no such reduction may increase the Award payable to any other Participant) and, *provided, further*, that the Committee shall only exercise such discretion over the Plan and the Awards granted thereunder, to the extent permitted under Section 162(m) of the Code and the regulations thereunder without adversely affecting the treatment of any Executive Officer’s Award as Performance-Based Compensation.

The Committee’s administration of the Plan, including all such rules and regulations, interpretations, selections, determinations, approvals, decisions, delegations, amendments, terminations and other actions, shall be final and binding on the Company, the Subsidiaries, their respective stockholders and all employees of the Company and the Subsidiaries, including the Participants and their respective beneficiaries.

5. *Determination of Awards*

(a) Prior to, or as soon as practicable following, the commencement of each Performance Period, the Committee shall determine the Employees who shall be Participants during that Performance Period and determine each Participant’s Target Award Percentage. The Committee shall also establish the Financial Target(s) for that Performance Period (which, with respect to Executive Officers for that Performance Period, shall be established in writing by the earlier of (1) the date on which one-quarter of the Performance Period has elapsed or (2) the date which is 90 days after the commencement of the Performance Period, and in any event while the performance relating to the Financial Target(s) remains substantially uncertain). The Participants, each Participant’s Target Award Percentage and the Financial Targets for each Performance Period shall be set forth on a Schedule. The Company shall notify each Participant of his or her Target Award Percentage and the applicable Financial Targets for the Performance Period.

(b) Generally, a Participant earns an Award for a Performance Period based on the Company’s and/or his or her Operating Unit’s achievement of applicable Financial Target(s). In addition, the Award for any Participant (other than an Executive Officer) may be adjusted based on the Participant’s Personal Performance Percentage. The Committee may determine that different Financial Targets are applicable to different Participants, groups of Participants, Operating Units or groups of Operating Units with respect to a specific Performance Period. The Committee may also establish a minimum threshold of Company or Operating Unit performance which must be achieved in order for any portion of an Award to be earned for that Performance Period, provided, with respect to Executive Officers for that Performance Period, such threshold is established by the earlier of (1) the date on which one-quarter of the Performance Period has elapsed or (2) the date which is 90 days after the commencement of the Performance Period, and in any event while the performance relating to the Financial Target(s) remains substantially uncertain. Notwithstanding the foregoing, if in any Performance Period a minimum threshold of Company and/or Operating Unit performance is established and the Company’s and/or any Operating Unit’s actual performance as measured against that minimum threshold would otherwise preclude the earning of Awards for that Performance Period, the Committee may upon consideration of the events of the Performance Period, determine that Awards may be earned by Participants (other than Executive Officers) for that Performance Period.

(c) The maximum award an Executive Officer may receive for any Performance Period is \$4 million.

(d) Awards shall be earned by Participants in accordance with such formula or formulas determined by the Committee consistent with the provisions of this Plan.

(e) *Personal Performance Percentage.* Executive Officers are not eligible for an adjustment based on personal performance. Each other Participant’s performance may be evaluated and a Personal Performance Percentage for such Participant may be recommended for approval by the Committee. If applicable, the Personal Performance Percentage may range from 0 to 120 percent to reflect the Participant’s personal performance during the Performance Period; *provided, however*, that the application of this Section 5(e) shall not result in an increase in the aggregate dollar amount of all Awards earned by all Participants for that Performance Period determined before the application of this Section 5(e).

6. *Changes to the Target Award Percentage*

The Committee, with respect to all Participants who are not Executive Officers, may at any time prior to the final determination of Awards change the Target Award Percentage of any such Participant or assign a different Target Award Percentage to any such Participant to reflect any change in the Participant’s responsibility level or position during the course of the Performance Period.

The Committee may at the time Financial Target(s) are determined for a Performance Period, or at any time prior to the final determination of Awards in respect of that Performance Period to the extent permitted under Section 162(m) of the Code and the regulations promulgated thereunder without adversely affecting the treatment of the Award as Performance-Based Compensation, provide for the manner in which performance will be measured against the Financial Target(s) (or to the extent permitted under Section 162(m) of the Code and the

regulations promulgated thereunder without adversely affecting the treatment of an Award as Performance-Based Compensation, may adjust the Financial Target(s)) to reflect the impact of (i) any stock dividend or split, recapitalization, combination or exchange of shares or other similar changes in the Company's stock, (ii) specified corporate transactions (iii) special charges, (iv) foreign currency effects, (v) accounting or tax law changes and (vi) other extraordinary or nonrecurring events.

7. *Payment of Awards*

As soon as practicable after the close of a Performance Period and prior to the payment of any Award that is intended to constitute Performance-Based Compensation, the Committee shall review each Participant's Award and certify in writing that the applicable Financial Targets have been satisfied. Subject to the provisions of Section 8 of the Plan, each Award to the extent earned shall be paid in a single lump sum cash payment. Notwithstanding the foregoing, the Committee may permit certain Participants to elect to receive all or a portion of their Award in shares of Company stock (rounded down to the nearest whole number) on such terms and conditions as established by the Committee; *provided, however*, that no cash will be paid for fractional shares and only Participants who are Accredited Investors may be permitted to make such election. The Committee shall certify in writing the amount of the Executive Officer's Award prior to payment thereof. Payment of the Award, whether in cash or in shares of Company stock, shall be made as soon as practicable following the Performance Period, but in no event later than two and one-half months following the end of the Performance Period.

If a Change of Control occurs, the Company shall, within 60 days thereafter, pay to each Participant in the Plan immediately prior to the Change of Control (regardless of whether the Participant remains employed after the Change of Control) an Award which is calculated assuming that all performance percentages are 100 percent, and such Award shall be prorated to the date of the Change of Control based on the number of days that have elapsed during the Performance Period through the date of the Change of Control.

8. *Limitations on Rights to Payment of Awards*

No Participant shall have any right to receive payment of an Award under the Plan for a Performance Period unless the Participant remains in the employ of the Company through the payment date of the Award for such Performance Period, except as provided in the last paragraph of Section 7 of the Plan. However, if the Participant has active service with the Company or the Subsidiary for at least three months during any Performance Period, but, prior to payment of the Award for such Performance Period, a Participant's employment with the Company terminates due to the Participant's death, Disability or, except in the case of an Executive Officer, Retirement or such other special circumstances as determined by the Committee, on a case by case basis, the Participant (or, in the event of the Participant's death, the Participant's estate, beneficiary or beneficiaries as determined under Section 9 of the Plan) shall remain eligible to receive a prorated portion of any earned Award, based on the number of days that the Participant was actively employed and performed services during such Performance Period.

9. *Designation of Beneficiary*

A Participant may designate a beneficiary or beneficiaries who, in the event of the Participant's death prior to full payment of any Award hereunder, shall receive payment of any Award due under the Plan. Such designation shall be made by the Participant on a form prescribed by the Committee. The Participant may, at any time, change or revoke such designation. A beneficiary designation, or revocation of a prior beneficiary designation, will be effective only if it is made in writing on a form provided by the Company, signed by the Participant and received by the Secretary of the Company. If the Participant does not designate a beneficiary or the beneficiary dies prior to receiving any payment of an Award, Awards payable under the Plan shall be paid to the Participant's estate.

10. *Amendments*

The Committee may at any time amend (in whole or in part) this Plan. No such amendment which adversely affects any Participant's rights to or interest in an Award earned prior to the date of the amendment shall be effective unless the Participant shall have agreed thereto.

11. *Termination*

The Committee may terminate this Plan (in whole or in part) at any time. In the case of such termination of the Plan, the following provisions of this Section 11 shall apply notwithstanding any other provisions of the Plan to the contrary:

(i) The Committee shall promulgate administrative rules applicable to Plan termination, pursuant to which each affected Participant (other than an Executive Officer) shall receive, with respect to each Performance Period which has commenced on or prior to the effective date of the Plan termination (the "Termination Date") and for which the Award has not yet been paid, the amount described in such rules and the Executive Officers shall receive an amount equal to the amount his Award would have been had the Plan not been terminated (prorated for the Performance Period in which the Termination Date occurred), subject to reduction in the discretion of the Committee.

(ii) Each Award payable under this Section 11 shall be paid as soon as practicable, but in no event later than two and one-half months after the Termination Date.

12. *Miscellaneous Provisions*

(a) This Plan is not a contract between the Company and the Employees or the Participants. Neither the establishment of this Plan, nor any action taken hereunder, shall be construed as giving any Employee or any Participant any right to be retained in the employ of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is under any obligation to continue the Plan.

(b) A Participant's right and interest under the Plan may not be assigned or transferred, except as provided in Section 9 of the Plan, and any attempted assignment or transfer shall be null and void and shall extinguish, in the Company's sole discretion, the Company's obligation under the Plan to pay Awards with respect to the Participant.

(c) The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund, or to make any other segregation of assets, to assure payment of Awards.

(d) The Company shall have the right to deduct from Awards paid and any interest thereon, any taxes or other amounts required by law to be withheld.

(e) Nothing contained in the Plan shall limit or affect in any manner or degree the normal and usual powers of management, exercised by the officers and the Board of Directors or committees thereof, to change the duties or the character of employment of any employee of the Company or any of its Subsidiaries or to remove the individual from the employment of the Company or any of its Subsidiaries at any time, all of which rights and powers are expressly reserved.

COMMSCOPE, INC.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

*As Amended and Restated
Effective April 9, 2009*

ARTICLE I

INTRODUCTION

1.1 **Effective Date**. The effective date of the Plan is June 8, 1990, as amended and restated effective January 1, 2001, as further amended and restated effective December 15, 2004, as further amended and restated effective February 24, 2006, as further amended and restated effective October 8, 2007, and as further amended and restated herein, effective April 9, 2009.

1.2 **Purpose**. The purpose of the Plan is to provide supplemental retirement benefits for a select group of management and/or highly compensated employees of CommScope, Inc. and its Subsidiaries. The Plan is an unfunded arrangement that is not intended to qualify under Section 401(a) of the Code, nor be generally subject to ERISA.

1.3 **Legal Effect**. The terms and conditions of the Plan as amended and restated herein shall amend and supersede, prospectively and in its entirety, the terms and conditions of the CommScope, Inc. Supplemental Executive Retirement Plan originally adopted June 8, 1990, as amended and restated effective January 1, 2001, as further amended and restated effective December 15, 2004, as further amended and restated effective February 24, 2006, and as further amended and restated effective October 8, 2007. The provisions of the Plan as in effect prior to January 1, 2001 shall continue to govern the benefits and rights of all Participants who were retired under the terms of the Plan as of December 31, 2000.

1.4 **Administration**. The Plan shall be administered by the Board or a Committee appointed by the Board.

ARTICLE II

DEFINITIONS

2.1 **Administrator** shall mean the Board, or the Committee appointed by the Board, responsible for the overall operation and administration of the Plan.

2.2 **Annual Compensation** shall mean the Compensation paid to a Participant by the Company for the Plan Year.

2.3 **Annual Compensation Cap** shall mean the lesser of (i) the limitation amount set forth under Section 401(a)(17) of the Code for the applicable Plan Year, and (ii) the amounts as set forth in Appendix A for the applicable Plan Year.

2.4 **Beneficial Owner**, **Beneficial Ownership**, **Beneficially Owned** and **Beneficially Owning** shall have the meanings applicable under Rule 13d-3 promulgated under the Exchange Act.

2.5 **Beneficiary** shall mean the person or persons designated by the Participant to receive a distribution of Plan benefits upon the death of such Participant.

2.6 Board shall mean the Board of Directors of the Company.

2.7 Cause shall mean a Participant's commission of fraud, embezzlement, gross misconduct, or other felonies against the Company.

2.8 Change of Control means, any of the following:

(a) An acquisition (other than directly from the Company) of any Voting Securities by any "Person" (as the term "person" is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act")), immediately after which such Person has Beneficial Ownership of more than thirty-three percent (33%) of (i) the then-outstanding shares of common stock of the Company (the "Shares") or (ii) the combined voting power of the Company's then-outstanding Voting Securities; provided, however, that in determining whether a Change in Control has occurred pursuant to this paragraph (a), the acquisition of Shares or Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A "Non-Control Acquisition" shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a "Related Entity"), (ii) the Company or any Related Entity, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(b) The individuals who, as of February 24, 2006, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the members of the Board or, following a Merger (as hereinafter defined), the board of directors of (i) the corporation resulting from such Merger (the "Surviving Corporation"), if fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a "Parent Corporation") or (ii) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; provided, however, that, if the election, or nomination for election by the Company's common shareholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered a member of the Incumbent Board; and provided, further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a "Proxy Contest"), including by reason of any agreement intended to avoid or settle any Proxy Contest; or

(c) The consummation of:

(i) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a "Merger"), unless such Merger is a "Non-Control Transaction." A "Non-Control Transaction" shall mean a Merger in which:

(A) the shareholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at

least a majority of the combined voting power of the outstanding voting securities of (1) the Surviving Corporation, if there is no Parent Corporation or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(B) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(C) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, or (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity, or (4) any Person who, immediately prior to the Merger had Beneficial Ownership of thirty-three percent (33%) or more of the then outstanding Shares or Voting Securities, has Beneficial Ownership, directly or indirectly, of thirty-three percent (33%) or more of the combined voting power of the outstanding voting securities or common stock of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation.

(ii) A complete liquidation or dissolution of the Company; or

(iii) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by the Company which, by reducing the number of Shares or Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons; provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by the Company and, after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

2.9 Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.10 Committee shall mean a committee created by the Board to determine compensation matters involving officers and directors. Any function exercisable by such Committee may also be exercised by the Board if no such Committee is ever created or is created and subsequently disbanded. Members of the Committee may be Board members or other officers of the Company as designated by the Board.

2.11 Company shall mean CommScope, Inc., and any successor corporation or other legal entity thereto.

2.12 Compensation in respect of any Plan Year shall mean the cash salary and wages paid to the Participant by the Company, including annual bonuses and commissions earned and accrued in respect of such Plan Year (whether or not actually paid in that Plan Year), but excluding payments associated with any other employee benefit plan, profit sharing plan, long term incentive or stock and stock option programs provided by the Company. Compensation shall also include any salary reduction contributions made by the Company under another Company sponsored employee benefit plan that satisfies the requirements of Section 125 or Section 401(k) of the Code.

2.13 Early Retirement Date shall mean, unless determined otherwise by the Administrator on a case-by-case basis, the first day of the calendar month coincident with or next following the later of the Participant's 55th birthday and the completion of 10 years of Service with the Company.

2.14 Earnings shall mean the notional investment amounts periodically credited to each Participant's Special Account or Regular Account.

2.15 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.16 Normal Retirement Date shall mean the first day of the calendar month coincident with or next following the Participant's 65th birthday.

2.17 Participant shall mean any individual actively employed by the Company or a Subsidiary who is a member of a select group of management and/or highly compensated employees and who is designated a Participant by the Board or the Committee.

2.18 Participation Date shall mean the date the Participant receives the notice described in Section 3.1.

2.19 Payment Commencement Date shall mean the date that a Participant's Supplemental Retirement Account Balance is to be paid or commence to be paid.

2.20 Plan shall mean the CommScope, Inc. Supplemental Executive Retirement Plan as Amended and Restated effective April 9, 2009, as further amended from time to time.

2.21 Plan Year shall mean the calendar year.

2.22 Regular Account shall mean the individual account established for each Participant to which the Company credits an annual Company contribution and Earnings as provided in Article IV herein.

2.23 Service shall mean the period of full time employment of a Participant with (i) the Company, (ii) a prior parent corporation and/or a prior Subsidiary, or (iii) a Subsidiary or parent corporation. Notwithstanding the above, at the complete discretion of the Board or Committee, Service for purposes of determining any Participant's Special Account may include all or any part of a Participant's continuous full time employment with the company with whom such Participant was employed immediately prior to becoming employed by the Company or Subsidiary.

2.24 Special Account shall mean the initial individual account established for each Participant to which the Company credits a single lump sum amount and Earnings thereafter as provided in Article IV herein.

2.25 Subsidiary shall mean any corporation or other legal entity (whether or not incorporated), in which the Company directly or indirectly owns either (A) Voting Securities possessing at least 50% of the Voting Power of such entity, or (B) if such entity does not issue Voting Securities, at least 50% of the ownership interests in such entity.

2.26 Supplemental Retirement Account Balance shall mean the total of the Participant's Regular Account and Special Account, including Earnings thereon, as of any date.

2.27 Survivor's Benefit shall mean the Supplemental Retirement Account Balance payable to the Participant's Beneficiary in accordance with Article V herein.

2.28 Separation from Service shall mean the separation of a Participant's active Service with the Company or any Subsidiary, division or unit whether by voluntary or involuntary separation, retirement, or death. A Participant will be treated as having a Separation from Service if it is not reasonably anticipated that the Participant will continue to provide services to the Company (whether as an employee or independent contractor, but not as a director) that exceeds twenty percent (20%) of the average level of bona fide services performed by the Participant over the immediately preceding thirty-six (36) month period (or the full period of services if the Participant has been providing services less than thirty-six (36) months).

2.29 Vesting Date shall mean, for any Participant, the date that is one year and 31 days following the Participant's Participation Date.

2.30 Voting Power shall mean the combined voting power of the then outstanding Voting Securities.

2.31 Voting Securities shall mean, with respect to the Company or any Subsidiary, any securities issued by the Company or such Subsidiary, respectively, which generally entitle the holder thereof to vote for the election of directors of the Company.

ARTICLE III

DESIGNATION OF PARTICIPANTS AND ELIGIBILITY FOR BENEFITS

3.1 Designation of Participants. An employee shall become a Participant in the Plan when the Board or the Committee has (i) approved his selection to become a Participant in the Plan, (ii) determined the amount of any Special Account to be credited to the employee, and (iii) notified the employee, in writing, that he is a Participant in the Plan. Such notice shall be given to a Participant by the Company with the concurrence of the Board or the Committee and shall be accompanied by such information as shall be deemed appropriate to describe the provisions of the Plan and the benefits hereunder.

3.2 Eligibility for Benefits. Benefits shall be payable in respect of a Participant if:

(a) the Participant's Separation from Service occurs on or after the later of his Vesting Date or his Normal Retirement Date;

(b) the Participant's Separation from Service occurs on or after the later of his Vesting Date or his Early Retirement Date;

(c) the Participant's Separation from Service occurs as a result of his death while in active Service before his Early Retirement Date or Normal Retirement Date and he is survived by his Beneficiary;

(d) the Participant experiences a Disability, as defined in Section 5.5;

(e) the Participant experiences an involuntary Separation from Service with the Company on or after his Vesting Date for reasons other than for Cause; or

(f) the Participant experiences a Separation from Service for any reason other than by the Company for Cause within two (2) years after the later of his Vesting Date or the date of a Change in Control.

Except as provided in (c), (d), (e) or (f) above, or upon a complete termination of the Plan in accordance with section 8.1 below, no benefits shall be payable hereunder with respect to any Participant whose Separation from Service occurs prior to the earlier of his Early Retirement Date or his Normal Retirement Date.

3.3 Continued Employment after Normal Retirement Date. In the event a Participant remains an active employee of the Company or any Subsidiary, division or unit after the later of the Vesting Date or his Normal Retirement Date, his right to benefits under the Plan shall be fully vested, but no benefits shall be payable to the Participant until the time set forth in Sections 5.1, 5.2, 5.3, 5.5 or 5.9, as applicable. In addition, any such Participant who remains an active employee of the Company or any Subsidiary, division or unit after his Normal Retirement Date shall continue to be eligible to receive (i) annual contributions to his Regular Account in accordance with Section 4.3 and (ii) Earnings on his Special Account and Regular Account in accordance with Section 4.5 hereof.

3.4 Continued Eligibility for Benefits. Notwithstanding the above, the Participant's rights to receive, or continue to receive, his Supplemental Retirement Plan Account Balance shall be contingent on his:

(a) rendering reasonable business consulting and advisory services after a Separation from Service as the Company may reasonably request from time to time; provided:

(i) It is understood that such services shall not require the Participant to be active in the day-to-day activities of the Company, and that the Participant shall perform such services as an independent contractor.

(ii) It is further understood that the Participant shall be reasonably compensated for such services in an amount to be then agreed upon, and he shall be reimbursed for all expenses incurred in performing such services.

(b) not performing services similar to the services performed by the Participant for the Company or any affiliate of the Company, in any capacity, for any business enterprise which competes to a substantial degree with the Company, nor engaging in any activity, including the solicitation of the Company's employees, that involves substantial competition with the Company, without the prior written consent of the Company, during the greater of (i) the period during which the Participant is entitled to payments hereunder, and (ii) two (2) years immediately following the Participant's Separation from Service.

ARTICLE IV

SUPPLEMENTAL RETIREMENT BENEFITS

4.1 Supplemental Retirement Account Balance. All benefits under the Plan shall be provided to each Participant from such Participant's Supplemental Retirement Account Balance as established, maintained, and distributed by the Company in accordance with the terms of the Plan. Each Participant's Supplemental Account Balance shall be equal to the sum of such Participant's Special Account and Regular Account including Earnings thereon, as described herein.

4.2 Special Account. The Company shall establish for each Participant in the Plan an individual Special Account which shall, unless the Board or the Committee determines in its sole discretion with respect to any Participant to increase the amount of such Special Account, be equal to the product of 5% of such Participant's Annual Compensation as earned over the Plan Year immediately preceding the Plan Year in which the employee first becomes a Participant, multiplied by the number of whole and fractional years of Service completed by the Participant while employed by the Company in a salary grade 17 or higher, as rendered prior to the January 1 of the Plan Year in which the employee first becomes a Participant. Such Special Account shall be credited with Earnings beginning with the Plan Year in which the Special Account is first established, and accumulated balances thereunder shall continue to be credited with Earnings until completely distributed to the Participant, or his Beneficiary, if applicable. Notwithstanding the foregoing, Special Accounts shall not be established for Participants who begin participating in the Plan during the 2009 Plan Year, and no Earnings shall be credited to existing Special Accounts during the 2009 Plan Year.

4.3 Regular Account. The Company shall establish for each Participant in the Plan an individual Regular Account to which the Company shall credit an annual contribution each December 31st with respect to each Participant who as of such December 31st, is both a Participant in the Plan and is actively employed by the Company or a Subsidiary. The annual contribution credited to the Regular Account of any Participant who is in a salary grade above grade 17 as of December 31 of the Plan Year for which the contribution is determined, shall, unless the Board or the Committee determines in its discretion with respect to any Plan Year to increase the amount of such contribution, be equal to 5% of such Participant's Annual Compensation up to the Annual Compensation Cap, plus 15% of such Participant's Annual Compensation in excess of the Annual Compensation Cap.

The annual contribution credited to the Regular Account of any Participant who is in a salary grade 17 or below as of December 31 of the Plan Year for which the contribution is determined, shall, unless the Board or the Committee determines in its discretion with respect to any Plan Year to increase the amount of such contribution, be equal to 5% of such Participant's Annual Compensation up to the Annual Compensation Cap, plus 10% of such Participant's Annual Compensation in excess of the Annual Compensation Cap.

Contributions credited to the Regular Account shall be credited with Earnings beginning with the Plan Year immediately following its determination, and accumulated balances thereunder shall continue to be credited with Earnings until completely distributed to the Participant, or his Beneficiary, if applicable. In addition, the Board or the Committee may at its discretion credit to a Participant's Regular Account, at any time or from time to time, a special lump sum contribution. Such special lump sum contributions to a Participant's Regular Account shall be credited with Earnings beginning with the Plan Year in which the contribution is determined, and accumulated balances thereunder shall continue to be credited with Earnings until completely distributed to the Participant, or his Beneficiary, if applicable.

Notwithstanding the foregoing, the Company shall make no contributions to Regular Accounts during the 2009 Plan Year, and no Earnings shall be credited to Regular Accounts during the 2009 Plan Year.

4.4 Determination of Regular Account Credit in Year of Separation from Service. If a Participant first experiences a Separation from Service other than as of December 31 of a Plan Year and qualifies for benefits under Article III of the Plan, he shall be eligible for a partial contribution credit to his Regular Account. The partial credit shall be determined as of the date of his Separation from Service by first computing the annualized value of the excess of the Participant's Compensation over the Annual Compensation Cap, then multiplying such amount by the applicable contribution percentage factors set forth in section 4.3 above, and then multiplying the resulting amount by a prorated factor equal to the number of completed months of Service as of the Separation from Service date divided by 12. Notwithstanding the foregoing, a Participant shall not be eligible for any contribution credit if such Participant experiences a Separation from Service during the 2009 Plan Year.

For purposes of this section 4.4, the portion of the Participant's Annual Compensation considered attributable to his bonus or commission shall be his target bonus or commission (deemed achieved at a 100% level of performance, if applicable) as in effect for the year during which the Separation from Service occurs. If it is subsequently determined that his actual bonus or commission attributable to the year of his Separation from Service is other than such target bonus or commission amount, then the Administrator may recalculate the partial contribution credit to his Regular Account to reflect such difference and may adjust the remaining balance of the Participant's Supplemental Retirement Account accordingly. Such recalculations and adjustments shall be completed as soon as practicable following the determination of the actual bonus or commission amounts payable, and any resulting adjustments shall be credited with Earnings as set forth herein.

4.5 Determination and Crediting of Earnings. The Earnings credited to each Participant's Special Account and Regular Account for each Plan Year shall be determined by the Administrator prior to the beginning of such Plan Year and shall be communicated to each Participant. For the Plan Year beginning January 1, 2006, and for each subsequent Plan Year thereafter until changed by the Administrator, the Earnings credited to each Participant's Special Account and Regular Account shall be at a rate of six percent (6%) per annum; provided, however, that the Earnings to be credited shall be reviewed on or before December 31, 2010 and reset if the Administrator determines that it is appropriate to do so and shall be further reviewed (and reset if appropriate) not less frequently than every five (5) years. Earnings shall be credited to each Participant's Special Account or Regular Account from time to time during each Plan Year in which the Participant retains an undistributed amount in his Supplemental Retirement Account Balance. Notwithstanding the foregoing, no Earnings shall be credited to Special Accounts or Regular Accounts during the 2009 Plan Year.

ARTICLE V

ELECTION; PAYMENT OF BENEFITS

5.1 Commencement of Benefit Payments. Except as provided in Sections 5.2, 5.3, 5.5, 5.6 and 5.9, payment of a Participant's Supplemental Retirement Account Balance to a Participant who becomes eligible for payments due to a Separation from Service described in Article III of the Plan shall be made in a single lump-sum payment on the January 31st or July 31st next following such Participant's Separation from Service.

5.2 Change in Timing or Form of Payment.

(a) Initial Election. Prior to the later of December 31, 2008 and the date that is 30 days after a Participant's Participation Date, the Participant may make an election to defer his Payment Commencement Date to a later Payment Commencement Date specified by the Participant and/or change the payment method from lump sum payment to annual installments over a period of 5, 10 or 15 years.

(b) Subsequent Elections. At any time after the date that is 30 days after a Participant's Participation Date, a Participant may elect to defer his Payment Commencement Date to a later Payment Commencement Date specified by the Participant and/or change the

payment method from a lump-sum payment to annual installments over a period of 5, 10 or 15 years, provided that any such election that is made before January 1, 2009 shall be made in accordance with IRS Notice 2007-86 and any such election that is made after December 31, 2008 (i) will not be effective for 12 months after the date on which such election is made, (ii) where the Participant's Supplemental Retirement Account Balance is to be paid at a specified time or pursuant to a fixed schedule, must be made not less than 12 months prior to the specified date of the payment or the first scheduled payment, (iii) must provide that the later Payment Commencement Date is at least 5 years after the previous Payment Commencement Date, and (iv) must be submitted to and approved by the Administrator. Once the first installment has been made, no further changes in the timing or duration of the payment method will be permitted.

(c) Timing of Installments. Subject to Section 5.9, if a Participant has elected an installment payout pursuant to Section 5.2(a), the first such installment shall be made on the January 31st or June 30th next following the Participant's Separation from Service or, if the Participant's election was made pursuant to Section 5.2(b), on the date specified in the Participant's election. Each subsequent installment shall be made on the anniversary of the first installment payment (or if the first installment was delayed by reason of the application of Section 5.9, on each anniversary of the date the first installment payment would have been made but for Section 5.9).

5.3 Payment of Survivor's Benefit. In the event of the Participant's death prior to the complete distribution of his Supplemental Retirement Account Balance, distribution of any remaining amounts shall be made to the Participant's Beneficiary in a single lump sum as soon as practicable following the death of the Participant and the determination of the Beneficiary but in no event later than 90 days after the Participant's death. If no Beneficiary designation is in effect at the time of the Participant's death, or if the Beneficiary is missing or has predeceased the Participant, the Survivor's Benefit shall be made to the personal representative of the Participant's estate in accordance with applicable state law.

5.4 Designation of Beneficiary. Each Participant shall designate in writing, as soon as practicable following his Participation Date, the Beneficiary who shall receive the Survivor's Benefit upon his death. The Participant may change his Beneficiary from time to time, at his discretion, by notifying the Administrator in writing.

5.5 Payments in the Event of Disability. In the event that a Participant who has not yet received or commenced to receive payment of his Supplemental Retirement Account Balance is determined to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months (a "Disability") he shall be entitled to his Supplemental Retirement Account Balance. The payment of the Supplemental Retirement Account Balance shall be made in a single lump sum as soon as practicable following the determination of the Participant's Disability, but in no event later than 90 days after the date of such determination. Such determination of Disability shall be made by the Administrator based on medical evidence deemed acceptable by the Administrator. Such evidence may include the Participant's qualification for disability payments under Social Security, and/or payments under a Company sponsored long-term disability insurance program.

5.6 Payment in the Event of a Separation from Service following a Change of Control. In the event that a Participant experiences a Separation from Service for any reason other than by the Company for Cause within two (2) years after the date of a Change in Control, which also constitutes a “change in ownership or effective control of” the Company or a “change in the ownership of a substantial portion of the assets of” the Company, in each case within the meaning of Section 409A of the Code and regulations and other interpretive guidance issued thereunder, the Participant shall receive the full value of his Supplemental Retirement Account Balance in the form of a single lump sum payment as soon as practicable following his Separation from Service, but in no event later than 90 days following such Separation from Service.

5.7 Valuation of Benefit Payments. All distributions under the Plan shall be based upon the amount credited to the Participant’s Supplemental Retirement Account Balance as determined as of the business day immediately preceding the date of distribution. In the event that the benefit payments are in the form of annual installments, each installment shall be determined by dividing the amount of the Supplemental Retirement Account Balance, determined as of the business day immediately preceding the date of such installment, by the remaining number of installments, including the current installment, to be paid.

5.8 Investment to Facilitate Payment of Benefits. Although the Company is not obligated to invest any specific asset or fund, or purchase any insurance contract in order to provide a means for the payment of any liabilities under the Plan, the Company may elect to do so at any time, but without any obligation to continue such investment or other payment vehicles for any particular period of time.

5.9 Payments to “Specified Employees”. Notwithstanding any other provision in the Plan, with respect to any Participant who is a “specified employee” as defined under Section 409A of the Code and regulations and other interpretive guidance issued thereunder, the payment or commencement of payments pursuant to the Plan to the Participant by reason of a Separation of Service shall be delayed until the date that is six months and one day after the Participant’s Separation from Service and shall be paid or commenced to be paid within 30 days after such date; provided, however, that this Section 5.9 shall not apply if the Participant’s Separation from Service occurs by reason of his or her death.

ARTICLE VI

FUNDING AND PARTICIPANT’S INTEREST

6.1 Supplemental Executive Retirement Plan Unfunded. The Plan shall at all times be considered entirely unfunded for both federal and state income tax purposes and for purposes of Title I of ERISA and no trust shall be created by or for the Plan. The crediting to each Participant’s Special Account or Regular Account, as the case may be, shall be made through recordkeeping entries. No actual funds shall be set aside; provided, however, that nothing herein shall prevent the Company from establishing one or more grantor trusts from which benefits due under the Plan may be paid in certain instances. All distributions shall be paid by the Company from its general assets and a Participant (or his or her beneficiary) shall have the rights of a general unsecured creditor against the Company for any distributions due hereunder. The Plan constitutes a mere promise by the Company to make benefit payments in the future.

6.2 Participant's Interest in Plan. A Participant has an interest only in the total value of the amount credited to his Regular Account and his Special Account.

ARTICLE VII

ADMINISTRATION AND INTERPRETATION

7.1 Administration. The Administrator shall be in charge of the overall operation and administration of the Plan. The Administrator, to the extent appropriate and in addition to the powers described elsewhere in the Plan, has full discretionary authority to construe and interpret the terms and provisions of the Plan; to perform all acts, including the delegation of its administrative responsibilities to advisors or other persons who may or may not be employees of the Company; and to rely upon the information or opinions of legal counsel or experts selected to render advice with respect to the Plan, as it shall deem advisable, with respect to the administration of the Plan.

7.2 Interpretation. The Administrator may take action, correct any defect, supply any omission or reconcile any inconsistency in the Plan, or in any election hereunder, in the manner and to the extent it shall deem necessary to carry the Plan into effect or to carry out the Company's purposes in adopting the Plan including without limitation maintaining the Plan in accordance with Section 409A of the Code and regulations and other interpretive guidance issued thereunder. Any decision, interpretation or other action made or taken in good faith by or at the direction of the Company or the Administrator arising out of, or in connection with, the Plan, shall be within the absolute discretion of each of them, and shall be final, binding and conclusive on the Company, and all Participants and Beneficiaries and their respective heirs, executors, administrator, successors and assigns. The Administrator's determinations hereunder need not be uniform, and may be made selectively among eligible employees whether or not they are similarly situated.

7.3 Records and Reports. The Administrator and its designees shall keep a record of proceedings and actions and shall maintain or cause to be maintained all such books of account, records, and other data as shall be necessary for the proper administration of the Plan. Such records shall contain all relevant data pertaining to individual Participants and their rights under the Plan. The Administrator shall have the duty to administer the Plan in a manner consistent with all rights or benefits provided hereunder to the extent assets of the Company are properly available.

7.4 Payment of Expenses. The Company shall bear all expenses incurred by the Administrator in administering the Plan. If a claim or dispute arises concerning the rights of a Participant or Beneficiary to amounts deferred under the Plan, regardless of the party by whom such claim or dispute is initiated, the Company shall, upon presentation of appropriate vouchers, pay all legal expenses, including reasonable attorney's fees, court costs, and ordinary and necessary out-of-pocket costs of attorneys, billed to and payable by the Participant or by anyone claiming under or through the Participant (such person being hereinafter referred to as the "Participant's Claimant"), in connection with the bringing, prosecuting, defending, litigating, negotiating, or settling of such claim or dispute; provided that:

(a) The Participant or the Participant's Claimant shall repay the Company any such expenses theretofore paid or advanced by the Company if and to the extent that the party disputing the Participant's rights obtains a final judgment in its favor from a court of competent jurisdiction from which no appeal may be taken, whether because the time to do so has expired or otherwise, and it is determined by the court that such expenses were not incurred by the Participant or the Participant's Claimant while acting in good faith; provided further, that

(b) In the case of any claim or dispute initiated by a Participant or the Participant's Claimant, such claim shall be made, or notice of such dispute given, with specific reference to the provisions of the Plan, to the Administrator within two (2) years, (three (3) years in the event of a Change of Control) after the occurrence of the event giving rise to such claim or dispute.

7.5 Indemnification for Liability. The Company shall indemnify the Administrator and the employees of the Company to whom the Administrator delegates duties under the Plan against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with the Plan, unless the same is determined to be due to gross negligence or willful misconduct.

7.6 Claims Procedure. If a claim for benefits or for participation under the Plan is denied in whole or in part, the claimant will receive written notification from the Company within ninety (90) days following receipt of such claim by the Administrator. The notification will include specific reasons for the denial, specific reference to pertinent provisions of the Plan, a description of any additional material or information necessary to process the claim and why such material or information is necessary, and an explanation of the claims review procedure.

7.7 Review Procedure. Within ninety (90) days after the claim is denied, a claimant (or his duly authorized representative) may file a written request with the Administrator for a review of his denied claim. The claimant may review pertinent documents that were used in processing his claim, submit pertinent documents, and address issues and comments in writing to the Administrator. The Administrator will notify the claimant of the final decision in writing within forty-five (45) days following receipt of such written request by the Administrator. In this response, the Administrator will explain the reason for the decision, with specific references to pertinent Plan provisions on which the decision was based.

7.8 Legal Claims. In no event may a claimant commence legal action for benefits the claimant believes are due the claimant until the claimant has exhausted all of the remedies and procedures afforded the claimant by this Article VII. No such legal action may be commenced more than two (2) years after the date of the Administrator's final review decision, described in Section 7.7 above.

7.9 Participant and Beneficiary Information. Each Participant shall keep the Administrator informed of his current address and the current address of his designated Beneficiary or Beneficiaries. The Administrator shall not be obligated to search for any person.

If such person is not located within two (2) years after the date on which payment of the Participant's benefits payable under the Plan may first be made, payment may be made as though the Participant or his Beneficiary had died at the end of such two (2) year period.

ARTICLE VIII

AMENDMENT AND TERMINATION

8.1 Amendment and Termination. The Company shall have the right, at any time, to amend or terminate the Plan in whole or in part provided that such amendment or termination shall not adversely affect the right of any Participant or Beneficiary to payment of the Participant's Regular Account and/or Special Account balances, including amounts earned but not yet credited to such accounts. If the Plan is discontinued with respect to future credits to the Participant's Regular Account, the Participant's Supplemental Retirement Account Balance shall be distributed in accordance with the provisions of Article V. If the Plan is completely terminated by the Company, each Participant shall receive distribution of his entire vested Supplemental Retirement Account Balance in one lump sum cash payment as of the date of the Plan termination as designated by the Administrator, provided that (i) no payments other than those payable under the terms of the Plan absent a termination of the Plan are made within 12 months after the Plan termination and all payments are made within 24 months of the termination of the Plan and (ii) such termination otherwise complies with the requirements of Section 409A of the Code and regulations and other interpretive guidance issued thereunder.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Right of the Company to Take Employment Actions. The adoption and maintenance of the Plan shall not be deemed to constitute a contract between the Company and any Participant, nor to be a consideration for, nor an inducement or condition of, the employment of any person. Nothing herein contained, or any action taken hereunder, shall be deemed to give any Participant the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Participant at any time, nor shall it be deemed to give to the Company the right to require the Participant to remain in its employ, nor shall it interfere with the Participant's right to terminate his or her employment at any time. Nothing in the Plan shall prevent the Company from amending, modifying, or terminating any other benefit plan.

9.2 Alienation or Assignment of Benefits. A Participant's rights and interest under the Plan shall not be assigned or transferred except as otherwise provided herein, and the Participant's rights to benefit payments under the Plan shall not be subject to alienation, pledge or garnishment by or on behalf of creditors (including heirs, beneficiaries, or dependents) of the Participant or of a Beneficiary. Notwithstanding the preceding, the Administrator may direct distributions pursuant to the Plan to an alternate payee pursuant to a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Code, prior to any distribution date described in the Plan.

9.3 Right to Withhold. To the extent required by law in effect at the time a distribution is made from the Plan, the Company or its agents shall have the right to withhold or deduct from any distributions or payments any taxes required to be withheld by federal, state or local governments.

9.4 Construction. All legal questions pertaining to the Plan shall be determined in accordance with the laws of the State of North Carolina, to the extent such laws are not superseded by ERISA or any other federal law.

9.5 Headings. The headings of the Articles and Sections of the Plan are for reference only. In the event of a conflict between a heading and the contents of an Article or Section, the contents of the Article or Section shall control.

9.6 Number and Gender. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply, and references to the male gender shall be construed as applicable to the female gender where applicable, and vice versa.

9.7 Severability. If any provision of the Plan is invalid, in whole or in part, such provision shall to that extent be severable and shall not affect the remainder of such provision or any other provision of the Plan.

APPENDIX A

Projected Pay Cap at 3.00%

<u>Year</u>	<u>Pay Cap</u>
2001	170,000
2002	180,000
2003	180,000
2004	190,000
2005	190,000
2006	200,000
2007	210,000
2008	210,000
2009	220,000
2010	230,000

NONQUALIFIED STOCK OPTION CERTIFICATE

Founders Grant

Non-transferable

GRANT TO

("Optionee")

the right to purchase from CommScope Holding Company, Inc. (the "Company")

[] shares of its common stock, par value \$0.01 (the "Common Stock"), at the price of \$[—] per share

pursuant to and subject to the provisions of the CommScope Holding Company, Inc. 2011 Incentive Plan (the "Plan") and to the terms and conditions set forth on the following pages (the "Terms and Conditions"). By accepting the Option, Optionee shall be deemed to have agreed to the Terms and Conditions set forth in this Award Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Time-Vesting Options: _____

Performance-Vesting Options: _____

The Time-Vesting Options and the Performance-Vesting Options may be referred to herein collectively as the "Option."

IN WITNESS WHEREOF, CommScope Holding Company, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be duly executed.

COMMSCOPE HOLDING COMPANY, INC.

By: _____ Grant Date: _____

TERMS AND CONDITIONS

1. Vesting of Time-Vesting Options. Unless vesting is accelerated in the discretion of the Committee or as provided below in this Section 1, the Time-Vesting Options shall vest (become exercisable) as to [—]% ([—] Shares) on each of the first [—] anniversaries of [—], provided that Optionee remains in Continuous Status as a Participant on each such vesting date. All outstanding Time-Vesting Options shall vest and become exercisable immediately prior to the effective date of a Liquidity Event.

2. Vesting of Performance-Vesting Options. Unless vesting is accelerated in the discretion of the Committee, the Performance-Vesting Options shall vest as follows:

(a) **Annual Performance Based Vesting.** Up to [—] percent ([—]%) of the Performance-Vesting Options shall be eligible to vest and become exercisable each Fiscal Year [—] through [—] (each, a “Performance Year”), as follows (such vesting, the “Annual Performance-Based Vesting”):

(i) 0% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the applicable Performance Year is less than Financing Case EBITDA;

(ii) [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the applicable Performance Year is equal to Financing Case EBITDA;

(iii) Between [—]% and [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the applicable Performance Year is between the Financing Case EBITDA and Target Case EBITDA (the portion of the Performance-Vesting Options that shall vest and become exercisable in the applicable Performance Year being determined by the Board using linear interpolation);

(iv) [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the applicable Performance Year is equal to or exceeds Target Case EBITDA.

Annual Performance-Based Vesting for a given Performance Year, if any, shall occur on the date on which the Board determines the Company’s EBITDA for such Performance Year and certifies the level of vesting pursuant to this Section 2(a).

(b) **Catch-Up Vesting; Carry-Forward Vesting.** Except as provided below, the Performance-Vesting Options which would otherwise fail to become vested and exercisable in accordance with Section 2(a) shall be eligible for vesting in accordance with this Section 2(b).

(i) If EBITDA for a Performance Year exceeds the Target Case EBITDA for such year, an amount equal to the excess of EBITDA over the Target Case EBITDA (the “Excess Amount”) shall be applied to EBITDA of any previous Performance Year for which the Annual Performance-Based Vesting was not met in full (starting with the earliest such Performance Year and moving forward). To the extent such Excess

Amount causes a previous Performance Year’s Financing Case EBITDA or Target Case EBITDA to be met in accordance with Section 2(a) (or causes an additional amount to vest by linear interpolation for performance between the Financing Case EBITDA and Target Case EBITDA), the portion of the Performance-Vesting Option that would have vested in such Performance Year shall vest and become exercisable on the date the applicable Excess Amount that causes such Performance-Vesting Option to vest is determined by the Board.

(ii) In the event that the Target Case EBITDA of all previous Performance Years was met in full (including as a result of this subsection), an amount equal to the Excess Amount that is not applied to EBITDA of any previous Performance Year shall be applied, without duplication, to the EBITDA for the subsequent year(s). However, any Excess Amount applied to the EBITDA for a future year shall not accelerate the vesting and exercisability of the applicable Performance-Vesting Option to a date prior to the date in which the applicable portion of the Performance-Vesting Option was first eligible to become vested and exercisable in accordance with Section 2(a).

Notwithstanding anything to the contrary in this Section 2(b), in no event shall more than [—]% of the Performance-Vesting Options vest and become exercisable with respect to any Performance Year as a result of this Section 2(b).

(c) **Liquidity Event Vesting.** Except as provided below, a percentage of Performance-Vesting Options shall vest and become exercisable immediately prior to the effective date of a Liquidity Event if Liquidity Proceeds in a Liquidity Event equal or exceed a certain return on the Investment, as follows:

(i) If, in connection with a Liquidity Event, Liquidity Proceeds are equal to 2.0 times the Investment, the Performance-Vesting Options shall vest and become exercisable with respect to that percentage of the Performance-Vesting Options equal to the excess, if any, of (x) 40% of the Performance-Vesting Options, and (y) the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event;

(ii) If, in connection with a Liquidity Event, Liquidity Proceeds are between 2.0 times the Investment and 2.5 times the Investment, then the Board will use linear interpolation to determine the portion of the Performance-Vesting Options that will vest and become exercisable, which portion shall be between 40% and 60% of the Performance-Vesting Options less the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event;

(iii) If, in connection with a Liquidity Event, Liquidity Proceeds are equal to 2.5 times the Investment, the Performance-Vesting Options shall vest and become exercisable with respect to that percentage of the Performance-Vesting Options equal to the excess, if any, of (x) 60% of the Performance-Vesting Options, and (y) the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event;

(iv) If, in connection with a Liquidity Event, Liquidity Proceeds are between 2.5 times the Investment and 3.0 times the Investment, then the Board will use linear

interpolation to determine the portion of the Performance-Vesting Options that will vest and become exercisable, which portion shall be between 60% and 80% of the Performance-Vesting Options less the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event;

(v) If, in connection with a Liquidity Event, Liquidity Proceeds are equal to 3.0 times the Investment, the Performance-Vesting Options shall vest and become exercisable with respect to that percentage of the Performance-Vesting Options equal to the excess, if any, of (x) 80% of the Performance-Vesting Options, and (y) the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event;

(vi) If, in connection with a Liquidity Event, Liquidity Proceeds are between 3.0 times the Investment and 3.5 times the Investment, then the Board will use linear interpolation to determine the portion of the Performance-Vesting Options that will vest and become exercisable, which portion shall be between 80% and 100% of the Performance-Vesting Options less the percentage of Performance-Vesting Options that vested pursuant to Section 2(a) or 2(b) prior to the date of the Liquidity Event; and

(vii) If, in connection with a Liquidity Event, Liquidity Proceeds are equal to or greater than 3.5 times the Investment, the Performance-Vesting Options shall become fully vested and exercisable immediately prior to the effective date of the Liquidity Event.

3. Adjustments in EBITDA Targets. In the event of an acquisition of any business, line of business or assets by the Company after the Grant Date, the Board may, subject to Section 10.2 of the Plan, in good faith and in such manner as it may deem equitable, adjust the EBITDA Targets specified in Appendix A to reflect the projected effect of such transaction(s) or event(s) on the EBITDA Targets. In the event that, after the Grant Date, the Board determines, in its sole discretion, that any disposition of any business, line of business or assets by the Company, any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, reclassification, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, any unusual or nonrecurring transactions or events affecting the Company or the financial statements of the Company, or change in applicable laws, regulations, or changes in generally accepted accounting principles applicable to, or the accounting policies used by, the Company has occurred such that an adjustment to the EBITDA Targets is determined by the Board to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to the Option, then the Board may, subject to Section 10.2 of the Plan, in good faith and in such manner as it may deem equitable, adjust the EBITDA Targets specified in Appendix A to reflect the projected effect of such transaction(s) or event(s) on the EBITDA Targets.

4. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of [—] years, expiring at 5:00 p.m., Eastern Time, on the [—] anniversary of the Grant Date (the “Expiration Date”). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the earliest to occur of the following circumstances:

(a) three months after the termination of Optionee’s Continuous Status as a Participant for any reason other than (i) for Cause or (ii) by reason of Optionee’s death or Disability;

(b) twelve months after the date of the termination of Optionee’s Continuous Status as a Participant by reason of his or her Disability;

(c) twelve months after Optionee’s death, if (i) Optionee dies during his or her Continuous Status as a Participant and before the Option otherwise expires, or (ii) Optionee dies during the three-month period described in subsection (a) above and before the Option otherwise expires or (iii) Optionee dies during the twelve-month period described in subsection (b) above and before the Option otherwise expires (upon Optionee’s death, the Option may be exercised by Optionee’s estate or other beneficiary designated pursuant to the Plan); or

(d) immediately upon the termination of Optionee’s Continuous Status as a Participant if such termination is for Cause; or

(e) except as otherwise determined by the Committee, immediately upon the occurrence of a Liquidity Event.

The Committee may, prior to the lapse of the Option under the circumstances described in subsections (a), (b), (c), (d), or (e) above, extend the time to exercise the Option as determined by the Committee in writing, but in no event may the Option be extended beyond the Expiration Date. If Optionee or his or her beneficiary exercises an Option after termination of service, the Option may be exercised only with respect to the Shares that were otherwise vested on Optionee’s termination of service.

In the event of an IPO, the Committee will determine whether any changes to terms and conditions of the Options may be appropriate, subject to Section 11.2 of the Plan.

5. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Company from time to time and (b) payment to the Company in full for the Shares subject to such exercise. If the person exercising an Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be (i) in cash, (ii) by delivery (actual or by attestation) of Shares previously acquired by the purchaser, (iii) by withholding of Shares from the Option, or (iv) any combination thereof, for the number of Shares specified in such written notice; provided that payment pursuant to clauses (ii), (iii) and (iv) shall be subject to any contractual or legal limitations or restrictions imposed on the Company (including under any credit or similar agreement). Shares surrendered or withheld for this purpose shall be valued at their fair market value as

determined in good faith by the Committee on the date of exercise and without any discounts for minority interests, restrictions on transfer, illiquidity or lack of marketability and taking into account valuation analysis used to determine the exercise price of options issued in close proximity to the applicable exercise date.

6. Withholding. The Company or any employer Affiliate has the authority and the right to deduct or withhold, or require Optionee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Optionee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the exercise of the Option. Subject to any contractual or legal limitations or restrictions imposed on the Company (including under any credit or similar agreement), the withholding requirement may be satisfied, in whole or in part, by withholding from the Option Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Company establishes.

7. Restrictions on Transfer and Pledge. No right or interest of Optionee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of Optionee to any other party other than the Company or an Affiliate. The Option is not assignable or transferable by Optionee other than by will or the laws of descent and distribution, but the Committee may (but need not) permit other transfers. The Option may be exercised during the lifetime of Optionee only by Optionee or any permitted transferee.

8. Restrictions on Issuance of Shares. If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares covered by the Option upon any Exchange or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

9. Stockholders Agreement; Registration Rights Agreement. As a condition to the issuance of Shares of Stock hereunder, Optionee agrees that such Shares shall be subject to all of the terms, conditions and restrictions contained in any Stockholders Agreement by and among the Company and the Company's stockholders and in any Registration Rights Agreement by and among the Company and the Company's stockholders and that Optionee will become a party to and subject to such Stockholders Agreement and such Registration Rights Agreement.

10. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative.

11. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

12. Notice. Notices hereunder must be in writing, delivered personally or sent by registered or certified U.S. mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to CommScope Holding Company, Inc., 1100 CommScope Place, SE, Hickory, North Carolina 28602, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to Optionee. Notices to Optionee will be directed to the address of Optionee then currently on file with the Company, or at any other address given by Optionee in a written notice to the Company.

13. Definitions.

(a) "Annual Performance-Based Vesting" shall have the meaning set forth in Section 2(a).

(b) "Cause" shall mean:

(i) the commission of any act by Optionee constituting financial dishonesty against the Company or its subsidiaries (which act would be chargeable as a crime under applicable law);

(ii) Optionee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, material misconduct, moral turpitude (not involving a traffic offense), illegality or harassment which would, in the Company's reasonable judgment; (A) materially adversely affect the business or the reputation of the Company or any of its subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business, (B) expose the Company or any of its subsidiaries to material damages, liabilities or penalties or (C) expose the Company or any of its subsidiaries to criminal liabilities or penalties;

(iii) the willful and repeated failure by Optionee to follow the lawful directives of the Board;

(iv) any material violation of the Company's written policies, or willful and deliberate non-performance of duty by Optionee in connection with the business affairs of the Company or its subsidiaries; or

(v) Optionee's material breach of the terms of an employment or severance agreement with the Company or an Affiliate.

Notwithstanding the foregoing, there shall be no termination for Cause pursuant to clauses (b)(ii), (iii), (iv) or (v) without Optionee first being given, after not less than ten (10) days written notice by the Board, a reasonable opportunity to be heard before the Board and a reasonable opportunity to cure the actions or omissions giving rise to "Cause" (to the extent such cure is reasonably possible) within a reasonable time period.

(c) "EBITDA" for a given Fiscal Year shall mean earnings before interest, taxes, depreciation and amortization, with (A) add-backs for (i) certain extraordinary, unusual or non-recurring charges, expenses or losses; (ii) certain restructuring costs, integration

costs, stock-based compensation expenses (including the expense from cash based awards issued under the Plan), transaction fees and expenses, purchase accounting adjustments and the Principal Stockholder's and its Affiliates' monitoring fees and expenses; and (iii) expenses or charges in connection with an IPO and related to compliance by the Company with the Securities Exchange Act of 1934, as amended, the regulations of the Securities Exchange Commission, and the listing requirements for any exchange on which the Common Stock is listed; and (B) subtractions for income and gains corresponding to certain extraordinary, unusual, or non-recurring items. The Board shall have the sole and absolute authority to determine EBITDA for purposes of this Certificate; provided, however, that the Board shall base its determination of EBITDA for purposes of this Certificate on the definition thereof contained in the Term Loan Credit Agreement by and among Cedar I Merger Sub, Inc., CommScope, Inc., Company, each lender from time to time party hereto and JPMorgan Chase Bank, N.A (the "Credit Agreement"), except that (i) EBITDA for purposes of this Certificate will exclude any future credit or push back in to historical periods of operating expense reductions and other operating improvements or synergies reasonably expected to result from an acquisition or as specified in diligence (clause (l) and (m) of the definition contained in the Credit Agreement) and (ii) EBITDA for purposes of this Certificate will not limit non-recurring restructuring and integration costs to 10% of EBITDA (clause (i) of the definition contained in the Credit Agreement).

(d) "Financing Case EBITDA" for a given year shall be as set forth in Appendix A of this Award Certificate.

(e) "Fiscal Year" shall mean the fiscal year of the Company, as in effect from time to time.

(f) "Investment" shall mean the cash investment made by the Principal Stockholder to purchase Common Stock of the Company on January 14, 2011.

(g) "IPO" shall mean an initial public offering of Company Common Stock effected pursuant to an effective registration statement filed under the Securities Act of 1933, as amended.

(h) "Liquidity Event" shall mean either (a) the consummation of the sale, transfer, conveyance or other disposition in one or a series of related transactions (by way of merger, consolidation or otherwise) of more than 50% of the total number of equity securities of the Company held by the Principal Stockholder as of January 14, 2011 for cash; or (b) the consummation of the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company, or the Company and its Subsidiaries taken as a whole, to any "person" (as such term is defined in Section 13(d)(3) of the Exchange Act) for cash other than to the Principal Stockholder or an Affiliate of the Principal Stockholder. In the event the Principal Stockholder receives non-cash consideration (including stock) in connection with a transaction that would have otherwise qualified as a "Liquidity Event" if a sufficient portion of the consideration received had been cash, then a Liquidity Event shall be deemed to have

occurred for purposes of this Award at the time the Principal Stockholder converts such part of the non-cash consideration into cash as is sufficient to cause the cash consideration plus the non-cash consideration that has been converted into cash to have been received for at least 50% of the total number of equity securities of the Company sold, transferred, conveyed or otherwise disposed, directly or indirectly, by the Principal Stockholder.

(i) "Liquidity Proceeds" shall mean the sum of (a) the aggregate fair market value of the consideration actually received (excluding any management or similar fees) by the Principal Stockholder on its Investment in connection with a Liquidity Event, after taking into account all post closing adjustments and after deducting all transaction costs and expenses, and assuming exercise of all options and warrants to purchase equity securities of the Company outstanding as of the effective date of such Liquidity Event (after giving effect to any dilution of securities or instruments arising in connection with such Liquidity Event); provided however, that if the Principal Stockholder retains any Investment or portion thereof following such Liquidity Event, the fair market value of such Investment (or portion) immediately following such Liquidity Event shall be deemed "consideration received" for purposes of calculating the Liquidity Proceeds, and provided further that the fair market value of any non-cash consideration (including stock) shall be determined by the Board in its sole discretion as of the date of such Liquidity Event and (b) the amount of cash dividends the Principal Stockholder receives on the Investment from time to time.

(j) "Target Case EBITDA" for a given year shall be as set forth in Appendix A of this Award Certificate.

(k) "Performance Year" shall have the meaning set forth in Section 2(a).

(l) "Principal Stockholder" shall mean Carlyle-CommScope Holdings, L.P.

APPENDIX A
EBITDA TARGETS

NONQUALIFIED STOCK OPTION CERTIFICATE

Annual Grant

Non-transferable

GRANT TO

_____ (“Optionee”)

the right to purchase from CommScope Holding Company, Inc. (the “Company”)

[_____] shares of its common stock, par value \$0.01 (the “Common Stock”), at the price of \$[—] per share

pursuant to and subject to the provisions of the CommScope Holding Company, Inc. 2011 Incentive Plan (the “Plan”) and to the terms and conditions set forth on the following pages (the “Terms and Conditions”). By accepting the Option, Optionee shall be deemed to have agreed to the Terms and Conditions set forth in this Award Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Time-Vesting Options: _____

Performance-Vesting Options: _____

Target EBITDA: _____

The Time-Vesting Options and the Performance-Vesting Options may be referred to herein collectively as the “Option.”

IN WITNESS WHEREOF, CommScope Holding Company, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be duly executed.

COMMSCOPE HOLDING COMPANY, INC.

By: _____

Grant Date: _____

TERMS AND CONDITIONS

1. Vesting of Time-Vesting Options. Unless vesting is accelerated in the discretion of the Committee or as provided below in this Section 1, the Time-Vesting Options shall vest (become exercisable) on the [—] anniversary of Grant Date, provided that Optionee remains in Continuous Status as a Participant on such vesting date. All outstanding Time-Vesting Options shall vest and become fully exercisable immediately prior to the effective date of a Liquidity Event.

2. Vesting of Performance-Vesting Options. Unless vesting is accelerated in the discretion of the Committee, the Performance-Vesting Options shall be eligible to vest and become exercisable for Fiscal Year [—] (the “Performance Year”), as follows (such vesting, the “Annual Performance-Based Vesting”):

(i) [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the Performance Year is less than [—]% of Target EBITDA;

(ii) [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the Performance Year is equal to [—]% of Target EBITDA;

(iii) Between [—]% and [—]% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the Performance Year is between [—]% of Target EBITDA and 100% of Target EBITDA (the portion of the Performance-Vesting Options shall vest and become exercisable in the Performance Year being determined by the Board to the nearest tenth of a percentage point using linear interpolation);

(iv) 100% of the Performance-Vesting Options shall vest if the Board determines that EBITDA for the Performance Year is equal to or exceeds 100% of Target EBITDA.

Annual Performance-Based Vesting for the Performance Year, if any, shall occur on the date on which the Board determines the Company’s EBITDA for such Performance Year and certifies the level of vesting pursuant to this Section 2.

All outstanding Performance-Vesting Options shall vest and become fully exercisable immediately prior to the effective date of a Liquidity Event occurring during the Performance Year.

3. Adjustments in Target EBITDA. In the event of an acquisition of any business, line of business or assets by the Company after the Grant Date, the Board may, subject to Section 10.2 of the Plan, in good faith and in such manner as it may deem equitable, adjust Target EBITDA to reflect the projected effect of such transaction(s) or event(s) on the Target EBITDA. In the event that, after the Grant Date, the Board determines, in its sole discretion, that any disposition of any business, line of business or assets by the Company, any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, reclassification, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, any unusual or nonrecurring transactions or events affecting the Company or the financial statements of the Company, or change in applicable laws, regulations, or changes in generally accepted accounting principles applicable to, or the accounting policies used by, the Company has occurred such that an adjustment to the Target EBITDA is determined by the Board to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to the Option, then the Board may, subject to Section 10.2 of the Plan, in good faith and in such manner as it may deem equitable, adjust the Target EBITDA to reflect the projected effect of such transaction(s) or event(s) on the Target EBITDA.

4. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of [—] years, expiring at 5:00 p.m., Eastern Time, on the [—] anniversary of the Grant Date (the “Expiration Date”). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the earliest to occur of the following circumstances:

(a) three months after the termination of Optionee’s Continuous Status as a Participant for any reason other than (i) for Cause or (ii) by reason of Optionee’s death or Disability;

(b) twelve months after the date of the termination of Optionee’s Continuous Status as a Participant by reason of his or her Disability;

(c) twelve months after Optionee's death, if (i) Optionee dies during his or her Continuous Status as a Participant and before the Option otherwise expires, or (ii) Optionee dies during the three-month period described in subsection (a) above and before the Option otherwise expires or (iii) Optionee dies during the twelve-month period described in subsection (b) above and before the Option otherwise expires (upon Optionee's death, the Option may be exercised by Optionee's estate or other beneficiary designated pursuant to the Plan); or

(d) immediately upon the termination of Optionee's Continuous Status as a Participant if such termination is for Cause; or

(e) except as otherwise determined by the Committee, immediately upon the occurrence of a Liquidity Event.

The Committee may, prior to the lapse of the Option under the circumstances described in subsections (a), (b), (c), (d), or (e) above, extend the time to exercise the Option as determined by the Committee in writing, but in no event may the Option be extended beyond the Expiration Date. If Optionee or his or her beneficiary exercises an Option after termination of service, the Option may be exercised only with respect to the Shares that were otherwise vested on Optionee's termination of service.

In the event of an IPO, the Committee will determine whether any changes to terms and conditions of the Options may be appropriate, subject to Section 11.2 of the Plan.

5. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Company from time to time and (b) payment to the Company in full for the Shares subject to such exercise. If the person exercising an Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be (i) in cash, (ii) by delivery (actual or by attestation) of Shares previously acquired by the purchaser, (iii) by withholding of Shares from the Option, or (iv) any combination thereof, for the number of Shares specified in such written notice; provided that payment pursuant to clauses (ii), (iii) and (iv) shall be subject to any contractual or legal limitations or restrictions imposed on the Company (including under any credit or similar agreement). Shares surrendered or withheld for this purpose shall be valued at their fair market value as determined in good faith by the Committee on the date of exercise and without any discounts for minority interests, restrictions on transfer, illiquidity or lack of marketability and taking into account valuation analysis used to determine the exercise price of options issued in close proximity to the applicable exercise date.

6. Withholding. The Company or any employer Affiliate has the authority and the right to deduct or withhold, or require Optionee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Optionee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the exercise of the Option. Subject to any contractual or legal limitations or restrictions imposed on the Company (including under any credit or similar agreement),

the withholding requirement may be satisfied, in whole or in part, by withholding from the Option Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Company establishes.

7. Restrictions on Transfer and Pledge. No right or interest of Optionee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of Optionee to any other party other than the Company or an Affiliate. The Option is not assignable or transferable by Optionee other than by will or the laws of descent and distribution, but the Committee may (but need not) permit other transfers. The Option may be exercised during the lifetime of Optionee only by Optionee or any permitted transferee.

8. Restrictions on Issuance of Shares. If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares covered by the Option upon any Exchange or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

9. Stockholders Agreement; Registration Rights Agreement. As a condition to the issuance of Shares of Stock hereunder, Optionee agrees that such Shares shall be subject to all of the terms, conditions and restrictions contained in any Stockholders Agreement by and among the Company and the Company's stockholders and in any Registration Rights Agreement by and among the Company and the Company's stockholders and that Optionee will become a party to and subject to such Stockholders Agreement and such Registration Rights Agreement.

10. Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative.

11. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

12. Notice. Notices hereunder must be in writing, delivered personally or sent by registered or certified U.S. mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to CommScope Holding Company, Inc., 1100 CommScope Place, SE, Hickory, North Carolina 28602, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to Optionee. Notices to Optionee will be directed to the address of Optionee then currently on file with the Company, or at any other address given by Optionee in a written notice to the Company.

13. Definitions.

(a) "Annual Performance-Based Vesting" shall have the meaning set forth in Section 2.

(b) "EBITDA" for a given Fiscal Year shall mean earnings before interest, taxes, depreciation and amortization, with (A) add-backs for (i) certain extraordinary, unusual or non-recurring charges, expenses or losses; (ii) certain restructuring costs, integration costs, stock-based compensation expenses (including the expense from cash based awards issued under the Plan), transaction fees and expenses, purchase accounting adjustments and the Principal Stockholder's and its Affiliates' monitoring fees and expenses; and (iii) expenses or charges in connection with an IPO and related to compliance by the Company with the Securities Exchange Act of 1934, as amended, the regulations of the Securities Exchange Commission, and the listing requirements for any exchange on which the Common Stock is listed; and (B) subtractions for income and gains corresponding to certain extraordinary, unusual, or non-recurring items. The Board shall have the sole and absolute authority to determine EBITDA for purposes of this Certificate; provided, however, that the Board shall base its determination of EBITDA for purposes of this Certificate on the definition thereof contained in the Term Loan Credit Agreement by and among Cedar I Merger Sub, Inc., CommScope, Inc., Company, each lender from time to time party hereto and JPMorgan Chase Bank, N.A (the "Credit Agreement"), except that (i) EBITDA for purposes of this Certificate will exclude any future credit or push back in to historical periods of operating expense reductions and other operating improvements or synergies reasonably expected to result from an acquisition or as specified in diligence (clause (l) and (m) of the definition contained in the Credit Agreement) and (ii) EBITDA for purposes of this Certificate will not limit non-recurring restructuring and integration costs to 10% of EBITDA (clause (i) of the definition contained in the Credit Agreement).

(c) "Fiscal Year" shall mean the fiscal year of the Company, as in effect from time to time.

(d) "IPO" shall mean an initial public offering of Company Common Stock effected pursuant to an effective registration statement filed under the Securities Act of 1933, as amended.

(e) "Liquidity Event" shall mean either (a) the consummation of the sale, transfer, conveyance or other disposition in one or a series of related transactions (by way of merger, consolidation or otherwise) of more than 50% of the total number of equity securities of the Company held by the Principal Stockholder as of January 14, 2011 for cash; or (b) the consummation of the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company, or the Company and its Subsidiaries taken as a whole, to any "person" (as such term is defined in Section 13(d)(3) of the Exchange Act) for cash other than to the Principal Stockholder or an Affiliate of the Principal Stockholder. In the event the Principal Stockholder receives non-cash consideration (including stock) in connection with a transaction that would have otherwise qualified as a "Liquidity Event" if a sufficient portion of the consideration received had been cash, then a Liquidity Event shall be deemed to have

occurred for purposes of this Award at the time the Principal Stockholder converts such part of the non-cash consideration into cash as is sufficient to cause the cash consideration plus the non-cash consideration that has been converted into cash to have been received for at least 50% of the total number of equity securities of the Company sold, transferred, conveyed or otherwise disposed, directly or indirectly, by the Principal Stockholder.

(f) "Target EBITDA" for the Performance Year shall be as set forth on the first page of this Award Certificate.

(g) "Performance Year" shall have the meaning set forth in Section 2.

(h) "Principal Stockholder" shall mean Carlyle-CommScope Holdings, L.P.

NONQUALIFIED STOCK OPTION CERTIFICATE

Director Grant

Non-transferable

GRANT TO

(“Optionee”)

the right to purchase from CommScope Holding Company, Inc. (the “Company”)

[] shares of its common stock, par value \$0.01 (the “Common Stock”), at the price of \$[—] per share

subject to the provisions of the CommScope Holding Company, Inc. 2011 Incentive Plan (the “Plan”), as if the Options had been granted under the Plan, and to the terms and conditions set forth on the following pages (the “Terms and Conditions”). By accepting the Options, Optionee shall be deemed to have agreed to the Terms and Conditions set forth in this Award Certificate and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

Options: _____ (the “Options”)

IN WITNESS WHEREOF, CommScope Holding Company, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be duly executed.

COMMSCOPE HOLDING COMPANY, INC.

By: _____ Grant Date: _____

Acknowledged, agreed and accepted by Optionee as of the Grant Date:

By: _____
[Name]

TERMS AND CONDITIONS

1. **Vesting of Options.** Unless vesting is accelerated in the discretion of the Committee or as provided below in this Section 1, the Options shall vest (become exercisable) as to [—]% ([—] Shares) on each of the first [—] anniversaries of [—], provided that Optionee remains in Continuous Status as a Participant on each such vesting date. All outstanding Options shall vest and become exercisable immediately prior to the effective date of a Liquidity Event.

2. **Term of Option and Limitations on Right to Exercise.** The term of the Option will be for a period of [—] years, expiring at 5:00 p.m., Eastern Time, on the [—] anniversary of the Grant Date (the “Expiration Date”). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the earliest to occur of the following circumstances:

(a) three months after the termination of Optionee’s Continuous Status as a Participant for any reason other than (i) for Cause or (ii) by reason of Optionee’s death or Disability;

(b) twelve months after the date of the termination of Optionee’s Continuous Status as a Participant by reason of his or her Disability;

(c) twelve months after Optionee’s death, if (i) Optionee dies during his or her Continuous Status as a Participant and before the Option otherwise expires, or (ii) Optionee dies during the three-month period described in subsection (a) above and before the Option otherwise expires or (iii) Optionee dies during the twelve-month period described in subsection (b) above and before the Option otherwise expires (upon Optionee’s death, the Option may be exercised by Optionee’s estate or other beneficiary designated pursuant to the Plan); or

(d) immediately upon the termination of Optionee’s Continuous Status as a Participant if such termination is for Cause; or

(e) except as otherwise determined by the Committee, immediately upon the occurrence of a Liquidity Event.

The Committee may, prior to the lapse of the Option under the circumstances described in subsections (a), (b), (c), (d), or (e) above, extend the time to exercise the Option as determined by the Committee in writing, but in no event may the Option be extended beyond the Expiration Date. If Optionee or his or her beneficiary exercises an Option after termination of service, the Option may be exercised only with respect to the Shares that were otherwise vested on Optionee’s termination of service.

In the event of an IPO, the Committee will determine whether any changes to terms and conditions of the Options may be appropriate, subject to Section 11.2 of the Plan.

3. **Exercise of Option.** The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Company from time to time and (b) payment to the Company in full for the Shares subject to such exercise. If the person exercising an Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be (i) in cash, (ii) by delivery (actual or by attestation) of

Shares previously acquired by the purchaser, (iii) by withholding of Shares from the Option, or (iv) any combination thereof, for the number of Shares specified in such written notice; provided that payment pursuant to clauses (ii), (iii) and (iv) shall be subject to any contractual or legal limitations or restrictions imposed on the Company (including under any credit or similar agreement). Shares surrendered or withheld for this purpose shall be valued at their fair market value as determined in good faith by the Committee on the date of exercise and without any discounts for minority interests, restrictions on transfer, illiquidity or lack of marketability and taking into account valuation analysis used to determine the exercise price of options issued in close proximity to the applicable exercise date.

4. **Restrictions on Transfer and Pledge.** No right or interest of Optionee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or an Affiliate, or shall be subject to any lien, obligation, or liability of Optionee to any other party other than the Company or an Affiliate. The Option is not assignable or transferable by Optionee other than by will or the laws of descent and distribution, but the Committee may (but need not) permit other transfers. The Option may be exercised during the lifetime of Optionee only by Optionee or any permitted transferee.

5. **Restrictions on Issuance of Shares.** If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares covered by the Option upon any Exchange or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

6. **Stockholders Agreement; Registration Rights Agreement.** As a condition to the issuance of Shares of Stock hereunder, Optionee agrees that such Shares shall be subject to all of the terms, conditions and restrictions contained in any Stockholders Agreement by and among the Company and the Company’s stockholders and in any Registration Rights Agreement by and among the Company and the Company’s stockholders and that Optionee will become a party to and subject to such Stockholders Agreement and such Registration Rights Agreement.

7. **Plan Controls.** These Options are not granted under the Plan or any other incentive or equity plan established by the Company. Although the Options are being issued outside of the Plan and do not reduce or otherwise affect the number of Shares available for issuance thereunder, the terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate and the Options shall be governed by and construed in accordance with the Plan, as if the Options had been granted thereunder. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative.

8. **Successors.** This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

9. Notice. Notices hereunder must be in writing, delivered personally or sent by registered or certified U.S. mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to CommScope Holding Company, Inc., 1100 CommScope Place, SE, Hickory, North Carolina 28602, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to Optionee. Notices to Optionee will be directed to the address of Optionee then currently on file with the Company, or at any other address given by Optionee in a written notice to the Company.

10. Definitions.

(a) "Cause" shall mean:

(i) the commission of any act by Optionee constituting financial dishonesty against the Company or its subsidiaries (which act would be chargeable as a crime under applicable law);

(ii) Optionee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, material misconduct, moral turpitude (not involving a traffic offense), illegality or harassment which would, in the Company's reasonable judgment; (A) materially adversely affect the business or the reputation of the Company or any of its subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business, (B) expose the Company or any of its subsidiaries to material damages, liabilities or penalties or (C) expose the Company or any of its subsidiaries to criminal liabilities or penalties; or

(iii) any material violation of the Company's written policies, or willful and deliberate non-performance of duty by Optionee in connection with the business affairs of the Company or its subsidiaries.

Notwithstanding the foregoing, there shall be no termination for Cause pursuant to clauses (a)(ii) or (iii) without Optionee first being given, after not less ten (10) days written notice by the Board, a reasonable opportunity to be heard before the Board and a reasonable opportunity to cure the actions or omissions giving rise to "Cause" (to the extent such cure is reasonably possible) within a reasonable time period.

(b) "IPO" shall mean an initial public offering of Company Common Stock effected pursuant to an effective registration statement filed under the Securities Act of 1933, as amended.

(c) "Liquidity Event" shall mean either (a) the consummation of the sale, transfer, conveyance or other disposition in one or a series of related transactions (by way of merger, consolidation or otherwise) of more than 50% of the total number of equity securities of the Company held by the Principal Stockholder as of January 14, 2011 for cash; or (b) the consummation of the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company, or the Company and its Subsidiaries taken as a whole, to any "person" (as such term is defined in Section 13(d)(3) of the Exchange Act) for cash other than to the Principal Stockholder or an Affiliate of the Principal Stockholder. In the event the Principal Stockholder receives non-cash consideration (including stock) in connection with a transaction that would have otherwise qualified as a "Liquidity Event" if a sufficient portion of the consideration received had been cash, then a Liquidity Event shall be deemed to have occurred for purposes of this Award at the time the Principal Stockholder converts such part of the non-cash consideration into cash as is sufficient to cause the cash consideration plus the non-cash consideration that has been converted into cash to have been received for at least 50% of the total number of equity securities of the Company sold, transferred, conveyed or otherwise disposed, directly or indirectly, by the Principal Stockholder.

(d) "Principal Stockholder" shall mean Carlyle-CommScope Holdings, L.P.

COMMSCOPE, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
AS AMENDED AND RESTATED EFFECTIVE APRIL 9, 2009

FIRST AMENDMENT

The CommScope, Inc. Supplemental Executive Retirement Plan (the "Plan") hereby is amended as follows, effective immediately upon approval of this First Amendment by the Compensation Committee of the Board of Directors of CommScope, Inc.:

Section 3.2 of the Plan shall be amended by adding the following sentence to the end thereof:

Notwithstanding the foregoing, in all events, benefits shall be payable in respect of a Participant who is employed by the Company as of the date a Change in Control that occurs by reason of the consummation of the transactions contemplated by the Agreement and Plan of Merger among CommScope, Inc., Cedar I Holding Company, Inc., and Cedar I Merger Sub, Inc., dated as of October 26, 2010, unless the Participant experiences an involuntary Separation from Service from the Company for Cause.

IN WITNESS WHEREOF, this instrument of amendment is executed this 12th day of January, 2011.