Devlin William R
Form 4
October 31, 2017

FORM 4

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

OMB APPROVAL
OMB Number: 3235-0287
Expires: January 31, 2005
Estimated average burden hours per response... 0.5

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Devlin William R

(Last) (First) (Middle)

3811 TURTLE CREEK BLVD, STE 1100

(Street)

DALLAS, TX 75219

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
EAGLE MATERIALS INC [EXP]

3. Date of Earliest Transaction (Month/Day/Year)
10/27/2017

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

_____ Director _____ 10% Owner
__X__ Officer (give title below) _____ Other (specify below)
SVP, Controller

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	10/27/2017		S		7,183	D	$ 107	28,321	D	
Common Stock								1,890	I	By 401(k)

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Underlying Securities (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Nu Deriv Secur Bene Owne Follo Repo Trans (Instr
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares		

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Devlin William R 3811 TURTLE CREEK BLVD, STE 1100 DALLAS, TX 75219			SVP, Controller	

Signatures

/s/ Scott M. Wilson as Attorney-in Fact for William R. Devlin	10/31/2017
**Signature of Reporting Person	Date

Explanation of Responses:

* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. e event of a change in control of the Company during the "performance year" (i.e., fiscal year 2007), all performance share units granted pursuant to those award agreements will become immediately vested, without regard to satisfaction of the performance goals. Pursuant to the terms of these agreements, in the event of a change in control following completion of the performance year, but before the date they would have otherwise vested, the number of units with respect to which the performance goals were satisfied will become immediately vested.

Effect of Voluntary Retirement. The option award agreements under which the named executive officers received grants in December 2005 pursuant to the 1997 LTIP provide that, in the event of the grantee's retirement after age 55 with 10 years of service, or after age 65 without regard to service ("Retirement"), the option remains outstanding and will be eligible to vest over its three-year term, provided the executive complies with non-competition and non-solicitation covenants for two years, and perpetual confidentiality and non-disparagement covenants ("Restrictive Covenants"). The performance share award agreements under which the named executive officers received grants in December 2005 pursuant to the 1997 LTIP provide that, in the event of the grantee's Retirement, the award remains

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Explanation of Responses:

outstanding and the executive will vest in the number of shares with respect to which the performance goals were satisfied on the third anniversary of the date of grant, provided the executive complies with the Restrictive Covenants.

The option award agreements under which the named executive officers received grants in December 2006 pursuant to the 2006 LTIP provide that, in the event of the grantee's Retirement, the executive is eligible to vest in a pro rata portion (based on when during the year the grantee retires) of the number of options that would have become vested on the next occurring anniversary of the grant date, and that portion remains outstanding and vests provided the grantee complies with the Restrictive Covenants. The performance share unit award agreements under which the named executive officers received grants in 2006 pursuant to the 2006 LTIP provide that, in the event of the grantee's Retirement, a pro rata portion (based on the number of months that have elapsed from the date of grant through the termination date) of the units remain outstanding and, on the third anniversary of the date of grant, the executive will vest in that part of the pro rata portion of units with respect to which the performance goals were satisfied, provided the executive complies with the Restrictive Covenants.

Effect of Termination Due to Death or Disability. Pursuant to the terms of the both the option and performance share award agreements under which the named executive officers received grants in December 2005 pursuant to the 1997 LTIP, in the event of termination due to death or disability, those awards immediately vest, but in the case of performance share awards, only those awards with respect to which the 2006 fiscal year performance goals were satisfied.

Pursuant to the terms of the option and performance share unit award agreements under which the named executive officers received grants in December 2006 pursuant to the 2006 LTIP, in the event of termination due to death or disability, those awards immediately vest, and in the case of performance share awards, without regard to satisfaction of performance goals. If, however, the death or disability occurred following the completion of the 2006 performance year, only those performance share unit awards with respect to which performance goals were satisfied would vest.

The following table sets forth the intrinsic value (i.e., the value based upon the company's closing stock price on December 31, 2007, or in the case of options, the excess of the closing price over the exercise price) of equity awards that would become vested upon a change in control on December 31, 2007, or a termination of employment on December 31, 2007. Where applicable awards would become eligible to vest due to the December 31, 2007 event, but would not actually become vested until their original vesting date depending on whether the named executive officers complied with the Restrictive Covenants, this table assumes compliance. It does not take into account any present value discount to reflect the fact that the award would not actually become vested until such vesting date.

	Change in Control		**Retirement(1)**		**Death or Disability**	
	Options	**Performance Awards(2)**	**Options**	**Performance Awards(2)(3)**	**Options**	**Performance Awards(2)**
Frank M. Drendel	$ 1,370,637	$ 4,763,528	$ 730,537	$ 4,049,983	$ 1,370,637	$ 4,763,528
Jearld L. Leonhardt	$ 308,540	$ 1,058,015	$ 158,220	$ 890,701	$ 308,540	$ 1,058,015
Brian D. Garrett	$ 476,841	$ 1,596,865	$ 227,573	$ 1,318,829	$ 476,841	$ 1,596,865
Randall W. Crenshaw	$ 125,518	$ 897,590			$ 125,518	$ 897,590
Edward A. Hally	$ 99,828	$ 711,577			$ 99,828	$ 711,577

(1) Because Messrs. Crenshaw and Hally were not retirement eligible on December 31, 2007, none of their equity would accelerate.

(2) With respect to the performance unit awards granted in December 2005, the amount reflected is based on the maximum level of performance.

(3)

With respect to the performance unit awards granted in December 2006, the amount reflected is based on the maximum level of performance.

Other Arrangements

AIP. Pursuant to the terms of the AIP, in the event of a change in control of the Company (as defined in the AIP), within 60 days thereafter, the Company will pay to each participant immediately prior to such change in control (regardless of whether such participant remains in the employ of the Company following the change in control) a pro rata portion of his or her incentive award for the performance year, assuming that all performance percentages are 100%. Outside the context of a change in control, participants are eligible to receive a pro rata portion of their award if their employment is terminated due to death, disability or retirement (at age 65, or earlier with prior approval of the Company) as long as they had active service for at least three months during the performance period. Accordingly, assuming a change in control, death or disability on December 31, 2007, or, in the case of Messrs. Drendel, Leonhard or Garrett, retirement on December 31, 2007, the payments in respect of AIP awards to the named executive officers would be as follows: $820,388 for Mr. Drendel, $253,004 for Mr. Leonhardt, $427,789 for Mr. Garrett, $212,850 for Mr. Crenshaw and $193,148 for Mr. Hally.

SERP. Pursuant to the terms of the SERP, a participant generally will receive the full value of his or her account balance upon termination for any reason once he or she is eligible for Retirement. Messrs. Drendel, Leonhardt and Garrett are currently vested in their SERP accounts, so would receive the amounts shown in the column of the Nonqualified Deferred Compensation table entitled "Aggregate balance at last fiscal year end" were their employment terminated for any reason on December 31, 2007.

Messrs. Crenshaw and Hally are currently not eligible for Retirement, but would receive the full value of their SERP accounts in several scenarios occurring on December 31, 2007, with such value shown in the column of the Nonqualified Deferred Compensation table entitled "Aggregate balance at last fiscal year end." In the event of a change in control (as defined in the SERP), each participant who is employed by the Company immediately prior to that change in control will receive the full value of his or her account balance in a single lump sum if their employment is terminated for any reason other than by the Company for cause within two years of the date of the change in control. They would also receive their account balances if their employment were terminated on December 31, 2007 due to disability or death (if survived by their respective beneficiaries), or by the Company without cause.

Payment to the SERP participants generally occurs on the next following January 31 or July 31, except that payments resulting from termination following a change in control or terminations due to disability are paid as soon as practicable following such termination. Participants may generally defer receipt of his or her account balance in accordance with the subsequent deferral rules under Section 409A of the Internal Revenue Code

COMPENSATION COMMITTEE REPORT ON COMPENSATION OF EXECUTIVE OFFICERS

The Compensation Committee of the Board of Directors of the Company has reviewed and discussed the Compensation Discussion and Analysis with management. Based on the review and discussions, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement.

Respectfully submitted,

COMPENSATION COMMITTEE

June E. Travis, Chairperson
Boyd L. George
George N. Hutton, Jr.
Katsuhiko Okubo
Richard C. Smith
James N. Whitson

REPORT OF THE AUDIT COMMITTEE

The Audit Committee of the Board of Directors is providing this report to enable stockholders to understand how it monitors and oversees the Company's financial reporting process. The Audit Committee consists of six directors, all of whom are independent within the meaning of NYSE rules and the Company's Corporate Governance Guidelines, and operates pursuant to an Audit Committee Charter that is reviewed annually by the Audit Committee and updated as appropriate.

This report confirms that the Audit Committee has: (i) reviewed and discussed the audited financial statements for the year ended December 31, 2007 with management and the Company's independent public accountants; (ii) discussed with the Company's independent public accountants the matters required to be reviewed pursuant to the Statement on Auditing Standards No. 61 (Communications with Audit Committees); (iii) reviewed the written disclosures and letter from the Company's independent public accountants as required by Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees); and (iv) discussed with the Company's independent public accountants their independence from the Company.

The Audit Committee of the Board of Directors has considered whether the provision of non-audit professional services rendered by Deloitte & Touche LLP, and disclosed elsewhere in this proxy statement, is compatible with maintaining their independence.

Based upon the above review and discussions, the Audit Committee recommended to the Board of Directors that the audited financial statements for the year ended December 31, 2007 be included in the Company's Annual Report on Form 10-K for filing with the Securities and Exchange Commission.

Respectfully submitted,

AUDIT COMMITTEE

Richard C. Smith, Chairman
Boyd L. George
George N. Hutton, Jr.
Katsuhiko Okubo
June E. Travis
James N. Whitson

BENEFICIAL OWNERSHIP OF COMMON STOCK

The table below sets forth information as to the beneficial ownership of Common Stock (i) as of February 29, 2008 (except as otherwise specified) by all current directors and the persons listed in the Summary Compensation Table as well as by current directors and executive officers of the Company as a group and (ii) to the best knowledge of the Company's management, based on filings with the Commission pursuant to Section 13(d) or (g) under the Exchange Act, beneficial owners of more than 5% of the outstanding Common Stock. Unless otherwise specified, the address of each person in the table below is in care of the Company.

Name and Address	Shares of Common Stock Beneficially Owned(1)	% of Shares Outstanding Beneficially Owned
Randall W. Crenshaw(2)(3)	24,959	*
Frank M. Drendel(4)(3)	1,397,013	2.05%
Brian D. Garrett(5)(3)	427,598	*
Boyd L. George(6)	55,334	*
Edward A. Hally(7)(3)	5,166	*
George N. Hutton, Jr.(8)	28,667	*
Jearld L. Leonhardt(9)(3)	237,120	*
Katsuhiko Okubo(10)	11,334	*
Richard C. Smith(11)	21,000	*
June E. Travis(12)	57,000	*
James N. Whitson(13)	53,334	*
All current directors and executive officers of the Company as a group (16 persons)(14)	2,444,066	3.54%
Barclays Global Investors, NA(15) 45 Fremont Street San Francisco, CA 94105	5,999,812	8.90%
Wellington Management Company, LLP(16) 75 State Street Boston, Massachusetts 02109.	5,332,243	7.91%
Janus Capital Management LLC(17) 151 Detroit Street Denver, Colorado 80206	4,163,095	6.18%

*
The percentage of shares of the Common Stock beneficially owned does not exceed one percent of the shares of Common Stock outstanding.

(1) For purposes of this table, a person or group of persons is deemed to have "beneficial ownership" of any shares of Common Stock which such person has the right to acquire within 60 days following February 29, 2008. For purposes of computing the percentage of outstanding shares of Common Stock held by each person or group of persons named above, any security which such person or persons has or have the right to acquire within 60 days following February 29, 2008 is deemed to be outstanding, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The table does not include shares of Common Stock subject to options to be awarded in the future under the 2006 LTIP.

(2)
Includes 21,860 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(3)
Includes the number of shares of Common Stock which were held by the trustee of the Employees Retirement Savings Plan and were allocated to the individual's respective account under the Employees Retirement Savings Plan as of February 29, 2008 as follows: Frank M. Drendel, 2,490 shares; Brian D. Garrett, 2,381 shares; Jearld L. Leonhardt, 3,092 shares; Randall W. Crenshaw, 2,999 shares; and Edward A. Hally, 229 shares.

(4)
Includes 820,001 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008. Also includes 100 shares held by the spouse of Frank M. Drendel and 112,000 shares owned by Drendel Investments, LLC.

(5)
Includes 425,117 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(6)
Includes 47,334 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(7)
Includes 4,937 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(8)
Includes 27,334 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(9)
Includes 197,600 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008. Also includes 1,000 shares held by the spouse of Jearld L. Leonhardt.

(10)
Includes 10,334 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(11)
Includes 20,000 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(12)
Includes 45,000 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(13)
Includes 47,334 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008.

(14)
Includes 1,744,647 shares subject to options which are exercisable for Common Stock currently or within 60 days of February 29, 2008. Includes an aggregate of 39,541 shares of Common Stock which were held by the trustees of the Employees Retirement Savings Plan and were allocated to the current officers' respective accounts under the Employees Retirement Savings Plan as of February 29, 2008.

(15)
Based on information provided in a Schedule 13G filed jointly by Barclay Global Investors, NA, Barclays Global Fund Advisors, Barclays Global Investors, Ltd, Barclays Global Investors Japan Trust and Banking Company Limited, Barclays Global Investors Japan Limited, Barclays Global Investors Canada Limited, Barclays Global Investors Australia Limited and Barclays Global Investors (Deutschland) AG with the Commission on February 5, 2008, reporting beneficial ownership of Common Stock as of December 31, 2007. According to the Schedule 13G, the shares of Common Stock reported beneficially owned were held by these entities in trust accounts for the beneficiaries of those accounts. These entities in the aggregate have sole voting power with respect to 5,212,143 shares of Common Stock and sole dispositive power with respect to 5,999,812 shares of Common Stock.

(16)

Based on information provided in a Schedule 13G filed by Wellington Management Company, LLP ("Wellington Management") with the Commission on February 14, 2008, reporting beneficial ownership of Common Stock as of December 31, 2007. According to the Schedule 13G, Wellington Management, in its capacity as investment adviser, may be deemed to own 5,332,243 shares of Common Stock which are held of record by clients of Wellington Management. Wellington Management has shared voting power with respect to 4,268,921 shares of Common Stock and shared dispositive power with respect to 5,332,243 shares of Common Stock.

(17)

Based on information provided in a Schedule 13G filed jointly by Janus Capital Management LLC ("Janus") and Enhanced Investment Technologies LLC ("INTECH") with the Commission on February 14, 2008, reporting beneficial ownership of Common Stock as of December 31, 2007. According to the Schedule 13G: (i) Janus Capital has an indirect 86.5% ownership stake in INTECH and an indirect 30% ownership stake in Perkins, Wolf, McDonnell and Company, LLC ("Perkins Wolf"); (ii) due to the above ownership structure, holdings for Janus Capital, Perkins Wolf and INTECH are aggregated for purposes of the Schedule 13G filing; (iii) Janus Capital, Perkins Wolf and INTECH are registered investment advisers, each furnishing investment advice to various investment companies registered under Section 8 of the Investment Company Act of 1940 and to individual and institutional clients (collectively referred to herein as "Managed Portfolios"); (iv) as a result of its role as investment adviser or sub-adviser to the Managed Portfolios, Janus Capital may be deemed to be the beneficial owner of (with sole voting an dispositive power with respect to) 2,762,600 shares of Common Stock held by such Managed Portfolios; and (v) as a result of its role as investment adviser or sub-adviser to the Managed Portfolios, INTECH may be deemed to be the beneficial owner of (with sole voting an dispositive power with respect to) 1,400,495 shares of Common Stock held by such Managed Portfolios.

PROPOSAL TWO: RE-APPROVAL OF MATERIAL TERMS OF PERFORMANCE GOALS UNDER THE ANNUAL INCENTIVE PLAN

Purpose of the Proposal

Section 162(m) of the Internal Revenue Code and the regulations promulgated thereunder (the "Code") provide that the Company may not deduct remuneration in excess of $1 million for services performed by any employee who, on the last day of the taxable year, was the chief executive officer or whose compensation is reported in the Summary Compensation Table by reason of being among the three highest compensation executive officers of the Company. The deduction limit described in the preceding sentences will not apply, however, to any compensation that constitutes "qualified performance-based compensation." "Qualified performance-based compensation," which can include compensation derived from cash bonus compensation, is compensation that meets certain conditions under the Internal Revenue Code and the regulations thereunder. One of these conditions is periodic stockholder approval of the material terms of the performance goals under which the compensation is paid.

The Company's Annual Incentive Plan (the "AIP") contains features designed to comply with this exemption for "qualified performance-based compensation." As such, the Company asks that the stockholders re-approve the material terms of the performance goals to which cash awards may be subject under the AIP to give the Compensation Committee the ability to structure cash bonuses for executive officers who are subject to Section 16 of the Securities Exchange Act of 1934 or who the Compensation Committee determines at the beginning of the year may be subject to Section 162(m) of the Code as of the end of the performance period (each, an "Executive Officer" for purposes of this Proposal Two) as "qualified performance-based compensation." If the Company's stockholders do not approve these material terms at the Annual Meeting, no cash bonuses will be made under the AIP to Executive Officers if such payment would not be deductible to the Company by reason of the application of Section 162(m) of the Code.

Material Terms of the Performance Goals

The material terms of the performance goals for cash bonus awards under the AIP consist of (i) the class of employees eligible to receive these awards; (ii) the types of business criteria on which the payouts are based; and (iii) the maximum amounts that can be paid during a specified period to any employee for these types of awards under the AIP.

Eligible Class. Any of the Company's and its subsidiaries' approximately 875 exempt employees are currently eligible to participate in the AIP for any performance period and for performance periods beginning in 2009 approximately 700 employees of the Andrew Corporation are expected to participate. However, participation is generally limited to those key employees who, because of their significant impact on the current and future success of the Company, the Compensation Committee selects. Under the AIP, Executive Officer means any employee who, as of the beginning of the performance period is an officer subject to Section 16 of the 1934 Act, and (ii) who, prior to determining target awards for the performance period, the Compensation Committee designates as an Executive Officer for purposes of this Plan. If the Compensation Committee does not make the designation in clause (ii) for a performance period, all employees described in clause (i) shall be deemed to be Executive Officers for purposes of this Plan.

Business Criteria. To determine the payments of cash bonuses subject to performance goals, the Compensation Committee sets performance goals, target award percentages and financial targets with respect to the Executive Officers of the Company and the Chief Executive Officer sets performance goals, target award percentages and financial targets with respect to all other employees. These goals, percentages and targets will be used to determine awards for specified performance periods, generally one-year in duration unless otherwise designated by the Compensation Committee. Financial targets, for any performance period, may be expressed in terms of (i) stock price, (ii) earnings per share, (iii) operating income, (iv) return on equity or assets, (v) cash flow, (vi) earnings before interest, taxes, depreciation and amortization (EBITDA), (vii) revenues, (viii) overall revenue or sales growth, (ix) expense reduction or management, (x) market position, (xi) total shareholder return, (xii) return on investment, (xiii) earnings before interest and taxes (EBIT), (xiv) net income, (xv) return on net assets, (xvi) economic value added, (xvii) shareholder value added, (xviii) cash flow return on investment, (xix) net operating profit, (xx) net operating profit after tax, (xxi) return on capital, (xxii) return on invested capital, or (xxiii) any combination, including one or more ratios, of the foregoing. Generally, a participant earns an award for a performance period based on the Company's and/or his or her operating unit's achievement of the applicable financial target(s). In addition, the award for any participant (other than an Executive Officer) may be adjusted based on the participant's personal performance.

Such performance goals may be absolute or relative (to prior performance or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range. To the extent permitted under Section 162(m) of the Code without adversely affecting the treatment of the cash bonus award as "qualified performance-based compensation," the Compensation Committee may provide for the manner in which performance will be measured against the performance goals (or may adjust the performance goals) to reflect the impact of specified corporate transactions, special charges, foreign currency effects, accounting or tax law changes and other extraordinary or nonrecurring events.

Maximum Amounts. The maximum award an Executive Officer may receive for any performance period is $4 million. There is no maximum award for participants other than the Executive Officers.

Other Material Features of the Annual Incentive Plan

General

The AIP is intended to provide a means of annually rewarding certain employees based on the performance of the Company and/or its operating units. The AIP is designed to qualify the compensation payable to an Executive Officer under the AIP as "qualified performance-based compensation" eligible for exclusion from the tax deduction limitation of Section 162(m) of the Code. The re-approval by stockholders of the material terms of the performance goals, and the certification by the Compensation Committee that the performance goals and other material terms were in fact satisfied, will be a condition to the payment of compensation to the Executive Officers pursuant to the AIP.

The principal provisions of the AIP are summarized below. This summary, however, does not purport to be complete and is qualified in its entirety by the terms of the AIP, included as Appendix A to this Proxy Statement.

Purpose

The purpose of the AIP is to enhance the Company's ability to attract, motivate, reward and retain key employees, to strengthen their commitment to the success of the Company and to align their interests with those of the Company's stockholders by providing additional compensation to designated key employees of the Company based on the achievement of performance objectives. To this end, the AIP provides a means of annually rewarding participants primarily based on the performance of the Company and/or its operating units and secondarily based on the achievement of personal performance objectives.

As discussed above, any of the approximately 875 exempt employees of the Company and its subsidiaries are currently eligible to participate in the AIP for any performance period and for performance periods beginning in 2009 approximately 700 employees of the Andrew Corporation are expected to become eligible to participate. However, participation is generally limited to those key employees who, because of their significant impact on the current and future success of the Company, as selected by the Compensation Committee.

Generally, to be eligible to receive an award in respect of any performance period, an employee shall have had at least three months active tenure during such performance period and be actively employed by the Company on the award payment date. If an employee other than an Executive Officer becomes a participant during a performance period, such participant's award will be prorated based on the number of days that he or she is a participant, unless the Compensation Committee otherwise determines.

Administration

The AIP will be administered by the Compensation Committee with respect to participants who are Executive Officers; provided, however, that with respect to Employees who are not Executive Officers, the Compensation Committee may delegate to the CEO the authority and responsibility to administer the Plan to the same extent as the Compensation Committee (or to such lesser extent as the Compensation Committee may provide). Each member of the Compensation Committee is an "outside director" within the meaning of the regulations promulgated under Section 162(m) of the Code. The Compensation Committee shall have full authority to establish the rules and regulations relating to the AIP, to interpret the AIP and those rules and regulations, to select participants in the AIP, to determine the Company's and, if applicable, operating unit's financial target(s) and each participant's target award percentage for each performance period, to approve all the awards, to decide the facts in any case arising under the AIP and to make all other determinations and to take all other actions necessary or appropriate for the proper administration of the AIP, including the delegation of such authority or power, where appropriate.

Determination of Awards

Prior to, or as soon as practicable following, the commencement of each performance period, the Compensation Committee shall determine the employees who will participate in the AIP during that performance period and determine each such participant's target award percentage and the financial target(s) for that performance period.

Generally, as described above, a participant earns an award for a performance period based on the Company's and/or his or her operating unit's achievement of the applicable financial target(s). In addition, awards for any participant (other than the Executive Officers) may be adjusted based on the participants' personal performance.

Changes to the Target

The Compensation Committee, with respect to all participants other than Executive Officers, may, at any time prior to the final determination of awards, change the target award percentage of any participant (other than the Executive Officers) or assign a different target award percentage to a participant (other than Executive Officers) to reflect any change in the participant's responsibility level or position during the course of the performance period.

The Compensation Committee may at the time financial target(s) are determined for a performance period, or at any time prior to the final determination of awards in respect of that performance period to the extent permitted under Section 162(m) of the Internal Revenue Code and the regulations promulgated thereunder without adversely affecting the treatment of the award as "qualified performance-based compensation," provide for the manner in which performance will be measured against the financial target(s) or personal performance goal, if applicable, (or to the extent permitted under Section 162(m) of the Code and the regulations promulgated thereunder without adversely affecting the treatment of an award as "qualified performance-based compensation," may adjust the financial target(s)) to reflect the impact of a stock-split, stock dividend, recapitalization and other changes in the Company's stock, specified corporate transactions, special charges, foreign currency effects, accounting or tax law changes and other extraordinary or nonrecurring events.

Payment of Awards

Generally, each award to the extent earned is paid in a single lump sum cash payment and in no event later than two and one-half months following the performance period. The Compensation Committee certifies the amount of the Executive Officers' awards prior to payment thereof.

If a change of control (as defined in the AIP) occurs, the Company, within 60 days thereafter, pays to each participant an award that is calculated assuming that all performance percentages are 100%, prorated to the date of the change of control based on the number of days that have elapsed during the performance period through the date of the change of control.

Limitations on Rights to Payment of Awards

No participant shall have any right to receive payment of an award under the AIP for a performance period unless the participant remains in the employ of the Company through the payment date of the award for such performance period. However, if the participant has active service with the Company or a subsidiary for at least three months during any performance period, but, prior to payment of the award for such performance period, a participant's employment with the Company terminates due to the participant's death, disability or, except in the case of an Executive Officer, retirement or such other special circumstances as determined by the Compensation Committee on a case by case basis, the participant (or, in the event of the participant's death, the participant's estate or beneficiary) shall remain eligible to receive a prorated portion of any earned award.

Amendment and Termination

The Compensation Committee may at any time amend or terminate (in whole or in part) the AIP. No such amendment may adversely affects a participant's rights to, or interest in, an award earned prior to the date of the amendment, unless the participant shall have agreed thereto.

Non-Transferability

Except in connection with the death of a participant, a participant's right and interest under the AIP may not be assigned or transferred. Any attempted assignment or transfer will be null and void and will extinguish, in the Company's sole discretion, the Company's obligation under the AIP to pay awards with respect to the participant.

Unfunded Status

The Plan will be unfunded. The Company will not be required to establish any special or separate fund, or to make any other segregation of assets, to assure payment of awards.

2007 Awards Made Under the Annual Incentive Plan

Future awards under the AIP are not determinable because they depend upon certain unknown factors, including the extent to which the financial targets for any performance period are achieved. The following table sets forth information concerning the amounts that have been paid pursuant to the AIP with respect to performance in the year ended December 31, 2007 and have not been determined based on the 2008 target, because this target has been established taking into account the impact of the

Andrew transaction. These awards are not necessarily indicative of the awards that may be made in the future under the AIP.

NEW PLAN BENEFITS

Name and Position		Awards Under Annual Incentive Plan
Frank M. Drendel, Chairman and Chief Executive Officer	$	1,119,009
Jearld L. Leonhardt, Executive Vice President and Chief Financial Officer	$	344,786
Brian D. Garrett, President and Chief Operating Officer	$	582,977
Randall W. Crenshaw, Executive Vice President and General Manager, Enterprise	$	297,725
Edward A. Hally, Executive Vice President and General Manager, Antenna, Cable and Cabinets Group	$	289,723
All current executive officers as a group (10 persons including those named above)	$	3,522,801
All employees, including all current officers who are not executive officers, as a group	$	13,431,630

The Board of Directors of the Company recommends a vote "FOR" Proposal Two, re-approval of the material terms of the Performance Goals under the Annual Incentive Plan. Proxies will be voted "FOR" such re-approval, unless otherwise specified in the proxy.

PROPOSAL THREE: RATIFICATION OF THE APPOINTMENT OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Audit Committee has appointed the firm of Ernst & Young LLP as the Company's independent registered public accounting firm to examine the books of account and other records of the Company and its consolidated subsidiaries for the 2008 fiscal year. The Board of Directors is asking the stockholders to ratify and approve this action.

On February 29, 2008, the Audit Committee completed a process it undertook to consider the selection of the Company's independent registered public accounting firm for the year ending December 31, 2008. The Audit Committee determined it was in the Company's best interests to undertake this process as a result of the Company's acquisition of Andrew Corporation on December 27, 2007. Due to the acquisition, the scope and complexity of the work necessary to complete an audit of the Company's financial statements is expected to be significantly increased. The process undertaken by the Audit Committee included consideration of Ernst & Young LLP, which was the long-standing independent registered public accounting firm for Andrew Corporation, and Deloitte & Touche LLP, which is the firm that the Audit Committee engaged to act as CommScope's independent registered public accounting firm for the years ended December 31, 2007 and 2006, and has been CommScope's long-standing independent registered public accounting firm. The Audit Committee considered such factors as the level of service to be provided by the respective firm, the time and cost associated with either firm learning those parts of the Company's business with which it was not already familiar, and the overall cost for performing the required audit work. On February 29, 2008, upon completion of the selection process, the Audit Committee dismissed Deloitte & Touche LLP as the Company's independent registered public accounting firm and appointed Ernst & Young LLP as the Company's independent registered public accounting firm for the year ending December 31, 2008.

Deloitte & Touche LLP's reports on the Company's consolidated financial statements as of and for the years ended December 31, 2007 and 2006 did not contain an adverse opinion or a disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope or accounting principles.

During the years ended December 31, 2007 and 2006, and through February 29, 2008, there were no (a) disagreements with Deloitte & Touche LLP on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to Deloitte & Touche LLP's satisfaction, would have caused Deloitte & Touche LLP to make reference to the subject matter thereof in connection with its reports for such years, or (b) "reportable events", as defined under Item 304(a)(1)(v) of Regulation S-K.

The Company has provided Deloitte & Touche LLP with a copy of the disclosures in this section of the proxy statement.

During the years ended December 31, 2007 and 2006, and through February 29, 2008, neither the Company nor anyone acting on its behalf consulted with Ernst & Young LLP regarding any of the matters or events set forth in Item 304(a)(2)(i) or (ii) of Regulation S-K.

Representatives of Ernst & Young LLP and Deloitte & Touche LLP are expected to be present at the Annual Meeting and will be afforded the opportunity, if they so desire, to make a statement or respond to appropriate questions that may come before the Annual Meeting.

Although such ratification is not required by law, the Board of Directors believes that stockholders should be given the opportunity to express their views on the subject. While not binding on the Audit Committee, the failure of the stockholders to ratify the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm would be considered by the Audit Committee in determining whether to retain the services of Ernst & Young LLP.

Independent Registered Public Accounting Firm

The following table shows the aggregate fees and expenses billed by Deloitte & Touche LLP, the member firms of Deloitte Touche Tohmatsu, and their respective worldwide affiliates ("Deloitte") for professional services rendered for the audit of the Company's annual consolidated financial statements for the fiscal years ended December 31, 2007 and 2006 and other services rendered during the 2007 and 2006 fiscal years:

Fee Category	2007	2006
Audit Fees	$ 2,623,651	$ 2,286,202
Audit-Related Fees	856,072	106,090
Tax Fees	1,408,360	1,086,908
All Other Fees		
TOTAL	$ 4,888,083	$ 3,479,200

Audit Fees

Audit Fees consist of the fees and expenses billed by Deloitte for professional services rendered for the audit of the Company's annual consolidated financial statements for the fiscal years ended December 31, 2007 and 2006 and the reviews of the consolidated financial statements included in the Company's Quarterly Reports on Form 10-Q.

Audit-Related Fees

Audit-Related Fees consist of the fees and expenses billed by Deloitte for assurance and other services reasonably related to the performance of the audit or review of the Company's financial statements (other than those described above under "Audit Fees") for the fiscal years ended December 31, 2007 and 2006. Such services consisted of planning and implementation assistance related to benefit plans, statutory audits and the Sarbanes-Oxley Act of 2002 and reviews of financial statements and other due diligence services pertaining to potential business acquisitions and dispositions, including accounting and financial reporting matters and merger integration assistance.

Tax Fees

Tax Fees consist of the fees billed by Deloitte for tax compliance for the fiscal years ended December 31, 2007 and 2006. Tax compliance fees consisted primarily of the preparation of original and amended tax returns, assistance with tax audits and claims for refunds, and tax payment planning services. The Company did not incur any tax consultation and planning fees during the fiscal years ended December 31, 2007 and 2006.

All Other Fees

The Company did not have any fees billed by Deloitte for products and services other than those described above under "Audit Fees," "Audit-Related Fees" and "Tax Fees" for the fiscal years ended December 31, 2007 and 2006.

Audit Committee Pre-Approval Policies and Procedures

The Audit Committee has adopted policies and procedures for pre-approving all audit and non-audit services provided by the Company's independent registered public accounting firm (the "Policy") prior to the engagement of the independent registered public accounting firm with respect to such services.

Under the Policy, proposed services may be pre-approved on a periodic basis or individual engagements may be separately approved by the Audit Committee prior to the services being performed. In each case, the Audit Committee considers whether the provision of such services would impair the independent registered public accounting firm's independence. All audit services, audit-related services and tax services provided by Deloitte & Touche for 2007 and 2006 were pre-approved by the Audit Committee.

The Board of Directors recommends a vote "FOR" Proposal Three, the ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the 2008 fiscal year. Proxies will be voted "FOR" ratification, unless otherwise specified in the proxy.

STOCKHOLDER PROPOSALS FOR THE COMPANY'S 2009 ANNUAL MEETING

Stockholders who intend to present proposals at the 2009 Annual Meeting of Stockholders, and who wish to have such proposals included in the proxy statement for such meeting, must submit such proposals in writing by notice delivered or mailed by first-class United States mail, postage prepaid, to the Corporate Secretary, CommScope, Inc., 1100 CommScope Place, S.E., P.O. Box 339, Hickory, North Carolina 28602, and such notice must be received no later than November 25, 2008. Such proposals must meet the requirements set forth in the rules and regulations of the Commission in order to be eligible for inclusion in the Company's proxy statement for its 2009 Annual Meeting of Stockholders.

In addition, under the Company's By-laws, stockholders must comply with specified procedures to nominate directors or introduce an item of business at an annual meeting. Nominations or an item of business to be introduced at an annual meeting must be submitted in writing and received by the Company generally not less than 60 days nor more than 90 days in advance of an annual meeting. To be in proper written form, a stockholder's notice must contain the specific information required by the Company's By-laws. A copy of the Company's By-laws, which describes the advance notice procedures, can be obtained from the Secretary of the Company.

SOLICITATION OF PROXIES

Proxies will be solicited electronically, by mail, telephone, or other means of communication. Solicitation of proxies also may be made by directors, officers and regular employees of the Company. The Company has retained Morrow & Co., Inc. to assist in the solicitation of proxies from stockholders. Morrow & Co., Inc. will receive a solicitation fee of approximately $6,500 plus reimbursement of certain out-of-pocket expenses. The Company will reimburse brokerage firms, custodians, nominees and fiduciaries in accordance with the rules of the NYSE, for reasonable expenses incurred by them in forwarding materials to the beneficial owners of shares. The entire cost of solicitations will be borne by the Company.

STOCKHOLDERS SHARING THE SAME ADDRESS

If you share an address with another stockholder, you may receive only one set of proxy materials (including the Company's annual report to stockholders and proxy statement) unless you have provided contrary instructions. If you wish to receive a separate set of proxy materials now or in the future, you may write or call the Company to request a separate copy of these materials from: CommScope, Inc., 1100 CommScope Place, S.E., P.O. Box 339, Hickory, North Carolina 28602, Attention: Investor Relations, telephone (828) 324-2200. Similarly, if you share an address with another stockholder and have received multiple copies of our proxy materials, you may write or call the Company at the above address and phone number to request delivery of a single copy of these materials.

OTHER MATTERS

The Company knows of no other matter to be brought before the Annual Meeting. If any other matter requiring a vote of the stockholders should come before the Annual Meeting, it is the intention of the persons named in the proxy to vote with respect to any such matter in accordance with their best judgment.

ANNUAL REPORT ON FORM 10-K

The Company will furnish, without charge, to each person whose proxy is being solicited, upon written request, a copy of its Annual Report on Form 10-K for the fiscal year ended December 31, 2007, as filed with the Commission (excluding exhibits). Copies of any exhibits thereto also will be furnished upon the payment of a reasonable duplicating charge. Requests in writing for copies of any such materials should be directed to CommScope, Inc., 1100 CommScope Place, S.E., P.O. Box 339, Hickory, North Carolina 28602, Attention: Investor Relations.

NOTICE OF INTERNET AVAILABILITY OF PROXY MATERIALS

Important Notice Regarding the Availability of Proxy Materials for the Stockholders Meeting to Be Held on May 2, 2008.

The Proxy Statement and Annual Report are available at
http://www.commscope.com/eng/aboutus/investor_relations/index.html

BY ORDER OF THE BOARD OF DIRECTORS,

Frank B. Wyatt, II
Secretary

March 25, 2008
Hickory, North Carolina

APPENDIX A

COMMSCOPE, INC.
ANNUAL INCENTIVE PLAN
(as amended effective March 7, 2008)

1. *Purpose*

The purpose of the Annual Incentive Plan is to enhance CommScope, Inc.'s ability to attract, motivate, reward and retain employees, to strengthen their commitment to the success of the Company and to align their interests with those of the Company's stockholders by providing additional compensation to designated employees of the Company based on the achievement of performance objectives. To this end, the Annual Incentive Plan provides a means of annually rewarding participants primarily based on the performance of the Company and its Operating Units and secondarily based on the achievement of personal performance objectives. The adoption of this Plan as it relates to Executive Officers is subject to the approval of the stockholders of the Company.

2. *Definitions*

(a) "Award" shall mean the incentive award earned by a Participant under the Plan for any Performance Period.

(b) "Base Salary" shall mean the Participant's annual base salary actually paid by the Company and received by the Participant during the applicable Performance Period. Annual base salary does not include (i) Awards under the Plan, (ii) long-term incentive awards, (iii) signing bonuses or any similar bonuses, (iv) cash payments received pursuant to the Company's Profit Sharing and Savings Plan, (v) imputed income from such programs as executive life insurance, or (vi) nonrecurring earnings such as moving expenses, and is based on salary earnings before reductions for such items as contributions under Section 401(k) of the Internal Revenue Code of 1986, as amended.

(c) "Beneficial Owner", "Beneficially Owned" and "Beneficially Owning" shall have the meanings applicable under Rule 13d-3 promulgated under the 1934 Act.

(d) "Board" shall mean the Board of Directors of the Company.

(e) "CEO" shall mean the Chief Executive Officer of the Company.

(f) "Change in Control" means the occurrence of any of the following:

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

(2) The individuals who, as of the effective date of the Plan, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the

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

(3) The consummation of:

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

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

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

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

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

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

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

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

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(h) "Committee" shall mean the Compensation Committee of the Board; provided, however, that with respect to Employees who are not Executive Officers, the Compensation Committee may delegate to the CEO the authority and responsibility to administer the Plan to the same extent as the Compensation Committee (or to such lesser extent as the Compensation Committee may provide) and if the Compensation Committee so delegates its authority and responsibility, references herein to the Committee shall be deemed to refer to the CEO to the extent such authority and responsibility has been so delegated.

(i) "Company" shall mean CommScope, Inc., its successors and assigns.

(j) "Disability" shall mean permanent disability, as provided in the Company's long-term disability plan.

(k) "Effective Date" shall mean the date that the Plan is adopted by the Board.

(l) "Employee" shall mean any person (including an officer) employed by the Company or any of its subsidiaries on a full-time salaried basis.

(m) "Executive Officer" shall mean, for any Performance Period, an Employee who (i) as of the beginning of the Performance Period is an officer subject to Section 16 of the 1934 Act, and (ii) who, prior to determining Target Awards for the Performance Period pursuant to Section 5(a) of the Plan, the Committee designates as an Executive Officer for purposes of this Plan. If the Committee does not make the designation in clause (ii) for a Performance Period, all Employees described in clause (i) shall be deemed to be Executive Officers for purposes of this Plan.

(n) "Financial Target", for any Performance Period, may be expressed in terms of (i) stock price, (ii) earnings per share, (iii) operating income, (iv) return on equity or assets, (v) cash flow, (vi) earnings before interest, tax, depreciation and amortization (EBITDA), (vii) revenues, (viii) overall revenue or sales growth, (ix) expense reduction or management, (x) market position, (xi) total shareholder return, (xii) return on investment, (xiii) earnings before interest and taxes (EBIT), (xiv) net income, (xv) return on net assets, (xvi) economic value added, (xvii) shareholder value added, (xviii) cash flow return on investment, (xix) net operating profit, (xx) net operating profit after tax, (xxi) return on capital, (xxii) return on invested capital, or (xxiii) any combination, including one or more ratios, of the foregoing. Financial Targets may be expressed as a combination of Company and/or Operating Unit performance goals and may be absolute or relative (to prior performance or to the performance of one or more other entities or external indices) and may be expressed in terms of a progression within a specified range.

(o) "Financial Target Award Earned", for any Performance Period, shall mean the percentage of Target Awards earned based on the Company's and/or, if applicable, an Operating Unit's achievement of Financial Target(s) for that Performance Period.

(p) "1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

(q) "Operating Unit", for any Performance Period, shall mean a division, Subsidiary, group, product line or product line grouping for which an income statement reflecting sales and operating income is produced.

(r) "Participant", for any Performance Period, shall mean an Employee selected to participate in the Plan for such Performance Period.

(s) "Performance-Based Compensation" shall mean any Award that is intended to constitute "performance based compensation" within the meaning of Section 162(m)(4)(C) of the Code and the regulations promulgated thereunder.

(t) "Performance Period" shall mean the fiscal year of the Company or such time period designated by the Committee at the time that Financial Targets are established and during which the performance of the Company and/or Operating Units will be measured.

(u) "Person" shall mean a person within the meaning of Sections 13(d) and 14(d) of the 1934 Act.

(v) "Personal Performance Percentage", with respect to Participants (other than Executive Officers) for any Performance Period, shall mean the percentage based on the Participant's personal performance, as determined in accordance with Section 5(e) of the Plan.

(w) "Plan" shall mean this CommScope, Inc. Annual Incentive Plan, as from time to time amended and in effect.

(x) "Retirement" shall mean (i) retirement at or after age 55 and the completion of 10 years of service with the Company or any of its Subsidiaries, (ii) retirement at or after age 65 or (iii) early retirement with the prior written approval of the Company.

(y) "Schedules" for any Performance Period, shall mean the schedules described in Section 5(a) of the Plan.

(z) "Subsidiary" shall mean a corporation as defined in Section 424(f) of the Internal Revenue Code of 1986, as amended, with the Company being treated as the employer corporation for purposes of this definition.

(aa) "Target Award", for any Participant with respect to any Performance Period, shall mean the Participant's Base Salary multiplied by his or her Target Award Percentage.

(bb) "Target Award Percentage" for any Participant with respect to any Performance Period, shall mean the percentage of the Participant's Base Salary that the Participant would earn as an Award for that Performance Period if each of the Financial Target Award Earned and Personal Performance Percentage (if applicable) for that Performance Period is 100%, and shall be determined by the Committee based on the Participant's responsibility level or the position or positions held during the Performance Period; *provided*, *however*, that if any Participant other than an Executive Officer held more than one position during the Performance Period, then the Committee may designate different Target Award Percentages with respect to each position and the Award will be pro-rated to reflect the number of days during which such Participant had each Target Award Percentage.

(cc) "Voting Securities" shall mean, with the voting securities of the Company.

3. *Eligibility*

Generally, all Employees are eligible to participate in the Plan for any Performance Period. However, participation may be limited to those Employees who, because of their significant impact on the current and future success of the Company, the Committee selects, in accordance with Section 5 of this Plan, to participate in the Plan for that Performance Period. Notwithstanding the foregoing, the CEO shall participate in the Plan in every Performance Period.

To be eligible to receive an Award in respect of any Performance Period an Employee shall have had at least three months active tenure during such Performance Period and be actively employed by the Company on the Award payment date. The Committee may approve, for Participants other than the Executive Officers and in accordance with Sections 7 and 8 of this Plan, exceptions for special circumstances.

If an Employee other than an Executive Officer, becomes a Participant during a Performance Period, such Participant's Award will be prorated based on the number of days that he or she is a Participant, unless, with respect to Participants other than Executive Officers, the Committee otherwise determines.

4. *Administration*

The administration of the Plan shall be consistent with the purpose and the terms of the Plan. The Plan shall be administered by the Committee. Each member of the Committee shall be an "outside director" within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code; provided that if the Compensation Committee has delegated to the CEO any authority or responsibility to administer the Plan with respect to Employees who are not Executive Officers, the CEO shall not be required to be an "outside director." The Committee shall have full authority to establish the rules and regulations relating to the Plan, to interpret the Plan and those rules and regulations, to select Participants in the Plan, to determine the Company's and, if applicable, each Operating Unit's Financial Target(s) and each Participant's Target Award Percentage for each Performance Period, to approve all the Awards, to decide the facts in any case arising under the Plan and to make all other determinations and to take all other actions necessary or appropriate for the proper administration of the Plan, including the delegation of such authority or power, where appropriate; *provided*, *however*, that the Committee shall not be authorized to increase the amount of the Award payable to a Participant that is an Executive Officer that would otherwise be payable pursuant to the terms of the Plan but may in its sole discretion decrease the amount of an Award that would otherwise be payable to the a Participant that is an Executive Officer pursuant to the terms of the Plan, (and no such reduction may increase the Award payable to any other Participant that is an Executive Officer) and, *provided*, *further*, that the Committee shall only exercise such discretion over the Plan and the Awards granted thereunder, to the extent permitted under Section 162(m) of the Code and the regulations thereunder without adversely affecting the treatment of any Executive Officer's Award as Performance-Based Compensation.

The Committee's administration of the Plan, including all such rules and regulations, interpretations, selections, determinations, approvals, decisions, delegations, amendments, terminations and other actions, shall be final and binding on the Company, the Subsidiaries, their respective stockholders and all employees of the Company and the Subsidiaries, including the Participants and their respective beneficiaries.

5. *Determination of Awards*

(a) Prior to, or as soon as practicable following, the commencement of each Performance Period, the Committee shall determine the Employees who shall be Participants during that Performance Period and determine each Participant's Target Award Percentage. The Committee shall also establish the Financial Target(s) for that Performance Period (which, with respect to Executive Officers for that Performance Period, shall be established in writing by the earlier of (1) the date on which one-quarter of the Performance Period has elapsed or (2) the date which is 90 days after the commencement of the Performance Period, and in any event while the performance relating to the Financial Target(s) remains substantially uncertain). The Participants, each Participant's Target Award Percentage and the Financial Targets for each Performance Period shall be set forth on a Schedule. The Company shall notify each Participant of his or her Target Award Percentage and the applicable Financial Targets for the Performance Period.

(b) Generally, a Participant earns an Award for a Performance Period based on the Company's and/or his or her Operating Unit's achievement of applicable Financial Target(s). In addition, the Award for any Participant (other than an Executive Officer) may be adjusted based on the Participant's Personal Performance Percentage. The Committee may determine that different Financial Targets are applicable to different Participants, groups of Participants, Operating Units or groups of Operating Units with respect to a specific Performance Period. The Committee may also establish a minimum threshold of Company or Operating Unit performance which must be achieved in order for any portion of an Award to be earned for that Performance Period, provided, with respect to Executive Officers for that Performance Period, such threshold is established by the earlier of (1) the date on which one-quarter of the Performance Period has elapsed or (2) the date which is 90 days after the commencement of the Performance Period, and in any event while the performance relating to the Financial Target(s) remains substantially uncertain. Notwithstanding the foregoing, if in any Performance Period a minimum threshold of Company and/or Operating Unit performance is established and the Company's and/or any Operating Unit's actual performance as measured against that minimum threshold would otherwise preclude the earning of Awards for that Performance Period, the Committee may upon consideration of the events of the Performance Period, determine that Awards may be earned by Participants (other than Executive Officers) for that Performance Period.

(c) The maximum award an Executive Officer may receive for any Performance Period is $4 million.

(d) Awards shall be earned by Participants in accordance with such formula or formulas determined by the Committee consistent with the provisions of this Plan.

(e) *Personal Performance Percentage.* Executive Officers are not eligible for an adjustment based on personal performance. Each other Participant's performance may be evaluated and a Personal Performance Percentage for such Participant may be recommended for approval by the Committee. If applicable, the Personal Performance Percentage may range from 0 to 120 percent to reflect the Participant's personal performance during the Performance Period; *provided*, *however*, that the application of this Section 5(e) shall not result in an increase in the aggregate dollar amount of all Awards earned by all Participants for that Performance Period determined before the application of this Section 5(e).

6. *Changes to the Target Award Percentage*

The Committee, with respect to all Participants who are not Executive Officers, may at any time prior to the final determination of Awards change the Target Award Percentage of any such Participant or assign a different Target Award Percentage to any such Participant to reflect any change in the Participant's responsibility level or position during the course of the Performance Period.

The Committee may at the time Financial Target(s) are determined for a Performance Period, or at any time prior to the final determination of Awards in respect of that Performance Period to the extent permitted under Section 162(m) of the Code and the regulations promulgated thereunder without adversely affecting the treatment of the Award as Performance-Based Compensation, provide for the manner in which performance will be measured against the Financial Target(s) (or to the extent permitted under Section 162(m) of the Code and the regulations promulgated thereunder without adversely affecting the treatment of an Award as Performance-Based Compensation, may adjust the Financial Target(s)) to reflect the impact of (i) any stock dividend or split, recapitalization, combination or exchange of shares or other similar changes in the Company's stock, (ii) specified corporate transactions (iii) special charges, (iv) foreign currency effects, (v) accounting or tax law changes and (vi) other extraordinary or nonrecurring events.

7. *Payment of Awards*

As soon as practicable after the close of a Performance Period and prior to the payment of any Award that is intended to constitute Performance-Based Compensation, the Committee shall review each Participant's Award and certify in writing that the applicable Financial Targets have been satisfied. Subject to the provisions of Section 8 of the Plan, each Award to the extent earned shall be paid in a single lump sum cash payment, as soon as practicable following the Performance Period, but in no event later than two and one-half months following the end of the Performance Period. The Committee shall certify in writing the amount of the Executive Officer's Award prior to payment thereof.

If a Change of Control occurs, the Company shall, within 60 days thereafter, pay to each Participant in the Plan immediately prior to the Change of Control (regardless of whether the Participant remains employed after the Change of Control) an Award which is calculated assuming that all performance percentages are 100 percent, and such Award shall be prorated to the date of the Change of Control based on the number of days that have elapsed during the Performance Period through the date of the Change of Control.

8. *Limitations on Rights to Payment of Awards*

No Participant shall have any right to receive payment of an Award under the Plan for a Performance Period unless the Participant remains in the employ of the Company through the payment date of the Award for such Performance Period, except as provided in the last paragraph of Section 7 of the Plan. However, if the Participant has active service with the Company or the Subsidiary for at least three months during any Performance Period, but, prior to payment of the Award for such Performance Period, a Participant's employment with the Company terminates due to the Participant's death, Disability or, except in the case of an Executive Officer, Retirement or such other special circumstances as determined by the Committee, on a case by case basis, the Participant (or, in the event of the Participant's death, the Participant's estate, beneficiary or beneficiaries as determined under Section 9 of the Plan) shall remain eligible to receive a prorated portion of any earned Award, based on the number of days that the Participant was actively employed and performed services during such Performance Period.

9. *Designation of Beneficiary*

A Participant may designate a beneficiary or beneficiaries who, in the event of the Participant's death prior to full payment of any Award hereunder, shall receive payment of any Award due under the Plan. Such designation shall be made by the Participant on a form prescribed by the Committee. The Participant may, at any time, change or revoke such designation. A beneficiary designation, or revocation of a prior beneficiary designation, will be effective only if it is made in writing on a form provided by the Company, signed by the Participant and received by the Secretary of the Company. If the Participant does not designate a beneficiary or the beneficiary dies prior to receiving any payment of an Award, Awards payable under the Plan shall be paid to the Participant's estate.

10. *Amendments*

The Committee may at any time amend (in whole or in part) this Plan. No such amendment which adversely affects any Participant's rights to or interest in an Award earned prior to the date of the amendment shall be effective unless the Participant shall have agreed thereto.

11. *Termination*

The Committee may terminate this Plan (in whole or in part) at any time. In the case of such termination of the Plan, the following provisions of this Section 11 shall apply notwithstanding any other provisions of the Plan to the contrary:

(i) The Committee shall promulgate administrative rules applicable to Plan termination, pursuant to which each affected Participant (other than an Executive Officer) shall receive, with respect to each Performance Period which has commenced on or prior to the effective date of the Plan termination (the "Termination Date") and for which the Award has not yet been paid, the amount described in such rules and the Executive Officers shall receive an amount equal to the amount his Award would have been had the Plan not been terminated (prorated for the Performance Period in which the Termination Date occurred), subject to reduction in the discretion of the Committee.

(ii) Each Award payable under this Section 11 shall be paid as soon as practicable, but in no event later than two and one-half months after the Termination Date.

12. *Miscellaneous Provisions*

(a) This Plan is not a contract between the Company and the Employees or the Participants. Neither the establishment of this Plan, nor any action taken hereunder, shall be construed as giving any Employee or any Participant any right to be retained in the employ of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is under any obligation to continue the Plan.

(b) A Participant's right and interest under the Plan may not be assigned or transferred, except as provided in Section 9 of the Plan, and any attempted assignment or transfer shall be null and void and shall extinguish, in the Company's sole discretion, the Company's obligation under the Plan to pay Awards with respect to the Participant.

(c) The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund, or to make any other segregation of assets, to assure payment of Awards.

(d) The Company shall have the right to deduct from Awards paid and any interest thereon, any taxes or other amounts required by law to be withheld.

(e) Nothing contained in the Plan shall limit or affect in any manner or degree the normal and usual powers of management, exercised by the officers and the Board of Directors or committees thereof, to change the duties or the character of employment of any employee of the Company or any of its Subsidiaries or to remove the individual from the employment of the Company or any of its Subsidiaries at any time, all of which rights and powers are expressly reserved.

COMMSCOPE, INC.
PROXY SOLICITED BY THE BOARD OF DIRECTORS
FOR THE ANNUAL MEETING OF STOCKHOLDERS TO BE HELD MAY 2, 2008

The undersigned hereby appoints Frank B. Wyatt, II and Jearld L. Leonhardt and each or either of them his/her attorneys and agents, with full power of substitution to vote as Proxy for the undersigned as herein stated at the Annual Meeting of Stockholders of CommScope, Inc. (the "Company") to be held at the JPMorgan Chase Bank, 270 Park Avenue, 11th Floor, New York, New York 10017 on Friday, May 2, 2008 at 1:30 p.m., local time, and at any adjournment thereof, according to the number of votes the undersigned would be entitled to vote if personally present, on the proposals set forth on the reverse hereof and in accordance with their discretion on any other matters that may properly come before the meeting or any adjournments thereof. The undersigned hereby acknowledges receipt of the Notice and Proxy Statement, dated March 25, 2008. **If this proxy is returned without direction being given, this proxy will be voted "FOR" Proposals One, Two and Three.**

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

(IMPORTANT TO BE SIGNED AND DATED ON REVERSE SIDE)
SEE REVERSE SIDE

The Board of Directors recommends that stockholders vote "FOR" Proposals One, Two and Three.

PROPOSAL ONE: To elect two Class II directors for terms ending at the 2011 Annual Meeting of Stockholders.

FOR all nominees listed below (except as marked to the contrary)	o	WITHHOLD AUTHORITY to vote for all nominees listed below	o

Nominees: June E. Travis and James N. Whitson

INSTRUCTION: **To withhold your vote for any individual nominee, strike a line through the nominee's name.**

PROPOSAL TWO: Re-approval of the material terms of the performance goals set forth under the Annual Incentive Plan as required under Section 162(m) of the Internal Revenue Code and the regulations promulgated thereunder.

FOR	o	AGAINST	o	ABSTAIN	o

PROPOSAL THREE: To ratify the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the 2008 fiscal year.

FOR	o	AGAINST	o	ABSTAIN	o

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

Please sign exactly as your name appears. If acting as attorney, executor, administrator, trustee, guardian, etc., you should so indicate when signing. If a corporation, please sign the full corporate name by President or other duly authorized officer. If a partnership, please sign in full partnership name by authorized person. If shares are held jointly, both parties must sign and date.

Signature(s): ______________________ Date: ______________________

Signature(s): ______________________ Date: ______________________

COMMSCOPE, INC.
PROXY SOLICITED BY THE BOARD OF DIRECTORS
FOR THE ANNUAL MEETING OF STOCKHOLDERS TO BE HELD MAY 2, 2008

The undersigned hereby authorizes and directs Vanguard Fiduciary Trust Company, as trustee (the "Trustee") of the CommScope, Inc. Employees Retirement Savings Plan (the "Plan"), to vote as Proxy for the undersigned as herein stated at the Annual Meeting of Stockholders of CommScope, Inc. (the "Company") to be held at the JPMorgan Chase Bank, 270 Park Avenue, 11th Floor, New York, New York 10017, on Friday, May 2, 2008 at 1:30 p.m., local time, and at any adjournment thereof, all shares of Common Stock of CommScope, Inc. allocated to the account of the undersigned under such Plan, on the proposals set forth on the reverse hereof and in accordance with the Trustee's discretion on any other matters that may properly come before the meeting or any adjournments thereof. The undersigned hereby acknowledges receipt of the Notice and Proxy Statement, dated March 25, 2008.

THIS PROXY COVERS ALL SHARES FOR WHICH THE UNDERSIGNED HAS THE RIGHT TO GIVE VOTING INSTRUCTIONS TO THE TRUSTEE. THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS DIRECTED. IF NO DIRECTION IS GIVEN TO THE TRUSTEE BY 5:00 P.M. ON APRIL 28, 2008, THE TRUSTEE WILL VOTE YOUR SHARES HELD IN THE PLAN IN THE SAME PROPORTION AS VOTES RECEIVED FROM OTHER PARTICIPANTS IN THE PLAN.

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

(IMPORTANT TO BE SIGNED AND DATED ON REVERSE SIDE)
SEE REVERSE SIDE

The Board of Directors recommends that stockholders vote "FOR" Proposals One, Two and Three.

PROPOSAL ONE: To elect two Class II directors for terms ending at the 2011 Annual Meeting of Stockholders.

FOR all nominees listed below (except as marked to the contrary)	o	WITHHOLD AUTHORITY to vote for all nominees listed below	o

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PROPOSAL TWO: Re-approval of the material terms of the performance goals set forth under the Annual Incentive Plan as required under Section 162(m) of the Internal Revenue Code and the regulations promulgated thereunder.

FOR o AGAINST o ABSTAIN o

PROPOSAL THREE: To ratify the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the 2008 fiscal year.

FOR o AGAINST o ABSTAIN o

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

Please sign exactly as your name appears. If acting as attorney, executor, administrator, trustee, guardian, etc., you should so indicate when signing. If a corporation, please sign the full corporate name by President or other duly authorized officer. If a partnership, please sign in full partnership name by authorized person. If shares are held jointly, both parties must sign and date.

Signature(s): ______________________ Date: ______________________

Signature(s): ______________________ Date: ______________________

QuickLinks

COMMSCOPE, INC. PROXY SOLICITED BY THE BOARD OF DIRECTORS FOR THE ANNUAL MEETING OF STOCKHOLDERS TO BE HELD MAY 2, 2008