
**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): September 29, 2020

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 28602
(Address of principal executive offices)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	COMM	The NASDAQ Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 1, 2020, CommScope Holding Company, Inc. (the “Company”) announced that the Board of Directors of the Company met and appointed Charles “Chuck” Treadway as the new President and Chief Executive Officer of the Company and as a member of the Company’s Board of Directors, effective October 1, 2020, replacing Marvin S. Edwards, Jr. The Company’s leadership transition is the result of the Board of Directors’ ongoing succession planning efforts. A copy of the press release announcing these changes is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Mr. Edwards will receive the severance and benefits that he is entitled to receive pursuant to Section 6(e) of his employment agreement with CommScope, Inc., a subsidiary of the Company (“CommScope”), dated January 14, 2011, as amended on September 12, 2013, as a result of the termination of his employment with CommScope pursuant to Section 6(b) thereof (termination without cause), contingent upon his execution of a release of claims and his compliance with the restrictive covenants in his employment agreement. Mr. Edwards’ employment agreement was previously filed as Exhibit 10.20 of Amendment No. 2 to the Company’s Registration Statement on Form S-1 (File No. 333-190354), filed with the Securities and Exchange Commission (“SEC”) on September 12, 2013. In addition, pursuant to the terms and conditions of the award agreements memorializing his equity awards, a portion of Mr. Edwards’ outstanding stock options will vest upon his separation or will remain eligible to vest based on the Company’s performance in fiscal year 2020. A description of Mr. Edwards’ employment agreement and payments upon termination of his employment with CommScope is also included in the Company’s Definitive Proxy Statement for the 2020 Annual Meeting of Shareholders, filed with the SEC on March 24, 2020.

Mr. Treadway, age 54, most recently served as an Operating Executive with The Carlyle Group LP from July 2020 to September 2020. Prior to that, he served as Chief Executive Officer of Accudyne Industries (a global provider of precision-engineered, process-critical and technologically advanced pumps and flow control equipment, systems and high efficiency industrial compressors) from 2016 to 2020. Prior to joining Accudyne Industries, Mr. Treadway held various leadership positions at Thomas & Betts Corporation (a global leader in the design, manufacture and marketing of essential components used to manage the connection, distribution, transmission and reliability of electrical power in industrial, construction and utility applications), including President and Chief Executive Officer from 2012 to 2016, President and Chief Operating Officer from 2011 to 2012 and Group President of Electrical from 2009 to 2011. He previously served in several management and executive positions at Schneider Electric S.A., Prettl International, Inc. and Yale Security, Inc. Mr. Treadway earned his Bachelor and Master of Science degrees in electrical engineering from the University of Louisiana-Lafayette and Clemson University, respectively, and a M.B.A. from Harvard Business School. There are no family relationships between Mr. Treadway and any director or other officer of the Company or any related party transactions involving Mr. Treadway.

In connection with his appointment as President and Chief Executive Officer, Mr. Treadway entered into an employment agreement with CommScope, pursuant to which he will receive an annual base salary at the rate of \$1,100,000 per year, and will be eligible to earn an annual bonus with a target amount equal to 150% of his base salary, subject to achievement of performance goals established by the Compensation Committee of the Company’s Board of Directors. The term of the employment agreement expires on the third anniversary of the effective date of his employment with CommScope, with automatic one-year renewals unless either party provides 60-day notice of non-renewal. Pursuant to his employment agreement, if CommScope terminates Mr. Treadway’s employment without “cause” or Mr. Treadway resigns for “good reason” (as such terms are defined in the employment agreement), then Mr. Treadway will receive (i) severance equal to two times the sum of his base salary plus his target annual bonus, payable over a 24-month period (or in a lump sum if such termination occurs within two years following a “change in control” of the Company); (ii) a pro rata cash bonus for the year of termination, based on actual applicable performance results; and (iii) payments equal to COBRA premiums for 24 months. The employment agreement contains customary covenants regarding confidential information and work product, as well as covenants regarding non-competition and the non-solicitation of customers and employees that apply for two years following termination of employment. In connection with his commencement of employment, Mr. Treadway will receive a grant of 500,000 restricted stock units, which will vest in equal annual installments on the first three anniversaries of the grant date subject to his continued service with the Company, and a grant of 1,100,000 performance share units that may be earned based upon the achievement of certain hurdles relating to the Company’s stock price ranging from a low of \$15 to a high of \$40, and his continued service with the Company,

over a four-year period. These equity awards will be issued as inducement grants outside of the Company's Amended and Restated 2019 Long-Term Incentive Plan. Mr. Treadway will not be eligible to receive any other equity award until the fiscal year 2022, and any grants after such time will be subject to the discretion of the Company's Board of Directors or a committee thereof. Mr. Treadway will be eligible to participate in the Company's Annual Incentive Plan, with a prorated bonus for fiscal year 2020. The foregoing description of Mr. Treadway's employment agreement is only a summary and is qualified in its entirety by reference to the full text of the employment agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference. The form award certificate for Mr. Treadway's restricted stock unit and performance share unit awards are attached hereto as Exhibits 10.2 and 10.3, respectively, and are incorporated herein by reference.

Mr. Treadway will enter into the Company's standard indemnification agreement, the form of which was previously filed as Exhibit 10.22 of Amendment No. 2 to the Company's Registration Statement on Form S-1 (File No. 333-190354), filed with the SEC on September 12, 2013.

On October 1, 2020, the Company also announced that Frank Drendel, the Company's founder and current Chairman, has been named Chairman Emeritus and will remain a member of the Company's Board of Directors. Mr. Drendel has decided to end his tenure as an active employee of the Company effective on October 1, 2020. Mr. Drendel is succeeded as employee Chairman by Claudius E. "Bud" Watts IV, who presently serves on the Company's Board of Directors.

Mr. Drendel will receive the severance and benefits that he is entitled to receive pursuant to Section 6(d) of his employment agreement with CommScope, dated January 14, 2011, as amended on September 12, 2013, as a result of the termination of his employment with CommScope, contingent upon his execution of a release of claims and his compliance with the restrictive covenants in his employment agreement. Mr. Drendel's employment agreement was previously filed as Exhibit 10.18 of Amendment No. 2 to the Company's Registration Statement on Form S-1 (File No. 333-190354), filed with the SEC on September 12, 2013. In addition, pursuant to the terms and conditions of the award agreements memorializing his equity awards, Mr. Drendel's outstanding stock options, restricted stock units, and performance share units will continue to vest while he remains in service with the Company as a member of its Board of Directors. A description of Mr. Drendel's employment agreement and payments upon termination of his employment with CommScope is also included in the Company's Definitive Proxy Statement for the 2020 Annual Meeting of Shareholders, filed with the SEC on March 24, 2020.

The Company and Mr. Drendel have agreed that Mr. Drendel will not receive the initial equity award normally granted to non-employee directors under the Company's Non-Employee Director Compensation Plan but will be eligible to receive a pro rata cash retainer for his service as a non-employee director for the remainder of the present board year. Mr. Drendel will be eligible to participate fully in the Non-Employee Director Compensation Plan as a non-employee director for his service on the Company's board, including the annual equity award thereunder, starting with the Company's 2021 annual meeting, provided that he continues to serve as a director of the Company.

In connection with his appointment as employee Chairman, Mr. Watts entered into an employment agreement with CommScope effective October 1, 2020, pursuant to which he will receive an annual base salary at the rate of \$600,000 per year but will not be eligible to participate in the Company's annual bonus plan. The term of the employment agreement expires on the first anniversary of the effective date of his employment with CommScope, with automatic one-year renewals unless either party provides 60-day notice of non-renewal. Pursuant to his employment agreement, if CommScope terminates Mr. Watts' employment without "cause" or Mr. Watts resigns for "good reason" (as such terms are defined in the employment agreement), then Mr. Watts will receive (i) severance equal to his base salary, payable over a 12-month period (or severance equal to two times his base salary payable in a lump sum if such termination occurs within two years following a "change in control" of the Company); and (ii) payments equal to COBRA premiums for 24 months. The employment agreement contains customary covenants regarding confidential information and work product, as well as covenants regarding non-competition and the non-solicitation of customers and employees that apply for a period of one year following termination of employment. In connection with his commencement of employment, Mr. Watts will receive a grant of 100,000 restricted stock units, which will vest in equal annual installments on the first three anniversaries of the grant date subject to his continued service with the Company, and a grant of 220,000 performance shares that may be earned based upon the achievement of certain hurdles relating to the Company's stock price ranging from a low of \$15 to a high of \$40, and his continued service with the Company, over a four-year period. These equity awards

will be issued pursuant to the Company's Amended and Restated 2019 Long-Term Incentive Plan. Mr. Watts will not be eligible to receive any other equity award until the fiscal year 2022, and any grants after such time will be subject to the discretion of the Company's Board of Directors or a committee thereof. The foregoing description of the employment agreement is only a summary and is qualified in its entirety by reference to the full text of the employment agreement, which is attached hereto as Exhibit 10.4 and incorporated herein by reference. The form award certificate for Mr. Watts' restricted stock unit and performance share unit awards are attached hereto as Exhibits 10.2 and 10.3, respectively, and are incorporated herein by reference.

Since Mr. Watts will no longer qualify as an independent director under the applicable SEC and Nasdaq rules, effective as of October 1, 2020, he resigned as a member of the Compensation and Nominating and Corporate Governance Committees of the Board of Directors and as the Lead Independent Director. As a result, the Company announced that the independent members of the Board have elected Timothy T. Yates as the new Lead Independent Director.

Item 9.01. Financial Statements and Exhibits.

<u>Exhibit.</u>	<u>Description.</u>
10.1	Employment Agreement, dated October 1, 2020, by and between Charles L. Treadway and CommScope, Inc.
10.2	Form of Restricted Stock Unit Award Certificate.
10.3	Form of Performance Share Unit Award Certificate.
10.4	Employment Agreement, dated October 1, 2020, by and between Claudius E. Watts IV and CommScope, Inc.
99.1	Press release, dated October 1, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: October 1, 2020

COMMSCOPE HOLDING COMPANY, INC.

By: /s/ Frank B. Wyatt, II

Frank B. Wyatt, II

Senior Vice President,

Chief Legal Officer and Secretary

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of October 1, 2020 (the "Effective Date") by and between Charles L. Treadway ("Employee") and CommScope, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, the Company desires to employ Employee in the capacity hereinafter stated, and Employee desires to be in the employ of the Company in such capacity for the period and on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, and the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties 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. This Agreement shall be effective as of the Effective Date and shall terminate on the third anniversary thereof, unless earlier terminated as provided in Section 6 (the "Initial Term"). Upon the expiration of the Initial Term or any Renewal Term (as defined below), Employee's Employment shall be automatically renewed for an additional one-year period (each such one-year period being a "Renewal Term"), unless the Company or Employee has given written notice to the other of its intent not to renew this Agreement (a "Non-Renewal Notice") at least 60 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect unless modified in accordance with this Agreement.

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 report directly to the Board of Directors of the Company (the "Board") or the Board of CommScope Holding Company, Inc. ("Parent"), as the context requires. In addition, Employee may be asked from time to time to serve as a director or officer of one or more of the Company's or Parent's current or future direct and indirect subsidiaries, and Executive shall serve in such capacities without further compensation. Employee agrees to comply with all applicable laws and the Company's policies and procedures as may be adopted and changed from time to time and that are provided to Employee, including those described in the Company's employee handbook, provided that if this Agreement conflicts with such policies or procedures, this Agreement will control. 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 (collectively, the "Company Group") 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, with the prior approval of Parent's Board, from serving on the board of directors of other companies, provided such service does not impair Employee's ability to fulfill Employee's duties and responsibilities under this Agreement.

(c) During the Employment, Employee shall be expected to perform his duties in both Hickory, North Carolina, and the Dallas, Texas metropolitan area, subject to required travel.

4. Compensation.

(a) During the Employment, the Company shall pay Employee a salary at the annual rate of \$1,100,000 (the "Base Salary"). Such Base Salary may be increased at any time by the Board of Directors of Parent or a committee thereof. The Base Salary shall be subject to withholding under applicable law, shall be prorated for partial years and shall be payable in semi-monthly or biweekly installments in accordance with the Company's usual practice as in effect from time to time. The Base Salary shall be reviewed by the Parent Board or a committee thereof on an annual basis and may be increased at any time by the Parent Board or a committee thereof in its sole and absolute discretion.

(b) During the Employment, Employee shall be eligible to earn an annual bonus (the "Annual Bonus") pursuant to the CommScope Holding Company, Inc. Annual Incentive Plan (as such plan may be amended and modified, the "AIP"), targeted to be an amount equal to 150% of Base Salary at target performance (the "Target Bonus"), with opportunities above and below such amount based on a range of performance goals established by the Parent Board or a committee thereof. The Annual Bonus, if any, shall be paid by the Company on or before the date that is thirty (30) days after the date of the receipt by the Company of completed financial statements for such fiscal year, but in no event shall the payment of the Annual Bonus for a given fiscal year be made prior to January 1 of the immediately succeeding fiscal year or later than March 15 of the immediately succeeding fiscal year. Employee shall be eligible to receive a prorated Annual Bonus with respect to fiscal year 2020.

(c) Following the Effective Date, Parent will issue Employee 500,000 restricted stock units that vest in equal installments on the first three anniversaries of the grant date, subject to Employee's continued employment with the Company. In addition, following the Effective Date, Parent will issue to Employee an equity award pursuant to which up to 1,100,000 shares of Parent common stock ("Shares") may be earned, based upon the achievement of certain hurdles relating to Parent's stock price and Employee's continued employment with the Company over a four-year period. Such equity awards will be issued pursuant to the Parent's Long-Term Incentive Plan and will be memorialized in separate award certificates.

5. Benefits.

(a) During the Employment, Employee shall be entitled to participate in any and all benefit plans of general application to the executives of the Company, as may be in effect from time to time in the discretion of the Board (the "Benefit Plans"), including, by way of example only, medical, dental and life insurance plans and disability income plans, retirement arrangements and other employee benefits plans the Board deems appropriate; provided that Employee shall not be entitled to participate in any severance program or policy of the Company other than as specifically set forth herein. Such participation shall be subject to (i) the terms of the applicable Benefit 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.

(b) During the Employment, Employee shall be entitled to paid vacation annually in accordance with the Company's vacation policy, as in effect from time to time; provided that, such vacation entitlement shall not be less than four (4) weeks.

(c) The Company shall promptly reimburse Employee for all reasonable, documented business expenses incurred by Employee in connection with the business of the Company, in accordance with the Company's practices, as in effect from time to time, subject to Section 17(d) ("Expenses").

(d) 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 Group 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 Group, effective immediately upon written notice to Employee specifying in reasonable detail the grounds for termination for Cause (subject to any cure periods expressly provided for in this Section 6(a)). Only the following, as determined by the Board or the Parent Board, shall constitute "Cause" for such termination:

(i) Employee's indictment, conviction of or plea of guilty or nolo contendere to, or a judgment against Employee in any quasi-criminal judicial or administrative proceeding (including without limitation, any proceeding by a federal, state or local regulatory agency or body) with respect to, any crime constituting a felony, or a crime which involves Employee's moral turpitude, fraud, theft or embezzlement. For this purpose, a judgment shall include any consent decree, settlement, cease and desist order or similar conclusion to any quasi-criminal judicial or administrative proceeding;

(ii) Employee's commission of any other act of theft, dishonesty, fraud, or falsification of an employment record in connection with the performance of his duties as an employee or director of the Company Group;

(iii) Employee's refusal to perform his duties to the Company Group or to obey the lawful and reasonable directives of the Board and Parent's Board (so long as such lawful and reasonable directives are also consistent with Employee's duties, title and reporting order provided elsewhere this Agreement);

(iv) Employee's gross negligence, willful misconduct or willful malfeasance in connection with Employee's services to the Company Group;

(v) Employee's material violation of reasonable business standards, legal requirements or any written policy of the Company or Parent applicable to Employee that relate to equal employment opportunity, discrimination, harassment or retaliation or that customarily are punishable by termination of employment; or

(vi) Employee's material breach of this Agreement or any confidentiality or non-disclosure obligations under any other written agreement between Employee and any member of the Company Group.

Notwithstanding the foregoing, in the case of any conduct described in clauses (iii), (v) or (vi) of the immediately preceding sentence, if such conduct is reasonably susceptible of being cured, then Employee's termination shall be for "Cause" only if Employee fails to cure such conduct to the Board's reasonable satisfaction within ten (10) days after receiving written notice from Company describing such conduct in reasonable detail; provided that the conduct in clause (iii) may only be cured by Employee on two separate occasions, and no cure shall be applicable to such conduct thereafter.

(b) Termination by the Company Without Cause. The Employment may be terminated without Cause by the Company upon written notice to Employee, and upon any such termination and subject to Section 17, Employee shall be entitled to the payment of Termination Benefits (as defined below). 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 Initial Term or any Renewal Term following a decision by the Company not to extend the Term of Employment pursuant to Section 2 shall constitute a termination without Cause.

(c) Termination by Employee for Good Reason. The Employment may be terminated by Employee for Good Reason (as defined below), and upon any such termination and subject to Section 17, Employee shall be entitled to the payment of Termination Benefits, provided that Employee first delivers to the Company prior written notice, no later than sixty (60) days after the initial occurrence of any such event, of such intended termination, and provided further that the Company fails to cure any such events indicated in such notice (to the extent such cure is reasonably possible) within thirty (30) days from the date of such notice. If such event has not been cured within such 30-day period, the termination of Employment by Employee for Good Reason shall be effective as of a date chosen by Employee within the sixty (60) day period immediately following the expiration of the 30-day cure period. Only the following, without Employee's consent, shall constitute "Good Reason":

(i) a material reduction in the Base Salary or Target Bonus (which, for the avoidance of doubt, shall mean a 5% or greater reduction in the Base Salary or Target Bonus); provided that a reduction in Base Salary and/or Target Bonus that is made in connection with general reduction in the base salary and/or target bonus of all senior executives of the Company shall not be considered a reduction in Base Salary or Target Bonus giving rise to Good Reason;

(ii) any material diminution in Employee's title, authority, duties or responsibilities as Chief Executive Officer; provided that, the appointment of another person to the role of President shall not be considered a diminution of title, authority, duties or responsibilities giving rise to Good Reason;

(iii) any change in the reporting structure of Employee's position such that Employee is required to report, directly or indirectly, to a person other than the Board or Parent's Board; or

(iv) any material breach by the Company of this Agreement, including but not limited to a failure to require any successor of the Company to assume the obligations of the Company under this Agreement pursuant to Section 15.

(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 sixty (60) days prior to such termination. During the notice period, Employee shall diligently perform any assigned duties. The Company may make such resignation effective at any point during the notice period. Termination of Employment upon expiration of the Initial Term or any Renewal Term following a decision by Employee not to extend the Term of Employment pursuant to Section 2 shall constitute a termination 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; provided, however, (a) Employee shall be entitled to receive any earned but unpaid Base Salary through the date of termination, (b) Employee shall be entitled to receive any Expenses incurred and unpaid through the date of termination and (c) Employee's rights under the Benefit Plans shall be determined under the provisions of such Benefit Plans (the amounts and rights described in clauses (a) through (c), collectively, the "Accrued Obligations"). Notwithstanding the foregoing, 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) an amount equal to two (2) times the sum of (A) Employee's Base Salary and (B) Employee's Target Bonus, payable (X) in twenty-four (24) equal installments during a twenty-four (24) month period following the date of termination (the "Termination Benefits Period") or (Y) if such termination occurs within twenty-four (24) months following a "Change in Control" (as defined below), in a single lump sum cash payment following the date of termination, which 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 accrued and unpaid bonus under the AIP with respect to the fiscal year ending immediately prior to the date that such termination occurs (payment shall be subject to withholding under applicable law and shall be made at the time when the Company pays bonuses to its other executive officers with respect to the applicable fiscal year);

(iii) 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); and

(iv) 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”); and (C) the time during which Employee receives the payments pursuant to this Section 6(e)(iv) shall run concurrently with any period for which Employee is eligible to elect health coverage under COBRA.

The Termination Benefits set forth in (i), (iii) and (iv) above shall continue so long as Employee remains in compliance with Employee’s Continuing Obligations under this Agreement. The Company’s liability for Termination Benefits set forth in (i), (iii) and (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)(iv) 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 separation agreement containing 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) (the “Release”), it being understood that no Termination Benefits shall be provided unless and until Employee timely executes and delivers, and does not rescind, the Release, except that the Release shall not require a waiver of any of the Accrued Obligations. The Release 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.

For purposes of this Agreement, “Change in Control” shall mean any of the following:

(i) an acquisition (other than directly from 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,” within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (“Person”), immediately after which such Person has “beneficial ownership,” within the meaning under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (“Beneficial Ownership”) of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of Parent’s then-outstanding Voting Securities; *provided, however*; that in determining whether a Change in Control has occurred pursuant to this paragraph (i), 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) 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 Parent (for purposes of this definition, a “Related Entity”), (ii) 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 Directors of Parent (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the members of the Board of Directors of Parent 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 “Holding Corporation”) or (ii) if there is one or more than one Holding Corporation, the ultimate Holding Corporation; *provided, however*, that, if the election, or nomination for election by 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 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 Parent or (y) in which securities of Parent 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 Parent 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 Holding Corporation or (2) if there is one or more than one Holding Corporation, the ultimate Holding 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 Holding Corporation, or (2) if there is one or more than one Holding Corporation, the ultimate Holding Corporation; and

(C) no Person other than (1) Parent 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 Parent 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 Holding Corporation, or (y) if there is one or more than one Holding Corporation, the ultimate Holding Corporation;

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

(3) the sale or other disposition of all or substantially all of the assets of Parent and its subsidiaries (as defined in Section 424(f) (or a successor provision to such section) of the Code, and regulations and rulings thereunder, with Parent being treated as the employer corporation for purposes of such definition) taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to 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 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 Parent and, after such share acquisition by 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.

(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 terminate the Employment. In the event of such termination on account of Employee's Disability, the Company Group shall have no further obligations to Employee except the Company shall provide to Employee the Accrued Obligations. 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 mutually acceptable to the Company and Employee or Employee's guardian 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 any Accrued Obligations.

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

7. Restrictive Covenants. In consideration of Employee's employment hereunder, Employee agrees to the following restrictions.

(a) Acknowledgments.

(i) Access to Confidential Information and Relationships. Employee acknowledges and agrees that as a result of Employee's employment with the Company, Employee's knowledge of and access to confidential and proprietary information, and Employee's relationships with the Company Group's customers and employees, Employee would have an unfair competitive advantage if Employee were to engage in activities in violation of the Restrictive Covenants. Employee also acknowledges and agrees that these Restrictive Covenants are necessary to protect the trade secrets of Company.

(ii) No Undue Hardship. Employee acknowledges and agrees that, in the event that his employment with the Company terminates, Employee possesses marketable skills and abilities that will enable Employee to find suitable employment without violating the Restrictive Covenants.

(iii) Voluntary Execution. Employee acknowledges and affirms that he is entering into the Agreement voluntarily and that he has read the Agreement carefully and had a full and reasonable opportunity to consider the Restrictive Covenants (including an opportunity to consult with legal counsel).

(b) Definitions. The following capitalized terms used in this Section 7 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(i) "Competitive Services" means the business of designing, building, managing, selling or representing (i) wired and wireless networks, (ii) radio frequency wireless networks including macro, metro, DAS and small cell solutions, (iii) indoor network solutions for commercial buildings, data centers, central offices and cable television head ends, (iv) outdoor network solutions for telecom service providers and cable TV networks, including FTTX solutions, (v) appliances at homes that deliver internet or paid TV, (vi) software and appliances in cable and telecom networks to create and manage signals for internet and video, and (vii) appliances in enterprises that deliver wired and wireless connectivity to end users, as well as the business of providing any other activities, products, or services of the type conducted, authorized, offered, or provided by the Company Group as of Employee's Termination Date, or during the one (1) year immediately prior to Employee's Termination Date.

(ii) "Confidential Information" means any and all data and information relating to the Company Group, their activities, business, or clients that (i) is disclosed to Employee or of which Employee becomes aware as a consequence of his employment with the Company; (ii) has value to the Company Group; and (iii) is not generally known outside of the Company Group. "Confidential Information" shall include, but is not limited to the following types of information regarding, related to, or concerning the Company Group: trade secrets (as defined by N.C. Gen. Stat. § 66-152(3)); financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer lists; customer files, data and financial information; details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; computer aided systems, software, strategies and programs; business acquisition plans; management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); personnel and compensation

policies; new personnel acquisition plans; and other similar information. "Confidential Information" also includes combinations of information or materials which individually may be generally known outside of the Company Group, but for which the nature, method, or procedure for combining such information or materials is not generally known outside of the Company Group. In addition to data and information relating to the Company Group, "Confidential Information" also includes any and all data and information relating to or concerning a third party that otherwise meets the definition set forth above, that was provided or made available to the Company Group by such third party, and that the Company Group has a duty or obligation to keep confidential. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company Group.

(iii) "Material Contact" means (i) having dealings with a customer or potential customer on behalf of the Company Group; (ii) coordinating or supervising dealings with a customer or potential customer on behalf of the Company Group; (iii) obtaining Confidential Information about a customer or potential customer in the ordinary course of business as a result of Employee's employment with the Company; or (iv) receiving compensation, commissions, or earnings within the one (1) year prior to the Termination Date that resulted from the sale or provision of products or services of the Company Group to a customer.

(iv) "Principal or Representative" means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

(v) "Protected Customer" means any Person to whom the Company Group has sold its products or services or actively solicited to sell its products or services, and with whom Employee has had Material Contact on behalf of the Company Group during his employment with the Company.

(vi) "Restrictive Covenants" means the restrictive covenants contained in Section 7 of this Agreement.

(vii) "Restricted Period" means any time during Employee's employment with the Company, as well as two (2) years from Employee's Termination Date.

(viii) "Termination" means the termination of Employee's employment with the Company, for any reason, whether with or without Cause, upon the initiative of either party.

(ix) "Termination Date" means the date of Employee's Termination.

(x) "Work Product" means all ideas, formulas, recipes, discoveries, trade secrets, inventions, innovations, improvements, developments, methods of doing business, processes, programs, designs, analyses, drawings, reports, blueprints, data, software, source code, object code, firmware, logos and all similar or related information (whether or not patentable and whether or not reduced to practice) which relate to the Company Group's business that are conceived, developed, acquired, contributed to, made or reduced to practice by Employee during the course of his employment with the Company (either solely or jointly with others).

(c) Restriction on Disclosure and Use of Confidential Information. Employee agrees that Employee shall not, directly or indirectly, use any Confidential Information on Employee's own behalf or on behalf of any Person other than Company Group, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by the Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Employee further agrees that he shall fully cooperate with the Company in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Company's rights or Employee's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Employee shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, Employee shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Employee; (ii) reporting possible violations of federal, state, or local law or regulation to any governmental agency or entity, or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation, and Employee shall not need the prior authorization of the Company to make any such reports or disclosures and shall not be required to notify the Company that Employee has made such reports or disclosures; (iii) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in either event solely for the purpose of reporting or investigating a suspected violation of law; or (iv) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(d) Work Product. Employee acknowledges that all Work Product belongs to the Company Group. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" under the copyright laws of the United States, and ownership of all rights therein shall vest in the Company Group. To the extent that any Work Product is not deemed to be a "work made for hire," Employee hereby assigns and agrees to assign to the Company Group all right, title and interest, including without limitation, the intellectual property rights that Employee may have in and to such Work Product. Employee shall during the Restricted Period and thereafter promptly perform all actions reasonably requested by the Company (whether during or after the term of this Agreement) to establish and confirm ownership of such Work Product (including, without limitation, assignments, consents, powers of attorney and other instruments) in the Company Group.

(e) Non-Compete. Employee agrees that, during the Restricted Period, he shall not, without the prior written consent of the Company, directly or indirectly, on his own behalf or as a Principal or Representative of any Person, engage in any Competitive Services anywhere in the United States or in any foreign country in which any member of the Company Group has conducted business, is conducting business or is presently contemplating conducting business.

(f) Non-Solicitation of Protected Customers. Employee agrees that, during the Restricted Period, he shall not, without the prior written consent of the Company, directly or indirectly, on his own behalf or as a Principal or Representative of any Person, solicit, divert, take away, or attempt to solicit, divert, or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services.

(g) Non-Recruitment of Employees and Independent Contractors. Employee agrees that during the Restricted Period, he shall not, directly or indirectly, whether on his own behalf or as a Principal or Representative of any Person, recruit, solicit, induce or hire or attempt to recruit, solicit, induce or hire any employee or independent contractor of the Company Group to terminate his employment or other relationship with the Company Group or to enter into employment or any other kind of business relationship with the Employee or any other Person.

(h) Enforcement of Restrictive Covenants.

(i) Rights and Remedies Upon Breach. The parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants will be inadequate, and that in the event Employee breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Employee from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company Group and that money damages would not provide an adequate remedy to the Company. Employee understands and agrees that if he violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Employee understands and agrees that, if the Parties become involved in legal action regarding the enforcement of the Restrictive Covenants and if the Company prevails in such legal action, the Company will be entitled, in addition to any other remedy, to recover from Employee its reasonable costs and attorneys' fees incurred in enforcing such covenants. The Company's ability to enforce its rights under the Restrictive Covenants or applicable law against Employee shall not be impaired in any way by the existence of a claim or cause of action on the part of Employee based on, or arising out of, this Agreement or any other event or transaction.

(ii) Severability and Modification of Covenants. Employee acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be enforced by the Company to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable.

8. Cooperation. 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 8 and such cooperation shall be at reasonable times and upon reasonable advance notice.

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 Group.

9. Governing Law; Waiver of Jury Trial. 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. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each of the parties hereto expressly submits and consents in advance to the sole and exclusive jurisdiction of the state and federal courts located in the State of North Carolina for the purposes of any and all suits, actions or other proceedings or other disputes arising out of, based on or relating to this Agreement. Each of the parties hereto hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding brought in such courts, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, in each case, unless another jurisdiction is required to enforce the rights of Parent and/or the Company under this Agreement. The parties hereto hereby consent to service of process by mail and any other manner permitted by law or this Agreement. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, may be filed, and will be binding and enforceable, in all jurisdictions. Except as otherwise provided in Section 7, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and reasonable expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10. 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 copy to:	Alston & Bird LLP 101 South Tryon Street Suite 4000 Charlotte, North Carolina 28280 Attention: C. Mark Kelly, Esq.
To Employee:	Charles L. Treadway 1 Robledo Drive Dallas, Texas 75230

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.

11. Indemnification. During the Employment, Employee shall be entitled to such rights regarding indemnification and advancement of expenses as are provided in the Indemnification Agreement, dated as of the Effective Date, by and between Employee and the Company, and as provided under the Company's Certificate of Incorporation or By-laws, as they made be amended from time to time.

12. Scope of Agreement. The parties acknowledge that the time, scope, geographic area and other provisions of Section 7 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 Employment 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 the Company Group, and represents that the Agreement is intended to be, and shall be, fully enforceable and effective in accordance with its terms.

13. Severability. The existence of any claim or cause of action which Employee may have against the Company or Parent shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.

14. 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.

15. Miscellaneous. This Agreement 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.

16. Certain Definitions. For purposes of this Agreement, except as otherwise provided herein, the term "subsidiary" of a Person means any corporation more than 50% of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50% of whose total equity interests, is directly or indirectly owned by such Person.

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 Group, nor their 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) and any other amount or benefit under this Agreement, constitutes non-exempt "deferred compensation" for purposes of Section 409A of the Code ("Non-Exempt Deferred Compensation") and that would otherwise be payable or distributable hereunder by reason of Employee's termination of Employment, such amounts will not be payable or distributable to Employee unless the circumstances giving rise to such termination of Employment meet any description or definition of "separation from service" 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 upon Employee's termination of Employment or the determination of the amounts owed to him due to such termination. If this provision prevents the payment or distribution of any amount or benefit, 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."

(c) Whenever in this Agreement the provision of payment or benefit is conditioned on Employee's execution and non-revocation of the Release, provided that the Release has been timely delivered to Employee not later than ten (10) days after the date of termination of Employment, such Release must be executed, and all applicable revocation periods shall have expired, within sixty (60) days after the date of termination of Employee's Employment, failing which such payment or benefit shall be forfeited. If such payment or benefit constitutes Non-Exempt Deferred Compensation, and if such 60-day period begins in one calendar year and ends in the next calendar year, the payment or benefit shall not be made or commence before the second such calendar year, even if the Release becomes irrevocable in the first such calendar year. In other words, Employee is not permitted to influence the calendar year of payment based on the timing of his signing of the Release.

(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.

(e) Each payment of termination benefits under Section 6 of this Agreement, including, without limitation, each payment of COBRA Cost under Section 6(e)(iv), 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.

(f) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute Non-Exempt Deferred Compensation 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 below), 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.

18. Limitation of Benefits.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any benefit, payment or distribution by the Company, Parent or any of their direct and/or indirect subsidiaries to or for the benefit of Employee (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 18) (such benefits, payments or distributions are hereinafter referred to as "Payments") would, if paid, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then, prior to the making of any Payments to Employee, a calculation shall be made comparing (i) the net after-tax benefit to Employee of the Payments after payment by Employee of the Excise Tax, to (ii) the net after-tax benefit to Employee if the Payments had been limited to the extent necessary to avoid being subject to the Excise Tax. If the amount calculated under (i) above is less than the amount calculated under (ii) above, then the Payments shall be limited to the extent necessary to avoid being subject to the Excise Tax (the "Reduced Amount"). The reduction of the Payments due hereunder, if applicable, shall be made by first reducing cash Payments and then, to the extent necessary, reducing those Payments having the next highest ratio of Parachute Value to actual present value of such Payments as of the date of the change of control, as determined by the Determination Firm (as defined in Section 18(b) below). For purposes of this Section 18, present value shall be determined in accordance with Section 280G(d)(4) of the Code. For purposes of this Section 18, the "Parachute Value" of a Payment means the present value as of the date of the change of control of the portion of such Payment that constitutes a "parachute payment" under Section 280G(b)(2) of the Code, as determined by the Determination Firm for purposes of determining whether and to what extent the Excise Tax will apply to such Payment.

(b) All determinations required to be made under this Section 18, including whether an Excise Tax would otherwise be imposed, whether the Payments shall be reduced, the amount of the Reduced Amount, and the assumptions to be used in arriving at such determinations, shall be made by an independent, nationally recognized accounting firm or compensation consulting firm mutually acceptable to the Company and Employee (the "Determination Firm") which shall provide detailed supporting calculations both to the Company and Employee. All fees and expenses of the Determination Firm shall be borne solely by the Company. Any determination by the Determination Firm shall be binding upon the Company and Employee. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Determination Firm hereunder, it is possible that Payments hereunder will have been unnecessarily limited by this Section 18 ("Underpayment"), consistent with the calculations required to be made hereunder. The Determination Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Employee, but no later than March 15 of the year after the year in which the Underpayment is determined to exist, which is when the legally binding right to such Underpayment arises.

19. 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.

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 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 such amounts shall not be reduced whether or not Employee obtains other employment.

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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

EMPLOYEE

/s/ Charles L. Treadway
Charles L. Treadway

RESTRICTED STOCK UNIT AWARD CERTIFICATE

Non-transferable

GRANT TO

("Grantee")by CommScope Holding Company, Inc. (the "Company") of_____ restricted stock units convertible, on a one-for-one basis, into shares of Stock (the "Units").

[For Inducement Award: The Units are granted as an employment inducement award pursuant to Nasdaq Listing Rule 5635(c)(4), and are not issued under a stockholder-approved incentive plan. Notwithstanding the forgoing, the Units shall be subject to the terms and conditions of the CommScope Holding Company, Inc. Amended and Restated 2019 Long-Term Incentive Plan (the "Plan") as if the Units had been granted under the Plan, and the terms and conditions of the Plan are hereby incorporated into this Award Certificate. The Units are also subject to the terms and conditions set forth on the following pages (the "Terms and Conditions"). By accepting the Units, Grantee shall be deemed to have agreed to the Terms and Conditions including the restrictive covenants included in Appendix A to 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.]

[For Non-Inducement Award: The Units are granted pursuant to and subject to the provisions of the CommScope Holding Company, Inc. Amended and Restated 2019 Long-Term Incentive Plan (the "Plan") and to the terms and conditions set forth on the following pages (the "Terms and Conditions"). By accepting the Units, Grantee shall be deemed to have agreed to the Terms and Conditions, including the restrictive covenants included in Appendix A to 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.]

Unless vesting is accelerated as provided in the Plan or Section 1 of the Terms and Conditions, the Units shall vest (become non-forfeitable) in accordance with the following schedule, subject to Grantee's Continuous Service on the applicable vesting date.

Continuous Service after Grant Date	Percent of Units Vesting
1st Anniversary of the Grant Date	33 $\frac{1}{3}$ %
2nd Anniversary of the Grant Date	33 $\frac{1}{3}$ %
3rd Anniversary of the Grant Date	33 $\frac{1}{3}$ %

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 Units. The Units will vest and become non-forfeitable on the earliest to occur of the following (each, a “Vesting Date”):

- (a) as to the percentages of the Units specified on the cover page hereof, on the respective Vesting Dates specified on the cover page hereof, provided Grantee is then still providing Continuous Service to the Company;
- (b) as to all of the Units, on the termination of Grantee’s Continuous Service due to death or Disability;
- (c) as to all of the Units, on the occurrence of a Change in Control, unless the Units are assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control; or
- (d) as to all of the Units, if the Units are assumed by the surviving entity or otherwise equitably converted or substituted in connection with a Change in Control, on the termination of Grantee’s employment by the Company without Cause or Grantee’s resignation for Good Reason within two years after the effective date of the Change in Control.

If Grantee’s Continuous Service terminates prior to a Vesting Date for any reason other than as described in (b), (c) or (d) above, Grantee shall forfeit all right, title and interest in and to the then unvested Units as of the date of such termination and the unvested Units will be reconveyed to the Company without further consideration or any act or action by Grantee.

2. Conversion to Stock. The Units that vest upon a Vesting Date will be converted to shares of Stock. The shares of Stock will be registered in the name of Grantee as of the Vesting Date, and certificates for the shares of Stock (or, at the option of the Company, statements of book entry notation of the shares of Stock in the name of Grantee in lieu thereof) shall be delivered to Grantee or Grantee’s designee upon request of Grantee as soon as practicable after the Vesting Date.

3. Dividend Rights. If any dividends or other distributions are paid with respect to the Stock while the Units are outstanding, the dollar amount or fair market value of such dividends or distributions with respect to the number of shares of Stock then underlying the Units shall be credited to a bookkeeping account and held (without interest) by the Company for the account of Grantee. Such amounts shall be subject to the same vesting and forfeiture provisions as the Units to which they relate. Accrued dividends held pursuant to the foregoing provision shall be paid by the Company to Grantee on the applicable Vesting Date.

4. Voting Rights. Grantee shall not have voting rights with respect to the Units. Upon conversion of the Units into shares of Stock, Grantee will obtain full voting rights and other rights as a stockholder of the Company.

5. Restrictions on Transfer and Pledge. No right or interest of Grantee in the Units 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 Grantee to any other party other than the Company or an Affiliate. The Units are not assignable or transferable by Grantee other than to a beneficiary or by will or the laws of descent and distribution.

6. Restrictions on Issuance of Shares. If at any time the Committee shall determine, in its discretion, that registration, listing or qualification of the Shares underlying the Units 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 settlement of the Units, the Units will not be converted to Shares 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.

7. No Right of Continued Service. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee’s service at any time, nor confer upon Grantee any right to continue to provide services to, the Company or any Affiliate.

8. Payment of Taxes. The Company or any employer Affiliate has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee’s FICA obligation) required by law to be withheld with respect to any taxable event arising in connection with the Units. The withholding requirement may be satisfied, in whole or in part, by withholding from the settlement of the Units Shares having a Fair Market Value on the date of withholding equal to the amount required to be withheld for tax purposes, all in accordance with such procedures as the Committee approves.

9. Stockholders Agreement; Registration Rights Agreement. As a condition to the issuance of Shares of Stock hereunder, Grantee 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 Grantee 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. Severability. If any one or more of the provisions contained in this Award Certificate are invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

13. 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 Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

14. Compensation Recoupment Policy. The Units and any Stock issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to Grantee and to awards of this type.

15. Sell to Cover Policy. By accepting the Units, (i) Grantee agrees that he or she shall be subject to, and consents to the application of, any policy adopted by the Company that requires Grantee to sell Shares to satisfy his or her federal, state, and local tax withholding obligations (including Grantee's FICA obligation) that arise with respect to this Award (a "sell to cover" policy), and (ii) in connection with any such "sell to cover" policy, Grantee hereby authorizes the plan administrator or other entity designated by the Company in its sole discretion to sell a number of Shares issued in connection with the vesting of the Units, which the Company determines, in its sole discretion, is sufficient to generate an amount to satisfy such tax withholding obligations, and to pay such amounts to the Company.

16. Restrictive Covenants. As a condition to Grantee's receipt of the Units, Grantee agrees to the restrictive covenants set forth in Appendix A to this Award Certificate. In the event Grantee breaches any of the covenants set forth in Appendix A, all unvested Units covered by this Award Certificate shall be immediately forfeited. Such forfeiture shall be in addition to any other right the Company may have with respect to any such violation or breach.

APPENDIX A

Restrictive Covenants

As a condition of Grantee's receipt of the Units, Grantee agrees to the following restrictions. This Appendix A constitutes part of the Terms and Conditions of the Award Certificate relating to the Units.

1. Acknowledgments.

(a) Access to Confidential Information and Relationships. Grantee acknowledges and agrees that as a result of Grantee's employment with the Company or an Affiliate, Grantee's knowledge of and access to confidential and proprietary information, and Grantee's relationships with the Company's or its Affiliate's customers and employees, Grantee would have an unfair competitive advantage if Grantee were to engage in activities in violation of the Restrictive Covenants. Grantee also acknowledges and agrees that these Restrictive Covenants are necessary to protect the trade secrets of Company.

(a) No Undue Hardship. Grantee acknowledges and agrees that, in the event that his/her employment with the Company terminates, Grantee possesses marketable skills and abilities that will enable Grantee to find suitable employment without violating the Restrictive Covenants.

(b) Voluntary Execution. Grantee acknowledges and affirms that he/she is entering into the Restrictive Covenants voluntarily by way of his/her acceptance of the Units, that he/she has read the Award Certificate and this Appendix A carefully and had a full and reasonable opportunity to consider the Units and the Restrictive Covenants (including an opportunity to consult with legal counsel), and that he/she has not been pressured or in any way coerced, threatened or intimidated into accepting the Units or entering into the Restrictive Covenants.

2. Definitions. The following capitalized terms used in this Appendix A shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(a) "*Business*" means the business of designing, building, and selling (i) wired and wireless networks, (ii) radio frequency wireless networks including macro, metro, DAS and small cell solutions, (iii) indoor network solutions for commercial buildings, data centers, central offices and cable television head ends, (iv) outdoor network solutions for telecom service providers and cable TV networks, including FTTX solutions, (v) appliances at homes that deliver internet or paid TV, (vi) software and appliances in cable and telecom networks to create and manage signals for internet and video, and (vii) appliances in enterprises that deliver wired and wireless connectivity to end users, as well as the business of providing any other activities, products, or services of the type conducted, authorized, offered, or provided by the Company as of Grantee's Termination Date, or during the two (2) years immediately prior to Grantee's Termination Date.

(b) "*Confidential Information*" means any and all data and information relating to the Company, its activities, business, or clients that (i) is disclosed to Grantee or of which Grantee becomes aware as a consequence of his/her employment with the Company; (ii) has value to the Company; and (iii) is not generally known outside of the Company. "Confidential Information" shall include, but is not limited to the following types of information regarding, related to, or concerning the Company: trade secrets (as defined by N.C. Gen. Stat. § 66-152(3)); financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer lists; customer files, data and financial information; details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; computer aided systems, software, strategies and programs; business acquisition plans; management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); personnel and compensation policies; new personnel acquisition plans; and other similar information. "Confidential Information" also includes combinations of information or materials which individually may be generally known outside of the Company, but for which the nature, method, or procedure for combining such information or materials is not generally known outside of the Company. In addition to data and information relating to the Company, "Confidential Information" also includes any and all data and information relating to or concerning a third party that otherwise meets the definition set forth above, that was provided or made available to the Company by such third party, and that the Company has a duty or obligation to keep confidential. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company.

(c) "*Material Contact*" means (i) having dealings with a customer or potential customer on behalf of the Company; (ii) coordinating or supervising dealings with a customer or potential customer on behalf of the Company; (iii) obtaining Confidential Information about a customer or potential customer in the ordinary course of business as a result of Grantee's employment with the Company; or (iv) receiving compensation, commissions, or earnings within the two (2) years prior to Grantee's Termination Date that resulted from the sale or provision of products or services of the Company to a customer.

(d) "*Person*" means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

- (e) “Principal or Representative” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.
- (f) “Protected Customer” means any Person to whom the Company has sold its products or services or actively solicited to sell its products or services, and with whom Grantee has had Material Contact on behalf of the Company during his/her employment with the Company.
- (g) “Restrictive Covenants” means the restrictive covenants contained in Sections 3 through 6 of this Appendix A.
- (h) “Restricted Period” means any time during Grantee’s employment with the Company, as well as two (2) years from Grantee’s Termination Date.
- (i) *Restricted Territory*” means:

(i) the geographic area where the Company or an Affiliate engages in the Business on a material basis, which Grantee and the Company agree includes the United States of America (Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and District of Columbia), Canada, Mexico, Argentina, Columbia, Brazil, the United Kingdom, Ireland, Italy, Belgium, France, Germany, the Netherlands, Spain, India, China, Japan, and Australia.; and

(ii) any other territory where Grantee is working on behalf of the company during the one (1) year preceding the conduct in question (if the conduct occurs while Grantee is still employed by the Company) or Grantee’s Termination Date (if the conduct occurs after Grantee’s Termination).

- (j) “Termination” means the termination of Grantee’s employment with the Company, for any reason, whether with or without cause, upon the initiative of either party.
- (k) “Termination Date” means the date of Grantee’s Termination.

3. Restriction on Disclosure and Use of Confidential Information.

Grantee agrees that Grantee shall not, directly or indirectly, use any Confidential Information on Grantee’s own behalf or on behalf of any Person other than Company, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by the Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Grantee further agrees that he/she shall fully cooperate with the Company in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Award Certificate is not intended to, and does not, alter either the Company’s rights or Grantee’s obligations under any state or federal statutory or

common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Grantee shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; *provided, however,* that in the event such disclosure is required by law, Grantee shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Grantee; (ii) reporting possible violations of federal, state, or local law or regulation to any governmental agency or entity, or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation, and Grantee shall not need the prior authorization of the Company to make any such reports or disclosures and shall not be required to notify the Company that Grantee has made such reports or disclosures; (iii) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in either event solely for the purpose of reporting or investigating a suspected violation of law; or (iv) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. Non-Competition. Grantee agrees that, during the Restricted Period, he/she will not, without prior written consent of the Company, directly or indirectly (i) carry on or engage in business activities that are competitive with any aspect of the Business within the Restricted Territory on his/her own or on behalf of any Person or any Principal or Representative of any Person; (ii) hold a position with any Person engaging in any business activities that are competitive with any aspect of the Business, whether as employee, consultant, or otherwise, in which (A) Grantee will have duties, or will perform or be expected to perform services for such Person, that relate to such business activities that are competitive with any aspect of the Business within the Restricted Territory (for the avoidance of doubt, to the extent Grantee will only have duties with respect to, and will only perform or be expected to perform services for, aspects of such Person’s business that are not competitive with any aspect of the Business, such activity shall not be restricted by the foregoing clause (A)), or (B) Grantee will use or disclose or be reasonably expected to use or disclose any Confidential Information for the purpose of providing, or attempting to provide, such Person with a competitive advantage with respect to such business activities that are competitive with any aspect of the Business within the Restricted Territory; or (iii) own any interest in or organize any Person which engages in any business activities that are competitive with any aspect of the Business within the Restricted Territory; provided, however, that nothing in this Section 4 shall prohibit or limit Grantee’s ability to purchase or hold, solely for investment purposes, up to two percent (2%) of the stock of any publicly traded entity (whether or not it engages in any business activities that are competitive with any aspect of the Business within the Restricted Territory) so long as Grantee is not actively involved in the management, operations or business thereof.

5. Non-Solicitation of Protected Customers. Grantee agrees that, during the Restricted Period, he/she shall not, without the prior written consent of the Company, directly or indirectly, on his/her own behalf or as a Principal or Representative of any Person, solicit, divert, take away, or attempt to solicit, divert, or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services.

6. Non-Recruitment of Employees and Independent Contractors. Grantee agrees that during the Restricted Period, he/she shall not, directly or indirectly, whether on his/her own behalf or as a Principal or Representative of any Person, recruit, solicit, or induce or attempt to recruit, solicit or induce any employee or independent contractor of the Company to terminate his/her employment or other relationship with the Company or to enter into employment or any other kind of business relationship with the Grantee or any other Person.

7. Enforcement of Restrictive Covenants.

- (a) Rights and Remedies Upon Breach. The parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants will be inadequate, and that in the event Grantee breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Grantee from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. Grantee understands and agrees that if he/she violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Grantee understands and agrees that, if the Parties become involved in legal action regarding the enforcement of the Restrictive Covenants and if the Company prevails in such legal action, the Company will be entitled, in addition to any other remedy, to recover from Grantee its reasonable costs and attorneys' fees incurred in enforcing such covenants. The Company's ability to enforce its rights under the Restrictive Covenants or applicable law against Grantee shall not be impaired in any way by the existence of a claim or cause of action on the part of Grantee based on, or arising out of, this Award Certificate or any other event or transaction.
- (b) Severability and Modification of Covenants. Grantee acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Award Certificate or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should

ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be enforced by the Company to that extent in the manner described above and all other provisions of this Award Certificate shall be valid and enforceable.

8. Miscellaneous.

- (a) Applicable Law; Forum Selection; Consent to Jurisdiction. The Company and Grantee agree that this Award Certificate shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina without giving effect to its conflicts of law principles. Grantee agrees that the exclusive forum for any action to enforce this Award Certificate, as well as any action relating to or arising out of this Award Certificate, shall be the state or federal courts of the State of North Carolina. With respect to any such court action, Grantee hereby (a) irrevocably submits to the personal jurisdiction of such courts; (b) consents to service of process; (c) consents to venue; and (d) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, service of process, or venue. Both parties hereto further agree that the state and federal courts of the State of North Carolina are convenient forums for any dispute that may arise herefrom and that neither party shall raise as a defense that such courts are not convenient forums.
- (b) Severability. The invalidity or unenforceability of any provision of this Award Certificate shall not affect the validity or enforceability of any other provision of this Award Certificate.
- (c) Waiver. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Award Certificate shall not be deemed a waiver or relinquishment of any right granted in this Award Certificate or of the future performance of any such term or condition or of any other term or condition of this Award Certificate, unless such waiver is contained in a writing signed by the party making the waiver.

PERFORMANCE SHARE UNIT AWARD CERTIFICATE

Non-transferable

GRANT TO

("Grantee")by CommScope Holding Company, Inc. (the "Company") of_____ performance share units convertible, on a one-for-one basis, into shares of Stock (the "Units").

[For Inducement Award: The Units are granted as an employment inducement award pursuant to Nasdaq Listing Rule 5635(c)(4), and are not issued under a stockholder-approved incentive plan. Notwithstanding the forgoing, the Units shall be subject to the terms and conditions of the CommScope Holding Company, Inc. 2019 Long-Term Incentive Plan (the "Plan") as if the Units had been granted under the Plan, and the terms and conditions of the Plan are hereby incorporated into this Award Certificate. The Units are also subject to the terms and conditions set forth on the following pages (the "Terms and Conditions"). By accepting the Units, Grantee shall be deemed to have agreed to the Terms and Conditions and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.]

[For Non-Inducement Award: The Units are granted pursuant to and subject to the provisions of the CommScope Holding Company, Inc. 2019 Long-Term Incentive Plan (the "Plan") and to the terms and conditions set forth on the following pages (the "Terms and Conditions"). By accepting the Units, Grantee shall be deemed to have agreed to the Terms and Conditions and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.]

Grantee will have the right to earn between 0% and 100% of the Units based on both (i) the Company's achievement of performance goals relating to stock price during the period starting on the Grant Date and ending on the fourth anniversary of the Grant Date (the "Performance Period"), and (ii) Grantee's satisfaction of corresponding service conditions, as set forth on Appendix A. Unless vesting is accelerated as provided in Section 2 of the Terms and Conditions, each Unit shall vest (and become non-forfeitable) on the later of (i) the date that the Company satisfies the applicable performance condition and (ii) the date that Grantee satisfies the applicable service condition, subject in each case to Grantee's Continuous Service on such vesting date.

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:

Its:

Grant Date:

TERMS AND CONDITIONS

1. Vesting Conditions and Vesting Date. Subject to Section 2, the vesting of each Unit requires the satisfaction of both of two conditions prior to the end of the Performance Period: a Performance Condition and a Service Condition. The “Performance Condition” is satisfied if and when the average closing price per share of Stock during any consecutive 60-day trading period on The Nasdaq Stock Market (the “Average Trading Price”) equals or exceeds a specified target closing price per share of Stock as set forth on Appendix A (each a “Target Price”) prior to the end of the Performance Period. The “Service Condition” is satisfied upon Grantee’s completion of the required period of Continuous Service from the Grant Date that corresponds to the related Target Price as set forth on Appendix A. A percentage of Units will vest and become non-forfeitable as set forth on Appendix A on the date on which both the Performance Condition and the applicable Service Condition have been satisfied (the “Vesting Date”). To the extent an applicable Performance Condition and the Service Condition related thereto have not been satisfied prior to the end of the Performance Period, Grantee shall forfeit all right, title and interest in and to the percentage of Units set forth opposite such conditions as of the end of the Performance Period, and such unvested Units will be reconveyed to the Company without further consideration or any act or action by Grantee.

2. Change in Control; Termination of Continuous Service. Upon the occurrence of a Change in Control during the Performance Period, the Average Trading Price relating to any outstanding and unvested Units shall be deemed to be equal to the fair market value per share of the Stock as of the consummation of the Change in Control (which, in the event the shares of Stock are sold or otherwise acquired in exchange for cash or property, shall equal the fair market value of such cash or property received) (the “Change in Control Price”). To the extent that the Company fails to satisfy all of the Performance Conditions in such event (i.e., if the Change in Control Price is less than one or more of the Target Prices), Grantee shall forfeit all right, title and interest in and to the unvested Units related thereto immediately prior to the Change in Control, and such unvested Units will be reconveyed to the Company without further consideration or any act or action by Grantee. Any outstanding and unvested Units for which the Performance Condition was satisfied prior to or in connection with a Change in Control in accordance with this Section 2, but that only the Service Condition related thereto remains unsatisfied (the “Remaining Time-Based Units”), shall be treated as follows:

- (a) If the Remaining Time-Based Units are not assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control, then the Remaining Time-Based Units shall vest in full immediately prior to the Change in Control; and
- (b) If the Remaining Time-Based Units are assumed by the surviving entity or otherwise equitably converted or substituted in connection with the Change in Control, then the Remaining Time-Based Units will remain outstanding and eligible to vest upon the earlier of:

(i) Grantee’s satisfaction of the applicable Service Conditions relating to the Remaining Time-Based Units, subject to Grantee’s Continuous Service with the surviving entity, with vesting occurring at the time and in the amounts provided in Appendix A; and

(ii) if Grantee’s Continuous Service is terminated by the Company without Cause, by Grantee for Good Reason, within two years after the effective date of the Change in Control and prior to the end of the Performance Period, or due to death or Disability occurring prior to the end of the Performance Period, then the Remaining Time-Based Units will vest in full on the date of such termination.

If Grantee’s Continuous Service terminates prior to a Vesting Date for any reason other than as described in clause (ii) above, Grantee shall forfeit all right, title and interest in and to the then unvested Units as of the date of such termination and the unvested Units will be reconveyed to the Company without further consideration or any act or action by Grantee.

3. Conversion to Stock. The percentage of Units set forth on Appendix A that vest upon an applicable Vesting Date will be converted to shares of Stock. The shares of Stock will be registered in the name of Grantee as of the Vesting Date, and certificates for the shares of Stock (or, at the option of the Company, statements of book entry notation of the shares of Stock in the name of Grantee in lieu thereof) shall be delivered to Grantee or Grantee’s designee upon request of Grantee as soon as practicable after such Vesting Date.

4. Dividend Rights. If any dividends or other distributions are paid with respect to the Stock while the Units are outstanding, the dollar amount or fair market value of such dividends or distributions with respect to the number of shares of Stock then underlying the Units shall be credited to a bookkeeping account and held (without interest) by the Company for the account of Grantee. Such amounts shall be subject to the same vesting and forfeiture provisions as the Units to which they relate. Accrued dividends held pursuant to the foregoing provision shall be paid by the Company to Grantee on the applicable Vesting Date.

5. Voting Rights. Grantee shall not have voting rights with respect to the Units. Upon conversion of the Units into shares of Stock, Grantee will obtain full voting rights and other rights as a stockholder of the Company.

6. Restrictions on Transfer and Pledge. No right or interest of Grantee in the Units 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 Grantee to any other party other than the Company or an Affiliate. The Units are not assignable or transferable by Grantee other than to a beneficiary or by will or the laws of descent and distribution.

7. Restrictions on Issuance of Shares. If at any time the Committee shall determine, in its discretion, that registration, listing or qualification of the Shares underlying the Units 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 settlement of the Units, the Units will not be converted to Shares 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.

8. No Right of Continued Service. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's service at any time, nor confer upon Grantee any right to continue to provide services to, the Company or any Affiliate.

9. Payment of Taxes. The Company or any employer Affiliate has the authority and the right to deduct or withhold, from Grantee's paycheck or otherwise, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising in connection with the Units. The withholding requirement may be satisfied, in whole or in part, by withholding from the settlement of the Units Shares having a Fair Market Value on the date of withholding equal to the amount required to be withheld for tax purposes, all in accordance with such procedures as the Committee approves.

10. Stockholders Agreement; Registration Rights Agreement. As a condition to the issuance of Shares of Stock hereunder, Grantee 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 Grantee will become a party to and subject to such Stockholders Agreement and such Registration Rights Agreement.

11. 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.

12. 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.

13. Severability. If any one or more of the provisions contained in this Award Certificate are invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

14. 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 Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

15. Compensation Recoupment Policy. The Units and any Stock issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to Grantee and to awards of this type.

16. Sell to Cover Policy. By accepting the Units, (i) Grantee agrees that he or she shall be subject to, and consents to the application of, any policy adopted by the Company that requires Grantee to sell Shares to satisfy his or her federal, state, and local tax withholding obligations (including Grantee's FICA obligation) that arise with respect to this Award (a "sell to cover" policy), and (ii) in connection with any such "sell to cover" policy, Grantee hereby authorizes the plan administrator or other entity designated by the Company in its sole discretion to sell a number of Shares issued in connection with the vesting of the Units, which the Company determines, in its sole discretion, is sufficient to generate an amount to satisfy such tax withholding obligations, and to pay such amounts to the Company.

APPENDIX A

PERFORMANCE AND SERVICE CONDITIONS

(TSR)

The Company will be determined to satisfy the Target Price set forth in the table below during the Performance Period if the Average Trading Price of the Stock equals or exceeds the applicable Target Price. The Grantee will be determined to satisfy the Service Condition set forth in the table below opposite the Target Price if Grantee remains in Continuous Service for the period of time set forth below opposite such Target Price following the Grant Date. The percentage of Units set forth opposite a Target Price and the Service Condition related thereto shall vest if and only if both the Performance Condition and the Service Condition relating thereto have been achieved and satisfied.

The Performance Condition relating to a given Target Price is satisfied as soon as the Average Trading Price equals or exceeds the Target Price. The Average Trading Price is not required to be continuously satisfied through the Vesting Date.

<u>Target Price</u>	<u>Service Condition (Continuous Service Following Grant Date)</u>	<u>Percentage of Units Vested</u>
\$15	1 Year	10%
\$20	1.5 Years	20%
\$25	2 Years	20%
\$30	2.5 Years	20%
\$35	3 Years	20%
\$40	4 Years	10%

The Target Prices and the related Service Conditions are “cliff” requirements, and Units will not be earned based upon achievement of Average Trading Prices between the various Target Prices or Continuous Service between the Service Condition periods.

For illustrative purposes, in the event Grantee remains in Continuous Service for 4 Years and the Target Price of \$30 is satisfied on December 31 of Year 2 (but no greater Target Price is satisfied during the Performance Period), then Grantee became vested in 50% of the Units on December 31 of Year 2 and another 20% of the Units at the end of 2.5 Years. The remaining 30% of the Units shall be forfeited.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of October 1, 2020 (the "Effective Date") by and between Claudius (Bud) E. Watts IV ("Employee") and CommScope, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, the Company desires to employ Employee in the capacity hereinafter stated, and Employee desires to be in the employ of the Company in such capacity for the period and on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, and the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties 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. This Agreement shall be effective as of the Effective Date and shall terminate on the first anniversary thereof, unless earlier terminated as provided in Section 6 (the "Initial Term"). Upon the expiration of the Initial Term or any Renewal Term (as defined below), Employee's Employment shall be automatically renewed for an additional one-year period (each such one-year period being a "Renewal Term"), unless the Company or Employee has given written notice to the other of its intent not to renew this Agreement (a "Non-Renewal Notice") at least 60 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect unless modified in accordance with this Agreement.

3. Duties; Extent of Service. During the Employment, Employee shall serve as an employee of the Company with the title and position of Chairman of the Board. 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 also be available to management as an advisor. Employee shall report directly to the Board of Directors of the Company (the "Board") or the Board of CommScope Holding Company, Inc. ("Parent"), as the context requires. In addition, Employee may be asked from time to time to serve as a director or officer of one or more of the Company's or Parent's current or future direct and indirect subsidiaries, and Executive shall serve in such capacities without further compensation. Employee agrees to comply with all applicable laws and the Company's policies and procedures as may be adopted and changed from time to time and that are provided to Employee, including those described in the Company's employee handbook, provided that if this Agreement conflicts with such policies or procedures, this Agreement will control. 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 sufficient time, attention, skill and energies to, the advancement of the interests of the Company, Parent and their direct and indirect subsidiaries (collectively, the "Company Group") and the performance of Employee's duties and responsibilities hereunder; provided, that Employee 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 Employee a salary at the annual rate of \$600,000 (the "Base Salary"). Such Base Salary may be increased at any time by the Board of Directors of Parent or a committee thereof. The Base Salary shall be subject to withholding under applicable law, shall be prorated for partial years and shall be payable in semi-monthly or biweekly installments in accordance with the Company's usual practice as in effect from time to time.

(b) During the Employment, Employee shall not be eligible to earn an annual bonus or otherwise participate in the CommScope Holding Company, Inc. Annual Incentive Plan (as such plan may be amended and modified).

(c) Following the Effective Date, Parent will issue Employee 100,000 restricted stock units that vest in equal installments on the first three anniversaries of the grant date, subject to Employee's continued employment with the Company. In addition, following the Effective Date, Parent will issue to Employee an equity award pursuant to which up to 220,000 shares may be earned, based upon the achievement of certain hurdles relating to Parent's stock price and Employee's continued employment with the Company over a four-year period. Such equity awards will be issued pursuant to the Parent's Long-Term Incentive Plan and will be memorialized in separate award certificates. Employee shall not be eligible for any other equity award of Parent until the fiscal year commencing January 1, 2022 and any equity awards granted thereafter shall be subject to approval by the Parent Board or a committee thereof in its sole and absolute discretion.

5. Benefits.

(a) During the Employment, Employee shall be entitled to participate in any and all benefit plans of general application to the executives of the Company, as may be in effect from time to time in the discretion of the Board (the "Benefit Plans"), including, by way of example only, medical, dental and life insurance plans and disability income plans, retirement arrangements and other employee benefits plans the Board deems appropriate; provided that Employee shall not be entitled to participate in any severance program or policy of the Company other than as specifically set forth herein. Such participation shall be subject to (i) the terms of the applicable Benefit 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.

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

(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 Group 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 Group,

effective immediately upon written notice to Employee specifying in reasonable detail the grounds for termination for Cause (subject to any cure periods expressly provided for in this Section 6(a)). Only the following, as determined by the Board or the Parent Board, shall constitute "Cause" for such termination:

- (i) Employee's indictment, conviction of or plea of guilty or nolo contendere to, or a judgment against Employee in any quasi-criminal judicial or administrative proceeding (including without limitation, any proceeding by a federal, state or local regulatory agency or body) with respect to, any crime constituting a felony, or a crime which involves Employee's moral turpitude, fraud, theft or embezzlement. For this purpose, a judgment shall include any consent decree, settlement, cease and desist order or similar conclusion to any quasi-criminal judicial or administrative proceeding;
- (ii) Employee's commission of any other act of theft, dishonesty, fraud, or falsification of an employment record in connection with the performance of his duties as an employee or director of the Company Group;
- (iii) Employee's refusal to perform his duties to the Company Group or to obey the lawful and reasonable directives of the Board and Parent's Board (so long as such lawful and reasonable directives are also consistent with Employee's duties, title and reporting order provided elsewhere this Agreement);
- (iv) Employee's gross negligence, willful misconduct or willful malfeasance in connection with Employee's services to the Company Group;
- (v) Employee's material violation of reasonable business standards, legal requirements or any written policy of the Company or Parent applicable to Employee that relate to equal employment opportunity, discrimination, harassment or retaliation or that customarily are punishable by termination of employment; or
- (vi) Employee's material breach of this Agreement or any confidentiality or non-disclosure obligations under any other written agreement between Employee and any member of the Company Group.

Notwithstanding the foregoing, in the case of any conduct described in clauses (iii), (v) or (vi) of the immediately preceding sentence, if such conduct is reasonably susceptible of being cured, then Employee's termination shall be for "Cause" only if Employee fails to cure such conduct to the Board's reasonable satisfaction within ten (10) days after receiving written notice from Company describing such conduct in reasonable detail; provided that the conduct in clause (iii) may only be cured by Employee on two separate occasions, and no cure shall be applicable to such conduct thereafter.

(b) Termination by the Company Without Cause. The Employment may be terminated without Cause by the Company upon written notice to Employee, and upon any such termination and subject to Section 17, Employee shall be entitled to the payment of Termination Benefits (as defined below). 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 Initial Term or any Renewal Term following a decision by the Company not to extend the Term of Employment pursuant to Section 2 shall constitute a termination without Cause.

(c) Termination by Employee for Good Reason. The Employment may be terminated by Employee for Good Reason (as defined below), and upon any such termination and subject to Section 17, Employee shall be entitled to the payment of Termination Benefits, provided that Employee first delivers to the Company prior written notice, no later than sixty (60) days after the initial occurrence of any such event, of such intended termination, and provided further that the Company fails to cure any such events indicated in such notice (to the extent such cure is reasonably possible) within thirty (30) days from the date of such notice. If such event has not been cured within such 30-day period, the termination of Employment by Employee for Good Reason shall be effective as of a date chosen by Employee within the sixty (60) day period immediately following the expiration of the 30-day cure period. Only the following, without Employee's consent, shall constitute "Good Reason":

(i) a material reduction in the Base Salary (which, for the avoidance of doubt, shall mean a 5% or greater reduction in the Base Salary); provided that a reduction in Base Salary that is made in connection with general reduction in the base salary of all senior executives of the Company shall not be considered a reduction in Base Salary giving rise to Good Reason;

(ii) any change in Employee's title or position as Chairman (other than a change to become the non-employee Chairman with the consent of Employee);

(iii) any change in the reporting structure of Employee's position such that Employee is required to report, directly or indirectly, to a person other than the Board or Parent's Board;

(iv) any requirement to permanently relocate to the Company's headquarters; or

(v) any material breach by the Company of this Agreement, including but not limited to a failure to require any successor of the Company to assume the obligations of the Company under this Agreement pursuant to Section 15.

(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 sixty (60) days prior to such termination. During the notice period, Employee shall diligently perform any assigned duties. The Company may make such resignation effective at any point during the notice period. Termination of Employment upon expiration of the Initial Term or any Renewal Term following a decision by Employee not to extend the Term of Employment pursuant to Section 2 shall constitute a termination 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; provided, however, (a) Employee shall be entitled to receive any earned but unpaid Base Salary through the date of termination, (b) Employee shall be entitled to receive any Expenses incurred and unpaid through the date of termination and (c) Employee's rights under the Benefit Plans shall be determined under the provisions of such Benefit Plans (the amounts and rights described in clauses (a) through (c), collectively, the "Accrued Obligations"). Notwithstanding the foregoing, 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) an amount equal to (A) the Employee's Base Salary payable in twelve (12) equal installments during the twelve (12) month period following the date of termination (the "Termination Benefits Period") or (B) two (2) times the Employee's Base Salary if such termination occurs within twenty-four (24) months following a "Change in Control" (as defined below), payable in a single lump sum cash payment following the date of termination, which payments 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) 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"); and (C) the time during which Employee receives the payments pursuant to this Section 6(e)(iv) shall run concurrently with any period for which Employee is eligible to elect health coverage under COBRA.

The Termination Benefits above shall continue so long as Employee remains in compliance with Employee's Continuing Obligations under this Agreement. The Company's liability for Termination Benefits 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)(ii) 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 separation agreement containing 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) (the "Release"), it being understood that no Termination Benefits shall be provided unless and until Employee timely executes and delivers, and does not rescind, the Release, except that the Release shall not require a waiver of any of the Accrued Obligations. The Release 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.

For purposes of this Agreement, “Change in Control” shall mean any of the following:

(i) an acquisition (other than directly from 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,” within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (“Person”), immediately after which such Person has “beneficial ownership,” within the meaning under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (“Beneficial Ownership”) of more than thirty-three percent (33%) of (i) the then-outstanding Shares or (ii) the combined voting power of Parent’s then-outstanding Voting Securities; *provided, however*; that in determining whether a Change in Control has occurred pursuant to this paragraph (i), 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) 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 Parent (for purposes of this definition, a “Related Entity”), (ii) 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 Directors of Parent (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the members of the Board of Directors of Parent 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 “Holding Corporation”) or (ii) if there is one or more than one Holding Corporation, the ultimate Holding Corporation; *provided, however*, that, if the election, or nomination for election by 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 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 Parent or (y) in which securities of Parent 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 Parent 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 Holding Corporation or (2) if there is one or more than one Holding Corporation, the ultimate Holding 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 Holding Corporation, or (2) if there is one or more than one Holding Corporation, the ultimate Holding Corporation; and

(C) no Person other than (1) Parent 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 Parent 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 Holding Corporation, or (y) if there is one or more than one Holding Corporation, the ultimate Holding Corporation;

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

(3) the sale or other disposition of all or substantially all of the assets of Parent and its subsidiaries (as defined in Section 424(f) (or a successor provision to such section) of the Code, and regulations and rulings thereunder, with Parent being treated as the employer corporation for purposes of such definition) taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to 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 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 Parent and, after such share acquisition by 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.

(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 terminate the Employment. In the event of such termination on account of Employee's Disability, the Company Group shall have no further obligations to Employee except the Company shall pay to Employee the Accrued Obligations. 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 mutually acceptable to the Company and Employee or Employee's guardian 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; provided that the Company shall pay to Employee's estate the Accrued Obligations as soon as practicable following Employee's death.

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

7. Restrictive Covenants. In consideration of Employee's employment hereunder, Employee agrees to the following restrictions.

(a) Acknowledgments.

(i) Access to Confidential Information and Relationships. Employee acknowledges and agrees that as a result of Employee's employment with the Company, Employee's knowledge of and access to confidential and proprietary information, and Employee's relationships with the Company Group's customers and employees, Employee would have an unfair competitive advantage if Employee were to engage in activities in violation of the Restrictive Covenants. Employee also acknowledges and agrees that these Restrictive Covenants are necessary to protect the trade secrets of Company.

(ii) No Undue Hardship. Employee acknowledges and agrees that, in the event that his employment with the Company terminates, Employee possesses marketable skills and abilities that will enable Employee to find suitable employment without violating the Restrictive Covenants.

(iii) Voluntary Execution. Employee acknowledges and affirms that he is entering into the Agreement voluntarily and that he has read the Agreement carefully and had a full and reasonable opportunity to consider the Restrictive Covenants (including an opportunity to consult with legal counsel).

(b) **Definitions.** The following capitalized terms used in this Section 7 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(i) “**Competitive Services**” means the business of designing, building, managing, selling or representing (i) wired and wireless networks, (ii) radio frequency wireless networks including macro, metro, DAS and small cell solutions, (iii) indoor network solutions for commercial buildings, data centers, central offices and cable television head ends, (iv) outdoor network solutions for telecom service providers and cable TV networks, including FTTX solutions, (v) appliances at homes that deliver internet or paid TV, (vi) software and appliances in cable and telecom networks to create and manage signals for internet and video, and (vii) appliances in enterprises that deliver wired and wireless connectivity to end users, as well as the business of providing any other activities, products, or services of the type conducted, authorized, offered, or provided by the Company Group as of Employee’s Termination Date, or during the one (1) year immediately prior to Employee’s Termination Date.

(ii) “**Confidential Information**” means any and all data and information relating to the Company Group, their activities, business, or clients that (i) is disclosed to Employee or of which Employee becomes aware as a consequence of his employment with the Company; (ii) has value to the Company Group; and (iii) is not generally known outside of the Company Group. “Confidential Information” shall include, but is not limited to the following types of information regarding, related to, or concerning the Company Group: trade secrets (as defined by N.C. Gen. Stat. § 66-152(3)); financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer lists; customer files, data and financial information; details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; computer aided systems, software, strategies and programs; business acquisition plans; management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); personnel and compensation policies; new personnel acquisition plans; and other similar information. “Confidential Information” also includes combinations of information or materials which individually may be generally known outside of the Company Group, but for which the nature, method, or procedure for combining such information or materials is not generally known outside of the Company Group. In addition to data and information relating to the Company Group, “Confidential Information” also includes any and all data and information relating to or concerning a third party that otherwise meets the definition set forth above, that was provided or made available to the Company Group by such third party, and that the Company Group has a duty or obligation to keep confidential. This definition shall not limit any definition of “confidential information” or any equivalent term under state or federal law. “Confidential Information” shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company Group.

(iii) “**Material Contact**” means (i) having dealings with a customer or potential customer on behalf of the Company Group; (ii) coordinating or supervising dealings with a customer or potential customer on behalf of the Company Group; (iii) obtaining Confidential Information about a customer or potential customer in the ordinary course of business as a result of Employee’s employment with the Company; or (iv) receiving compensation, commissions, or earnings within the one (1) year prior to the Termination Date that resulted from the sale or provision of products or services of the Company Group to a customer.

(iv) "Principal or Representative" means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

(v) "Protected Customer" means any Person to whom the Company Group has sold its products or services or actively solicited to sell its products or services, and with whom Employee has had Material Contact on behalf of the Company Group during his employment with the Company.

(vi) "Restrictive Covenants" means the restrictive covenants contained in Section 7 of this Agreement.

(vii) "Restricted Period" means any time during Employee's employment with the Company, as well as one (1) year from Employee's Termination Date.

(viii) "Termination" means the termination of Employee's employment with the Company, for any reason, whether with or without Cause, upon the initiative of either party.

(ix) "Termination Date" means the date of Employee's Termination.

(x) "Work Product" means all ideas, formulas, recipes, discoveries, trade secrets, inventions, innovations, improvements, developments, methods of doing business, processes, programs, designs, analyses, drawings, reports, blueprints, data, software, source code, object code, firmware, logos and all similar or related information (whether or not patentable and whether or not reduced to practice) which relate to the Company Group's business that are conceived, developed, acquired, contributed to, made or reduced to practice by Employee during the course of his employment with the Company (either solely or jointly with others).

(c) Restriction on Disclosure and Use of Confidential Information. Employee agrees that Employee shall not, directly or indirectly, use any Confidential Information on Employee's own behalf or on behalf of any Person other than Company Group, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by the Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Employee further agrees that he shall fully cooperate with the Company in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Company's rights or Employee's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Employee shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, Employee shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Employee; (ii) reporting possible violations of federal, state, or local law or regulation to any

governmental agency or entity, or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation, and Employee shall not need the prior authorization of the Company to make any such reports or disclosures and shall not be required to notify the Company that Employee has made such reports or disclosures; (iii) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in either event solely for the purpose of reporting or investigating a suspected violation of law; or (iv) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(d) Work Product. Employee acknowledges that all Work Product belongs to the Company Group. Any copyrightable work falling within the definition of Work Product shall be deemed a “work made for hire” under the copyright laws of the United States, and ownership of all rights therein shall vest in the Company Group. To the extent that any Work Product is not deemed to be a “work made for hire,” Employee hereby assigns and agrees to assign to the Company Group all right, title and interest, including without limitation, the intellectual property rights that Employee may have in and to such Work Product. Employee shall during the Restricted Period and thereafter promptly perform all actions reasonably requested by the Company (whether during or after the term of this Agreement) to establish and confirm ownership of such Work Product (including, without limitation, assignments, consents, powers of attorney and other instruments) in the Company Group.

(e) Non-Compete. Employee agrees that, during the Restricted Period, he shall not, without the prior written consent of the Company, directly or indirectly, on his own behalf or as a Principal or Representative of any Person, engage in any Competitive Services anywhere in the United States or in any foreign country in which any member of the Company Group has conducted business, is conducting business or is presently contemplating conducting business.

(f) Non-Solicitation of Protected Customers. Employee agrees that, during the Restricted Period, he shall not, without the prior written consent of the Company, directly or indirectly, on his own behalf or as a Principal or Representative of any Person, solicit, divert, take away, or attempt to solicit, divert, or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services.

(g) Non-Recruitment of Employees and Independent Contractors. Employee agrees that during the Restricted Period, he shall not, directly or indirectly, whether on his own behalf or as a Principal or Representative of any Person, recruit, solicit, induce or hire or attempt to recruit, solicit, induce or hire any employee or independent contractor of the Company Group to terminate his employment or other relationship with the Company Group or to enter into employment or any other kind of business relationship with the Employee or any other Person.

(h) Exceptions. Notwithstanding anything contained in Section 7(e) or (f) to the contrary, Employee may make investments in communications service providers that utilize commercially available products which are manufactured by third parties.

(i) Enforcement of Restrictive Covenants.

(i) Rights and Remedies Upon Breach. The parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants will be inadequate, and that in the event Employee breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Employee from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company Group and that money damages would not provide an adequate remedy to the Company. Employee understands and agrees that if he violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Employee understands and agrees that, if the Parties become involved in legal action regarding the enforcement of the Restrictive Covenants and if the Company prevails in such legal action, the Company will be entitled, in addition to any other remedy, to recover from Employee its reasonable costs and attorneys' fees incurred in enforcing such covenants. The Company's ability to enforce its rights under the Restrictive Covenants or applicable law against Employee shall not be impaired in any way by the existence of a claim or cause of action on the part of Employee based on, or arising out of, this Agreement or any other event or transaction.

(ii) Severability and Modification of Covenants. Employee acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be enforced by the Company to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable

8. Cooperation. 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 8 and such cooperation shall be at reasonable times and upon reasonable advance notice.

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 Group.

9. Governing Law; Waiver of Jury Trial. 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. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each of the parties hereto expressly submits and consents in advance to the sole and exclusive jurisdiction of the state and federal courts located in the State of North Carolina for the purposes of any and all suits, actions or other proceedings or other disputes arising out of, based on or relating to this Agreement. Each of the parties hereto hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding brought in such courts, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, in each case, unless another jurisdiction is required to enforce the rights of Parent and/or the Company under this Agreement. The parties hereto hereby consent to service of process by mail and any other manner permitted by law or this Agreement. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, may be filed, and will be binding and enforceable, in all jurisdictions. Except as otherwise provided in Section 7, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and reasonable expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10. 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 copy to:	Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Suite 4900 Atlanta, GA 30309-3424 Attention: Mike Stevens, Esq.
To Employee:	Claudius E. Watts IV 947 White Point Court Charleston, SC 29412

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.

11. Indemnification. During the Employment, Employee shall be entitled to such rights regarding indemnification and advancement of expenses as are provided in the Indemnification Agreement, dated as of October 24, 2013, by and between Employee and the Company, and as provided under the Company's Certificate of Incorporation or By-laws, as they made be amended from time to time.

12. Scope of Agreement. The parties acknowledge that the provisions of Section 7 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 Employment 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 the Company Group, and represents that the Agreement is intended to be, and shall be, fully enforceable and effective in accordance with its terms.

13. Severability. The existence of any claim or cause of action which Employee may have against the Company or Parent shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.

14. 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.

15. Miscellaneous. This Agreement 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.

16. Certain Definitions. For purposes of this Agreement, the term "subsidiary" of a Person means any corporation more than 50% of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50% of whose total equity interests, is directly or indirectly owned by such Person.

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 Group, nor their 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), (f) or (g) and any other amount or benefit under this Agreement, constitutes non-exempt “deferred compensation” for purposes of Section 409A of the Code (“Non-Exempt Deferred Compensation”) and that would otherwise be payable or distributable hereunder by reason of Employee’s termination of Employment, such amounts will not be payable or distributable to Employee unless the circumstances giving rise to such termination of Employment meet any description or definition of “separation from service” 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 upon Employee’s termination of Employment or the determination of the amounts owed to him due to such termination. If this provision prevents the payment or distribution of any amount or benefit, 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.”

(c) Whenever in this Agreement the provision of payment or benefit is conditioned on Employee’s execution and non-revocation of the Release, provided that the Release has been timely delivered to Employee not later than ten (10) days after the date of termination of Employment, such Release must be executed, and all applicable revocation periods shall have expired, within sixty (60) days after the date of termination of Employee’s Employment, failing which such payment or benefit shall be forfeited. If such payment or benefit constitutes Non-Exempt Deferred Compensation, and if such 60-day period begins in one calendar year and ends in the next calendar year, the payment or benefit shall not be made or commence before the second such calendar year, even if the Release becomes irrevocable in the first such calendar year. In other words, Employee is not permitted to influence the calendar year of payment based on the timing of the signing of the Release by Employee.

(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.

(e) Each payment of termination benefits under Section 6 of this Agreement, including, without limitation, each payment of COBRA Cost under Section 6(e)(iii), 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.

(f) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute Non-Exempt Deferred Compensation 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 below), 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.

18. Limitation of Benefits.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any benefit, payment or distribution by the Company, Parent or any of their direct and/or indirect subsidiaries to or for the benefit of Employee (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 18) (such benefits, payments or distributions are hereinafter referred to as “Payments”) would, if paid, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then, prior to the making of any Payments to Employee, a calculation shall be made comparing (i) the net after-tax benefit to Employee of the Payments after payment by Employee of the Excise Tax, to (ii) the net after-tax benefit to Employee if the Payments had been limited to the extent necessary to avoid being subject to the Excise Tax. If the amount calculated under (i) above is less than the amount calculated under (ii) above, then the Payments shall be limited to the extent necessary to avoid being subject to the Excise Tax (the “Reduced Amount”). The reduction of the Payments due hereunder, if applicable, shall be made by first reducing cash Payments and then, to the extent necessary, reducing those Payments having the next highest ratio of Parachute Value to actual present value of such Payments as of the date of the change of control, as determined by the Determination Firm (as defined in Section 18(b) below). For purposes of this Section 18, present value shall be determined in accordance with Section 280G(d)(4) of the Code. For purposes of this Section 18, the “Parachute Value” of a Payment means the present value as of the date of the change of control of the portion of such Payment that constitutes a “parachute payment” under Section 280G(b)(2) of the Code, as determined by the Determination Firm for purposes of determining whether and to what extent the Excise Tax will apply to such Payment.

(b) All determinations required to be made under this Section 18, including whether an Excise Tax would otherwise be imposed, whether the Payments shall be reduced, the amount of the Reduced Amount, and the assumptions to be used in arriving at such determinations, shall be made by an independent, nationally recognized accounting firm or compensation consulting firm mutually acceptable to the Company and Employee (the “Determination Firm”) which shall provide detailed supporting calculations both to the Company and Employee. All fees and expenses of the Determination Firm shall be borne solely by the Company. Any determination by the Determination Firm shall be binding upon the Company and Employee. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Determination Firm hereunder, it is possible that Payments hereunder will have been unnecessarily limited by this Section 18 (“Underpayment”), consistent with the calculations required to be made hereunder. The Determination Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Employee, but no later than March 15 of the year after the year in which the Underpayment is determined to exist, which is when the legally binding right to such Underpayment arises.

19. 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.

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 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 such amounts shall not be reduced whether or not Employee obtains other employment.

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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

EMPLOYEE

/s/ Claudius E. Watts IV
Claudius E. Watts IV

News Release

CommScope Announces Leadership Transition

Charles Treadway Appointed President and CEO; Eddie Edwards to Step Down

*Frank M. Drendel Named Chairman Emeritus;
Board Elects Bud Watts Chairman*

Reaffirms Third Quarter 2020 Outlook

HICKORY, N.C. October 1, 2020— CommScope Holding Company, Inc. (NASDAQ: COMM), a global leader in connectivity solutions for communications networks, this morning announced that Eddie Edwards, President and Chief Executive Officer, is stepping down today after 15 years of service to the Company. Succeeding Mr. Edwards is Charles “Chuck” Treadway, who has been appointed as President, Chief Executive Officer and a member of the CommScope Board of Directors. This leadership transition is the result of the Company’s ongoing succession planning program led by the Board of Directors.

With experience successfully growing multiple global businesses in a range of industries, Mr. Treadway brings to CommScope significant strategic, operational and go-to-market expertise. He has served 17 of the last 20 years as CEO of global businesses located in the U.S., China, and Latin America. In each of his CEO assignments, Mr. Treadway led efforts that generated highly profitable, above-market growth. Most recently, Mr. Treadway served as CEO of Accudyne Industries, where he drove significant revenue growth and margin expansion with strategic focus, product innovation, improved sales and marketing efforts, and disciplined execution.

The Company also announced that Frank M. Drendel, in recognition of his unique status and distinguished service to CommScope, has been named Chairman Emeritus. Mr. Drendel founded CommScope in 1976 and has served continuously as its CEO and/or Chairman of the Board since. In those capacities, Mr. Drendel has advanced the evolution of CommScope from a small coaxial cable business established at his kitchen table into the diversified, global communications infrastructure business that it is today.

Mr. Drendel will remain on the Board and is succeeded today as Chairman by Bud Watts. Mr. Watts has a long history of service to CommScope, most recently as the Board's Lead Independent Director. Mr. Watts will work with Mr. Treadway and the management team on strategic, corporate development and capital structure matters. Considering his active engagement, Mr. Watts will become an employee of the Company. As a result, the independent directors on the CommScope Board elected Timothy T. Yates as the new Lead Independent Director.

"We are pleased to welcome Chuck to CommScope," said Mr. Watts. "Chuck is a tested and proven leader who brings extensive global business experience and strong strategic, operational, and go-to-market acumen to CommScope. This is a critical time in the Company's history. Never has the need for advanced, reliable network infrastructure been more vital to consumers and businesses, nor offered CommScope greater potential opportunities for growth. Chuck has a growth mindset and an impressive record of generating above-market revenue performance and market share gains. We believe Chuck is uniquely qualified to lead CommScope in fulfilling its full strategic potential. The Board and I look forward to working actively with Chuck to help CommScope grow, prosper, and create significant value for our customers, shareholders, employees, and partners."

Mr. Watts continued, "On behalf of the Board and entire management team, I want to sincerely thank Eddie for his many years of dedicated service to CommScope. As CEO over the last decade, he has reshaped the Company's portfolio, enhanced our reach into growing markets, and driven the introduction of industry-leading technologies that position the Company squarely at the center of the 5G revolution. Eddie's leadership has been instrumental in building the strong foundation from which CommScope can forge ahead, and his impact on the Company will be felt for many years to come. We will all miss him. We wish Eddie the best as he moves into his retirement years and enjoys the well-deserved opportunity to spend more time with his growing family."

Mr. Edwards stated, "It has been my great privilege to serve as CommScope's CEO and to work with such an incredibly talented team to advance our mission of serving customers in developing the most advanced networks in the world. As a team, we have transformed the company from a structured cable and connectivity business to an industry-leading provider in virtually all aspects of telecommunications and broadband networks. I expect the Company will continue to advance under Chuck's leadership, and I look forward to the Company's future successes."

Mr. Drendel said, "Since founding CommScope nearly 45 years ago, we have worked as a team to continuously adapt to the dynamic communications landscape while staying true to our purpose, vision and values. Eddie has played a significant role at CommScope, and we are grateful for his dedication and guidance over the years. Our successes are a testament to his leadership, the resilience of our business, and our relentless commitment to putting the customer first each step of the way. I've seen this business and industry evolve over the last few decades, and I'm confident that under Chuck's leadership, the best is yet to come."

“I’m excited to join CommScope, a company with a legacy of innovation and industry leadership,” said Mr. Treadway. “I have great respect for all that CommScope has accomplished throughout its rich history, and for the team’s relentless focus on delivering for customers while aggressively managing its cost structure during these recent challenging times. The COVID-19 pandemic has highlighted the importance of reliable network connectivity, and the need for products and services that will continue to push the boundaries of reliability, efficiency and collaboration for customers around the world. I look forward to working alongside the entire CommScope team to drive growth, operational excellence, and value for all our stakeholders.”

Company Outlook

The Company also today reaffirmed its outlook for the third quarter of 2020, originally provided on August 6, 2020. The Company expects third quarter sales and non-GAAP adjusted EBITDA to improve modestly compared to the second quarter.

Inducement Grant Under Nasdaq Listing Rule 5635(c)(4)

In connection with Mr. Treadway’s appointment as President and Chief Executive Officer of CommScope, the Compensation Committee of the CommScope Board of Directors granted to Mr. Treadway, effective today, 500,000 restricted stock units, which will vest in equal annual installments on the first three anniversaries of the grant date subject to Mr. Treadway’s continued service with CommScope, and 1,100,000 performance share units that may be earned based upon the achievement of certain hurdles relating to CommScope’s stock price, and his continued service with CommScope, over a four-year period. The restricted stock units and performance share units were negotiated and approved as an inducement to Mr. Treadway’s entering into employment with CommScope in accordance with NASDAQ Listing Rule 5635(c)(4).

About Charles Treadway

As noted above, Mr. Treadway most recently served as CEO of Accudyne Industries from 2016 to 2020. Prior to his role at Accudyne Industries, Mr. Treadway held various leadership positions at Thomas & Betts, including President and Chief Executive Officer from 2012 to 2016, President and Chief Operating Officer from 2011 to 2012 and Group President of Electrical from 2009 to 2011. He previously served in several management and executive positions at Schneider Electric S.A., Prettl International, Inc. and Yale Security, Inc. Mr. Treadway earned his Bachelor and Master of Science degrees in electrical engineering from the University of Louisiana-Lafayette and Clemson University, respectively, and a M.B.A. from Harvard Business School.

About CommScope:

CommScope (NASDAQ: COMM) is pushing the boundaries of technology to create the world's most advanced wired and wireless networks. Our global team of employees, innovators and technologists empower customers to anticipate what's next and invent what's possible. Discover more at www.commscope.com.

Forward Looking Statements

This press release or any other oral or written statements made by us or on our behalf may include forward-looking statements that reflect our current views with respect to future events and financial performance. These statements may discuss goals, intentions or expectations as to future plans, trends, events, results of operations or financial condition or otherwise, in each case, based on current beliefs of management, as well as assumptions made by, and information currently available to, such management. These forward-looking statements are generally identified by their use of such terms and phrases as "intend," "goal," "estimate," "expect," "project," "projections," "plans," "potential," "anticipate," "should," "could," "designed to," "foreseeable future," "believe," "think," "scheduled," "outlook," "target," "guidance" and similar expressions, although not all forward-looking statements contain such terms. This list of indicative terms and phrases is not intended to be all-inclusive.

These forward-looking statements are subject to various risks and uncertainties, many of which are outside our control, including, without limitation, risks related to the ARRIS acquisition (including risks associated with the integration of the business and systems and that we may not realize estimated cost savings, synergies, growth or other anticipated benefits); our dependence on customers' capital spending on data and communication systems; concentration of sales among a limited number of customers and channel partners; changes in technology; the scope, duration and impact of disease outbreaks and pandemics, such as COVID-19, on our business including employees, sites, operations, customers and supply chain; industry competition and the ability to retain customers through product innovation, introduction, and marketing; risks associated with our sales through channel partners; changes to the regulatory environment in which our customers operate; product quality or performance issues and associated warranty claims; our ability to maintain effective management information technology systems and to successfully implement major systems initiatives; cyber-security incidents, including data security breaches, ransomware or computer viruses; the risk our global manufacturing operations suffer production or shipping delays, causing difficulty in meeting customer demands; the risk that internal production capacity or that of contract manufacturers may be insufficient to meet customer demand or quality standards; the use of

open standards; the long-term impact of climate change; changes in cost and availability of key raw materials, components and commodities and the potential effect on customer pricing; risks associated with our dependence on a limited number of key suppliers for certain raw materials and components; the risk that contract manufacturers we rely on encounter production, quality, financial or other difficulties; our ability to integrate and fully realize anticipated benefits from prior or future divestitures, acquisitions or equity investments; potential difficulties in realigning global manufacturing capacity and capabilities among our global manufacturing facilities or those of our contract manufacturers that may affect our ability to meet customer demands for products; possible future restructuring actions; substantial indebtedness and restrictive debt covenants; our ability to incur additional indebtedness; our ability to generate cash to service our indebtedness; possible future impairment charges for fixed or intangible assets, including goodwill; income tax rate variability and ability to recover amounts recorded as deferred tax assets; our ability to attract and retain qualified key employees; labor unrest; obligations under our defined benefit employee benefit plans requiring plan contributions in excess of current estimates; significant international operations exposing us to economic, political and other risks, including the impact of variability in foreign exchange rates; our ability to comply with governmental anti-corruption laws and regulations and export and import controls worldwide; our ability to compete in international markets due to export and import controls to which we may be subject; the impact of Brexit; changes in the laws and policies in the United States affecting trade, including the risk and uncertainty related to tariffs or a potential global trade war that may impact our products; cost of protecting or defending intellectual property; costs and challenges of compliance with domestic and foreign environmental laws; the impact of litigation and similar regulatory proceedings that we are involved in or may become involved in, including the costs of such litigation; risks associated with stockholder activism, which could cause us to incur significant expense, hinder execution of our business strategy and impact the trading value of our securities; and other factors beyond our control. These and other factors are discussed in greater detail in our 2019 Annual Report on Form 10-K and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, and may be updated from time to time in our annual reports, quarterly reports, current reports and other filings we make with the Securities and Exchange Commission.

Although the information contained in this press release represents our best judgment as of the date of this release based on information currently available and reasonable assumptions, we can give no assurance that the expectations will be attained or that any deviation will not be material. Given these uncertainties, we caution you not to place undue reliance on these forward-looking statements, which speak only as of the date made. We are not undertaking any duty or obligation to update this information to reflect developments or information obtained after the date of this press release, except as otherwise may be required by law.

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