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FORM 8-K

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Mailing Address
11450 TECHNOLOGY CIRCLE
DULUTH GA 30097

Business Address
11450 TECHNOLOGY CIRCLE
SUITE 600
DULUTH GA 30097
8474394444

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
DATED APRIL 9, 2001

of

ANTEC CORPORATION

A Delaware Corporation
IRS Employer Identification No. 36-3892082
SEC File Number 000-22336

11450 TECHNOLOGY CIRCLE
DULUTH, GA 30097
(678) 473-2000

ITEM 5. OTHER EVENTS.

On April 9, 2001, ANTEC Corporation, a Delaware corporation ("ANTEC"), and Nortel Networks Inc., a Delaware corporation, agreed to an amendment of the agreement that they entered into on October 18, 2000, pursuant to which, among other things, ANTEC will acquire the existing membership interest in Arris

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Interactive L.L.C. ("Arris Interactive") of Nortel Networks LLC ("Nortel Networks"), a wholly owned subsidiary of Nortel Networks Inc.

Under the amended agreement, Nortel Networks and ANTEC, immediately prior to closing, will contribute to Arris Interactive the amount of all outstanding loans at December 31, 2000 that they previously provided to Arris Interactive. At closing, Nortel Networks will transfer to a newly formed holding company, which currently is a wholly owned subsidiary of ANTEC named Broadband Parent Corporation ("Newco"), Nortel Networks' existing membership interest in Arris Interactive in return for 37 million shares of common stock in Newco. Nortel Networks also will convert at closing certain current payables and royalties due from, and advances made to, Arris Interactive into a new membership interest in Arris Interactive. Subject to the satisfaction of certain conditions, Nortel Networks will have the right to require Arris Interactive to redeem this new membership interest.

In addition, under the agreement, Broadband Transition Corporation, a newly formed Delaware corporation and wholly owned subsidiary of Newco, will merge (the "Merger") with and into ANTEC. In the Merger, each share of ANTEC common stock, par value $0.01 per share, will be converted into one share of Newco common stock. Upon the completion of the Merger, ANTEC will become a wholly owned subsidiary of Newco.

The transaction is subject to customary regulatory approvals, the approval of ANTEC shareholders, the completion of ANTEC's new working capital financing arrangements and the satisfaction of certain conditions relating to the new membership interest, among other things.

The amended terms of the transaction are set forth in the First Amendment to the Agreement and Plan of Reorganization (the "Amendment") dated as of April 9, 2001 by and among ANTEC, Newco, Broadband Transition Corporation, Nortel Networks Inc., Nortel Networks and Arris Interactive, and certain other documents that are attached hereto as exhibits.

The foregoing summary of the amended terms to the transaction is qualified in its entirety by reference to the texts of the Amendment and other documents that are filed as exhibits hereto.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(a) Not applicable.

(b) Not applicable.

(c) Exhibits.

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2.1 First Amendment to Agreement and Plan of Reorganization.

10.1 Amended and Restated Investor Rights Agreement.

10.2 Form of Intellectual Property Rights Agreement.

10.3 Release and Amendment Agreement.

10.4 First Amendment to Termination Agreement.

SIGNATURE

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

ANTEC CORPORATION

By: /S/ Lawrence A. Margolis

Lawrence A. Margolis
Executive Vice President and Chief Financial Officer

Date: April 13, 2001

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EXHIBIT 2.1

FIRST AMENDMENT TO AGREEMENT AND PLAN OF REORGANIZATION

by and among

ANTEC CORPORATION,

BROADBAND PARENT CORPORATION,

BROADBAND TRANSITION CORPORATION,

NORTEL NETWORKS LLC,

NORTEL NETWORKS INC.,

and

ARRIS INTERACTIVE L.L.C.

Dated as of April 9, 2001

FIRST AMENDMENT TO
AGREEMENT AND PLAN OF REORGANIZATION

This First Amendment to the Agreement and Plan of Reorganization, dated as of April 9, 2001 (this "Amendment"), is by and among ANTEC CORPORATION, a corporation organized under the laws of Delaware (the "Company"), BROADBAND PARENT CORPORATION, a corporation organized under the laws of Delaware ("Newco"), BROADBAND TRANSITION CORPORATION, a corporation organized under the laws of Delaware ("Transition"), NORTEL NETWORKS INC., a corporation organized under the laws of Delaware ("Nortel Networks"), NORTEL NETWORKS LLC, a limited liability company organized under the laws of Delaware, and ARRIS INTERACTIVE L.L.C., a limited liability company organized under the laws of Delaware ("Existing Venture"). Capitalized terms not otherwise defined herein shall have the respective meanings given them in the Agreement and Plan of Reorganization, dated as of October 18, 2000, by and among the parties hereto (the "Original Agreement" and, as amended hereby, the "Agreement").

WITNESSETH:

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WHEREAS, the Company, Newco, Transition, Nortel Networks, Nortel Networks LLC, and Existing Venture entered into the Original Agreement, whereby the parties agreed: (1) that Transition would merge with and into the Company (the "Merger") so that the Company would be the surviving corporation in the Merger and a wholly-owned subsidiary of Newco and the stockholders of the Company would receive shares of Newco Common Stock and (2) that Nortel Networks LLC would contribute its interest in the Existing Venture to Newco in exchange for (i) shares of Newco Common Stock and (ii) cash as described in the Original Agreement; and

WHEREAS, the respective Boards of Directors or the Managing Member (as applicable) of the Company, Newco, Transition, Nortel Networks, and Nortel Networks LLC have determined that it is advisable and in the best interests of their respective companies and their respective stockholders or members (as applicable) to modify the terms of the Original Agreement so that, among other things, (i) a portion of the Existing Venture's currently outstanding indebtedness to Nortel Networks LLC pursuant to the Existing Venture Loan Agreement (including all of the amounts attributable to the Company's Participating Interest (as defined below) therein) be contributed to the capital of the Existing Venture, (ii) Nortel Networks LLC contribute its entire equity interest in the Existing Venture to Newco in exchange for 37 million shares of Newco Common Stock (the "Newco Shares") and no cash, (iii) the remaining portion of the Existing Venture's currently outstanding indebtedness to Nortel Networks LLC under the Existing Venture Loan Agreement, and certain other currently outstanding obligations of the Existing Venture to Nortel Networks and/or its Affiliates, be deemed paid in full and satisfied by the issuance to Nortel Networks LLC of the New Membership Interest (as defined below) and the guaranty by Newco of the redemption of the New Membership Interest, and (iv) contingent payment in the amount of up to $10 million plus the amount of cash and cash equivalents then held by the Existing Venture is made to Nortel Networks LLC at and immediately following the Closing, in each case as further described in, and on the terms and conditions set forth in, the Agreement as amended hereby; and

WHEREAS, the respective Boards of Directors or the Managing Member (as applicable) of the Company, Newco, Transition, Nortel Networks, and Nortel Networks LLC have determined that it is advisable and in the best interests of their respective companies and their respective stockholders or members (as applicable) to amend the Original Agreement and certain of the pre-existing Ancillary Agreements to provide for the foregoing and the other matters set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

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AMENDMENTS TO THE AGREEMENT

A. Article I of the Original Agreement shall be amended by making additions of and amendments to the following definitions:

1. The definition of "Affiliate" in the Original Agreement shall be amended and restated in its entirety as follows: " "Affiliate" of a party shall mean a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such party; provided, however, that the Existing Venture shall not, for the purposes of this Agreement or any Ancillary Agreement, be, or be deemed or construed to be, an affiliate of either (i) the Company or any of its Affiliates or (ii) Nortel Networks or any of its Affiliates, except that the Existing Venture shall be deemed and construed to be an affiliate of the Company (and its Affiliates), but not of Nortel Networks (or its Affiliates), as of and after the Closing.".

2. The definition of "Agreement" in the Original Agreement shall be deleted in its entirety and "Agreement" shall have the meaning set forth in the introductory paragraph of this Amendment.

3. The definition of "Ancillary Agreements" in the Original Agreement shall be amended by making the following additions and modifications:

(a) Subsection (i) shall be deleted in its entirety and replaced with the following: "(i) Amended and Restated Investor Rights Agreement among Newco, Nortel Networks and Nortel Networks LLC dated as of April 9, 2001 (the "Investor Rights Agreement"), attached as Exhibit C;";

(b) Subsection (v) shall be deleted in its entirety and replaced with the following: "(v) Intellectual Property Agreement between the Existing Venture and Nortel Networks Limited (the "Intellectual Property Agreement"), attached as Exhibit E;";

(c) Subsection (vi) shall be deleted in its entirety and replaced with the following: "(vi) Termination Agreement among the Company, Nortel Networks, Nortel Networks LLC, Nortel Networks Limited, a Canadian corporation, Newco and the Existing Venture, dated October 18, 2000 (the "Original Termination Agreement"), attached as Exhibit F, as amended by the First Amendment to Termination Agreement among the same parties, dated as

of April 9, 2001 (the "Termination Amendment" and, together with the Original Termination Agreement, the "Termination Agreement"), attached as Exhibit F-2;";

(d) Subsection (x) shall be added as follows: "(x) Second Amended

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and Restated Limited Liability Company Agreement of the Existing Venture, dated as of the Closing Date, providing, among other things, for the issuance to Nortel Networks LLC of the New Membership Interest at the Closing as contemplated by Sections 4.01(a) and 4.02(d), the partial redemption of the same immediately following the Closing as contemplated by Section 4.07, other matters set forth in Exhibit H and such other matters as may be reasonably agreed by Nortel Networks LLC and the Company at or prior to the Closing (the "New Operating Agreement").";

(e) Subsection (xi) shall be added as follows: "(xi) Subordinated Guaranty of Newco in favor of Nortel Networks LLC, dated as of the Closing Date, with such terms as are set forth in Exhibit I-2 and such other terms and in such form as may be reasonably agreed by Nortel Networks and the Company at or prior to the Closing (the "Guaranty");"; and

(f) Subsection (xii) shall be added as follows: "(xii) Release and Amendment Agreement among the Company, Newco, Transition, Nortel Networks, Nortel Networks LLC and Existing Venture dated as of April 9, 2001, attached as Exhibit J.".

4. The definition of "Contemplated Financing" shall be added in alphabetic order as follows: " "Contemplated Financing" shall have the meaning ascribed to such term in Section 7.17.".

5. The definition of "Closing Date Nortel Redemption" shall be added in alphabetic order as follows: " "Closing Date Nortel Redemption" shall have the meaning ascribed to such term in Section 4.07.".

6. The definition of "Existing Venture Cash Balance" shall be added in alphabetic order as follows: " "Existing Venture Cash Balance" shall mean the U.S. dollar amount of cash and cash equivalents held by the Existing Venture on the Business Day immediately preceding the Closing Date."

7. The definition of "Guaranty" shall be added in alphabetic order as follows: " "Guaranty" shall have the meaning ascribed to such term in clause (xi) of the definition of the term "Ancillary Agreements" in this Section 1.01.".

8. The definition of "Interest" shall be added in alphabetic order as follows: " "Interest" shall have the meaning ascribed to such term in the Existing Venture Loan Agreement, provided that, for the avoidance of doubt, such term specifically excludes the New Membership Interest.".

9. The definition of "New Membership Interest" shall be added in alphabetic order as follows: " "New Membership Interest" shall mean the limited liability company interest in the Existing Venture to be issued to Nortel Networks LLC at the Closing as contemplated by Sections 4.01(a) and 4.02(d), with such terms as are set forth in this Agreement (including Exhibit H) and such other terms as may be reasonably agreed by Nortel Networks LLC and the

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Company at or prior to the Closing, all such terms to be reflected in the New Operating Agreement.".

10. The definition of "New Membership Interest Balance" shall be added in alphabetic order as follows: " "New Membership Interest Balance" shall have the meaning ascribed to it in Section 4.02(f).".

11. The definition of "Newco Shares" in the Original Agreement shall be deleted in its entirety and "Newco Shares" shall have the meaning set forth in the recitals to this Amendment for all purposes of the Agreement as amended hereby.

12. The definition of "Nortel Amount Payable" shall be added in alphabetic order as follows: " "Nortel Amount Payable" shall have the meaning ascribed to such term in Section 4.02(e)."

13. The definition of "Nortel Redemption Amount" shall be added in alphabetic order as follows: " "Nortel Redemption Amount" shall mean the amount, if any, permitted by the terms of the Contemplated Financing to be borrowed by the Existing Venture and paid to Nortel Networks LLC on the Closing Date immediately following the Closing in connection with the Closing Date Nortel Redemption (as contemplated by Section 4.07 and Exhibit H), but not greater than the amount of $10,000,000.00.".

14. The definition of "Obligations" shall be added in alphabetic order as follows: " "Obligations" shall have the meaning ascribed to such term in the Existing Venture Loan Agreement (provided that the royalties referenced in clause (z) of Section 4.02(d)(ii) of the Agreement do not constitute Obligations for the purposes of the Agreement).".

15. The definition of "Outside Closing Date" in the Original Agreement shall be amended by deleting such definition in its entirety and inserting the following in lieu thereof: " "Outside Closing Date" shall mean the earlier of (A) July 31, 2001, and (B) such date following the termination of the commitment for the Contemplated Financing as Nortel Networks, in its sole discretion, concludes that the Company will not be able to fulfill the financing condition set forth in Section 8.03(f). For these purposes the commitment for the Contemplated Financing shall be deemed to be terminated: (i) when the Company has received notice from the lenders that the commitment is terminated, (ii) when the Company will not be able to meet the financing conditions under the commitment for the Contemplated Financing and the lenders have indicated their unwillingness to modify or waive such conditions to permit consummation of the Contemplated Financing, or (iii) if the Company fails to confirm in writing to Nortel Networks, within two (2) Business Days of any written request for such confirmation by Nortel Networks, the Company's good faith and reasonable belief that it will be able to fulfill the financing conditions or negotiate

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modifications or waivers of the terms of the commitment for the Contemplated Financing to permit consummation of the Contemplated Financing, which confirmation shall specify the actions to be taken by the Company to meet the lenders' requirements and the Company's reasons for believing that such requirements will be satisfied, all of which shall be reasonably satisfactory to Nortel Networks; provided that any modification or waiver of the financing conditions or otherwise of the terms of the commitment for the Contemplated Financing to permit consummation of the Contemplated Financing as referenced

in clauses (ii) and (iii) of this sentence which requires modification of any of the terms of the Agreement or any Ancillary Agreement or otherwise requires any action or omission not specified in the Agreement or the Ancillary Agreements to be taken or omitted to be taken by Nortel Networks or any of its Affiliates, or adversely affects any of the material rights of Nortel Networks or any of its Affiliates set forth in the Agreement or any Ancillary Agreement, shall be conclusively deemed to constitute termination of the commitment for the Contemplated Financing for the purposes of clause (B) of the sentence above.".

16. The definition of "Participating Interest" shall be added in alphabetic order as follows: " "Participating Interest" shall mean, collectively, the Company's Optional Participating Interest (if any) and Mandatory Participating Interest (as such terms are defined in the Existing Venture Loan Agreement).".

17. The definition of "Year 2001 Loan Amount" shall be added in alphabetic order as follows: " "Year 2001 Loan Amount" shall have the meaning ascribed to such term in Section 4.01(a).".

18. The definition of "Year-End 2000 Loan Amount" shall be added in alphabetic order as follows: " "Year-End 2000 Loan Amount" shall mean the amount of $124,132,911.60.".

19. The definition of "1999 Amount Payable" shall be added in alphanumeric order as follows: " "1999 Amount Payable" shall have the meaning ascribed to such term in Section 4.02(d)."

20. The definition of "2000 Amount Payable" shall be added in alphanumeric order as follows: " "2000 Amount Payable" shall have the meaning ascribed to such term in Section 4.02(d)."

21. The definition of "2001 Amount Payable" shall be added in alphanumeric order as follows: " "2001 Amount Payable" shall have the meaning ascribed to such term in Section 4.02(d)."

22. The definition of "2001 Interim Period" shall be added in alphanumeric order as follows: " "2001 Interim Period" shall mean the period

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from and including January 1, 2001 to and including the Closing Date.".

B. Article II of the Original Agreement shall be amended by deleting Section 2.01(c) in its entirety and inserting the following in lieu thereof:

"(c) Certificate of Incorporation and By-Laws. The certificate of incorporation and by-laws of Transition, as in effect immediately prior to the Effective Time, but with the heading and Article 1 of the certificate of incorporation amended to read: "The name of the Corporation is ANTEC Corporation," and the by-laws shall be amended to reflect the name change, and shall be those of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.".

C. Article IV of the Original Agreement shall be amended by deleting Sections 4.01, 4.02, 4.03 and 4.04 in their entirety and inserting the following in lieu thereof:

"4.01. Indebtedness Under Existing Venture Loan Agreement. In connection with the Existing Venture Loan Agreement:

(a) at the Closing, any and all Obligations (including, for the avoidance of doubt, the unpaid royalties payable by the Existing Venture outstanding as of December 31, 2000 in the aggregate amount of approximately $14,000,000 (subject to final reconciliation by the Company and Nortel Networks in good faith prior to the Closing), which royalties shall, for the purposes of the Agreement, be deemed to have been advanced to the Existing Venture under the Existing Venture Loan Agreement as of January 1, 2001, together with interest thereon from January 1, 2001 until the Closing at the rate specified in the Existing Venture Loan Agreement) incurred by the Existing Venture under the Existing Venture Loan Agreement on or after January 1, 2001 (other than any interest accruing on the Year-End 2000 Loan Amount for the 2001 Interim Period) shall be deemed paid in full and satisfied by the issuance of the New Membership Interest by the Existing Venture to Nortel Networks LLC and the execution and delivery of the Guaranty (the amount of such Obligations, the "Year 2001 Loan Amount");

(b) at the Closing, (i) the Company shall contribute to the capital of the Existing Venture all of the Company's Participating Interest (including the portion thereof attributable to interest accrued but unpaid under the

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Existing Venture Loan Agreement on the portion of the Obligations represented by the Year-End 2000 Loan Amount for the 2001 Interim Period), which Participating Interest was equal, as of December 31, 2000 and prior to the addition of interest for the 2001 Interim Period, to $9,834,343.15, (ii) Nortel Networks LLC shall contribute to the capital of the Existing Venture all of the Obligations remaining outstanding after the payment in full and satisfaction of the portion of such obligations equal to the Year 2001 Loan Amount as set forth in Section 4.01(a), less the amount of the Company's Participating Interest contributed to the capital of the Existing Venture pursuant to clause (i) of this Section 4.01(b) (the amount of such contribution by Nortel Networks LLC was equal, as of December 31, 2000 and prior to the addition of interest for the 2001 Interim Period, to $114,298,568.45), and (iii) the capital accounts of the Company and Nortel Networks LLC in the Existing Venture attributable to their respective Interests shall be appropriately adjusted to reflect the foregoing contributions to the capital of the Existing Venture (which shall be deemed to occur prior to the issuance of the New Membership Interest to Nortel Networks LLC), and the Company's and Nortel Networks LLC's respective Interests also shall be adjusted, on the basis of the Existing Venture valuation of $122,000,000.00, to reflect the same;

(c) prior to the Closing, the Company, at the Company's sole election, may require the Existing Venture to make an election pursuant to Section 754 of the Code;

(d) at the Closing, upon consummation of the transactions contemplated by Sections 4.01(a) and (b) above, the Existing Venture Loan Agreement

shall terminate (as set forth in greater detail in, and subject to, the Termination Agreement), and no further amounts may be advanced thereunder; and

(e) prior to the Closing, the Existing Venture shall not make any payments under the Existing Venture Loan Agreement without the prior written consent of Nortel Networks LLC.

4.02. Satisfaction of Existing Obligations.

(a) [Intentionally Omitted]

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(b) [Intentionally Omitted]

(c) [Intentionally Omitted]

(d) At the Closing, the Existing Venture shall issue the New Membership Interest, and Newco shall execute and deliver the Guaranty, in each case to Nortel Networks LLC. Such issuance of the New Membership Interest and the execution and delivery of the Guaranty shall be deemed to constitute payment in full and satisfaction of the following obligations of the Existing Venture:

(i) the portion of the Obligations equal to the Year 2001 Loan Amount, as set forth in Section 4.01(a); and

(ii) all amounts owed by the Existing Venture, as of the Closing, to Nortel Networks and/or its Affiliates for purchases of goods and/or services and/or royalties (other than any amounts deemed advanced under the Existing Venture Loan Agreement), including (x) in respect of purchases of goods and/or services by the Existing Venture on or prior to December 31, 1999, the aggregate amount of $17,200,000 (the "1999 Amount Payable"), (y) in respect of purchases of goods and/or services by the Existing Venture with respect to the year ended December 31, 2000, the aggregate amount of approximately $45,000,000 (subject to final reconciliation by the Company and Nortel Networks in good faith prior to the Closing) (the "2000 Amount Payable"), and (z) the aggregate amount owed to Nortel Networks and/or its Affiliates as of the Closing relating to (A) purchases of goods and/or services by the Existing Venture with respect to the 2001 Interim Period, and (B) royalties payable by the Existing Venture to Nortel Networks and/or its Affiliates with respect to the 2001 Interim Period (such aggregate amount, the "2001 Amount Payable").

(e) At the Closing, the obligations of the Existing Venture described in clause (ii)(z) of Section 4.02(d) above shall be offset by the aggregate amount (the "Nortel Amount Payable") owed by Nortel Networks and its Affiliates to the Existing Venture relating to purchases of goods and/or services from the Existing Venture by Nortel Networks and/or its Affiliates at all times prior to the Closing, as reflected in Section 4.02(f) below, and all obligations of Nortel Networks and/or or its Affiliates relating to such purchases (other than the obligation to return to the Existing Venture the inventory of Existing Venture products held by Nortel Networks and its Affiliates as of

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the Closing, as set forth on Schedule 8.01(f)) shall be deemed paid in full and satisfied in full as of the Closing.

(f) In connection with the issuance by the Existing Venture of the New Membership Interest to Nortel Networks LLC and the execution by Newco and delivery to Nortel Networks LLC of the Guaranty, as contemplated by Sections 4.01(a) and 4.02(d) above, all of the right, title and interest of Nortel Networks and its Affiliates (including Nortel Networks LLC) in and to the obligations and amounts set forth in clauses (i) and (ii) of Section 4.02(d), as adjusted by operation of Section 4.02(e), shall be deemed contributed by or on behalf of Nortel Networks LLC to the capital of the Existing Venture. The initial capital account balance of Nortel Networks LLC in the Existing Venture attributable to the New Membership Interest shall, as of the Closing, be equal to the New Membership Interest Balance. For the purposes of this Agreement, the term "New Membership Interest Balance" shall mean (i) the sum of (A) the Year 2001 Loan Amount, (B) the 1999 Amount Payable, (C) the 2000 Amount Payable and (D) the 2001 Amount Payable, less (ii) the sum of the Nortel Amount Payable and the Existing Venture Cash Balance. The Year 2001 Loan Amount, the 2001 Amount Payable, the Nortel Amount Payable, the Nortel Redemption Amount and the Existing Venture Cash Balance shall, subject to the other provisions of this Agreement, be determined by Nortel Networks and the Company in good faith as close to (but prior to) the Closing as reasonably practicable.

4.03. [Intentionally Omitted].

4.04. Contribution. At the Closing, immediately after consummation of all of the transactions contemplated by Sections 4.01 and 4.02, in exchange for Nortel Networks LLC's Interest in the Existing Venture, free and clear of any Liens, Newco shall issue to Nortel Networks LLC the Newco Shares, as follows (all such transactions, collectively, the "Contribution"):

(a) Nortel Networks LLC shall transfer all of its Interest in the Existing Venture to Newco by delivering to Newco an executed Instrument of Assignment and Assumption and thereafter delivering to Newco such other documents as Newco may reasonably request to effect the transfer on the books and records of the Existing Venture; and

(b) Newco shall issue the Newco Shares to Nortel Networks LLC, and shall deliver to Nortel Networks LLC one or more stock certificates in the aggregate representing the Newco Shares in the name of Nortel Networks LLC or such other subsidiary of Nortel Networks as Nortel Networks may specify in a notice delivered to Newco not less than two Business Days prior to the Closing."

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D. Article IV of the Original Agreement shall be amended by deleting the first sentence in Section 4.05 in its entirety and inserting the following in lieu thereof:

"At the Closing, each of the Company and Nortel Networks LLC shall execute and deliver the New Operating Agreement, amending and restating in its entirety

the Amended and Restated Limited Liability Company Agreement of the Existing Venture LLC, dated as of March 31, 1999 (the "Existing Venture Operating Agreement").".

E. Article IV of the Original Agreement shall be amended by adding at the end thereof a new Section 4.07 reading in its entirety as follows:

"On the Closing Date, immediately following the Closing and the consummation of the Contemplated Financing, the Existing Venture shall pay to Nortel Networks LLC, as the holder of the New Membership Interest and in partial redemption thereof (the "Closing Date Nortel Redemption"), the Nortel Redemption Amount, in cash in immediately available U.S. funds.

F. Article V of the Original Agreement shall be amended by deleting Section 5.01(h) in its entirety and inserting the following in lieu thereof:

"(h) Amendments. Amend the Company, Newco or Transition certificate of incorporation or by-laws, except that Newco may amend the Newco certificate of incorporation to contain terms identical to the Company's certificate of incorporation as in effect on the date hereof except that there shall be 325,000,000 authorized shares of stock and except that Newco's name shall be changed to "Arris Group, Inc."

G. Article V of the Original Agreement shall be amended by inserting at the end of the existing language of Section 5.02(b)(i) the following:

"; provided, however, that the actions and omissions relating to operations of the Existing Venture specified on Schedule 5.02(b) to the Agreement shall be conclusively deemed to be permitted by the provisions of this Section 5.02(b), and no such actions or omissions shall constitute, or be deemed or construed to constitute, a breach or violation of this Section 5.02(b)."

H. Article V of the Original Agreement shall be amended by

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deleting Section 5.02(b)(ii) in its entirety and inserting the following in lieu thereof:

"(ii) Distributions. Permit the Existing Venture to make any distributions to members (provided that the foregoing shall not apply to royalty payments, or other payments under commercial agreements, by the Existing Venture), except as otherwise provided in Section 4.01 or Section 4.02."

I. Article VII of the Original Agreement shall be amended by:

1. amending Section 7.13(a) by adding the following sentence at the end of such Section 7.13(a):

"Without limiting the generality of the foregoing, the Company shall keep Nortel Networks apprised of the status of all discussions with the lenders with respect to the Contemplated Financing (or any addition, deletion, amendment, modification, extension or

termination of the same or of any material term thereof), and shall provide Nortel Networks with (i) a written status report relating to such discussions not less frequently than every two weeks, and (ii) in any event, immediate written notice of any fact, circumstance or development which may affect the ability of the Company, Newco and the Existing Venture to consummate the Contemplated Financing in accordance with its terms.";

2. deleting Section 7.17 in its entirety and inserting the following in lieu thereof:

"7.17 Financing. Each of the Company and Newco shall use reasonable best efforts to close on the financing (the "Contemplated Financing") referenced in the commitment letters described in Section 6.01(u) above. Further, in the event that the Company and Newco are not able to close on the financing referenced in such commitment letters, each of the Company and Newco shall use its respective reasonable best efforts, both prior to and after the Closing if necessary, to close on a bank or other financing that would provide, on such terms (including availability and duration) as the Company in good faith believes are reasonable, working capital sufficient to fund their operations for the period from the Closing Date and until December 31, 2002 in accordance with the projections for such operations for such period which were provided by the Company to Nortel Networks on March 12, 2001 (subject to adjustment of such projections for any changes in the business occurring between the date hereof and the Closing Date which were not contemplated by such projections).";

3. deleting the first sentence of Section 7.21 in its entirety and inserting the following in lieu thereof:

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"Each of the parties hereto agrees to negotiate in good faith, prior to the Closing, the following agreements and instruments:

(a) the Sales Representative/Distribution Agreement;
(b) the Transition Services Agreement;
(c) the Supply and Manufacturing Agreement;
(d) the Development Agreement;
(e) the exhibits and schedules to the Intellectual Property Rights Agreement;
(f) the New Operating Agreement; and
(g) the Guaranty,

containing terms consistent with (i) with respect to the agreements listed in clauses (a) through (d) above, the term sheet therefor attached hereto as Exhibit I, as amended, as such terms may have been further developed and/or modified by the parties in discussions occurring during the period from October 18, 2000 to and including April 9, 2001, (ii) with respect to the exhibits and schedules listed in clause (e), the parties' discussions relating thereto during the period from October 18, 2000 to and including April 9, 2001, and (iii) with respect to the New Operating Agreement and the Guaranty, the other provisions of this Agreement (including Exhibit H and Exhibit I-2).";

4. amending the second sentence of Section 7.21 by adding (i) the words "listed in items (a) through (d) above" after the word "agreements" in the second line, (ii) the word "such"

before the word "unresolved" in the second line, and (iii) the word "such" before the word "unresolved" in the third line; and

5. deleting Section 7.22 in its entirety and inserting the following in lieu thereof:

"7.22 Amendments. Newco shall amend the Newco certificate of incorporation to contain terms identical to the Company's certificate of incorporation as in effect on the date hereof except that there shall be 325,000,000 authorized shares of stock and except that Newco's name shall be changed to "Arris Group, Inc.".

J. Article VIII of the Original Agreement shall be amended by

1. deleting Section 8.01(f) in its entirety and inserting the following in lieu thereof:

"(f) Inventory. Certain matters relating to the return to the

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Existing Venture of the inventory of Existing Venture products held by Nortel Networks and its Affiliates as of the Closing, payment by the Existing Venture for the same, and other matters relating to such inventory shall be addressed and resolved by the parties as set forth in Schedule 8.01(f)."; and

2. adding, at the end of Section 8.01, a new paragraph (g) of such Section 8.01 reading in its entirety as follows:

"(g) New Operating Agreement and Guaranty. The Company and Nortel Networks LLC shall have reached agreement on the form and substance of the New Operating Agreement and the Guaranty.".

K. Section 8.02(a) of Article VIII of the Original Agreement shall be amended by adding "(i)" after the word "except" in the seventh line of such Section and before the phrase "as would not have or reasonably be expected to have", and by adding a new clause at the end of the sentence reading in its entirety as follows:

", or (ii) as may arise or result from any action or omission contemplated by the proviso of Section 5.02(b)(i) and Schedule 5.02(b)."

L. Article VIII of the Original Agreement shall be amended by adding, at the end of Section 8.02, a new paragraph (f) of such Section 8.02 reading in its entirety as follows:

"(f) Financing. The Company, Newco and Existing Venture shall have obtained bank or other financing on terms no less favorable to Newco and the Company than those described in Exhibit A hereto, or the Company, Newco and Existing Venture shall have sufficient working capital and cash availability (from cash on hand, operations, borrowings under the Company's current credit facility or any replacement thereof, any equity financings and/or asset sales, and all other reasonably available sources), on such terms (including availability and duration, if applicable) as the Company in good faith believes are reasonable, to fund their operations for the period from the Closing Date and until December 31, 2002 in accordance with the projections for such operations for such period which were

provided by the Company to Nortel Networks on March 12, 2001 (subject to adjustment of such projections for any changes in the business occurring between the date hereof and the Closing Date which were not contemplated by such projections)."

M. Article VIII of the Original Agreement shall be amended by adding, at the end of Section 8.03, a new paragraph (f) and a new paragraph (g)

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of such Section 8.03 reading in their entirety as follows:

"(f) Financing. (i) The Company, Newco and Existing Venture shall have obtained bank or other financing on terms no less favorable to Newco and the Company than those described in Exhibit A, (ii) true, correct and complete copies of the definitive documentation for such bank or other financing shall have been provided to Nortel Networks, and (iii) no term or provision of such bank or other financing shall be materially different from, or in addition to, those set forth in Exhibit A, Exhibit H or Exhibit I-2, as applicable, in a manner that (A) restricts the ability of Nortel Networks to sell or transfer shares of Newco common stock (it being understood that if the definitive documentation for such financing provides that an acquisition by any Person of shares of Newco common stock comprising less than 30% of the then outstanding such shares, whether in one transaction or in a series of transactions, constitutes a default or an event of default, such provision shall be deemed to be "materially different" and to restrict the ability of Nortel Networks to transfer such shares for the purposes of this clause (iii)(A)), or (B) materially and adversely affects the ability of the Existing Venture to make payments in redemption of the New Membership Interest as contemplated by Exhibit H or any other payments due or to become due to Nortel Networks or its Affiliates (whether under the Agreement or any Ancillary Agreement or otherwise)."

"(g) New Membership Interest Balance. The New Membership Interest Balance shall not exceed $100,000,000.00."

N. Article IX of the Original Agreement shall be amended by deleting Section 9.01(c) in its entirety and inserting the following in lieu thereof:

"(c) Delay. At any time prior to the Effective Time, by Nortel Networks or, if the Company's Board of Directors so determines, by the Company, in the event that the Transactions are not consummated by the Outside Closing Date except to the extent that the failure of the Transactions then to be consummated arises out of or results from the knowing action or inaction of the party seeking to terminate pursuant to this Section 9.01(c) which action or inaction is in violation of its obligations under this Agreement."

O. Exhibit A to the Original Agreement shall be deleted and replaced with Exhibit A to this Amendment, Exhibit C to the Original Agreement shall be deleted and replaced with Exhibit B to this Amendment, Exhibit E to the Original Agreement shall be deleted and replaced with Exhibit C to this Amendment, Exhibit D to this Amendment shall be added as Exhibit F-2

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to the Agreement, Exhibit H to the Original Agreement shall be deleted and replaced with Exhibit E to this Amendment, Exhibit F to this Amendment shall be added as Exhibit I-2 to the Agreement, Exhibit G to this Amendment shall be added as Exhibit J to the Agreement, Schedule 5.01(b) to this Amendment shall be added as Schedule 5.01(b) to the Agreement and Schedule 8.01(f) to this Amendment shall be added as Schedule 8.01(f) to the Agreement.

P. Section 6.01(b)(iii) of the Company Disclosure Schedule is hereby deleted and replaced with Exhibit H to this Amendment.

Q. Except for the amendments expressly set forth above, the Original Agreement shall remain unchanged and in full force and effect.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

A. Each of the parties hereto represents and warrants to the other that it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Amendment.

B. The Company hereby represents and warrants that

(1) Subject, in the case of the consummation of the Merger, to receipt of the requisite approval and adoption of the "agreement of merger" (as such term is used in Section 251 of the DGCL) contained in the Agreement and the Merger by the holders of a majority of the outstanding shares of Company Common Stock entitled to vote thereon, the Company Board having unanimously adopted a resolution approving such "agreement of merger" and declaring its advisability, with Mr. John Ian Craig abstaining, this Amendment and all applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment have been duly authorized by all necessary corporate action of the Company, Newco and Transition and their respective Boards of Directors (assuming that neither Nortel Networks nor Nortel Networks LLC is an "interested stockholder" of the Company, Newco or Transition under Section 203 of the DGCL immediately before the execution and delivery of the Agreement), prior to the date hereof (which action has not been rescinded or modified in any way). The execution and delivery of this Amendment and all applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment by the Company, Newco and Transition have been duly authorized by the respective Boards of Directors of the Company, Newco and Transition and by the Company as the sole shareholder of Newco and by Newco as the sole shareholder of Transition. No other corporate proceedings on the part of Newco or Transition are necessary to authorize this Amendment or any of the applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment.

(2) This Amendment and each amendment and/or restatement of each of the pre-existing Ancillary Agreements to be executed and delivered as of the date hereof constitutes, and each other Ancillary Agreement when executed and delivered at the Closing will constitute, a legal, valid and binding obligation

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of the Company, Newco and/or Transition, as applicable,

enforceable in accordance with the terms of this Amendment or such Ancillary Agreement, as the case may be (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles, whether considered at law or in equity).

C. Nortel Networks and Nortel Networks LLC hereby represent and warrant that

(1) This Amendment and all applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment have been duly authorized and approved by all necessary corporate action of Nortel Networks and Nortel Networks LLC and their respective Board of Directors and Managing Member prior to the date hereof (which action has not been rescinded or modified in any way). The execution and delivery of this Amendment and all applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment by Nortel Networks and Nortel Networks LLC have been duly authorized by all requisite corporate or limited liability company (as applicable) action on the parts of Nortel Networks and Nortel Networks LLC. No other corporate proceedings on the parts of Nortel Networks and Nortel Networks LLC are necessary to authorize this Amendment or any of the applicable additional Ancillary Agreements and amendments to and/or restatements of pre-existing Ancillary Agreements contemplated by this Amendment.

(2) This Amendment and each amendment and/or restatement of each of the pre-existing Ancillary Agreements to be executed and delivered as of the date hereof constitutes, and each other Ancillary Agreement when executed and delivered at the Closing will constitute, a legal, valid and binding obligation of Nortel Networks and/or Nortel Networks LLC, as applicable, enforceable in accordance with the terms of this Amendment or such Ancillary Agreement, as the case may be (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles, whether considered at law or in equity).

ARTICLE III
MISCELLANEOUS

The provisions of Article X of the Original Agreement shall apply to this Amendment as if set forth herein in their entirety. To the extent that any provisions of the Existing Venture Operating Agreement are inconsistent with the provisions of the Agreement or impose any additional requirements for the

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execution and delivery of this Amendment, the Original Agreement or any Ancillary Agreement or the consummation of the Transactions, the Existing Venture Operating Agreement shall be deemed amended hereby in all respects necessary to eliminate all such inconsistencies and additional requirements.

[Remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

ANTEC CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Executive Vice President and Chief Financial Officer

NORTEL NETWORKS INC.

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

BROADBAND PARENT CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

BROADBAND TRANSITION CORPORATION

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By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

NORTEL NETWORKS LLC

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

ARRIS INTERACTIVE L.L.C.

By: /s/ David B. Potts

Name: David B. Potts
Title: Vice President and
Chief Financial Officer

EXHIBIT E
TERMS OF NEW MEMBERSHIP INTEREST (EXHIBIT H TO THE AGREEMENT)

ISSUER:	Existing Venture.
INITIAL HOLDER:	Nortel Networks LLC (together with any transferee, the "Holder").
NATURE OF INTEREST:	Limited liability company interest.
INITIAL CAPITAL ACCOUNT BALANCE:	New Membership Interest Balance.

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DISTRIBUTION PREFERENCE IN BANKRUPTCY; PREFERRED RETURN:	Subject to the subordination provisions, if (i) bankruptcy occurs and (ii) the Holder (or a transferee) remains a member, no other member of the Existing Venture shall be entitled to receive any distributions until the Holder has received (i) the New Membership Interest Balance and (ii) a return on the Holder's Invested Capital (to be defined) at the rate of 10% per annum, compounded annually ("Preferred Return").
MANDATORY REDEMPTION:	Subject to the following paragraph and the subordination provisions, the New Membership Interest shall be redeemed for cash (A) after the first six months after the Closing, at the rate of $33 million per fiscal quarter (the "Maximum Quarterly Nortel Redemption"), and (B) in any event, in full at the earlier of (i) the date occurring six months after the final maturity of the Bank Facility (as defined below), (ii) a "change of control" of Newco, (iii) bankruptcy and (iv) acceleration of the Bank Facility. During the first six months after the Closing, the Existing Venture shall not be obligated and shall not be permitted to make any redemption payments to Holder. After such six month period, for so long as any Senior Debt is outstanding, (1) the quarterly cash redemption obligation of the Existing Venture under clause (A) of the preceding paragraph shall not arise with respect to any particular fiscal quarter unless (a) prior to the date on which such cash redemption is made, the borrowers under the bank facility (the "Bank Facility") (the "Borrowers") are in compliance with all of their reporting requirements under the Bank Facility with respect to the immediately preceding fiscal quarter; (b) after giving pro forma effect to the cash redemption, no default or event of default shall have occurred and be continuing under the Bank Facility, and (c) the Existing Venture and the Company have certified under the Bank Facility, in the manner required by the terms of the Bank Facility, that the statement in clause (b) above is correct and that, after giving pro forma effect to such cash redemption, the Borrowers have excess availability of at least $75 million available under the Bank Facility, and (2) the Existing Venture's redemption obligations under clause (B) of the preceding paragraph shall not become payable. The New Membership Interest shall be redeemed in full

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at such time as the Holder has received cash redemption payments equal, in the aggregate, to the sum of (x) New Membership Interest Balance and (y) the Preferred Return on the Invested Capital to the time of such redemption.

For the avoidance of doubt, the foregoing limitations on the Holder's ability to exercise its redemption rights with respect to the New Membership Interest shall not apply to any other payments to be made by the Existing Venture, the Company or Newco (or any of their Affiliates) to Nortel Networks or any of its Affiliates (including Nortel Networks LLC), whether pursuant to the Agreement or any of the Ancillary Agreements, in connection with purchases of goods and/or services or licenses of intellectual property rights as of and after the Closing, or otherwise (including payments with respect to the Inventory and the German Inventory specified on Schedule 8.01(f) to the Agreement).

Notwithstanding anything to the contrary contained in the preceding two sentences, the Existing

Venture will only be obligated to make, and will only be permitted to make, the Closing Date Nortel Redemption if the Borrowers shall have certified under the Bank Facility, in the manner required by the terms of the Bank Facility, that (i) after giving pro forma effect to such Closing Date Nortel Redemption, no default or event of default shall have occurred under the Bank Facility, and (ii) after giving pro forma effect to such Closing Date Nortel Redemption, the Borrowers shall have excess availability of at least $85 million under the Bank Facility; provided that if the Existing Venture makes the Closing Date Nortel Redemption, the Maximum Quarterly Nortel Redemption shall be reduced by an amount equal to (aa) the Nortel Redemption Amount divided by (bb) 3.

COLLATERAL: None.

GUARANTOR: Issuer's Parent, on an unsecured, subordinated basis (see Exhibit I-2 to the Agreement).

MANDATORY For so long as any Senior Debt is outstanding, (x) if

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EXCHANGE FOR NEW SECURITIES:	any of the Company, Newco or any of their Affiliates (other than the Existing Venture) enter into an agreement to sell all or any portion of their membership interests in the Existing Venture, (y) if the applicable agents for the holders of the Senior Debt (the "Agents") forecloses on any of the membership interests in the Existing Venture, otherwise effects a sale in lieu of foreclosure or otherwise exercises any rights or remedies of a secured creditor with respect to such membership interests or (z) during the continuance of an event of default under the Senior Debt, upon notice from the requisite lenders, the New Membership Interest shall be exchanged for (i) Newco common stock with a value equal to the unredeemed portion of the New Membership Interest Balance plus the Preferred Return accrued to the date of exchange, (ii) Newco preferred stock with economic and other terms substantially equivalent to those of the New Membership Interest (which preferred stock shall, if the Holder so elects prior to the exchange, be convertible into Newco common stock), (iii) a subordinated note of Newco with a maturity date six months after the final maturity of the Bank Facility in an amount equal to the unredeemed portion of the New Membership Interest Balance plus the Preferred Return accrued to the date of exchange (which subordinated note shall, if the Holder so elects prior to the exchange, be convertible into Newco common stock), or (iv) any combination of the foregoing, in each case as selected by the Holder (the securities or other instruments receivable by the Holder in such exchange, the "New Securities"); provided that the Holder shall not be entitled to select the kind of New Securities which would trigger the change of control or put rights provisions of the Company's convertible subordinated notes issued under the Indenture (as modified in connection with the Supplemental Indenture to be entered into pursuant to Section 7.15 of the Agreement). Upon the exchange of the New Membership Interest for the New Securities as set forth above, the New Membership Interest would be completely extinguished (including, without limitation, any preference or other claim) and Holder would have no rights or claims whatsoever with respect to the Existing Venture under the New Membership Interest.
NEGATIVE COVENANTS:	None
AFFIRMATIVE	The Existing Venture shall be obligated to the Holder

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COVENANTS:	to comply with all reporting requirements under the terms of the Senior Debt, to make all requisite certifications to the lenders, so as to enable the exercise of the Holder's redemption rights. In addition, delivery of monthly, quarterly and annual financial statements; keep proper books and records; notice of defaults (under both the terms of the New Membership Interest and the Senior Debt); further assurances.
SUBORDINATION:	All obligations to Holder (under the New Membership Interest, the Guarantee and the New Securities, if any) will be subordinated to all obligations under the Bank Facility and other Senior Debt (to be defined to include any refinancing, replacement, amendment, restatement or

other modification of the Bank Facility) up to $175,000,000 in aggregate principal amount ($200,000,000 if the Bank Facility is increased to such amount as contemplated by the commitment letters for the Contemplated Financing attached as Exhibit A to the Agreement).

Full and complete subordination of obligations under New Membership Interest, Guaranty and obligations of Newco upon extinguishment of the New Membership Interest, to be in form and substance satisfactory to the Agents in their sole discretion. During the continuance of a payment default under the Bank Facility of which Holder has received notice, no redemptions will be made until the Bank Facility is paid in full in cash. Subject to restrictions contained in the paragraph on Mandatory Redemptions, as for any continuing non-payment default under the Bank Facility and of which Holder has notice, there shall be a 179 day blockage period on redemption, such blockage to be exercisable no more than once in any 365 day period. Subject to restrictions contained in paragraph on Mandatory Redemptions, once the event of default is cured or waived, the Existing Venture shall pay to Holder all payments which were blocked.

TRANSFERABILITY:	The New Membership Interest shall be freely transferable by the Holder with no requirement of consent of any other party, provided that any

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transferee shall be required to agree to be bound by all of the obligations of the transferor with respect to the transferred interest (including the subordination provisions).

OTHER PROVISIONS: Other customary and appropriate terms and provisions.

EXHIBIT F
TERMS OF THE GUARANTY (EXHIBIT I-2 TO THE AGREEMENT)

GUARANTOR: Newco

GUARANTEE: Nortel Networks LLC (together with any transferee, the "Holder")

COLLATERAL: None

GUARANTEED OBLIGATIONS: Full and prompt payment and performance (and not just of collection) of all obligations of the Existing Venture arising under, based on or in connection with the New Membership Interest, including but not limited to Issuer's obligations to make redemption payments to the Holder in accordance with the terms thereof. The Guaranty shall be absolute, unconditional, unlimited and continuing, subject only to the subordination in favor of the Lenders.

COVENANTS: Guarantor will, and will cause the Existing Venture and the Company to, comply with all of their respective reporting requirements under the terms of the Senior Debt and make all requisite certifications to the Lenders, so as to enable the exercise of the Holder's New Membership Interest redemption rights. Guarantor also shall not be permitted to make any dividend payments (and this covenant shall remain in effect notwithstanding any exchange of the New Membership Interest pursuant to the "Mandatory Exchange for New Securities" provisions set forth in Exhibit H to the Agreement and the termination of the Guaranty in connection therewith).

SUBORDINATION: See "Subordination" section in Exhibit H to the Agreement ("Terms of New Membership Interest").

TRANSFERABILITY The Guaranty shall be fully transferable by the Holder to any transferee(s) of the New Membership Interest, without the need for consent or any further action by Guarantor or any other party, and upon any such transfer(s) shall continue to

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be binding on Guarantor in full force and effect, provided that any transferee shall be required to agree to be bound by all of the obligations of the transferor with respect to the New Membership Interest and the Guaranty (including the subordination provisions).

OTHER TERMS: The Guaranty shall contain other provisions typical for an unlimited and unconditional guaranty, including but not limited to waivers of notice, diligence, defenses, unenforceability of underlying obligation, etc.; no subrogation until payment in full; no contest with the Holder, and payment of the Holder's collection costs and interest.

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EXHIBIT 10.1

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT, dated as of April 9, 2001 (this "Agreement"), by and among NORTEL NETWORKS LLC, a limited liability company organized under the laws of Delaware ("Investor"), NORTEL NETWORKS INC., a Delaware corporation ("Parent"), and BROADBAND PARENT CORPORATION, a Delaware corporation (the "Company").

WHEREAS, pursuant to an Agreement and Plan of Reorganization dated as of October 18, 2000, as amended by that First Amendment to Agreement and Plan of Reorganization dated as of April 9, 2001 (the "Plan of Reorganization"), among the Company, ANTEC Corporation, Broadband Transition Corporation, Parent, the Investor and Arris Interactive L.L.C., Investor will receive at the Closing (as such term is defined in the Plan of Reorganization) shares of Common Stock of the Company (the "Shares");

WHEREAS, as an inducement to the Company and ANTEC Corporation to enter into the Plan of Reorganization, Investor and Parent have agreed to enter into this Agreement to provide for certain agreements and obligations of the parties following the Closing;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1

DEFINITIONS

Section 1.1. Section 1.1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act.

"Agreement" has the meaning set forth in the preamble hereto.

"Associate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act.

"Auction" shall mean an auction of at least 90% of the outstanding Voting Securities of the Company, through stock sale, merger or comparable transaction, or sale of all of substantially all of the assets of the Company, conducted, in any such instance, by a nationally recognized investment banking firm selected by the Company and reasonably acceptable to the Investor.

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An "Auction" may include either (i) a broad or narrow solicitation of interest and may or may not involve multiple rounds of bidding as determined by the Board or a committee

thereof or (ii) any recapitalization, combination, merger, reverse merger, forward triangular merger, reverse triangular merger, asset sale or similar transaction.

"Beneficially Own" with respect to any securities means having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act without limitation by the 60-day provision in paragraph (d)(1)(i) thereof). The terms "Beneficial Ownership" and "Beneficial Owner" have correlative meanings.

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

"Business Day" means any day, other than a Saturday, Sunday or a day on which banking institutions in the State of Delaware are authorized or obligated by law or executive order to close.

"Certificate of Incorporation" means the Certificate of Incorporation of the Company, as amended from time to time.

"Change in Control" means the occurrence of any of the following events:

(a) the direct or indirect purchase or acquisition by any Person or 13D Group (other than an Excluded Person) of Beneficial Ownership of Voting Securities of the Company if, after giving effect to such acquisition, such Person or 13D Group would Beneficially Own Voting Securities representing a Voting Ownership Percentage of 20% or more; or

(a) the consummation by the Company or any of its Subsidiaries of a merger, consolidation or other business combination (including a sale of all or substantially all of the assets of the Company (other than to wholly-owned Subsidiaries of the Company)), whether or not stockholder approval is required, if immediately after giving effect to such transaction, the Persons who Beneficially Owned Voting Securities immediately prior to such transaction Beneficially Own in the aggregate Voting Securities (or voting securities in the case of a surviving entity other than the Company) representing a Voting Ownership Percentage (or voting power in the case of a surviving entity other than the Company) of less than 50% immediately after giving effect to such transaction; or

(b) the consummation by the Company of a plan of complete liquidation or dissolution of the Company.

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"Change in Control Transaction" means a transaction which, if consummated, would result in a Change in Control.

"Closing" means the closing of the transactions contemplated by the Plan of Reorganization.

"Closing Date" means the date of the Closing.

"Commission" means the Securities and Exchange Commission or any successor federal agency.

"Common Stock" means the Common Stock, par value $0.01 per share, of the Company.

"Company" has the meaning set forth in the preamble hereto.

"Confidentiality Agreement" has the meaning set forth in Section 4.1(a) hereof.

"Control" with respect to any Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or board membership, by contract or otherwise.

"Derivative Securities" means any subscriptions, options, conversion rights, warrants, phantom stock rights or other agreements, securities or commitments of any kind obligating the Company or any of its Subsidiaries to issue, grant, deliver or sell, or cause to be issued, granted, delivered or sold (i) any Voting Securities of the Company, (ii) any securities convertible into, exercisable for or exchangeable for any Voting Securities of the Company, or (iii) any obligations measured by the price or value of any shares of capital stock of the Company.

"Director" shall mean a director of the Company.

"Disposition" has the meaning set forth in Section 3.3 hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations promulgated from time to time thereunder.

"Excluded Person" means (i) any member of the Investor Group, (ii) any wholly-owned subsidiary of the Company or (iii) any underwriter temporarily holding Voting Securities in connection with a public offering of such securities.

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"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any government or any agency, bureau, board, commission, court, department, political subdivision, tribunal, or other instrumentality of any government (including any regulatory or administrative agency), whether federal, state or local, domestic or foreign.

"Independent Director" means a person who (apart from such directorship) (i) is not a current officer or employee of the Company or any Affiliate of the Company, (ii) is not a current director, officer or employee of the Investor, Parent or any member of the Investor Group, (iii) has not been in the past three years an officer, employee, stockholder holding more than 10% of the voting interest of, partner or Affiliate of the Company, the Investor, Parent, or the Investor Group.

"Initial Investor Nominee Notice" has the meaning set forth in Section 2.1(a) hereof.

"Investor" has the meaning set forth in the preamble hereto.

"Investor Group" shall mean (a) the Investor, (b) Parent, (c) any Subsidiary of the Investor or Parent, (d) any Affiliate of the Investor or Parent, and (e) any Person with whom the Investor, Parent or any Person included in the foregoing clauses (c) or (d) is part of a 13D Group.

"Investor Nominee Notice" has the meaning set forth in Section 2.1(a) hereof.

"Investor Nominee" has the meaning set forth in Section 2.1(a) hereof; provided, however, that John (Ian) Anderson Craig shall not be deemed an Investor Nominee unless expressly agreed to in writing by the Investor.

"Law" means any law, treaty, statute, ordinance, code, rule or regulation of a Governmental Entity.

"Market Price," shall mean on any trading day, with respect to shares of Common Stock or any other security which is listed on a national securities exchange, the last sale price regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices regular way, in either case on the principal national securities exchange on which the Common Stock or other security is listed or admitted to trading, or, if the Common Stock or other security is not listed or admitted to trading on any national securities exchange but is designated as a national market system security by the NASD, the last sale price, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, in either case as

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report on the NASD Automated Quotation/National Market System, or if the Common Stock or other security is not so designated as a national market system security, the average of the highest reported bid and lowest reported asked prices as furnished by the NASD or similar organization if the NASD is no longer reporting such information.

"NASD" means the National Association of Securities Dealers, Inc., or any successor organization.

"Ownership Cap" means a Voting Ownership Percentage of greater than 49.9%.

"Parent" has the meaning set forth in the preamble hereto.

"Person" means any individual, corporation, company, association, partnership, joint venture, limited liability company, trust or unincorporated organization, group (within the meaning of Rule 13d-5 under the Exchange Act) or a government or any agency or political subdivision thereof.

"Plan of Reorganization" has the meaning set forth in the preamble hereto.

"Process" has the meaning set forth in Section 4.2 hereof.

"Public Stockholders" means the stockholders of the Company other than (a) the members of the Investor Group,(b) any Person who has made a Third-Party Offer, (c) any Affiliate of any Person included in the foregoing clause (b), and (d) any Person with whom any Person included in the foregoing clauses (b) or (c) is part of a 13D Group.

"Purchasing Person" has the meaning set forth in Section 3.3(b)(II) hereof.

"Purchaser Standstill Agreement" has the meaning set forth in Section 3.3(b)(II) hereof.

"Qualified Offer" shall mean a written offer by the Investor, Parent or any member of the Investor Group to acquire at least 90% of the outstanding Voting Securities of the Company, through stock acquisition, merger or similar transaction, or all or substantially all of the assets of the Company.

"Registration Rights Agreement" means the Registration Rights Agreement to be entered into by the Company and the Investor in connection with the transactions contemplated by the Plan of Reorganization.

"Representatives" means, with respect to any Person, any of

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such Person's officers, directors, partners, employees, agents, attorneys, accountants, consultants or financial or other advisors or other Person associated with or acting on behalf of such Person.

"Required Disposition" has the meaning set forth in Section 3.5 hereof.

"Required Disposition Amount" has the meaning set forth in Section 3.5 hereof.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations promulgated from time to time thereunder.

"Sell Down Period" has the meaning set forth in Section 3.5 hereof.

"Shares" has the meaning set forth in the preamble hereto.

"Standstill Period" means the period commencing on the date hereof and ending on the termination of this Agreement pursuant to Section 5.

"Subsidiary" means, as to any Person, any other Person more than fifty percent (50%) of the shares of the voting stock or other voting interests of which are owned or controlled, or the ability to select or elect more than fifty percent (50%) of the directors or similar managers is held, directly or indirectly, by such first Person or one or more of its Subsidiaries or by such first Person and one or more of its Subsidiaries. A Subsidiary that is directly or indirectly wholly-owned by another Person except for directors' qualifying shares shall be deemed wholly-owned for purposes of this Agreement.

"Third-Party Offer" means a written offer by a Third-Party Person to acquire some, all or no shares of Common Stock held by members of the Investor Group and at least 90% of the outstanding shares of Common Stock held by the Public Stockholders, through stock acquisition, merger or similar transaction; provided, however, that a majority of the outstanding shares of Common Stock held by the Public Stockholders must be tendered in connection with this offer; and provided further, however, that the per share consideration offered to members of the Investor Group may be below the per share consideration offered to the Public Stockholders.

"Third-Party Person" means any Person other than (a) the Investor, (b) Parent, (c) any Subsidiary of the Investor or Parent, or (d) any Affiliate of any Person included in the foregoing clauses (a), (b) or (c).

"13D Group" shall mean any group of Persons who, with respect to those acquiring, holding, voting or disposing of Voting Securities would,

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assuming ownership of the requisite percentage thereof, be required under Section 13(d) of the Exchange Act to file a statement on Schedule 13D with the Commission as a "person" within the meaning of Section 13(d)(3) of the Exchange Act, or who would be considered a "person" for purposes of Section 13(g)(3) of the Exchange Act.

"Total Voting Power" shall mean, calculated at a particular point in time, the aggregate Votes represented by all then outstanding Voting Securities then entitled to vote.

"Ultimate Parent Entity" has the meaning set forth in Section 3.1.

"Votes" shall mean, at any time, with respect to any Voting Securities, the total number of votes that would be entitled to be cast by the holders of such Voting Securities generally (by the terms of such Voting Securities, the Certificate of Incorporation or any certificate of designations for such Voting Securities) in a meeting for the election of Directors held at such time.

"Voting Ownership Percentage" shall mean, calculated at a particular point in time, the Voting Power represented by the Voting Securities Beneficially Owned by the Person whose Voting Ownership Percentage is being determined.

"Voting Power" shall mean, calculated at a particular point in time, the ratio, expressed as a percentage, of (a) the Votes represented by the Voting Securities then entitled to vote with respect to which the Voting Power is being determined to (b) Total Voting Power.

"Voting Securities" means the shares of Common Stock and any other securities of the Company entitled to vote generally for the election of directors, and any securities which are convertible into, or exercisable or exchangeable for, Voting Securities.

Section 1.2. General Interpretive Principles. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The name assigned this Agreement and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole (including the exhibits, schedules and disclosure statements hereto), and references herein to Sections refer to Sections of this Agreement.

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SECTION 2

GOVERNANCE

Section 2.1. Directors Designated by the Investor. (a) Immediately following the Closing, the Board shall appoint as additional Directors the two (2) Investor Nominees (as defined in Section 2.1(b) below) who have been designated by the Investor in the Investor Nominee Notice (as defined in Section 2.1(b) below, the "Initial Investor Nominee Notice"). In the event of a vacancy caused by the removal, resignation or other cessation of service of any Investor Nominee from the Board, the Board shall promptly notify the Investor of any such removal, resignation or other cessation of service and shall elect as a Director (to serve until the Company's immediately succeeding annual meeting of stockholders) a new Investor Nominee who has been designated by the Investor in an additional Investor Nominee Notice that has been provided to the Company at least six (6) days prior the date of a regular meeting of the Board. The Investor shall nominate each Investor Nominee pursuant to an additional Investor Nominee Notice in advance of each meeting of stockholders at which such Investor Nominee is to be elected.

(b) The Investor shall provide notice to the Company (the "Investor Nominee Notice") as required by Section 2.1(a) above for each Investor Nominee, which notice shall contain the name of the person(s) it has designated to become Director(s) (the "Investor Nominees"). In addition, upon request by the Company, the Investor shall provide all information required by Regulation 14A and Schedule 14A under the Exchange Act with respect to each such Investor Nominee.

(c) The Company agrees, subject to Section 2.2 below, to include such Investor Nominee to be added to or retained on the Board pursuant to this Agreement in the slate of nominees recommended by the Board to the Company's stockholders for election as Directors and shall use its reasonable efforts to cause the election or reelection of each such Investor Nominee to the Board at each meeting of stockholders at which such Investor Nominee is up for election, including soliciting proxies in favor of the election of such persons, it being understood that efforts consistent with those used for other members of the slate recommended by the Board shall be deemed reasonable. In the event that, notwithstanding the provisions of this Section 2.1(c), any one or more Investor Nominees is not elected to the Board then, at the written request of the Investor made within thirty (30) days after the date of the stockholder meeting at which such one or more Investor Nominees were not elected, the Company shall promptly call a special meeting of the Company's stockholders (such special meeting to be held on a date not more than 60 days after receipt of such written request of the Investor) proposing the election of such Investor Nominees not elected to the Board or alternative Investor Nominees as may be designated by the Investor in accordance with Section 2.1 and in connection with such special meeting shall use its reasonable efforts to cause the election of such Investor Nominees by the stockholders of the Company, including recommending the election of such Investor Nominees and soliciting proxies in favor of the election of such Investor Nominees by the stockholders of the Company. In the event the Investor elects to call a special meeting of

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stockholders pursuant to this section, the Company shall, until such time as each such Investor Nominee being proposed by the Investor is elected to the Board, invite such Investor Nominee who was not elected to the Board to attend meetings of the Board as an observer, and the Company shall afford to such Investor Nominee, on as nearly equivalent basis as is possible (other than the right to vote) as would have been the case if such Investor Nominee had been elected to the Board, the opportunity to meaningfully participate in, express views with respect to and have influence on the deliberations of the Board, including through receipt, at the same time as the Board receives

the same, of all information and material as is distributed to the Board. The parties hereto agree that the Investor Nominees are not assuming any fiduciary duty toward the Company or its stockholders by virtue of the grant or exercise of observer rights to such Investor Nominees, as described in the immediately preceding sentence. At the direction of the Investor, the Company shall use reasonable efforts to cause the removal from the Board of Directors of any Investor Nominee.

(d) Except for any Investor Nominee who is an Independent Director, the Investor acknowledges that the Investor Nominees to the Board will not be entitled to receive any compensation as directors.

Section 2.2. Resignation of Investor Nominees. Unless otherwise agreed by the Company, (a) subject to clause (b) below, at such time that the Investor Group's Voting Ownership Percentage falls below 20%, Investor shall be entitled to only one Investor Nominee on the Board and the Investor shall cause one Investor Nominee then serving on the Board to offer his or her resignation from the Board immediately thereafter, and (b) the Investor shall cause all of the Investor Nominees then serving on the Board to offer their resignations from the Board immediately at any time after the Investor Group's Voting Ownership Percentage falls below 10%.

Section 2.3. Composition of the Board; Independent Directors. From and after the Closing, the Company shall use its reasonable best efforts to ensure that not less than 60% of the members of the Board are Independent Directors; provided, however, that upon the removal, resignation or other cessation of service of an Independent Director (other than an Independent Director who was an Investor Nominee, in which case the replacement of such director shall be in accordance with Section 2.1), the Company and the Board shall have a reasonable amount of time (not to exceed 60 days after such removal, resignation or other cessation of service) to replace such director with another Independent Director.

Section 2.4. Board Size. From and after the Closing, the Company agrees that the number of Directors constituting the whole Board shall not exceed 15 members.

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Section 2.5. Failure to Notify. Notwithstanding anything to the contrary in this Section 2, if the Investor fails to provide an Investor Nominee Notice to the Company with respect to any election of Directors, it shall be deemed that the Investor Nominees then serving as Directors, if any, shall be the Investor Nominees for reelection.

Section 2.6. Written Consent. The parties hereto agree that the provisions of Section 2 shall be deemed to apply to any written consent of stockholders in lieu of a meeting.

SECTION 3

ADDITIONAL AGREEMENTS

Section 3.1. Standstill Agreement. Subject to Section 3.4 hereof, during the Standstill Period, and, unless the Company shall have breached its obligation to nominate Investor Nominees pursuant to Section 2, the Investor and Parent shall not, and each of them shall cause

each other member of the Investor Group not to, directly or indirectly, alone or in concert with others:

(a) acquire, offer or propose to acquire or agree to acquire, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a partnership, limited partnership, syndicate or other 13D Group or otherwise, Beneficial Ownership of any Voting Securities, Derivative Securities or any other securities of the Company or any rights to acquire (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing) any Voting Securities, other than (i) the acquisition of the Shares pursuant to the Plan of Reorganization, (ii) the acquisition of Voting Securities as a result of any stock splits, stock dividends or other distributions, recapitalizations or offerings made available by the Company to holders of Voting Securities generally or (iii) in a transaction in which the Investor or Parent or an Affiliate of the Investor or Parent acquires a previously unaffiliated business entity that, to the knowledge of the Investor or Parent after reasonable inquiry (which inquiry shall be satisfied by the receipt of a written representation to such effect from the to-be-acquired business entity), owns shares of Voting Securities that represent less than 5% of the Company's outstanding Voting Securities; provided, that all such Voting Securities shall be subject to the terms of this Agreement; provided, further, that in the event a transaction contemplated by clause (iii) hereof, causes the Investor Group's Voting Ownership Percentage to exceed the Ownership Cap, the Investor will use reasonable best efforts to transfer, or cause such Affiliate to transfer, within twelve months following the consummation of such transaction and in a manner consistent with Section 3.5, such number of Voting Securities previously owned by the unaffiliated entity, so

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as to reduce the Voting Ownership Percentage of the Investor Group to no more than the Ownership Cap, and the Investor or such Affiliate will cause all such Voting Securities, pending their transfer, to be voted in accordance with the requirements of Section 3.2 below;

(b) propose or seek to effect any merger, business combination, restructuring, recapitalization or similar transaction involving the Company or any of its Subsidiaries or the sale of all or substantially all of the assets of the Company or any of its Subsidiaries except pursuant to Section 4.2 hereof;

(c) deposit any Voting Securities in a voting trust or subject any Voting Securities to any arrangement or agreement with respect to the voting of such Voting Securities, unless such voting trust provides that the Voting Securities will be voted consistent with the provisions of this Agreement;

(d) except for the exercise by the Investor Nominees of their fiduciary duties and except pursuant to Section 2 hereof, seek election to, seek to place a representative on, or seek the removal of any member of, the Board;

(e) engage in any "solicitation" (within the meaning of Rule 14a-1 under the Exchange Act) of proxies or consents (whether or not relating to the election or removal of directors) with respect to the Company, or become a "participant" in any "election contest" (within the meaning of the Exchange Act) or, unless the execution by the Investor, Parent or member of the Investor Group is first approved by the Board, execute any written

consent in lieu of a meeting of the holders of any class of Voting Securities that is solicited by or on behalf of any stockholder of the Company;

(f) call or seek to have called any meeting of the stockholders of the Company (except for the exercise by the Investor of its rights pursuant to this Agreement);

(g) unless approved by the Board of Directors, initiate, propose or otherwise solicit stockholders for the approval of any stockholder proposal (as described in Rule 14a-8 under the Exchange Act) with respect to the Company;

(h) form, join or in any way participate in or assist in the formation of a 13D Group with respect to any Voting Securities, other than any such "group" consisting exclusively of the Investor, Parent and other Affiliates of the Investor or Parent who have acquired Voting Securities

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in accordance with this Agreement;

(i) disclose or publicly announce any intention, plan or arrangement inconsistent with the foregoing; or

(j) intentionally finance any other persons in connection with any of the foregoing types of activities; provided, however, that nothing in this Section 3.1 shall (i) limit any rights of the members of the Investor Group under the Registration Rights Agreement, (ii) prohibit any individual who is serving as a Director of the Company, solely in his or her capacity as a Director, from (x) exercising his or her fiduciary duties, (y) taking any action or making any statement at any meeting of the Board of Directors or of any committee thereof, or (z) making any statement or disclosure required under federal securities laws or other applicable Law, (iii) restrict any disclosure or statements required to be made by any member of the Investor Group under applicable Law to the extent any such requirement does not arise from actions by the Investor Group inconsistent with this Agreement, (iv) limit the rights of the Investor Group pursuant to Sections 2, 3.2, 3.4 or 4.2 hereof or (v) limit the ability of any member of the Investor Group, in its sole discretion, directly or indirectly, alone or in concert with others, from participating in discussions or negotiations with a Third-Party Person with respect to a Third-Party Offer (it being acknowledged and agreed that (A) the members of the Investor Group can indicate to such Third-Party Person their preliminary interests or intentions with respect to such Third-Party Offer and (B) no member of the Investor Group shall be deemed to be in breach of this Section 3.1 to the extent that a majority of the outstanding shares of Common Stock held by the Public Stockholders is not tendered in connection with such Third-Party Offer); provided, however, with respect to clause (v), that such member of the Investor Group (A) provide the Company with written notice of the identity of such Third-Party Person as soon as reasonably practicable after either the Chief Financial Officer of Nortel Networks Corporation (or any successor thereto) (the "Ultimate Parent Entity") or the senior member of the Ultimate Parent Entity's Mergers and Acquisitions Group (or any successor thereto) becomes aware of discussions or negotiations by a member of the Investor Group relating to a bona fide Third-Party Offer and (B) allow the Company to participate in such discussions or negotiations.

Section 3.2. Voting. At all times during the Standstill Period and to the full extent permitted by Delaware law, the Investor and Parent shall and shall cause each other member of the Investor Group to vote all Voting Securities which they Beneficially Own, at any stockholder

meeting or in connection with any action by written consent at or in which such Voting Securities are entitled to vote, in favor of the slate of nominees (including any Investor Nominee to be included in such slate in accordance with Section 2) proposed by the Board; provided, that any Investor Nominee nominated by the Investor for inclusion in such slate pursuant to Section 2.1 is so

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included. Notwithstanding the foregoing, any member of the Investor Group, in its sole discretion, may freely vote any Voting Securities which it Beneficially Owns on any proposed Change in Control Transaction which requires the approval of the Company's stockholders generally.

Section 3.3. Dispositions. During any period of time during the Standstill Period when the Investor Group shall Beneficially Own Voting Securities representing at least 10% of the Total Voting Power of the Company, the Investor and Parent shall not and shall cause each other member of the Investor Group not to, directly or indirectly (including, without limitation, through the disposition or transfer of any equity interest in another Person), sell, assign, transfer, pledge, hypothecate, grant any option with respect to or otherwise dispose of any interest in (or enter into an agreement or understanding with respect to the foregoing) any Voting Securities (a "Disposition"), except as set forth below in this Section 3.3.

(a) Dispositions may be made to Affiliates of the Investor, Parent or members of the Investor Group; provided, that such Affiliates agree in writing to be bound by this Agreement to the same extent as the Investor and Parent and such Affiliates at all times remain Affiliates of the Investor, Parent or members of the Investor Group.

(b) Dispositions of Voting Securities may be made to Persons other than members of the Investor Group pursuant to (i) a bona fide public offering effected in accordance with the Registration Rights Agreement, (ii) in bona fide open market "brokers' transactions" or transactions directly with a "market maker" as permitted by the provisions of Rule 144 as currently promulgated under the Securities Act, and (iii) in privately-negotiated transactions to (A) any Person specified in Rule 13d-1(b)(1)(ii) promulgated under the Exchange Act who would be eligible based on such person's status and passive intent with respect to the ownership, holding and voting of such Voting Securities to report such person's ownership of such Voting Securities (assuming such person owned a sufficient number of such Voting Securities to require such filing) on Schedule 13G or (B) any other Person; provided, however, that:

(i) Dispositions shall not be made pursuant to clause (iii)(A) of this Section 3.3(b) if any Person to whom the Disposition in question is made would, to the knowledge of the Investor after reasonable inquiry (which inquiry shall be satisfied by the receipt of a written representation to such effect from such Person), after giving effect to such Disposition, together with such Person's Affiliates and Associates and the members of any 13D Group existing with respect to Voting Securities of which such Person is a part Beneficially Own Voting Securities representing more than 10% of the Total Voting Power then outstanding.

(ii) Dispositions shall not be made pursuant to clause (iii)(B) of this Section 3.3(b) unless the Person purchasing the Voting Securities, together with such Person's Affiliates and Associates and the members of any 13D Group existing with respect to Voting Securities of which such Person is a part (any such Person and its Affiliates, Associates

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and 13D Group members being collectively referred to herein as a "Purchasing Person"), shall have executed and delivered to the Company a written agreement (which agreement shall be addressed to the Company and reasonably satisfactory in form and substance to the Company) (a "Purchaser Standstill Agreement") of each such Purchasing Person to be bound by Section 3 of this Agreement to the same extent as the Investor as if references to the Investor in such Section were to such Purchasing Person.

(iii) No Disposition shall be made (other than pursuant to Section 3.3(b)(i)) if such Disposition would constitute a distribution in violation of Regulation M under the Exchange Act by reason of any repurchase program of the Company then announced.

(c) Dispositions may be made to the Company in accordance with Section 3.4 hereof.

(d) Dispositions may be made pursuant to a tender offer, exchange offer or any other transaction (x) which is recommended to stockholders of the Company by the Board of Directors (or, in the case of a tender or exchange offer, which is not within 10 Business Days of the commencement thereof opposed by the Board of Directors) or (y) in the case of a merger or other business combination transaction, which has been approved by the stockholders of the Company (including approval without a meeting pursuant to the short-form merger provisions of the Delaware General Corporation Law) in a manner so as to be legally binding on all stockholders of the Company and so as to require the disposition by such stockholders of their shares pursuant to such merger or other business combination transaction (without regard to this Agreement).

(e) [Intentionally omitted.]

(f) Dispositions may be made pursuant to a Third-Party Offer, it being acknowledged and agreed that the Investor Group has sole discretion with respect to the number of Voting Securities, if any, sold by the Investor Group in the Third-Party Offer.

(g) If the Investor intends to effect a Disposition in accordance with Section 3.3(b)(iii), it shall give the Company as much prior notice of such intention as is reasonably practicable, but in any event at least three (3) days prior to the closing of such Disposition.

Section 3.4. Qualified Offer. Notwithstanding anything to the contrary contained in Section 3.1, the Investor, Parent or any member of the Investor Group may make a Qualified Offer in accordance with the following procedure:

(a) In connection with any Qualified Offer, the Investor shall deliver the Qualified Offer in writing to the Company. In the event that the Company does not accept such Qualified Offer in writing within thirty (30)

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days after receipt, such offer shall be deemed withdrawn and the Company shall promptly commence an Auction in which the Investor, Parent and the Investor Group will be given a full and fair opportunity, as conclusively determined by the Board in good faith, to participate on terms, and to have any bid submitted by the Investor, Parent or any member of the Investor Group in such Auction evaluated on a basis, no less and no more favorable to the Investor than those afforded to other Auction participants.

(b) Any Auction shall be subject to the following provisions:

(i) The Auction shall be completed within 90 days after the Company receives the Qualified Offer and the corresponding sale shall close within 90 days after completion of the Auction.

(ii) In the event that (A) the Investor Group is not the successful bidder in an Auction conducted pursuant to Section 3.4(a) or does not elect to participate in the Auction, and (B) the Company has received a fairness opinion from a nationally-recognized investment banking firm, which is selected by the Company and reasonably acceptable to the Investor, to the effect that the successful bidder's transaction provides the Company or its stockholders, as the case may be, with the highest value of all of the bids received in the Auction, then the Investor and Parent shall, and each of them shall cause the Investor Group to, vote all of their Voting Securities in favor of the successful bidder's transaction (provided that this agreement to vote in favor of such transaction does not waive any other rights that any member of the Investor Group may have under Delaware law, other than dissenter's rights), tender their shares (in the event of a tender or exchange offer), and otherwise reasonably cooperate in consummating the transaction.

(iii) The Company, the Investor and Parent agree that the purchase price per share set forth in the Qualified Offer is highly confidential and, as such, the Company on the one hand and the Investor, Parent and the Investor Group, on the other, shall not, to the extent legally permissible, disclose such purchase price per share to any third party without the prior written consent of the other party.

(c) To the extent that the consideration in a Qualified Offer or in any competing bid in an Auction is securities, the value of any securities offered shall equal the average Market Price per share or per unit of such securities during the 30 consecutive trading days immediately preceding the Company's receipt of the Qualified Offer or the receipt of the bid by the Company, respectively. In the case of any securities not theretofore traded, the value of such securities shall be determined by a nationally recognized investment banking firm selected by the Company and reasonably acceptable to the Investor. The Investor and the Company shall use their reasonable best efforts

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to cause any such determination of value to be made within five (5) business days following the Company's receipt of a Qualified Offer or a bid, as the case may be.

Section 3.5. Required Dispositions. If, at any time during the Standstill Period, the Voting Ownership Percentage of the Investor Group shall exceed the Ownership Cap, solely as a result of any transactions contemplated by Section 3.1(a)(iii) then, if and to the extent requested by the Company by written notice to the Investor which may be made at any time, the Investor shall, within twelve months after such request (the "Sell Down Period"), dispose of, or cause the other members of the Investor Group to dispose of (a "Required Disposition"), such number of Voting Securities owned by the Investor Group as shall be necessary to reduce the Voting Ownership Percentage of the Investor Group to no more than the Ownership Cap (the "Required Disposition Amount"); provided that any such Required Disposition shall be subject to the provisions of Section 3.3 and provided, further, that the Investor agrees that such Voting Securities in excess of the Ownership Cap shall be voted by the Investor Group at any meeting of

stockholders (or action by written consent in lieu of any such meeting) in accordance with Section 2. Notwithstanding the foregoing, if any Required Disposition during the applicable Sell Down Period (A) would result in liability or potential liability to the Investor or other members of the Investor Group under Section 16(b) of the Exchange Act, or the rules and regulations promulgated thereunder, or (B) would be prohibited as a result of the restrictions set forth in the Registration Rights Agreement on transfer of Voting Securities, then such Sell Down Period (x) shall, in the case of clause (A) above, begin on the first date on which such Required Disposition may be effected without liability or potential liability under Section 16(b) of the Exchange Act, or the rules and regulations promulgated thereunder, and (y) with respect to clause (B) above, be extended by the number of days that the Investor Group is restricted from selling Voting Securities under the Registration Rights Agreement.

SECTION 4

ADDITIONAL COVENANTS

Section 4.1. Certain Information. (a) Subject to applicable law and the provisions of this Agreement, all information provided to the Investor or the Company hereunder shall be provided in confidence in accordance with the provisions of the Confidentiality Agreement (the "Confidentiality Agreement"), dated May 9, 2000, between ANTEC Corporation and Parent.

(b) To the extent reasonably requested by the

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Investor, the Company will and will cause its Representatives to provide information regarding the Company and its Subsidiaries, and otherwise cooperate with, the Investor so as to enable the Investor to prepare financial statements in accordance with GAAP and to comply with its disclosure requirements under securities laws and regulations. The costs associated with providing the foregoing information shall be borne by the Investor.

(c) From time to time upon reasonable advance request by the Company, the Investor will notify the Company of the amount of each class of Voting Securities then Beneficially Owned by the Investor Group. From time to time upon reasonable advance request by the Investor, the Company will provide the Investor with information known to the Company with respect to the number of votes entitled to be voted by stockholders of the Company at the time of such request; provided, however, that the Company shall not be obligated pursuant to this Section 4.1(c) to make any general solicitation of stockholders of the Company in connection therewith.

Section 4.2. Right to Participate in Sale of the Company. So long as the Investor Group shall Beneficially Own Voting Securities representing at least 20% of the Total Voting Power of the Company, the Company shall not enter into, and the Board shall not publicly recommend to stockholders or approve, a definitive agreement providing for a Change in Control Transaction, unless prior thereto (i) the Investor shall have been given at least 30 days prior notice of the proposed Change in Control Transaction and of the material terms thereof and the Investor (or any other member of the Investor Group or Third-Party Person designated by the Investor) shall have been given a full and fair opportunity, as conclusively determined by the Board in good faith, to participate in the bidding process (the "Process") undertaken by the Company (if any) in advance of such Change in Control Transaction on terms, and to have any

proposal submitted by the Investor (or such other member of the Investor Group or Third-Party Person) pursuant to clause (ii) below evaluated on a basis, no less and no more favorable to the Investor (or such other member of the Investor Group or Third-Party Person) than those afforded to other interested parties, (ii) the Investor (or such other member of the Investor Group or Third-Party Person) shall have been permitted notwithstanding the restrictions contained in Section 3.1, to submit a proposal for an alternative transaction during the Interim Period (as defined below) or in connection with such Process, subject in any event to the Board's right to accept or reject any such proposal as may be made, (iii) the Interim Period shall have terminated or (iv) the Change in Control Transaction resulted from an Auction conducted in accordance with Section 3.4. "Interim Period" shall mean the period commencing on the date of the delivery to the Investor by the Company of written notice (such notice, the "Change in Control Transaction Notice") of its consideration of an action in respect of a Change in Control Transaction and ending on the date which is the later of (i) the 30th day thereafter, and (ii) the public announcement by the Company of the taking of any action in respect of a Change in Control

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Transaction.

Section 4.3. Publicity. Except as required by Law or by obligations pursuant to any listing agreement with any relevant securities exchange, neither the Company or any of its Affiliates nor the Investor, Parent or any of their Affiliates shall, without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, make any public announcement or issue any press release with respect to the transactions contemplated by this Agreement. Prior to making any public disclosure required by applicable Law or pursuant to any listing agreement with any relevant national exchange, the disclosing party shall consult with the other party, to the extent feasible, as to the content of such public announcement or press release. Notwithstanding the foregoing, the Investor, Parent and the Company may, in meetings with securities and other financial analysts and press interviews, disclose information (other than non-public information) concerning the transactions contemplated hereby and the Investor's and Parents' investment in the Company and in a manner not inconsistent with prior joint public announcements regarding the transactions and in a manner consistent with the other terms of this Agreement.

Section 4.4. Legend. The Investor agrees to the placement on certificates representing the Shares of a legend substantially as set forth below, unless the Company determines otherwise, in accordance with the opinion of counsel:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR NON-U.S. JURISDICTION AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF SUCH OTHER JURISDICTIONS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS (INCLUDING PROVISIONS THAT RESTRICT THE TRANSFER OF SUCH SECURITIES) OF AN AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

> DATED AS OF APRIL 9, 2001 AMONG THE COMPANY, NORTEL NETWORKS LLC AND NORTEL NETWORKS INC., COPIES OF WHICH ARE ON FILE AT THE OFFICES OF THE SECRETARY OF THE COMPANY."

SECTION 5

TERMINATION

Section 5.1. Termination. (a) Subject to Section 5.2 hereof, this Agreement may be terminated by notice in writing at any time by either the Investor or the Company if:

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(i) the Plan of Reorganization is terminated;

(ii) a transaction pursuant to a Third-Party Offer is consummated; or

(iii) the Company and the Investor so mutually agree in writing.

(b) Subject to Section 5.2 hereof, and without limiting any liability of the Company or the Investor for any breach of its obligations hereunder, this Agreement may be terminated by notice in writing by either the Investor or the Company at any time after the Investor Group, collectively, ceases to Beneficially Own at least 10% of the Total Voting Power of the Company.

Section 5.2. Effect of Termination. If this Agreement is terminated in accordance with Section 5.1 hereof, this Agreement shall become null and void and of no further force and effect except that (i) the terms and provisions of this Section 5, Section 4.1(a) and Section 6.1 shall remain in full force and effect, and (ii) any termination of this Agreement shall not relieve any party hereto from any liability for any breach of its obligations hereunder.

SECTION 6

MISCELLANEOUS

Section 6.1. Fees and Expenses. Each party shall bear its own expenses, including the fees and expenses of any Representatives engaged by it, incurred in connection with the this Agreement and the transactions contemplated hereby.

Section 6.2. Notices. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered, telecopied (with confirmation) or three Business Days after being mailed by registered or certified mail (return receipt requested) or one Business Day after being delivered by overnight courier to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto:

if to Investor:

Nortel Networks LLC
200 Athens Way
Nashville, TN 37228
Attn: Legal Department

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Facsimile: (615) 432-4067

and with a copy to:

Nortel Networks Inc.
2221 Lakeside Blvd.
Richardson, TX 75082
Attn: Robert Fishman
Facsimile: (972) 684-3888

if to Parent:

Nortel Networks Inc.
200 Athens Way
Nashville, TN 37228
Attn: Legal Department
Facsimile: (615) 432-4067

and with a copy to:

Nortel Network Inc.
2221 Lakeside Blvd.
Richardson, TX 75082
Attn: Robert Fishman
Facsimile: (972) 684-3888

if to the Company:

Broadband Parent Corporation
c/o ANTEC Corporation
11450 Technology Circle
Duluth, GA 30097
Attn: Larry Margolis
Facsimile: (678) 473-8470

and with a copy to:

ANTEC Corporation
11450 Technology Circle
Duluth, GA 30097
Attn: Bob Stanzione
Facsimile: (678) 473-8470

Section 6.3. Entire Understanding; Amendment. This Agreement and the

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documents described herein or attached or delivered pursuant hereto (including, without limitation, the Plan of Reorganization and the Registration Rights Agreement) and the Confidentiality Agreement set forth the entire agreement between the parties hereto with respect to the matters provided herein and therein. Any provision of this Agreement may be amended or modified in whole or in part at any time by an agreement in writing among the parties hereto executed in the same manner as this Agreement. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as waiver thereof, nor shall any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 6.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original but all of which when taken together shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without regard to the conflict of law principles thereof.

Section 6.6. Assignment; No Third Party Beneficiaries. (a) Neither this Agreement, nor any of the rights, interests or obligations shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however that (i) the Investor may assign its rights, interests and obligations under this Agreement to any other Affiliate of the Investor in connection with a transfer of Voting Securities to such Affiliate, without the consent or approval of any other party hereto, and (ii) in the event of such assignment, the assignee shall agree in writing to be bound by the provisions of this Agreement.

(b) This Agreement shall not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns; provided, however, that the provisions of this Agreement are intended for the benefit of members of the Investor Group.

Section 6.7. Remedies; Waiver. To the extent permitted by Law, all rights and remedies existing under this Agreement and any related agreements or documents are cumulative to, and are exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

Section 6.8. Specific Performance. Each party hereto acknowledges that, in view of the uniqueness of the transactions contemplated by this Agreement, the other party would not have an adequate remedy at law for money damages in the event that this Agreement has not

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been performed in accordance with its terms. Each party therefore agrees that the other party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

Section 6.9. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as it is enforceable.

Section 6.10. Amendment and Restatement. This Agreement amends and restates in its entirety the Investor Rights Agreement, dated as of October 18, 2000, by and among the Investor, the Parent and the Company (the "Old Investor Rights Agreement"). The Old Investor Rights Agreement is hereby terminated in its entirety and is of no further force or effect. The Investor, the Parent and the Company hereby waive any and all rights, claims, causes of action or otherwise with respect to the Old Investor Rights Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto by their respective duly authorized officers, all as of the date first above written.

NORTEL NETWORKS LLC

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

NORTEL NETWORKS INC.

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

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BROADBAND PARENT CORPORATION

By:/s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

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EXHIBIT 10.2

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

by and between

NORTEL NETWORKS LIMITED

and

ARRIS INTERACTIVE, L.L.C.

Dated as of _____, 2001

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INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement (this "IPR Agreement"), dated as of ____, 2001, is by and between NORTEL NETWORKS LIMITED, a corporation organized under the laws of Canada ("Nortel Networks"), on its behalf and on behalf of its wholly owned subsidiaries (hereinafter collectively "Nortel Networks"), and ARRIS INTERACTIVE, L.L.C., a limited liability company organized under the laws of Delaware ("Existing Venture").

WITNESSETH:

WHEREAS pursuant to the Intellectual Property Rights Agreement effective November 17, 1995 among ANTEC Corporation, Nortel Networks Inc. (a wholly owned subsidiary of Nortel Networks) and Existing Venture, as amended by the Agreement dated February 27, 1998 among ANTEC Corporation, Nortel Networks Inc. and Existing Venture, and by the Amendment to Intellectual Property Rights Agreement dated March 31, 1999 among ANTEC Corporation, Nortel Networks, Nortel Networks Inc. and Existing Venture, the respective parties had defined their rights and obligations with respect to certain joint development activities; and

WHEREAS pursuant to the License Agreement entered into November 17, 1995 between Nortel Networks Inc. and Existing Venture, as amended by the Agreement dated February 27, 1998 among ANTEC Corporation, Nortel Networks Inc. and Existing Venture, and by the Amendment to License Agreement dated March 31, 1999 among Nortel Networks, Nortel Networks Inc. and Existing Venture, Nortel Networks and Nortel Networks Inc. granted Existing Venture certain license rights under Intellectual Property Rights in Cornerstone Total Access, Voice and Data and BTD Cable Modem products; and

WHEREAS, pursuant to the Agreement and Plan of Reorganization (the

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"Merger Agreement") Nortel Networks LLC contributed all of its interest in Existing Venture to Broadband Parent Corporation ("Newco") and, accordingly, Newco owns or controls, directly or indirectly, 100% of the interest in Existing Venture; and

WHEREAS Existing Venture seeks to have ownership of certain Intellectual Property Rights of Nortel Networks, and to modify certain Intellectual Property Rights it had licensed from Nortel Networks and Nortel Networks Inc., and Nortel Networks and Nortel Networks Inc. are willing to grant such ownership and modifications subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

1.01. Certain Definitions. As used herein, unless otherwise defined below, capitalized terms have the meaning ascribed to them in the Merger Agreement:

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"Administrative Services" means any financial, human resources, sales and marketing, order management, bills of materials, logistics, customs/excise, information systems, or administrative process or services, including any computer software used in connection therewith, supplied to Existing Venture by or on behalf of Nortel Networks or any of its Affiliates.

"Affiliate" shall mean a company which Nortel Networks effectively owns or controls, and continues to own or control, directly or indirectly, fifty percent (50%) or more of the voting stock or ownership interest therein, and shall include its parent Nortel Networks Corporation and its Affiliates.

"Existing Venture" shall have the meaning set forth in the first paragraph of this Agreement.

"Existing Venture Company" shall mean any of Existing Venture, ANTEC Corporation and Newco, and "Existing Venture Companies" shall mean all of Existing Venture, ANTEC Corporation and Newco.

"Existing Venture Intellectual Property Rights" means all of the Intellectual Property Rights that are owned by Existing Venture as at the Effective Time, a complete list of which is attached hereto as Schedule A.

"Existing Venture Products" shall mean those products of Existing Venture, in existence as at the Effective Time, identified on Schedule B, attached hereto.

"Existing Venture Royalty Products" shall mean those products and services of a Licensed Existing Venture Company which embody Licensed Intellectual Property Rights, and which are (i) not natural improvements and evolutions of Licensed Products, and/or (ii) not used in the delivery of narrowband and broadband services over Hybrid Fiber Coaxial Cable Networks.

"CMTS IPR" shall mean those Transferred Intellectual Property Rights that as of the Effective Time are (i) owned by Nortel Networks, and (ii) either exclusively embodied in or exclusively used by the Existing Venture Product known as CMTS, or exclusively used in the development, manufacture and sale of CMTS.

"Competing Company" shall mean any of the companies listed in Schedule C, attached hereto, and shall include any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such companies.

"Confidential Information" shall mean information disclosed from one Party to the other which is marked "confidential" or "proprietary" or by words of like import, or which because of its nature or the circumstances surrounding its disclosure would reasonably be considered to be confidential.

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"Copyrights" shall have the meaning set forth in the definition of Intellectual Property Rights.

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"Excluded Intellectual Property" means Intellectual Property Rights embodied in or related to Administrative Services, Nortel Networks Components, or Design Tools (as defined in the Design Tool License Agreement between the parties dated October__, 2000).

"Hybrid Fiber Coaxial Cable Network" shall mean a broadcast network that combines coaxial cable and fiber optic cable (but not including all-fiber or fiber-copper networks) in the delivery of services from headend to subscriber premises.

"Improvements" shall mean improvements, innovations, enhancements, modifications or derivative works by an Existing Venture Company to the Licensed Intellectual Property Rights after the Effective Time.

"Intellectual Property Rights" shall mean all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (A) trade names, registered and unregistered trademarks and service marks, brand names, internet domain names, and trade dress and rights, trade names, business names, words, symbols, color schemes and other indications of origin, and all applications (including intent to use applications) to register any of the foregoing, and all goodwill associated with any of the foregoing (collectively, "Trademarks"); (B) patents or models, industrial designs and all applications therefor, including any and all continuation, divisional, provisional, continuation-in-part, reexamination and reissue patent applications and their extensions, and any patents issuing therefrom (collectively, "Patents"); (C) trade secrets, knowhow and other confidential or non-public business information, including ideas, formulas, compositions, inventions, inventors' certificates, invention disclosures, discoveries and improvements, know-how, manufacturing and production processes and techniques, and research and development information; drawings, specifications, plans, proposals and technical data; financial, marketing and business data, pricing and cost information; business and marketing plans and customer and supplier lists and information, including rights to limit the use or disclosure of confidential information by any Person; in each case whether patentable, copyrightable or not ("Trade Secrets"); (D) computer programs, software, firmware and databases, including the routines, subroutines, concepts, processes, algorithms, formulas, ideas and know-how contained therein, and any corrections, "patches", updates, upgrades or revisions thereto, and all documentation therefor, in each case whether patentable, copyrightable or not (collectively, "Software"); (E) copyrights and moral rights in writings and other works of authorship, including marketing materials, brochures, training materials, and Software, including all registrations and applications therefor (collectively, "Copyrights"); and (F) mask work and similar rights, including rights created under Sections 901-914 of Title 17 of the United States Code, including all registrations and applications to register any of the foregoing, and any other rights protecting integrated circuit or chip topographies or designs (collectively, "Mask Works").

"IPR Agreement" shall have the meaning set forth in the first paragraph of this IPR Agreement.

"IPR Contracts" shall mean the contracts, purchase orders, agreements, third party software licenses and other rights and obligations of Nortel Networks and its Affiliates relating to the Transferred Intellectual Property Rights which are to be assumed by Existing Venture, all of which are listed in Schedule D attached hereto;

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"Licensed Intellectual Property Rights" shall mean those Intellectual Property Rights owned by Nortel Networks and embodied in, used by, or used in the development, manufacture, and sale of, Existing Venture Products as of the Effective Time, but shall not include any Trademarks owned by Nortel Networks, Transferred Intellectual Property Rights or Excluded Intellectual Property

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Rights, and shall include, without limitation, those Intellectual Property Rights listed in Schedule E, attached hereto.

"Licensed Products" means Existing Venture Products and natural improvements and evolutions thereof used in the delivery of narrowband and broadband services over Hybrid Fiber Coaxial Cable Networks.

"Nortel Networks" shall have the meaning set forth in the first paragraph of this Agreement.

"Nortel Networks Components" means the materials, components, assemblies or parts which were supplied by Nortel Networks or its Affiliates prior to the Effective Time and which are listed on Schedule I.

"Nortel Networks LLC" shall have the meaning set forth in the first paragraph of this Agreement.

"Nortel Networks Royalty Products" shall mean those products and services of Nortel Networks or its Affiliates which embody Transferred Intellectual Property Rights or Existing Venture Intellectual Property Rights, other than CMTS IPR, and which provide substantially identical functionality as that provided by the Existing Venture Products.

"Party" shall mean either of Nortel Networks or Existing Venture, and "Parties" shall mean both Nortel Networks and Existing Venture.

"Patents" shall have the meaning set forth in the definition of Intellectual Property Rights.

"Software" shall have the meaning set forth in the definition of Intellectual Property Rights.

"Trade Secrets" shall have the meaning set forth in the definition of Intellectual Property Rights.

"Trademarks" shall have the meaning set forth in the definition of Intellectual Property Rights.

"Transferred Intellectual Property Rights" means the Transferred Patents, the Transferred Trademarks and the Transferred Other IPR, a complete list of which is attached hereto as Schedule F.

"Transferred Other IPR" means the Intellectual Property Rights, other than Patents and Trademarks that are listed under the heading "Transferred Other IPR" in Schedule F attached hereto.

"Transferred Patents" means the Patents that are listed under the heading "Transferred Patents" in Schedule F attached hereto.

"Transferred Trademarks" means the Trademarks that are listed under the heading "Transferred Trademarks" in Schedule F attached hereto, and all goodwill associated therewith.

ARTICLE II
INTELLECTUAL PROPERTY TRANSFERS

2.01. Transferred Intellectual Property. Subject to the terms and conditions hereof, Nortel Networks hereby transfers, conveys and assigns to Existing Venture, and Existing Venture hereby acquires, Nortel Networks' entire right, title and interest in, to and under the Transferred Intellectual Property Rights. Nortel Networks shall transfer all of its interest in the Transferred Intellectual Property Rights by delivering to Existing Venture an executed assignment document and thereafter delivering to Existing Venture such other documents as Existing Venture may reasonably request to effect the transfer and the registration thereof.

2.02. Excluded Assets. All other Intellectual Property Rights, technology, real property, personal property, agreements and all other assets owned, leased or otherwise possessed by Nortel Networks are specifically excluded from the Transferred Intellectual Property Rights and any contribution

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or acquisition pursuant to this IPR Agreement.

2.03. Non-Assignable IPR Contracts. This IPR Agreement and any document delivered hereunder shall not constitute an assignment or an attempted assignment of any IPR Contract contemplated to be assigned to Existing Venture hereunder and:

(a) not assignable without the consent of a third Person if such consent has not been obtained and such assignment or attempted assignment would constitute a breach thereof; or

(b) in respect of which the remedies for the enforcement thereof available to Nortel Networks would not pass to Existing Venture.

Nortel Networks shall use its commercially reasonable efforts to obtain such consents of third Persons as may be necessary for the assignment of the IPR Contracts, provided that Nortel Networks shall not be obliged to make any payments to such third Persons in addition to those required to be made thereunder in order to obtain such consents, unless Existing Venture reimburses Nortel Networks for such payments at the time such payments are made. Existing Venture shall cooperate in all reasonable respects with Nortel Networks to obtain all such consents and to resolve all matters necessary to assign such IPR Contracts to Existing Venture. The Parties shall execute and deliver a letter, substantially in the form of Schedule G attached hereto, to all applicable third Persons in order to either effect such assignments or to enter into new arrangements between Existing Venture and the applicable third Person. To the extent that, in the sole opinion of Nortel Networks, any of the foregoing items are not assignable by the terms thereof or consents to the assignment thereof cannot be obtained as herein provided, such items shall be held by Nortel Networks for the benefit of Existing Venture and the covenants and

obligations thereunder shall be performed by Existing Venture in the name of Nortel Networks and all benefits and obligations existing thereunder shall be for the account of Existing Venture.

2.04. Assumed Liabilities. Upon and subject to the terms and conditions hereof, at the Effective Time, Existing Venture shall assume and become responsible for, and shall thereafter pay, perform, discharge and satisfy the following obligations and liabilities (collectively, the "Assumed Liabilities"):

(a) all obligations and liabilities under the IPR Contracts required to be performed from and after the Effective Time; and

(b) all other obligations and liabilities relating to the Transferred Intellectual Property Rights that arise or are incurred from and after the Effective Time.

2.05. Excluded Liabilities. The Assumed Liabilities shall not include, and Existing Venture shall not assume or become responsible for, any of the following obligations or liabilities (collectively, the "Excluded Liabilities"):

(a) all accounts payable in connection with the Transferred Intellectual Property Rights as at the Effective Time; and

(b) all obligations and liabilities relating to the Transferred Intellectual Property Rights that were required to be performed prior to the Effective Time,

provided that nothing in this Section 2.05 shall be construed to negate any liability or obligation explicitly assumed by Existing Venture elsewhere in this IPR Agreement.

2.06. Taxes. Existing Venture shall pay or cause to be paid all sales and use taxes, privilege or other taxes, if any, which are based either on the circumstances of transfer or on the value of any Transferred Intellectual Property Rights that is to be sold or contributed by Nortel Networks pursuant hereto that may be imposed on or in connection with the contributions,

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conveyances, assignments, transfers and deliveries to be made hereunder by Nortel Networks.

ARTICLE III
INTELLECTUAL PROPERTY LICENSES

3.01. Licensed Intellectual Property - Licensed Products. Subject to the terms and conditions of this IPR Agreement, Nortel Networks hereby grants to Existing Venture Companies a personal, non-assignable (except as permitted in Section 3.03), royalty-free, fully paid-up, non-exclusive, world-wide license under the Licensed Intellectual Property Rights to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import Licensed Products. Such right shall include the right to have Licensed Products designed and developed by a third Person for the manufacture, use, sale or lease by Existing Venture Companies, provided such third Person is not a Competing Company. Furthermore, such right shall also include the right to have such Licensed Products made by a third Person for the use,

sale or lease by Existing Venture Companies, but only when both of the following conditions are met:

(a) the designs, specifications and working drawings for the manufacture of said Licensed Products are furnished by Existing Venture Companies; and

(b) said designs, specifications and working drawings are in sufficient detail that no material modification by the manufacturer is required other than (i) adaptation to the production processes and standards normally used by the manufacturer which changes the characteristics of the Licensed Products only to a negligible extent, or (ii) as required by the manufacture to lower the overall cost per product.

3.02. Existing Venture Companies shall be entitled to grant sublicenses under the Software and Copyrights of the Licensed Intellectual Property Rights to distributors and end users of Licensed Products solely to the extent necessary to permit the distribution and use of such Licensed Products, provided that Existing Venture Companies shall enter into enforceable sublicense agreements with each such sublicensee under which the sublicensee acquires no right, title or interest in any of the Licensed Intellectual Property Rights other than the right to use and copy the subject matter thereof as necessary for the distribution and use of such Licensed Products, and agrees to be bound by the confidentiality provisions set forth in Article 4 hereof.

3.03. The license granted to Existing Venture Companies in Section 3.01 shall include the right to grant sublicenses within the scope of such license to Subsidiaries of Existing Venture Companies, but, except as provided in Section 3.02 and this Section 3.03, shall otherwise be non-sublicenseable, non-transferable and non-assignable except in conjunction with the subsequent sale of all or substantially all of the business of the design, development, manufacture, lease and sale of Licensed Products, in which case Existing Venture Companies shall be entitled to assign all of its rights under Sections 3.01 and 3.02 to the assignee of the such business provided that:

(a) Existing Venture Companies shall provide prior written notice to Nortel Networks of any such assignment;

(b) The licenses in Sections 3.01 and 3.02 will be restricted to Licensed Products, and shall not extend to any other products or services of such assignee;

(c) such assignee shall agree in writing to assume all obligations of Existing Venture Companies hereunder and to strictly comply with the terms of this IPR Agreement;

(d) Existing Venture Companies shall not be relieved of any of its obligations hereunder; and

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(e) all rights of Existing Venture Companies (and any of their Subsidiaries hereunder) shall terminate on the Effective Time of any such assignment.

3.04. Licensed Intellectual Property - Existing Venture Royalty Products. Subject to the terms and conditions of this IPR Agreement and upon Nortel Networks' prior written consent, not to be unreasonably withheld, Nortel Networks will grant to Existing Venture Companies a personal, non-assignable, royalty-bearing, non-exclusive, world-wide license under

the Licensed Intellectual Property Rights to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import Existing Venture Royalty Products on reasonable, non-discriminatory terms and conditions. Furthermore, such right shall also include the right to have Existing Venture Royalty Products designed and developed by a third Person for the manufacture, use, sale or lease by Existing Venture Companies, provided such third Person is not a Competing Company. Such right will include the right to have such Venture Royalty Products made by a third person for the use, sale or lease by Existing Venture Companies, but only when both of the following conditions are met:

(a) the designs, specifications and working drawings for the manufacture of said Venture Royalty Products are furnished by Existing Venture Companies; and

(b) said designs, specifications and working drawings are in sufficient detail that no material modification by the manufacturer is required other than (i) adaptation to the production processes and standards normally used by the manufacturer which changes the characteristics of the Existing Venture Royalty Products only to a negligible extent, or (ii) as required by the manufacture to lower the overall cost per product.

3.05. Existing Venture Companies will be entitled to grant sublicenses under the Software and Copyrights of the Licensed Intellectual Property Rights to distributors and end users of Existing Venture Royalty Products solely to the extent necessary to permit the distribution and use of such Existing Venture Royalty Products, provided that Existing Venture Companies shall enter into enforceable sublicense agreements with each such sublicensee under which the sublicensee acquires no right, title or interest in any of the Licensed Intellectual Property Rights other than the right to use and copy the subject matter thereof as necessary for the distribution and use of such Existing Venture Royalty Products, and agrees to be bound by the confidentiality provisions set forth in Article 4 hereof.

3.06. The licenses granted to Existing Venture in Section 3.04 will include the right to grant sublicenses within the scope of such license to Subsidiaries of Existing Venture Companies, but, except as provided in Section 3.05 and this Section 3.06, shall otherwise be non-sublicenseable, non-transferable and non-assignable unless explicitly provided for in the terms of such licenses.

3.07. Transferred and Existing Venture Intellectual Property. Subject to the terms and conditions of this IPR Agreement, Existing Venture hereby grants to Nortel Networks and its Affiliates a personal, non-assignable, royalty-free, fully paid-up, non-exclusive, worldwide license under the Transferred Intellectual Property Rights and the Existing Venture Intellectual Property Rights, excluding those Transferred Intellectual Property Rights and the Existing Venture Intellectual Property Rights which are Trademarks, to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import all products and services other than Nortel Networks Royalty Products. Existing Venture hereby agrees to grant to Nortel Networks and its Affiliates a personal, non-assignable, royalty-bearing, non-exclusive, worldwide license under the Transferred Intellectual Property Rights and the Existing Venture Intellectual Property Rights to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import Nortel Networks Royalty Products on reasonable, non-discriminatory terms and conditions. Such licenses will include the right to have all products

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made by another manufacturer for the use, lease or sale by Nortel Networks and its Affiliates, but only when both of the following conditions are met:

(a) the designs, specifications and work drawings for the manufacture of said products are furnished by Nortel Networks or its Affiliate; and

(b) said designs, specifications and working drawings are in sufficient detail that no material modification by the manufacturer is required other than (i) adaptation to the production processes and standards normally used by the manufacturer which changes the characteristics of the products only to a negligible extent, or (ii) as required by the manufacture to lower the overall cost per product.

3.08. Improvements. Subject to the terms and conditions of this IPR Agreement, Existing Venture Companies hereby agree to grant to Nortel Networks and its Affiliates a personal, non-assignable, royalty-bearing, non-exclusive, worldwide license under Improvements to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import products and services on reasonable, non-discriminatory terms and conditions. Such license will include the right to have all products made by another manufacturer for the use, lease or sale by Nortel Networks and its Affiliates, but only when both of the following conditions are met:

(a) the designs, specifications and work drawings for the manufacture of said products are furnished by Nortel Networks or its Affiliate; and

(b) said designs, specifications and working drawings are in sufficient detail that no material modification by the manufacturer is required other than (i) adaptation to the production processes and standards normally used by the manufacturer which changes the characteristics of the products only to a negligible extent, or (ii) as required by the manufacture to lower the overall cost per product.

3.09. Nortel Networks and its Affiliates shall be entitled to grant sublicenses under the Software and Copyrights of the Transferred Intellectual Property Rights, the Existing Venture Intellectual Property Rights, and Improvements to distributors and end users of Nortel Networks' or its Affiliates' products solely to the extent necessary to permit the distribution and use of such products, provided that Nortel Networks or its Affiliate shall enter into enforceable sublicense agreements with each such sublicensee under which the sublicensee acquires no right, title or interest in any of the Transferred Intellectual Property Rights, the Existing Venture Intellectual Property Rights, and Improvements other than the right to use and copy the subject matter thereof as necessary for the distribution and use of such products, and agrees to be bound by the confidentiality provisions set forth in Article 4 hereof.

3.10. The licenses granted to Nortel Networks and its Affiliates in Sections 3.07 and 3.08 shall, except as provided in Sections 3.08, 3.09 and this Section 3.10, be non-sublicenseable, non-transferable and non-assignable except in conjunction with the subsequent sale of all or substantially all of Nortel Networks' or its Affiliate's business related to such products, in which case Nortel Networks or its Affiliate shall be entitled to assign all of its rights under Sections 3.07 and 3.08 to the assignee of such business provided that:

(a) Nortel Networks or its Affiliate shall provide prior written notice to Existing Venture of any such assignment;

(b) such assignee shall agree in writing to assume all obligations of Nortel Networks and its Affiliates hereunder and to strictly comply with the terms of this IPR Agreement;

(d) Nortel Networks and its Affiliates shall not be relieved of any of its obligations hereunder; and

(e) all rights of Nortel Networks (and any of its

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Affiliates hereunder) shall terminate on the Effective Time of any such assignment.

3.11. All patent and industrial design licenses granted herein shall commence on the Effective Time and shall continue for the entire terms of the patents (and their extensions) and industrial designs under which licenses are granted subject to termination as provided herein. All other licenses granted hereunder shall be perpetual, subject to termination as provided herein. Any sublicense granted hereunder to an Affiliate or Subsidiary shall terminate on the date such entity ceases to be an Affiliate or Subsidiary, as the case may be, unless terminated earlier as provided herein.

3.12. License to CMTS IPR. Notwithstanding that CMTS IPR form part of Transferred Intellectual Property Rights, Existing Venture hereby grants to Nortel Networks and its Affiliates a royalty-free, non-exclusive license, with the right to grant sublicenses under all CMTS IPR to a third Person. Provided that if such third Person is Broadband Access Systems, River Delta, River Stone or Cadent, Nortel Networks shall not have the right to sublicense the CMTS IPR for use in the delivery of narrowband or broadband services over Hybrid Fiber Coaxial Cable Networks nor the right to sublicense for non-Hybrid Fiber Coaxial Cable Networks applications if such applications are available from Existing Venture.

3.13. Supply License to Nortel Networks Components. It is the intention of the Parties that Existing Venture Companies and Nortel Networks will enter into an agreement setting forth their respective rights and obligations relating to the supply of Nortel Networks Components to Existing Venture Companies. Furthermore, the Parties intend that in the event Nortel Networks fails to supply Nortel Networks Components to existing Venture Companies in accordance with the terms and conditions of such supply agreement, Nortel Networks will grant to Existing Venture Companies a non-exclusive, royalty-free license under Nortel Networks' Intellectual Property Rights embodied in, or used in the manufacture of, Nortel Networks Components to make or have made Nortel Networks Components solely for use in the manufacture and sale of Licensed Products.

3.14. Packetport. Notwithstanding the licenses granted under Section 3.01 and that Licensed Products include that Existing Venture Product known as Packetport, for a period of twelve (12) months from the Effective Time Existing Venture Companies shall not, without the express written consent of Nortel Networks, further develop, modify, improve or evolve Packetport in such a manner that Packetport no longer supports the standard quality of service and signaling requirements of either (i) Nortel Networks' product known as Succession Call

Server, or (ii) a widely-accepted industry standard. Nothing in this Section 3.14 shall prohibit Existing Venture Companies from further developing or modifying, Packetport (for example, so that it is compatible with other vendors' products, or in order to reduce the cost per unit), provided that during such twelve (12) month period Packetport continues to support the standard quality of service and signaling requirements of either (i) Nortel Networks' product known as Succession Call Server, or (ii) a widely-accepted industry standard.

Subject to the foregoing, but notwithstanding Section 3.04, Nortel Networks hereby grants to Existing Venture Companies a personal, non-assignable, royalty-free, fully-paid, non-exclusive, world-wide license under the Licensed Intellectual Property Rights embodied in Packetport to design, develop, manufacture, use, reproduce, modify, perform, lease, sell, offer for sale and import natural improvements or evolutions of Packetport (whether or not used in Hybrid Fiber Coaxial Cable Networks) based on established design specifications for CPE devices which are compatible with Nortel Networks' Fiber-to-the-Home products. The licenses granted in this Section 3.14 shall include the right to have such evolutions of Packetport designed and developed by a third Person for the manufacture, use, sale or lease by Existing Venture Companies, provided such third Person is not a Competing Company. Furthermore, such right shall also include the right to have such evolutions of Packetport made by a third Person for the use, sale or lease by Existing Venture Companies, but only when all of the following conditions are met

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(a) the designs, specifications and working drawings for the manufacture of such products are furnished by Existing Venture Companies; and

(b) said designs, specifications and working drawings are in sufficient detail that no material modification by the manufacturer is required other than (i) adaptation to the production processes and standards normally used by the manufacturer which changes the characteristics of such products only to a negligible extent, or (ii) as required by the manufacture to lower the overall cost per unit; and

(c) any Software embodied in such evolutions of Packetport is furnished to the manufacturer in object code only.

All Intellectual Property Rights, excluding Patents, that as of the Effective Time are (i) owned by Nortel Networks, and (ii) either exclusively embodied in or exclusively used by Packetport, or exclusively used in the development, manufacture and sale of Packetport (the "Transferred Packetport IPR"), will become Transferred Intellectual Property effective twelve (12) months from the Effective Time. At the same time, Nortel Networks will grant Existing Venture Companies a royalty-free, non-exclusive license, with the right to grant sublicenses, under any Patents that as of the Effective Time are owned by Nortel Networks and embodied in, or used by Packetport, or are used in the development, manufacture and sale of Packetport, solely to make, use and sell Packetport and natural improvements and evolutions thereof. Also at the same time, Existing Venture Companies will grant Nortel Networks and its Affiliates an unrestricted, royalty-free, non-exclusive license, with the right to grant sublicenses, under all Transferred Packetport IPR, and under all improvements, innovations, enhancements, modifications or derivative works of Transferred Packetport IPR created by Existing Venture Companies during

the previous twelve (12) months. During the twelve (12) months prior to the transfer of the Packetport IPR, Nortel Networks shall use reasonable efforts to consult with Existing Venture prior to sublicensing of the Packetport IPR and any royalty rights received by Nortel Networks from the sublicensing of Packetport IPR for use in the delivery of narrowband or broadband services over Hybrid Fiber Coaxial Cable Networks shall be assigned to Existing Venture.

ARTICLE IV
CONFIDENTIAL INFORMATION

4.01. The Parties acknowledge that the subject matter of the Licensed Intellectual Property Rights, the Transferred Intellectual Property Rights, the Existing Venture Intellectual Property Rights and the Improvements include Confidential Information that is proprietary to and constitutes trade secrets of the respective owners of such Intellectual Property Rights. Accordingly, for a period of ten (10) years after the Effective Time, the receiving Party shall hold such Confidential Information in confidence for the disclosing Party and only make use of, or disclose it in accordance with the provisions of this Article 4.

4.02. The receiving Party shall hold secret and not disclose to any Person (except to such of its own employees and permitted sublicensees as are required to use the Confidential Information in the course of exploiting its license rights hereunder, and then only under an obligation of secrecy binding upon such employees or sublicensees) any of the Confidential Information, except as follows:

(a) as is reasonably necessary in the provision of procurement specifications to suppliers for the procurement by the receiving Party and permitted sublicensees of materials, parts, components and assemblies for use in the manufacture, use and sale of products and services as licensed herein and as reasonably necessary to enable end users of such products and services to operate and maintain them, provided, in each case, such persons agree to be bound by the confidentiality provisions of this Article 4; and

(b) to the extent the Confidential Information: (i)

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becomes available to the public from a source other than the receiving Party; (ii) is obtained by the receiving Party without restrictions on use or disclosure from a third Person who did not receive it, directly or indirectly, from the disclosing Party; (iii) is documented as being known to the receiving Party prior to its disclosure by the disclosing Party; or (iv) is documented as being independently developed by the receiving Party without reference to the Confidential Information.

4.03. The receiving Party and its permitted sublicensees shall not make or have made or permit to be made, any copies of the Confidential Information except those copies which are necessary for the exercise of the rights granted hereunder, and all such copies shall, upon reproduction by the receiving Party and its permitted sublicensees and whether or not in the same form or format as the Confidential Information, contain the same proprietary and confidentiality notices or legends which appear on the disclosing Parties' Confidential Information provided pursuant to this IPR Agreement.

4.04. The receiving Party and its permitted sublicensees shall use the same degree of care as is used to protect their own confidential information of a similar nature, but no less than

reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.01. Save and except as set out in Schedule H attached hereto, Nortel Networks has no Knowledge of any other agreement, written or oral, relating to Intellectual Property Rights, that is material to the use and enjoyment of the Transferred Intellectual Property Rights. Save and except as set out in Schedule H attached hereto, Nortel Networks has no Knowledge of any outstanding claims, or threatened claims, made in writing during the past two years that any of the Transferred Intellectual Property Rights infringes any Intellectual Property Right of any third Person.

5.02. EXCEPT AS PROVIDED IN SECTION 5.01, NO PARTY MAKES, AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO THE TRANSFERRED INTELLECTUAL PROPERTY RIGHTS, THE LICENSED INTELLECTUAL PROPERTY RIGHTS, THE EXISTING VENTURE INTELLECTUAL PROPERTY RIGHTS, OR THE IMPROVEMENTS, OR TO THIS IPR AGREEMENT. THE PARTIES EXPRESSLY EXCLUDE ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.03. IN NO EVENT SHALL ANY PARTY, ITS AGENTS OR EMPLOYEES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, OR LOST SAVINGS, IN CONNECTION WITH THIS IPR AGREEMENT OR THE TRANSFERRED INTELLECTUAL PROPERTY RIGHTS, THE LICENSED INTELLECTUAL PROPERTY RIGHTS, THE EXISTING VENTURE INTELLECTUAL PROPERTY RIGHTS, OR THE IMPROVEMENTS, HOWSOEVER CAUSED, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

5.04. Without limiting the generality of Section 5.02, nothing contained in this IPR Agreement shall be construed as:

(a) requiring the filing of any patent application or application to register any industrial design, the securing of any patent or industrial design, or the maintaining of any patent or industrial design in force;

(b) a warranty or representation by the licensor, or an admission by the licensee, as to the validity or scope of any of the Licensed Intellectual Property Rights, Transferred Intellectual Property Rights, Existing Venture Intellectual Property Rights or Improvements;

(c) a warranty or representation that any manufacture,

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development, sale, lease, use or importation will be free from infringement of third party patents or other intellectual property rights;

(d) an agreement to bring or prosecute actions or suits against third parties for infringement or misappropriation;

(e) an obligation to furnish any assistance or any technical information under this IPR Agreement;

(f) conferring any right to use, in advertising, publicity or otherwise, any name, trade name or trade mark, or any contraction, abbreviation or simulation thereof; or

(g) conferring by implication, estoppel or otherwise upon any Party any license or other right under any patent or other Intellectual Property Right, except the licenses and rights expressly granted herein.

ARTICLE VI
TERMINATION

6.01. If within nine (9) months of the Effective Time a Competing Company has entered into an agreement under which it will acquire the right, either directly or indirectly, to elect or appoint a majority of the members of the board of any Existing Venture Company, the licenses granted to Existing Venture Companies under Sections 3.01, 3.02, 3.03, 3.04, 3.05, 3.06 and 3.14 shall immediately terminate.

ARTICLE VII
MISCELLANEOUS

7.01. Counterparts. This IPR Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to constitute an original but all of which when taken together shall constitute one and the same instrument.

7.02. Governing Law. This IPR Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario, Canada, without regard to the conflict of law principles thereof.

7.03. Assignment; Change of Control. Except as set forth previously, Existing Venture shall not assign or transfer this IPR Agreement, in whole or in part, whether by merger, operation of law or otherwise without the prior written consent of Nortel Networks. Except as may be contemplated in the Ancillary Agreements, any change of control of Existing Venture shall be deemed to constitute an assignment for the purposes of this Section.

7.04. Expenses. Except as otherwise provided herein, each Party hereto will bear all expenses incurred by it in connection with this IPR Agreement and the transactions contemplated hereby.

7.05. Notices. All notices, requests and other communications hereunder to a Party shall be in writing and shall be deemed given if personally delivered, telecopied (with confirmation) or three business days after being mailed by registered or certified mail (return

receipt requested) or one business day after being delivered by overnight courier to such Party at its address set forth below or such other address as such Party may specify by notice to the other Party hereto.

If to Nortel Networks:

Nortel Networks Corporation
[Address]

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Attention:
Fax:
Phone:

With a copy to:

Nortel Networks Inc.
[Address]
Attention:
Fax:
Phone:

If to Existing Venture:

Arris Interactive, L.L.C.
[Address]
Attention:
Fax:
Phone:

With a copy to:

ANTEC Corporation
[Address]
Attention:
Fax:
Phone:

7.06. Entire Agreement. This IPR Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges all prior discussions between them, and neither Party hereto shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein, or as duly set forth on or subsequent to the date hereof in writing, signed by duly authorized officers of the Parties.

7.07. Publicity. The provisions of this IPR Agreement shall be held in confidence by the Parties and only disclosed as may be agreed to by the Parties or as may be required by applicable law. Neither Party shall make public statements or issue publicity or media releases with regard to this IPR Agreement without the prior written approval of the other Party.

7.08. Severability. Any term or provision of this IPR Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this IPR Agreement or affecting the validity or enforceability of any of the terms or provisions of this IPR Agreement in any other jurisdiction. If any provision of this IPR Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as it is enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this IPR Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

NORTEL NETWORKS LIMITED

By:

Name:
Title:

By:

Name:
Title:

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ARRIS INTERACTIVE, L.L.C.

By:

Name:
Title:

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EXHIBIT 10.3

RELEASE AND AMENDMENT AGREEMENT

This RELEASE AND AMENDMENT AGREEMENT (this "Release") is made this 9th day of April, 2001, by and among ANTEC CORPORATION, a corporation organized under the laws of Delaware (the "Company"), BROADBAND PARENT CORPORATION, a corporation organized under the laws of Delaware ("Newco"), BROADBAND TRANSITION CORPORATION, a corporation organized under the laws of Delaware ("Transition"), NORTEL NETWORKS INC., a corporation organized under the laws of Delaware ("Nortel Networks"), NORTEL NETWORKS LLC, a limited liability company organized under the laws of Delaware ("Nortel Networks LLC"), and ARRIS INTERACTIVE L.L.C., a limited liability company organized under the laws of Delaware ("Existing Venture"). The parties to this Release are collectively referred to as the "Parties". Capitalized terms used and not otherwise defined herein shall have the respective meanings given them in the Agreement and Plan of Reorganization, dated as of October 18, 2000 and amended the date hereof, by and among the parties thereto (the "Reorganization Agreement").

WHEREAS, the Company, Newco, Transition, Nortel Networks, Nortel Networks LLC, and Existing Venture have entered into the Reorganization Agreement, whereby the parties agreed: (1) that Transition would merge with and into the Company (the "Merger") so that the Company would be the surviving corporation in the Merger and a wholly-owned subsidiary of Newco and the stockholders of the Company would receive shares of Newco Common Stock and (2) that Nortel Networks LLC would contribute its interest in the Existing Venture to Newco in exchange for shares of Newco Common Stock;

WHEREAS, the Company, Nortel Networks, Existing Venture and Systems Integration Venture L.L.C., a Delaware limited liability company, the existence of which in the State of Delaware was terminated on September 21, 1998 ("SI Venture"), are parties to the First Framework Agreement, dated as of November 1, 1995 (the "First Framework Agreement");

WHEREAS, the Company, Nortel Networks, Nortel Networks LLC, and Existing Venture are parties to the Second Framework Agreement, dated as of March 31, 1999 (the "Second Framework Agreement");

WHEREAS, Existing Venture and Nortel Networks are parties to the Products Distributor Agreement dated as of November 17, 1995 (the "First Distributor Agreement");

WHEREAS, Existing Venture and Nortel Networks are parties to the Second Products Distributor Agreement dated as of March 31, 1999 (the "Second Distributor Agreement");

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WHEREAS, Existing Venture and Nortel Networks are parties to the International Products Distributor Agreement dated as of June 10, 1997, as amended by a memorandum of agreement, dated as of September 3, 1997, and further amended by Amendment No. 1 to International Products Distributor Agreement, dated as of March 31, 1999 (the "International Distributor Agreement");

WHEREAS, the Company and Nortel Networks LLC are parties to the Amended and Restated LLC Agreement of Existing Venture, dated as of March 31, 1999 (the "LLC Agreement");

WHEREAS, Nortel Networks and Existing Venture are parties to the License Agreement dated as of November 17, 1995, as amended by that certain Amendment to License Agreement, dated as of March 31, 1999 between Existing Venture, Nortel Networks Limited, a Canadian corporation ("Nortel Networks Ltd."), and Nortel Networks (the "Nortel Networks License Agreement");

WHEREAS, Nortel Networks, the Company and Existing Venture are parties to the Intellectual Property Rights Agreement dated as of November 17, 1995, as amended by that certain Amendment to Intellectual Property Rights Agreement dated as of March 31, 1999, as amended by the Amendment to Intellectual Property Rights Agreement (the "IP Rights Agreement", together with the First Framework Agreement, the Second Framework Agreement, the First Distributor Agreement, the Second Distributor Agreement, the International Distributor Agreement, the LLC Agreement, and the Nortel Networks License Agreement, the "Arris Documents");

WHEREAS, Mr. Robert Stanzione, on behalf of the Company, and Mr. Oscar Rodriguez, on behalf of Nortel Networks and Nortel Networks LLC (together with their respective Affiliates, including without limitation Nortel Networks Ltd., the "Nortel Parties"), exchanged correspondence through electronic means on November 6, 2000, November 10, 2000 and November 13, 2000 regarding the sale of certain products and/or services by one or more of the Nortel Parties to Callahan Associates and/or its subsidiaries and other Affiliates, including but not limited to Kabel NordRhein-Westfalen GmbH & Co KG and Callahan Associates International, (collectively, the "Subject Customer") and certain transactions ancillary thereto (the "November Correspondence");

WHEREAS, on February 13, 2001, Mr. Robert Stanzione, on behalf of the Company, sent further correspondence through electronic means to Mr. Oscar Rodriguez and Mr. Michael Pangia, on behalf of the Nortel Parties (the "February Correspondence"), relating to the same subject matter as the November Correspondence (the November Correspondence and the February Correspondence, together will any other written or oral modifications of any thereof, the "Correspondence");

WHEREAS, the Nortel Parties would not proceed with the Merger without the release of any and all claims that each of the Company, Newco, Transition,

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and Existing Venture (collectively, the "Antec Parties"), on the one hand, has or may have against any of the Nortel Parties, the Existing Venture or any of their respective agents, representatives, servants, employees, assigns, heirs, subsidiaries, Affiliates and successors in interest (collectively, the "Released Parties"), on the other hand, regarding any breach or violation of the restrictions and/or conditions on transactions with third parties in the Arris Documents and/or in the Correspondence to the extent that any such breach or violation relates to (i) any actual or proposed sale of products and/or services to the Subject Customer by any of the Released Parties, and/or (ii) any activities (including, without limitation, demonstration and testing activities and marketing activities) relating or incidental thereto (collectively, the "Subject Activities"); and

WHEREAS, the Nortel Parties also would not proceed with the Merger without the amendment and modification of the Arris Documents (as the same may have been amended or otherwise modified by the Correspondence) so as to remove the Subject Activities from the

scope thereof and allow the Nortel Parties to engage in any or all Subject Activities from and after the date hereof with no restrictions or conditions imposed by the Arris Documents (as the same may have been so amended or otherwise modified).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Antec Parties, and their respective agents, representatives, servants, employees, assigns, heirs, subsidiaries, affiliates and successors in interest, do hereby remise, release and forever discharge the Released Parties of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands, and liabilities related to restrictions and/or conditions on transactions with third parties in the Arris Documents and/or in the Correspondence, including but not limited to Section 4.01 of the First Framework Agreement and Section 4.01 of the Second Framework Agreement and all other non-competition provisions in the Arris Documents, to the extent that such restrictions, conditions or provisions were breached or violated as a result of, or in connection with, any of the Subject Activities (collectively, the "Released Claims").

2. The Parties hereby agree that all of the Arris Documents (as the same may have been amended or otherwise modified by the Correspondence), and any and all agreements and understandings between the Parties that are or may have been reached by reason of, or in connection with, the Correspondence, shall be, and hereby are, amended and modified in all relevant respects, to the full

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extent necessary or advisable, so as to (i) remove the Subject Activities from the scope of the restrictions and/or conditions therein on transactions with third parties that are applicable to any of the Released Parties, and (ii) allow the Released Parties, at all times or from time to time after effectiveness of this Release, to engage in any or all Subject Activities free of any and all restrictions and conditions therein.

3. This Release is agreed to by each of the Antec Parties and the Nortel Parties with full knowledge of its terms, with advice of counsel, and for the purpose of settling any and all Released Claims.

4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to constitute an original but all of which when taken together shall constitute one and the same instrument.

5. This Release shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without regard to the conflict of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed on the day and year first above written.

ANTEC CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Executive Vice President and Chief Financial Officer

BROADBAND PARENT CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

BROADBAND TRANSITION CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

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NORTEL NETWORKS INC.

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

NORTEL NETWORKS LLC

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

ARRIS INTERACTIVE L.L.C.

By: /s/ David B. Potts

Name: David B. Potts
Title: Vice President and Chief Financial Officer

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EXHIBIT 10.4

FIRST AMENDMENT
TO
TERMINATION AGREEMENT

This FIRST AMENDMENT TO TERMINATION AGREEMENT (this "Amendment") is made this 9th of April, 2001, by and among Antec Corporation, a Delaware corporation ("Antec"), Nortel Networks Inc., a Delaware corporation ("Nortel Networks"), Nortel Networks LLC, a Delaware limited liability company ("Nortel Networks LLC"), Nortel Networks Limited, a Canadian corporation ("Nortel Networks Ltd."), Broadband Parent Corporation, a Delaware corporation ("Broadband Parent Corporation"), and Arris Interactive L.L.C., a Delaware limited liability company ("Existing Venture"), to amend the Termination Agreement, dated October 18, 2000, by and among the same parties (the "Original Agreement" and, as amended hereby, the "Agreement") .

All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Original Agreement.

WHEREAS, the parties hereto desire to amend Section 2 of the Original Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment and Restatement of Section 2 of the Original Agreement. Section 2 of the Original Agreement is hereby amended by deleting the same in its entirety and inserting in lieu thereof the following:

"2. Notwithstanding the foregoing, in the event that the Terminated Agreements do not earlier terminate pursuant to Section 1 of this Agreement, the following shall occur effective April 9, 2001:

(a) the Second Framework Agreement shall be amended by deleting Article IV thereof in its entirety;

(b) the First Framework Agreement shall be amended by deleting Article IV thereof in its entirety;

(c) the First Distributor Agreement shall be amended by deleting Section 7(i) thereof in its entirety;

(d) the Second Distributor Agreement shall be amended by

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deleting Section 7(h) thereof in its entirety;

(e) the International Distributor Agreement shall be amended by deleting Section 7(i) thereof in its entirety; and

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(f) the Antec Distributor Agreement shall be amended by deleting Section 7(j) thereof in its entirety."

2. Except for the amendments expressly set forth above, the Original Agreement shall remain unchanged and in full force and effect.

3. The provisions of Sections 3, 4 and 5 of the Original Agreement shall apply to this Amendment as if set forth herein in their entirety.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Termination Agreement to be executed on the day and year first above written.

ANTEC CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Executive Vice President and Chief Financial Officer

NORTEL NETWORKS INC.

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

NORTEL NETWORKS LIMITED

By: /s/ Blair F. Morrison

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Name: Blair F. Morrison
Title: Assistant Secretary

By: /s/ William R. Kerr

Name: William R. Kerr
Title: Senior Vice President, Corporate Business Development

NORTEL NETWORKS LLC

By: /s/ Craig A. Johnson

Name: Craig A. Johnson
Title:

BROADBAND PARENT CORPORATION

By: /s/ Lawrence A. Margolis

Name: Lawrence A. Margolis
Title: Vice President and Secretary

ARRIS INTERACTIVE L.L.C.

By: /s/ David B. Potts

Name: David B. Potts
Title: Vice President and Chief Financial Officer

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