
**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) December 3, 2013

COMMSCOPE HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36146
(Commission
File Number)

27-4332098
(IRS Employer
Identification No.)

1100 CommScope Place, SE, Hickory, North Carolina
(Address of principal executive offices)

28602
(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 (see General Instruction A.2. below):

- 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 1.01 Entry Into a Material Definitive Agreement.

On December 3, 2013, CommScope Holding Company, Inc. (the "Company") entered into that certain Amendment No. 3 ("Amendment No. 3") to the Credit Agreement, dated as of January 14, 2011.

Amendment No. 3 refinanced \$875.0 million of term loan debt due in 2018 into two tranches, Tranche 3, in an amount of \$350.0 million with a maturity of January 21, 2017 and Tranche 4, in an amount of \$525.0 million with a maturity date of January 14, 2018. The interest rate margin applicable to such refinanced loans is, at the Company's option, either (1) the base rate (which is the highest of the then current Federal Funds rate plus 0.5%, the prime rate most recently announced by JPMorgan Chase Bank, N.A., the administrative agent under the Credit Agreement, and the one-month Eurodollar rate (taking into account the Eurodollar rate floor, if any, plus 1.0%)) plus a margin of 1.50% or (2) one-, two-, three- or six-month LIBOR or, if available from all lenders, nine- or twelve-month LIBOR (selected at the Company's option) plus a margin of 2.50%. The amendment also eliminates the 1.0% LIBOR floor with respect to Tranche 3 and reduces it to 0.75% with respect to Tranche 4. The term loan debt previously had a margin of 1.75% for base rate borrowings and 2.75% for LIBOR borrowings.

In connection with the refinancing, the Company also (1) repaid \$100.0 million in principal amount of term loan debt using existing liquidity and (2) increased the maximum amount of loans that can be incurred under the incremental portion of the Credit Agreement by adjusting the Consolidated Senior Secured Debt Ratio that must be maintained after giving effect to such incremental loans from 2.25 to 1.00 to 2.75 to 1.00.

This summary of Amendment No. 3 does not purport to be complete and is subject to, and qualified in its entirety by, the full text of Amendment No. 3, 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.

**Exhibit
Number****Description**

10.1	Amendment No. 3, dated as of December 3, 2013, to the Credit Agreement, dated as of January 14, 2011, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., as Holdings, the several banks and other financial institutions or entities from time to time parties thereto as Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and the other agents and arrangers party thereto.
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SIGNATURES

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: December 3, 2013

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

**Exhibit
Number**

Description

10.1 Amendment No. 3, dated as of December 3, 2013, to the Credit Agreement, dated as of January 14, 2011, among CommScope, Inc., as Borrower, CommScope Holding Company, Inc., as Holdings, the several banks and other financial institutions or entities from time to time parties thereto as Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and the other agents and arrangers party thereto.

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT, dated as of December 3, 2013 (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, J.P. Morgan Securities LLC, as sole arranger and sole book-runner (the "Arranger") and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Borrower, the Guarantors listed on the signature pages thereto, the several lenders from time to time party thereto (the "Original Lenders"), J.P. Morgan Securities LLC, as Arranger and Sole Bookrunner, 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 by the amendment agreement dated as of March 8, 2013 (the "Original Credit Agreement"), pursuant to which the Original Lenders made certain loans and other extensions of credit to Borrower;

WHEREAS, the Obligations (as defined in the Original Credit Agreement, hereinafter the "Original Obligations") of Borrower and the other Loan Parties under the Original Credit Agreement and the other Loan Documents (as defined in the Original Credit Agreement, hereinafter the "Loan Documents") are secured by certain collateral (hereinafter the "Original Collateral") and are guaranteed or otherwise benefited by the Loan Documents;

WHEREAS, the parties hereto wish to amend and restate the Original Credit Agreement in its entirety to effect the amendments described therein and to create the Tranche 3 Term Loans and Tranche 4 Term Loans (each, as defined below) having identical terms with, having the same rights and obligations under the Loan Documents as and in the same aggregate principal amount as, the Tranche 2 Term Loans (as defined in the Original Credit Agreement) outstanding immediately prior to the date hereof (the "Original Term Loans") except as such terms are amended in the Amended and Restated Credit Agreement (as defined below);

WHEREAS, in connection with and immediately prior to entering into this Agreement, the Borrower expects to voluntarily prepay (the "Prepayment") \$100,000,000 of existing Original Term Loans (defined below);

WHEREAS, each Original Lender who so consents pursuant to the execution and delivery of this Agreement shall be deemed, upon effectiveness of this Agreement, to have converted all of its Original Term Loans into Tranche 3 Term Loans and Tranche 4 Term Loans, allocated among the two tranches on a pro rata basis (or such other basis as determined by the Arranger), in the same aggregate principal amount as such Original Lender's Original Term Loans (which Original Term Loans shall thereafter be deemed terminated) after giving effect to the Prepayment, and such Original Lender shall thereafter become a Tranche 3 Lender and a Tranche 4 Lender under the Amended and Restated Credit Agreement;

WHEREAS, each Person who executes and delivers this Agreement as an Additional Tranche 3 Lender and/or Additional Tranche 4 Lender will make Tranche 3 Term Loans and/or Tranche 4 Term Loans, as applicable, under the Amended and Restated Credit Agreement on the effective date of this Agreement to Borrower, the proceeds of which will be used by Borrower to repay in full the outstanding principal amount of Original Term Loans (after giving effect to the Prepayment) of Non-Converting Original Lenders (as defined below);

WHEREAS, Borrower shall pay to each Original Lender all accrued and unpaid interest on its Original Term Loans to, but not including, the date of effectiveness of this Agreement on such date of effectiveness;

WHEREAS, the parties hereto intend that (a) the Original Obligations that remain unpaid and outstanding as of the Amendment and Restatement Date (as defined below) shall continue to exist under the Amended and Restated Credit Agreement on the terms set forth therein and (b) the Original Collateral and the Loan Documents shall continue (in accordance with their terms) to secure, guarantee, support and otherwise benefit, as applicable, the Original Obligations (other than, for the avoidance of doubt, the Original Term Loans which are deemed replaced by the Tranche 3 Term Loans and Tranche 4 Term Loans) as well as the other Obligations of Borrower and the other Loan Parties under the Amended and Restated Credit Agreement (including, without limitation, Obligations in respect of the Tranche 3 Term Loans and Tranche 4 Term Loans) and the other Loan Documents;

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. (a) Certain Definitions. The following terms when used in this Agreement shall have the following meanings (such meanings to be equally applicable to the singular and plural form thereof):

“Additional Tranche 3 Lender” means a Person with an Additional Tranche 3 Term Loan Commitment to make Tranche 3 Term Loans to Borrower on the Amendment and Restatement Date. For the avoidance of doubt, an Additional Tranche 3 Lender may be an Original Lender.

“Additional Tranche 3 Term Loan Commitment” means, with respect to an Additional Tranche 3 Lender, the commitment of such Additional Tranche 3 Lender to make Tranche 3 Term Loans on the Amendment and Restatement Date, in the amount set forth on the signature page to this Agreement of such Additional Tranche 3 Lender or as otherwise indicated in writing to the Administrative Agent. The aggregate amount of the Additional Tranche 3 Term Loan Commitments and Additional Tranche 4 Term Loan Commitments shall equal the outstanding principal amount of Original Term Loans of Non-Converting Original Lenders.

“Additional Tranche 4 Term Loan Commitment” means, with respect to an Additional Tranche 4 Lender, the commitment of such Additional Tranche 4 Lender to make Tranche 4 Term Loans on the Amendment and Restatement Date, in the amount set forth on the signature page to this Agreement of such Additional Tranche 4 Lender or as otherwise indicated in writing to the Administrative Agent. The aggregate amount of the Additional Tranche 4 Term Loan Commitments and Additional Tranche 3 Term Loan Commitments shall equal the outstanding principal amount of Original Term Loans of Non-Converting Original Lenders.

“Additional Tranche 4 Lender” means a Person with an Additional Tranche 4 Term Loan Commitment to make Tranche 4 Term Loans to Borrower on the Amendment and Restatement Date. For the avoidance of doubt, an Additional Tranche 4 Lender may be an Original Lender.

“Administrative Agent” is defined in the preamble.

“Agreement” is defined in the preamble.

“Amended and Restated Credit Agreement” is defined in Section 3 hereof.

“Amendment and Restatement Date” is defined in Section 4 hereof.

“Arranger” is defined in the preamble.

“Borrower” is defined in the preamble.

“Guarantors” is defined in the preamble.

“Holdings” is defined in the preamble.

“Lenders” is defined in the preamble.

“Loan Documents” is defined in the recitals hereto.

“Mortgage Amendment” is defined in Section 12 hereof.

“Non-Converting Original Lender” means (i) each Original Lender that has not executed and delivered a counterpart of this Agreement on or prior to the Amendment and Restatement Date and (ii) each Original Lender that has executed and delivered a counterpart of this Agreement on or prior to the Amendment and Restatement Date and marked the box titled “Post-Closing Settlement Option” in its signature page hereto.

“Original Collateral” is defined in the recitals hereto.

“Original Credit Agreement” is defined in the recitals hereto.

“Original Lenders” is defined in the recitals hereto.

“Original Obligations” is defined in the recitals hereto.

“Original Term Loans” is defined in the recitals hereto.

“Subsidiary Guarantors” is defined in the preamble.

“Tranche 3 Lender” means, collectively, (i) each Original Lender that agrees to convert Original Term Loans into Tranche 3 Term Loans in an amount based on a pro rata allocation among the Tranche 3 Term Loans and Tranche 4 Term Loans (or such other basis as determined by the Arranger) pursuant to the execution and delivery of this Agreement on or prior to the Amendment and Restatement Date and (ii) each Additional Tranche 3 Lender.

“Tranche 3 Term Loan” means a Loan made pursuant to Section 2.01(a) of the Amended and Restated Credit Agreement on the Amendment and Restatement Date.

“Tranche 3 Term Loan Commitment” means, with respect to an Original Lender, the agreement of such Original Lender to convert Original Term Loans into an equal aggregate principal amount of Tranche 3 Term Loans, such amount based on a pro rata allocation among the Tranche 3 Term Loans and Tranche 4 Term Loans (or such other basis as determined by the Arranger), on the Amendment and Restatement Date under the Amended and Restated Credit Agreement, as evidenced by such

Original Lender executing and delivering this Agreement and marking the box titled "Cash Settlement Option" on the signature page hereto. Such Original Lender's Tranche 3 Term Loan Commitments, together with its Tranche 4 Term Loan Commitment, shall not exceed 100% of the aggregate principal amount of such Original Lender's existing Original Term Loans.

"Tranche 4 Lender" means, collectively, (i) each Original Lender that agrees to convert Original Term Loans into Tranche 4 Term Loans in an amount based on a pro rata allocation among the Tranche 4 Term Loans and Tranche 3 Term Loans (or such other basis as determined by the Arranger) pursuant to the execution and delivery of this Agreement on or prior to the Amendment and Restatement Date and (ii) each Additional Tranche 4 Lender.

"Tranche 4 Term Loan" means a Loan made pursuant to Section 2.01(b) of the Amended and Restated Credit Agreement on the Amendment and Restatement Date.

"Tranche 4 Term Loan Commitment" means, with respect to an Original Lender, the agreement of such Original Lender to convert Original Term Loans into an equal aggregate principal amount of Tranche 4 Term Loans, such amount based on a pro rata allocation among the Tranche 3 Term Loans and Tranche 4 Term Loans (or such other basis as determined by the Arranger), on the Amendment and Restatement Date under the Amended and Restated Credit Agreement, as evidenced by such Original Lender executing and delivering this Agreement and marking the box titled "Cash Settlement Option" on the signature page hereto. Such Original Lender's Tranche 4 Term Loan Commitments, together with its Tranche 3 Term Loan Commitment, shall not exceed 100% of the aggregate principal amount of such Original Lender's existing Original Term Loans.

(b) Other Definitions. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Amended and Restated Credit Agreement shall have such meanings when used in this Agreement.

SECTION 2. Conversion of Original Term Loans

(a) Subject to and upon the terms and conditions herein and of the Amended and Restated Credit Agreement, each Original Lender with a Tranche 3 Term Loan Commitment severally agrees to convert Original Term Loans in an aggregate principal amount of such Original Lender's Tranche 3 Term Loan Commitment into a like outstanding principal amount of Tranche 3 Term Loans on the Amendment and Restatement Date.

(b) Subject to and upon the terms and conditions herein and of the Amended and Restated Credit Agreement, each Original Lender with a Tranche 4 Term Loan Commitment severally agrees to convert Original Term Loans in an aggregate principal amount of such Original Lender's Tranche 4 Term Loan Commitment into a like outstanding principal amount of Tranche 4 Term Loans on the Amendment and Restatement Date.

(c) Subject to and upon the terms and conditions herein and of the Amended and Restated Credit Agreement, each (i) Additional Tranche 3 Lender severally agrees to make Tranche 3 Term Loans to Borrower on the Amendment and Restatement Date in a principal amount not to exceed its Additional Tranche 3 Term Loan Commitment and (ii) Additional Tranche 4 Lender severally agrees to make Tranche 4 Term Loans to Borrower on the Amendment and Restatement Date in a principal amount not to exceed its Additional Tranche 4 Term Loan Commitment on the Amendment and Restatement Date. Borrower shall prepay on the Amendment and Restatement Date all Original Term Loans of Non-Converting Original Lenders with the gross proceeds of such Tranche 3 Term Loans and Tranche 4 Term Loans.

(d) Borrower shall pay all accrued and unpaid interest on the Original Term Loans to the Original Lenders to, but not including, the date of repayment thereof, such payment to be made on such date of repayment and, solely in the case of Non-Converting Original Lenders, shall include any breakage loss or expense under Section 3.05 of the Original Credit Agreement. The Amendment and Restatement Date shall be deemed the first day of a new Interest Period under the Amended and Restated Credit Agreement with respect to the Tranche 3 Term Loans and Tranche 4 Term Loans made on the Amendment and Restatement Date.

(e) For avoidance of doubt, holders of the Tranche 3 Term Loans and Tranche 4 Term Loans shall be entitled to the same guarantees and security interests pursuant to the Loan Documents from and after the Amendment and Restatement Date as the benefits to which the holders of Original Term Loans had been entitled immediately prior to the Amendment and Restatement Date.

(f) Borrower hereby consents to each Additional Tranche 3 Lender and Additional Tranche 4 Lender signatory hereto that is not also an Original Lender becoming a Lender under the Amended and Restated Credit Agreement.

(g) The Administrative Agent and the Lenders party hereto hereby waive the prepayment notice requirements set forth in Section 2.05(a) (i) of the Original Credit Agreement with respect to the prepayment of Original Term Loans on the Amendment and Restatement Date.

SECTION 3. Amendment and Restatement of Original Credit Agreement

On the Amendment and Restatement Date, the Original Credit Agreement shall be, and is hereby, amended and restated in its entirety as set forth in Annex I hereto (as set forth in such Annex I, the "Amended and Restated Credit Agreement"), and as so amended and restated is hereby ratified, approved and confirmed in each and every respect by all parties hereto. The rights and obligations of the parties to the Original Credit Agreement with respect to the period prior to the Amendment and Restatement Date shall not be affected by such amendment and restatement.

SECTION 4. Conditions Precedent to the Effectiveness of this Amendment

This Agreement shall become effective as of the date first written above (the "Amendment and Restatement Date"), and the obligations of the Lenders under the Amended and Restated Credit Agreement shall be subject to, satisfaction or waiver of each of the conditions precedent set forth in this Section 4 hereof.

(a) Executed Counterparts. The Administrative Agent shall have received this Agreement, duly executed by (A) each Original Lender, or in lieu of one or more Original Lenders, one or more Additional Tranche 3 Lenders and Additional Tranche 4 Lenders, and (B) each of the other parties hereto.

(b) Interest. Borrower shall have paid in cash, simultaneously with the making of and/or conversion into Tranche 3 Term Loans and Tranche 4 Term Loans, to all Original Lenders all accrued and unpaid interest on the Original Term Loans, in each case, to, but not including, the Amendment and Restatement Date.

(c) 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 of each Loan Party authorizing (a) the execution, delivery and performance of this Agreement and the Amended and Restated Credit Agreement (and any agreements relating thereto) and (b) in the case of Borrower, the extensions of credit contemplated hereunder and under the Amended and Restated Credit Agreement.

(d) No Default or Event of Default. After giving effect to this Agreement, no Default or Event of Default shall have occurred and be continuing, either on the date hereof under the Original Credit Agreement or on the Amendment and Restatement Date under the Amended and Restated Credit Agreement.

(e) 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 and (ii) an officer's certificate of Borrower, dated the Amendment and Restatement Date, confirming compliance with the conditions set forth in this Section 4.

(f) 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.

(g) Promissory Notes. Each Tranche 3 Lender and Tranche 4 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-1 or B-2, as applicable, to the Amended and Restated Credit Agreement evidencing its Tranche 3 Term Loans and Tranche 4 Term Loans.

(h) Representations and Warranties. On the Amendment and Restatement Date, the representations and warranties made by Borrower in Section 5 hereof, as they relate to the Loan Parties at such time (except to the extent such representations and warranties refer to an earlier date), shall be true and correct in all material respects.

(i) Amended and Restated Credit Agreement. All other conditions precedent set forth in subsection 4.01 of the Amended and Restated Credit Agreement shall be satisfied or waived.

(j) Fees. The Arranger shall have received the fees required to be paid on the Amendment and Restatement Date, including those set forth in the Engagement Letter, dated November 20, 2013, by and among the Borrower and the Arranger, and all expenses (including the reasonable fees, disbursements and other charges of Cahill Gordon & Reindel LLP, counsel for the Arranger) for which invoices have been presented on or prior to the Amendment and Restatement Date.

(k) Term Loan Prepayment. The Administrative Agent shall have received \$100,000,000 from the Borrower for the purpose of prepaying Original Term Loans.

(l) 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. If any portion of 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 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.

SECTION 5. Representations and Warranties

(a) On and as of the Amendment and Restatement Date, after giving effect to this Agreement, Borrower hereby represents and warrants to the Administrative Agent and each Lender that this Agreement has been duly authorized, executed and delivered by Borrower and each Guarantor and constitutes the legal, valid and binding obligations of Borrower and each Guarantor enforceable against Borrower and each Guarantor in accordance with its terms and the Amended and Restated Credit Agreement and constitutes the legal, valid and binding obligation of Borrower and each Guarantor enforceable against Borrower and each Guarantor in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(b) On the Amendment and Restatement Date, the Loan Parties, together with their Restricted Subsidiaries on a consolidated basis, are Solvent.

SECTION 6. No Other Amendments; References to the Credit Agreement

Other than as specifically provided herein or in the Amended and Restated 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 Amendment and Restatement Date be deemed to refer to the Amended and Restated Credit Agreement, and, as used in the Amended and Restated Credit Agreement, the terms "Agreement," "herein," "hereafter," "hereunder," "hereto" and words of similar import shall mean, from and after the Amendment and Restatement Date, the Amended and Restated Credit Agreement.

SECTION 7. 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 8. 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 9. 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 10. 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 11. Loan Party Acknowledgments

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

(b) Each Loan Party hereby reaffirms, as of the Amendment and Restatement 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 Guarantee and its grant of Liens on the Collateral to secure the Obligations.

(c) Each Loan Party hereby certifies that, as of the date hereof (both before and after giving effect to the occurrence of the Amendment and Restatement Date and the effectiveness of the Amended and Restated Credit Agreement), the representations and warranties made by it contained in the Loan Documents to which it is a party are true and correct in all material respects with the same effect as if made on the date hereof, except to the extent any such representation or warranty refers or pertains solely to a date prior to the date hereof (in which case such representation and warranty was true and correct in all material respects as of such earlier date).

(d) Each Loan Party further confirms that each Loan Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

(e) Each Loan Party hereby acknowledges and agrees that the acceptance by the Administrative Agents, 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 12. 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 Amendment and Restatement Date, 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 each 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 datedown 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/ Mark A. Olson

Name: Mark A. Olson

Title: Executive Vice President

COMMSCOPE HOLDING COMPANY, INC.

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President, General Counsel and Secretary

Signature Page to Amendment Agreement

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

By: /s/ Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Senior Vice President

Signature Page to Amendment Agreement

J.P. MORGAN SECURITIES LLC,
as Arranger and Sole Book Runner

By: /s/ Varun Rastogi

Name: Varun Rastogi

Title: Vice President

Signature Page to Amendment Agreement

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

By: /s/ Robert D. Bryant
Name: Robert D. Bryant
Title: Vice President

Signature Page to Amendment Agreement

The undersigned Tranche 2 Lender hereby irrevocably and unconditionally approves the Amendment and consents as follows (check ONE option):

Cashless Settlement Option

- to convert 100% of the outstanding principal amount of the existing Tranche 2 Term Loan held by such Lender (after giving effect to the Prepayment) into Tranche 3 Term Loans and Tranche 4 Term Loans on a pro rata basis (or such other basis as determined by the Arranger).

Post-Closing Settlement Option

- to have its existing Tranche 2 Term Loans repaid on the Amendment and Restatement Date and purchase by assignment (a) \$ _____ aggregate principal amount of the Tranche 3 Term Loans from the Additional Tranche 3 Lender and/or (b) \$ _____ aggregate principal amount of the Tranche 4 Term Loans from the Additional Tranche 4 Lender, it being understood that the final amounts of such allocation, if any, will be determined in the sole discretion of the Arranger. The sum of amounts in this selection cannot exceed the aggregate principal amount of your Original Term Loans as of the date hereof. The Arranger will adjust all amounts ratably to take account of the Prepayment.

_____,
as a Tranche 3 Lender (type name of the legal entity)

By: _____
Name:
Title:

[If a second signature is necessary:

By: _____
Name:
Title:]

_____,
as a Tranche 4 Lender (type name of the legal entity)

By: _____
Name:
Title:

[If a second signature is necessary:

By: _____

Name:

Title:]

Additional Tranche 3 Term Loan
Commitment: \$

_____,
as an Additional Tranche 3 Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

Additional Tranche 4 Term Loan
Commitment: \$

_____,
as an Additional Tranche 4 Lender

By: _____
Name:
Title:

By: _____
Name:
Title: