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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 28, 2015

COMMSCOPE HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

001- 36146
(Commission File Number)

Delaware
(State or other Jurisdiction
of Incorporation)

27-4332098
(IRS. Employer
Identification No.)

1100 CommScope Place, SE
Hickory, North Carolina 28602
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (828) 324-2200

Not applicable
(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 2.01. Completion of Acquisition or Disposition of Assets.

On August 28, 2015, pursuant to the terms of the stock and asset purchase agreement (the "Purchase Agreement"), dated as of January 27, 2015, by and among CommScope Holding Company, Inc. ("Holdings"), CommScope, Inc. ("CommScope" and, together with Holdings, the "Company") and TE Connectivity Ltd., a Swiss corporation ("Seller"), the Company completed the acquisition of Seller's Telecom, Enterprise and Wireless businesses (the "Business"), which Seller refers to as its Broadband Network Solutions business unit, pursuant to a combination of stock and asset purchases (the "Transaction"). Upon the closing of the Transaction, the Company paid to Seller approximately \$3.0 billion in cash, subject to a final working capital adjustment and an additional adjustment related to assumed pension liabilities of the Business. In connection with the Transaction, under the terms of the Purchase Agreement, the Company also assumed certain other liabilities of the Business, including certain severance obligations triggered by the Transaction and certain outstanding restructuring liabilities related to the Business.

The foregoing description does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Purchase Agreement, which was filed as Exhibit 2.1 to Holdings' Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on January 28, 2015, and which is incorporated herein by reference.

The Purchase Agreement was filed to provide investors with information regarding its terms and is not intended to provide any factual information about Holdings, CommScope, Seller or any of their respective subsidiaries or affiliates. Such information can be found in the public filings that Holdings or Seller, as applicable, files with the SEC. The representations, warranties and covenants contained in the Purchase Agreement were made solely for the purposes of the Purchase Agreement and are as of specific dates and solely for the benefit of the parties to the Purchase Agreement and:

- are not intended as statements of fact, but rather as a way of allocating the risk among the parties in the event the statements therein prove to be inaccurate;
- have been modified or qualified by certain confidential disclosures that were made among the parties in connection with the negotiation of the Purchase Agreement, which disclosures are not reflected in the Purchase Agreement itself;
- may no longer be true as of a given date;
- may be subject to a contractual standard of materiality in a way that is different from that generally applicable to investors or other stockholders and reports and documents filed with the SEC; and
- may be subject in some cases to other exceptions and qualifications (including exceptions that do not result in, and would not reasonably be expected to have, a material adverse effect on the applicable party).

Accordingly, investors should not rely on the representations, warranties or covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Holdings, CommScope, Seller or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change, or may have changed, after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in Holdings' or Seller's public disclosures. Accordingly, the representations and warranties and other provisions of the Purchase Agreement or any description of such provisions should not be read alone, but instead should be read together with the information that each company publicly files in reports and statements with the SEC.

Item 8.01. Other Events.

On August 28, 2015, the Company issued a press release announcing the completion of the Transaction. A copy of the press release is attached hereto as Exhibit 99.1, which is incorporated herein by reference.

Supplemental Indenture to the 6.000% Senior Notes Indenture

In connection with the Transaction, on August 28, 2015, CommScope Technologies LLC and certain subsidiaries of Holdings (collectively, the “Additional Guarantors”) and Wilmington Trust, National Association, as trustee (the “Trustee”), entered into the First Supplemental Indenture (the “First Supplemental Indenture”) to the Indenture, dated as of June 11, 2015, between CommScope Technologies Finance LLC, as escrow issuer, and the Trustee (the “Indenture”) governing the escrow issuer’s 6.000% Senior Notes due 2025, pursuant to which (i) CommScope Technologies LLC agreed to become a party to the Indenture and assume all of the rights and become subject to all of the obligations and agreements of the escrow issuer under the Indenture and (ii) the Additional Guarantors agreed to become parties to the Indenture and fully and unconditionally guarantee all of CommScope Technologies LLC’s obligations under the Indenture.

The foregoing description of the First Supplemental Indenture does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the First Supplemental Indenture, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

Incremental Joinder to the Credit Agreement

On August 28, 2015, also in connection with the consummation of the Transaction, CommScope, Holdings and certain of their subsidiaries entered into the incremental joinder agreement (the “Joinder Agreement”) to the Credit Agreement (as defined below) whereby CommScope assumed the term loans incurred by CommScope Finance LLC in June 2015 pursuant to that certain escrow credit agreement and such term loans became incremental term loans under the credit agreement, dated as of January 14, 2011, among CommScope (as successor by merger to Cedar I Merger Sub, Inc.), as borrower, Holdings, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended and supplemented to date, the “Credit Agreement”). See the full text of the Credit Agreement and the escrow credit agreement, copies of which were filed as Exhibit 10.7 to Holdings’ Registration Statement on Form S-1 filed with the SEC on August 2, 2013 and as Exhibit 10.1 to Holdings’ Current Report on Form 8-K filed with the SEC on June 29, 2015, respectively.

This foregoing description of the Joinder Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Joinder Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 2.1 Stock and Asset Purchase Agreement, dated January 27, 2015, by and among CommScope Holding Company, Inc., CommScope, Inc. and TE Connectivity Ltd. (incorporated by reference to Exhibit 2.1 of CommScope Holding Company Inc.'s Current Report on Form 8-K filed with the SEC on January 28, 2015).
- 4.1 First Supplemental Indenture, dated August 28, 2015, by and among CommScope Technologies LLC, the Guarantors party thereto and Wilmington Trust, National Association, as trustee
- 10.1 Incremental Joinder Agreement, dated August 28, 2015, by and among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., as Holdings, the Subsidiary Guarantors party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent, and JPMorgan Chase Bank, N.A., as Escrow Administrative Agent
- 99.1 Press release dated August 28, 2015.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 28, 2015

CommScope Holding Company, Inc.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

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- 4.1 First Supplemental Indenture, dated August 28, 2015, by and among CommScope Technologies LLC, the Guarantors party thereto and Wilmington Trust, National Association, as trustee
- 10.1 Incremental Joinder Agreement, dated August 28, 2015, by and among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., as Holdings, the Subsidiary Guarantors party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent, and JPMorgan Chase Bank, N.A., as Escrow Administrative Agent
- 99.1 Press release dated August 28, 2015.

SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of August 28, 2015 (this "Supplemental Indenture"), is by and among CommScope Technologies LLC, a limited liability company organized under the laws of the State of Delaware (such limited liability company, and its successors and assigns under the Indenture, hereinafter referred to as the "Issuer"), each of the parties identified as a Guarantor on the signature pages hereto (each, a "Guarantor" and collectively, the "Guarantors") and Wilmington Trust, National Association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, CommScope Technologies Finance LLC (the "Initial Issuer") and the Trustee are parties to an indenture dated as of June 11, 2015 (the "Indenture"), providing for the issuance of the Initial Issuer's 6.000% Senior Notes due 2025 (the "Notes");

WHEREAS, the Issuer and each Guarantor that is a signatory hereto is executing this Supplemental Indenture pursuant to which (i) the Issuer shall each become a party to the Indenture and assume all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture and (ii) each such Guarantor shall become a party to the Indenture and assume all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture ; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement to be Bound. Without limiting the assumption by operation of law upon the Escrow Merger, the Issuer hereby becomes party to the Indenture as the "Issuer" for all purposes thereof and as such will have all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture.

3. Agreements to Become Guarantors. Each of the Guarantors hereby unconditionally guarantees the Issuer's obligations for the due and punctual payment of the principal of, premium, if any, and interest on all the Notes and the performance and observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Issuer, on the terms and subject to the conditions set forth in Article X of the Indenture and agrees to be bound by all other provisions of the Indenture and the Notes applicable to a Guarantor therein.

4. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. No Recourse Against Others. No manager, managing director, director, officer, employee, incorporator or holder of any Equity Interests in the Issuer, CommScope, any Subsidiary or any direct or indirect parent of CommScope, as such, shall have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes, by accepting a Note, waives and releases all such liability. This waiver and release are part of the consideration for issuance of the Notes. This waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

6. Notices. For purposes of Section 12.1 of the Indenture, the address for notices to each of the Issuer and the Guarantors shall be:

CommScope, Inc.
1100 CommScope Place SE
Hickory, NC 28602
Facsimile: 828-431-2520
Attention: General Counsel

7. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

8. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier, facsimile or other electronic transmission (i.e. a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof.

9. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each of the Issuer and the Guarantors.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

COMMSCOPE TECHNOLOGIES LLC

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, General Counsel and Secretary

ALLEN TELECOM LLC, as a New Guarantor
ANDREW SYSTEMS INC., as a New Guarantor
CABLE TRANSPORT, INC., as a New Guarantor
COMMSCOPE, INC. OF NORTH CAROLINA, as a New
Guarantor
CONNECTIVITY SOLUTIONS MANUFACTURING LLC,
as a New Guarantor
REDWOOD SYSTEMS, INC., as a New Guarantor
VEXTRA TECHNOLOGIES, LLC, as a New Guarantor

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, General Counsel and Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Joseph P. O'Donnell

Name: Joseph P. O'Donnell

Title: Vice President

INCREMENTAL JOINDER AGREEMENT

INCREMENTAL JOINDER AGREEMENT, dated as of August 28, 2015 (this "Agreement"), among CommScope, Inc. ("Borrower"), CommScope Holding Company, Inc. ("Holdings"), the subsidiary guarantors listed on the signature pages hereto (the "Subsidiary Guarantors," and together with Holdings, the "Guarantors"), the Lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein (other than in Section 2(h) herein) but not otherwise defined have the meanings assigned to such terms in the Amended Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower, the Guarantors listed on the signature pages thereto, the several lenders from time to time party thereto prior to giving effect to this Agreement (the "Original Lenders"), J.P. Morgan Securities LLC, as Arranger and Sole Bookrunner (the "Arranger"), JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent originally entered into the credit agreement on January 14, 2011, as amended and restated by the amendment agreement dated as of March 7, 2012 and as further amended and restated as of March 8, 2013 and December 3, 2013 (the "Original Credit Agreement"), pursuant to which the Original Lenders made certain loans and other extensions of credit to Borrower;

WHEREAS, pursuant to Section 2.17 of the Original Credit Agreement the Borrower has requested the establishment of a New Term Facility in an aggregate par principal amount of \$1,250,000,000 (any term loans in respect thereof, the "Tranche 5 Term Loans").

WHEREAS, prior to the date hereof, pursuant to that certain Escrow Credit Agreement dated June 29, 2015 (as amended, supplemented, or otherwise modified, the "Escrow Credit Agreement"), among CommScope Finance LLC (the "Escrow Borrower"), JPMorgan Chase Bank, N.A. as administrative agent (the "Escrow Administrative Agent") and the lenders party thereto (the "Escrow Lenders"), the Escrow Lenders have made loans to the Escrow Borrower in an aggregate par principal amount of \$1,250,000,000 (the "Escrow Loans"), with the proceeds of such Escrow Loans held in escrow in accordance with the terms of the Escrow Agreement (as defined in the Escrow Credit Agreement) (the "Escrow").

WHEREAS, Escrow Borrower is a wholly-owned Unrestricted Subsidiary of the Borrower, and, in order to effect the establishment of the Tranche 5 Term Loans, substantially concurrently with the release of the Escrow Loans from Escrow, the Escrow Borrower shall have merged with and into Borrower with Borrower surviving such merger by operation of law and assuming all outstanding Escrow Loans (the "Merger");

WHEREAS, upon the Merger and the satisfaction or waiver of the other conditions precedent set forth in Section 2 below, the Escrow Loans shall constitute the Tranche 5 Term Loans, outstanding under the Amended Credit Agreement pursuant to Section 2.17 thereof;

WHEREAS, immediately upon the incurrence of such Tranche 5 Term Loans by the Borrower, the Required Lenders under the Original Credit Agreement (as such agreement has been modified by the Tranche 5 Term Loans made thereunder) shall be deemed to have approved certain additional modifications to the Original Credit Agreement and the other Loan Documents (such additional modifications not related to the establishment of the Tranche 5 Term Loans, the "Required Lender Amendments");

WHEREAS, the Escrow Administrative Agent, on behalf of each Escrow Lender as set forth in the Escrow Credit Agreement, hereby agrees that upon the Merger and the satisfaction or waiver of the other conditions precedent set forth in Section 2 below each Escrow Lender shall be a Lender with outstanding Tranche 5 Term Loans under the Amended Credit Agreement (each a "Tranche 5 Lender"), bound by the terms hereof and the Amended Credit Agreement. For the avoidance of doubt, immediately after the Tranche 5 Effective Date the Tranche 5 Term Loans shall be outstanding with the same Interest Period as the Interest Period of the Escrow Loans existing immediately prior to the Tranche 5 Effective Date, and any accrued but unpaid interest on the Escrow Loans under the Escrow Credit Agreement shall be deemed accrued and unpaid interest on the Tranche 5 Term Loans under the Amended Credit Agreement.

WHEREAS, in furtherance thereof and to establish the Tranche 5 Term Loans pursuant to Section 2.17 of the Original Credit Agreement and consistent with the provisions set forth above, each party hereto (including the Escrow Administrative Agent on behalf of the Escrow Lenders) hereby consents to the modifications to the Original Credit Agreement as set forth in Section 1 below (the Original Credit Agreement, as hereby modified, the "Amended Credit Agreement").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

SECTION 1. Amendment to Original Credit Agreement

The Original Credit Agreement is, effective as of the Tranche 5 Effective Date (as defined below), hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Original Credit Agreement attached as Annex A hereto. Additionally, the Security Agreement is, as of the Tranche 5 Effective Date, hereby amended to (a) replace the reference to "\$7.0 million" in the definition of "Excluded Accounts" therein with "\$20.0 million" and (b) replace the reference to "Section 2.15" in Section 7.2 of the Security Agreement with "Section 8.03". For the avoidance of doubt, any Required Lender Amendments set forth therein shall be deemed to have occurred immediately upon the establishment of the Tranche 5 Term Loans as set forth herein.

SECTION 2. Conditions Precedent to the Effectiveness of this Amendment

This Agreement shall become effective as of the date (the "Tranche 5 Effective Date") of the satisfaction or waiver of each of the conditions precedent set forth in this Section 2 hereof.

(a) Executed Counterparts. The Administrative Agent shall have received this Agreement, duly executed by (A) each Tranche 5 Lender and (B) each of the other parties hereto.

(b) Corporate and Other Proceedings. The Administrative Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the Board of Directors or managing member (or equivalent governing body) of each Loan Party authorizing (a) the execution, delivery and performance of this Agreement and the Amended Credit Agreement (and any agreements relating thereto) and (b) in the case of Borrower, the extensions of credit contemplated hereunder and under the Amended Credit Agreement.

(c) Incremental Conditions. The conditions set forth in Section 2.17(d) of the Original Credit Agreement shall be satisfied or waived in accordance with the requirements of the Original Credit Agreement.

(d) Certificates. The Administrative Agent shall have received (i) such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and any other legal matters relating to the Loan Parties or the Loan Documents all in form and substance reasonably satisfactory to the Administrative Agent and its counsel, (ii) an officer's certificate of Borrower, dated the Tranche 5 Effective Date, confirming compliance with the conditions set forth in this Section 2(c), (g), (h), (i) and (j) and (iii) a solvency certificate of the chief financial officer of the Borrower in substantially the form attached as Exhibit B hereto.

(e) Opinions of Counsel. The Administrative Agent shall have received (i) a legal opinion, in form and substance reasonably satisfactory to the Administrative Agent, from Latham & Watkins LLP, counsel to the Loan Parties and (ii) a legal opinion, in form and substance reasonably satisfactory to the Administrative Agent, from Robinson, Bradshaw & Hinson, P.A., local counsel in North Carolina for the Loan Parties.

(f) Promissory Notes. Each Tranche 5 Lender shall have received, if requested reasonably in advance, one or more promissory notes payable to the order of such Lender duly executed by Borrower in substantially the form of Exhibit B-3, as applicable, to the Amended Credit Agreement evidencing its Tranche 5 Term Loans and/or the commitments in respect thereof.

(g) Acquisition Agreement Representations and Specified Representations. The Acquisition Agreement Representations and the Specified Representations shall each be true and correct in all material respects. The "Acquisition Agreement Representations" means the representations made by TE Connectivity, Ltd. (the "Seller") with respect to the Target and its Subsidiaries in the TE Acquisition Agreement that are material to the interests of the Tranche 5 Term Loan lenders, to the extent that Holdings or the Borrower (or their Affiliate) has the right to terminate their or its obligations under the TE Acquisition Agreement, or the right to decline to consummate the TE Acquisition, as a result of a breach of such representations in the TE Acquisition Agreement. The "Specified Representations" means the representations and warranties of the Borrower and Holdings set forth in the following Sections of the Original Credit Agreement: Sections 5.01(a) and (b) (in each case, other than with respect to corporate or other organizational existence, as it relates to the entering into and performance of the Loan Documents); Section 5.02(a) (with regard to Holdings and Borrower and as it relates to the entering into and performance of the Loan Documents); Section 5.04 (as it relates to the entering into and performance of the Loan Documents); Section 5.13; Section 5.17 (but with references to the "Closing Date" therein replaced by the "Tranche 5 Effective Date"); Section 5.20; Section 5.21 (solely with respect to the use of the proceeds of the Tranche 5 Term Loans); and Section 5.22 (solely with respect to the use of the proceeds of the Tranche 5 Term Loans).

(h) No Material Adverse Effect. Between January 27, 2015 and the Tranche 5 Effective Date, there has been no Material Adverse Effect. "Material Adverse Effect" means any event, circumstance, development, change or effect that, individually or in the aggregate with all other events, circumstances, developments, changes and effects, would reasonably be expected to (A) result in a material adverse effect on the business, condition (financial or otherwise), assets (including intangible assets and rights) or results of operations of the Business, other than, for purposes of this clause (A) only, (X) any event, circumstance, development, change or effect resulting from the following: (i) changes in economic or political conditions or the financing, banking, currency or capital markets in general; (ii) changes in Laws or Orders or interpretations thereof or changes in accounting requirements or principles

(including GAAP); (iii) changes affecting industries, markets or geographical areas in which the Business operates; (iv) the announcement or pendency of the transactions contemplated by the Agreement or other communication by Purchaser or any of its Affiliates of its plans or intentions (including in respect of employees) with respect to the Business, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Business; (v) the consummation of the transactions contemplated by the Agreement or any actions by Purchaser or Seller expressly required pursuant to the Agreement (other than actions required pursuant to Section 5.2(a)(i) of the Agreement); (vi) actions prohibited under Section 5.2 of the Agreement to which Purchaser gave its prior written consent; (vii) any natural disaster or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof, whether or not occurring or commenced before, on or after the date of the Agreement; or (viii) proposing, negotiating, committing to or effecting, by consent decree, hold separate order or otherwise, the sale, transfer, divestiture, license or disposition of operations, divisions, businesses, product lines, customers or assets arising from Purchaser's compliance with its obligations under Section 5.4 of the Agreement, except, in the case of the foregoing clauses (i), (ii), (iii) or (vii), to the extent such changes or developments referred to therein have a materially disproportionate impact on the Business as compared to other companies with businesses similar to the Business or (Y) any failure by the Business to meet any internal projections or forecasts and seasonal changes in the results of operations of the Business (provided that the underlying causes of such failure (subject to clauses (i)-(viii) of this definition) shall be considered in determining whether a "Material Adverse Effect" has occurred) or (B) materially impair or delay beyond the End Date the ability of the Seller (or the Seller Entities) to consummate the transactions contemplated by the Agreement. Capitalized terms in the preceding definition are used as defined in the TE Acquisition Agreement in effect on January 27, 2015.

(i) The TE Acquisition; Merger. The TE Acquisition shall have been consummated, or substantially simultaneously with the effectiveness of the Tranche 5 Term Loans upon release from Escrow and the release from escrow of the New Senior Unsecured Notes, shall be consummated, in all material respects in accordance with the terms of the TE Acquisition Agreement, without giving effect to any modifications, amendments, consents or waivers thereto that are material and adverse to the Tranche 5 Term Loan Lenders or the Arrangers in respect of the Tranche 5 Term Loans without the prior consent of such Arrangers (such consent not to be unreasonably withheld, delayed or conditioned). For purposes of the foregoing condition, it is hereby understood and agreed that any change in the purchase price in connection with the TE Acquisition shall not be deemed to be material and adverse to the interests of the Tranche 5 Term Loan Lenders and the Arrangers; provided that (i) any increase in the purchase price shall be funded solely by an increase in the amount of cash consideration and (ii) any reduction of the purchase price shall reduce on a dollar-for-dollar basis the amounts to be funded under the New Senior Unsecured Notes. The Merger shall have been, or substantially simultaneously with the effectiveness of the Tranche 5 Term Loans shall be, consummated.

(j) Payoff of Certain Indebtedness. Substantially concurrently with the funding of the Tranche 5 Term Loans, all existing third party indebtedness for borrowed money of the Target and its Subsidiaries (other than (i) ordinary course capital leases, purchase money indebtedness, equipment financings, customer financings and related guarantees, hedging obligations and related guarantees and other ordinary short term working capital facilities, (ii) indebtedness permitted to remain outstanding or be incurred prior to the Tranche 5 Term Loan Effective Date under the TE Acquisition Agreement, (iii) intercompany indebtedness and (iv) certain other limited indebtedness that the Administrative Agent and the Borrower reasonably agree may remain outstanding after the Tranche 5 Term Loan Effective Date) shall be repaid, redeemed, repurchased, defeased, discharged, refinanced or terminated (or notice for the repayment or redemption thereof shall be given to the extent accompanied by any prepayments or deposits required to defease, terminate and satisfy and discharge in full the obligations under any related indentures or notes), and all related guarantees and security interests will be terminated and released.

(k) Financial Statements. The Administrative Agent shall have received (a) audited consolidated balance sheets of Holdings and its Subsidiaries and the Target and its Subsidiaries and, in each case, the related consolidated statements of income, stockholders' equity and cash flows of Holdings and its Subsidiaries and the Target and its Subsidiaries for the fiscal years ended December (in the case of Holdings) and September (in the case of the Target) 2012 (other than with respect to the audited consolidated balance sheet of the Target and its Subsidiaries), 2013 and 2014 and, in the case of Holdings for any other fiscal year ended at least 90 days prior to the Tranche 5 Term Loan Effective Date and, in the case of the Target such audited financial statements of the Target for its fiscal year ended September 2015 if the Tranche 5 Term Loan Effective Date occurs 90 days or more after September 25, 2015 and (b) unaudited consolidated balance sheets and the related unaudited consolidated statements of operations and cash flows of the Holdings and its Subsidiaries and the Target and its Subsidiaries for each subsequent fiscal quarter ending after December 2014 (in the case of Holdings) and September 2013 (in the case of the Target) and ended at least 45 days prior to the Tranche 5 Term Loan Effective Date (other than any fiscal fourth quarter). The Administrative Agent hereby acknowledges receipt of the financial statements in the foregoing clause (a) in the case of Holdings, for the fiscal years ended December 2012, 2013 and 2014, and in the case of the Target, for the fiscal years ended September 28, 2012, September 27, 2013 and September 26, 2014, and in the foregoing clause (b) in the case of the Target, for the fiscal quarters ended December 25, 2014 and March 27, 2015 and, in the case of Holdings, for the fiscal quarter ended March 31, 2015.

(l) Fees and Expenses. The Arranger shall have received the fees, if any, required to be paid on the Tranche 5 Effective Date and all reasonable out-of-pocket expenses (including the reasonable fees, disbursements and other charges of Simpson Thacher & Bartlett LLP, counsel for the Arrangers) for which invoices have been presented at least five (5) business days prior to the Tranche 5 Effective Date (or such later date as the Borrower may reasonably agree).

(m) Mortgage Property. The Borrower shall have provided life of loan flood hazard determinations (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party) with respect to each Mortgaged Property that has located on it one or more buildings. If any portion of the buildings located on any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Borrower shall (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount that is reasonably satisfactory to the Administrative Agent and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Collateral Agent evidence of such compliance in form and substance reasonably acceptable to the Collateral Agent.

(n) Patriot Act; KYC. The Administrative Agent shall have received at least three business days prior to the Tranche 5 Effective Date all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least ten days prior to the Tranche 5 Effective Date by any Tranche 5 Lender that such Lender reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

SECTION 3. No Other Amendments; References to the Credit Agreement

Other than as specifically provided herein or in the Amended Credit Agreement, this Agreement shall not operate as a waiver or amendment of any right, power or privilege of the Lenders under (and as defined in) the Original Credit Agreement or any other Loan Document (as such term is

defined in the Original Credit Agreement) or of any other term or condition of the Original Credit Agreement or any other Loan Document (as such term is defined in the Original Credit Agreement) nor shall the entering into of this Agreement preclude the Lenders from refusing to enter into any further waivers or amendments with respect to the Amended and Restated Credit Agreement. All references to the Original Credit Agreement in any document, instrument, agreement, or writing that is a Loan Document shall from and after the Tranche 5 Effective Date be deemed to refer to the Amended Credit Agreement, and, as used in the Amended Credit Agreement, the terms "Agreement," "herein," "hereafter," "hereunder," "hereto" and words of similar import shall mean, from and after the Tranche 5 Effective Date, the Amended Credit Agreement.

SECTION 4. Headings

The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions hereof.

SECTION 5. Execution in Counterparts

This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts together shall be deemed to constitute one and the same instrument. A counterpart hereof or a signature page hereto delivered by facsimile or electronic transmission (such as a .pdf file) shall be effective as delivery of a manually signed, original counterpart hereof.

SECTION 6. Cross-References

References in this Agreement to any Section are, unless otherwise specified or otherwise required by the context, to such Section of this Agreement.

SECTION 7. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Loan Party Acknowledgments

(a) Each Loan Party hereby (i) expressly acknowledges the terms of the Amended Credit Agreement, (ii) ratifies and affirms its obligations under the Loan Documents (including guarantees and security agreements) executed by such Loan Party, (iii) acknowledges, renews and extends its continued liability under all such Loan Documents to which it is a party and agrees such Loan Documents remain in full force and effect and the same are ratified and confirmed and (iv) agrees that each Collateral Document to which it is a party secures all Obligations of the Borrower and Guarantors in accordance with the terms thereof.

(b) Each Loan Party hereby reaffirms, as of the Tranche 5 Effective Date, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Agreement and the transactions contemplated thereby, and (ii) its guarantee of payment of the Obligations pursuant to the Amended Credit Agreement or Guarantee and its grant of Liens on the Collateral to secure the Obligations.

(c) Each Loan Party hereby acknowledges and agrees that the acceptance by the Administrative Agent, each Lender and each other Agent of this document shall not be construed in any manner to establish any course of dealing on any Agent's or Lender's part, including the providing of any notice or the requesting of any acknowledgment not otherwise expressly provided for in any Loan Document with respect to any future amendment, waiver, supplement or other modification to any Loan Document or any arrangement contemplated by any Loan Document.

SECTION 9. Post-Closing Collateral Matters

The Collateral Agent shall have received, to the extent not delivered on the Amendment and Restatement Date, within 60 days of the Tranche 5 Effective Date, with respect to each Mortgage encumbering Mortgaged Property other than the Mortgaged Property located in North Carolina and by December 31, 2015 with respect to the Mortgaged Property located in North Carolina to the extent such Mortgaged Property is still owned by a Loan Party on such date, in each case, unless waived or extended by the Collateral Agent in the sole discretion of the Collateral Agent:

(i) With respect to each Mortgage encumbering Mortgaged Property, an amendment thereof (each a "Mortgage Amendment") duly executed and acknowledged by the applicable Loan Party, and in form for recording in the recording office where the corresponding Mortgage was recorded, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof under applicable law, in each case in form and substance reasonably satisfactory to the Collateral Agent and otherwise approved by the applicable local counsel for filing in the appropriate jurisdiction;

(ii) A dated endorsement to the existing mortgage title insurance policies (each, a "Mortgage Policy," collectively, the "Mortgage Policies") relating to the Mortgage encumbering the Mortgaged Property subject to such Mortgage assuring the Collateral Agent that such Mortgage, as amended by such Mortgage Amendment is a valid and enforceable first priority lien on such Mortgaged Property in favor of the Collateral Agent for the benefit of the Secured Parties free and clear of all defects, encumbrances and Liens except for Permitted Encumbrances (as defined in each Mortgage), and such Mortgage Policy shall otherwise be in form and substance reasonably satisfactory to the Collateral Agent;

(iii) With respect to each Mortgage Amendment relating to Mortgaged Property located in North Carolina, an opinion of local counsel to the Loan Parties, which opinion shall be addressed to the Administrative Agent and Collateral Agent and the Secured Parties, shall cover the enforceability of the respective Mortgage as amended by such Mortgage Amendment, the due authorization, execution and delivery of the Mortgage Amendment and such other matters incident to the transactions contemplated herein as the Collateral Agent may reasonably request and shall be in form and substance reasonably satisfactory to the Collateral Agent;

(iv) With respect to each Mortgage Amendment other than the Mortgage Amendments relating to the Mortgaged Property located in North Carolina, an opinion from Latham and Watkins LLP, which opinion shall be addressed to the Administrative Agent and Collateral Agent and the Secured Parties and shall cover the due authorization, execution and delivery of the Mortgage Amendment, in form and substance reasonably satisfactory to the Collateral Agent;

(v) With respect to each Mortgaged Property, such affidavits, certificates, information (including financial data) and instruments of indemnification (including without limitation, a so-called "gap" indemnification) as shall be required to induce the title company to issue the Mortgage Policies; and

(vi) Evidence acceptable to the Collateral Agent of payment by the Borrower of all applicable title insurance premiums, search and examination charges, survey costs and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the Mortgage Policies.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and general partners thereunto duly authorized, as of the date first written above.

COMMSCOPE, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Secretary

COMMSCOPE HOLDING COMPANY, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President and Secretary

ALLEN TELECOM LLC
ANDREW SYSTEMS INC.
CABLE TRANSPORT, INC.
COMMSCOPE TECHNOLOGIES LLC
COMMSCOPE, INC. OF NORTH CAROLINA
CONNECTIVITY SOLUTIONS MANUFACTURING LLC
REDWOOD SYSTEMS, INC.
VEXTRA TECHNOLOGIES, LLC

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

By: /s/ Tina Ruyter
Name: Tina Ruyter
Title: Executive Director

JPMORGAN CHASE BANK, N.A., as Escrow Administrative
Agent, on behalf of the Escrow Lenders (after giving effect
hereto, the Tranche 5 Lenders) pursuant to the Escrow Credit
Agreement

By: /s/ Tina Ruyter
Name: Tina Ruyter
Title: Executive Director

CommScope Completes Transformational Acquisition of TE Connectivity's Telecom, Enterprise and Wireless Businesses

***Combination Strengthens CommScope's Position as a Leading Communications
Infrastructure Provider with Greater Resources to Meet
Growing Demand for Network Bandwidth***

***Transaction Expected to be Significantly Accretive to CommScope's Adjusted EPS and
Exceed \$150 Million in Annual Synergies in 2018***

HICKORY, NC, August 28, 2015 – CommScope Holding Company, Inc. (NASDAQ: COMM) has completed its previously announced acquisition of TE Connectivity's (NYSE: TEL) Telecom, Enterprise and Wireless businesses, a leader in fiber optic connectivity for wireline and wireless networks.

The all-cash transaction, valued at approximately \$3 billion, strengthens CommScope's position as a leading communications infrastructure provider with deeper resources to meet the world's growing demand for network bandwidth. This transaction creates a stronger company with greater innovation, employee talent and overall capabilities to serve customers in four major areas:

- Indoor and outdoor wireless networks;
- Data centers and central offices;
- Connected and efficient buildings; and
- Access and backhaul networks.

"We are excited to move forward as one company positioned for continued success," said Eddie Edwards, CommScope president and chief executive officer. "Together, we look to accelerate industry innovation, solve more wired and wireless network challenges, and better serve customers in more markets around the world. By uniting our complementary solutions, technologies and geographic and market coverage, we have created a stronger platform for competing successfully around the world.

"With this acquisition, we will have significant new opportunities for future sales growth and cost efficiencies to strengthen CommScope's financial foundation. The addition of the TE businesses is expected to immediately contribute to our profitable growth."

As previously announced, CommScope expects to realize more than \$150 million in annual synergies in 2018, which includes more than \$50 million in 2016. CommScope expects to drive synergies across all areas of the company, including sales, marketing, general and administration, operations, and research and development. The transaction is expected to be in excess of 20 percent accretive in 2016 on a pro forma basis, excluding purchase accounting charges, integration costs and other special items.

The new CommScope has approximately 25,000 employees, with a more significant presence in all major geographic regions. Pro forma net sales (for the 12-month period ended June 30, 2015) were approximately \$5.3 billion and pro forma adjusted EBITDA (excluding anticipated synergies) was approximately \$1 billion. The company now holds a portfolio of approximately 9,800 patents and patent applications, with research and development investment of more than \$200 million a year.

For the near term, the newly-acquired TE Connectivity Broadband Network Solutions (BNS) businesses will be operated as one of CommScope's business segments, alongside of the existing CommScope segments of Wireless, Enterprise and Broadband. David Redfern will continue in his current role as leader of the BNS team, reporting to CommScope Chief Operating Officer Randy Crenshaw.

"I welcome our new team members from TE Connectivity and look forward to continuing to work closely with all employees at CommScope to ensure we continue to deliver superior technology, solutions and services to our customers and partners," Edwards said.

The closing of the transaction follows the consummation of contemplated financing, regulatory approvals and other customary closing conditions.

Advisors

Allen & Company LLC, J.P. Morgan Securities LLC, BofA Merrill Lynch, Wells Fargo Securities and Deutsche Bank are serving as financial advisors to CommScope. Alston & Bird LLP, Latham & Watkins LLP, Baker & McKenzie and Jones Day are serving as legal advisors to CommScope.

About CommScope

CommScope (NASDAQ: COMM) helps companies around the world design, build and manage their wired and wireless networks. Our network infrastructure solutions help customers increase bandwidth; maximize existing capacity; improve network performance and availability; increase energy efficiency; and simplify technology migration. You will find our solutions in the largest buildings, venues and outdoor spaces; in data centers and buildings of all shapes, sizes and complexity; at wireless cell sites and in cable headends; and in airports, trains, and tunnels. Vital networks around the world run on CommScope solutions.

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Forward Looking Statements

This communication contains forward-looking statements (including within the meaning of the Private Securities Litigation Reform Act of 1995) concerning CommScope, the acquisition by CommScope of the Telecom, Enterprise and Wireless businesses of TE Connectivity (the “BNS Business”) and other matters. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of CommScope as well as assumptions made by, and information currently available to, such management.

Forward-looking statements may be accompanied by words such as “aim,” “anticipate,” “believe,” “plan,” “could,” “would,” “should,” “estimate,” “expect,” “forecast,” “future,” “guidance,” “intend,” “may,” “will,” “possible,” “potential,” “predict,” “project” or similar words, phrases or expressions. These forward-looking statements are subject to various risks and uncertainties, many of which are outside the control of CommScope.

Therefore, you should not place undue reliance on such statements. Factors that could cause actual results to differ materially from those in the forward-looking statements include the risk that the BNS Business will not be integrated successfully into CommScope or that CommScope will not realize estimated cost savings, synergies and growth or that such benefits may take longer to realize than expected; failure by CommScope to realize anticipated benefits of the acquisition; risks relating to unanticipated costs of integration; risks from relying on TE Connectivity for various critical transaction services for an extended period; reductions in customer spending and/or a slowdown in customer payments; failure to manage potential conflicts of interest between or among customers; unanticipated changes relating to competitive factors in the telecommunications industry; ability to hire and retain key personnel; the potential impact of consummation of the acquisition on relationships with third parties, including customers, employees and competitors; ability to attract new customers and retain existing customers in the manner anticipated; changes in legislation or governmental regulations affecting CommScope and the BNS Business; international, national or local economic, social or political conditions that could adversely affect CommScope, the BNS Business or their customers; risks associated with assumptions made in connection with the critical accounting estimates, including segment presentation, and legal proceedings of CommScope and/or the BNS Business; and the international operations of CommScope and/or the BNS Business, which are subject to the risks of currency fluctuations and foreign exchange controls. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that affect the businesses of CommScope and/or the BNS Business, including those described in each of CommScope’s and TE Connectivity’s Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other documents filed from time to time with the Securities and Exchange Commission. Except as required under applicable law, the parties do not assume any obligation to update these forward-looking statements.

Source: CommScope