

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANK OF AMERICA, N.A.
One Bryant Park
New York, NY 10036

April 22, 2015

ARRIS Group, Inc.
3871 Lakefield Drive
Suwanee, Georgia 30024

Attention: David B. Potts, Chief Financial Officer

Project Perry
Fee Letter

Ladies and Gentlemen:

This letter is delivered to you in connection with the Commitment Letter of even date herewith (together with the Refinancing Credit Agreement attached thereto, the "***Commitment Letter***") among you, Bank of America, N.A. ("***Bank of America***") and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any of its designated affiliates, "***MLPFS***") regarding the arrangement, underwriting and syndication of Refinancing Credit Facilities (as defined in the Commitment Letter). Terms that are defined in the Commitment Letter have the meanings given therein or in the Refinancing Credit Agreement, unless otherwise defined herein. In connection with, and in consideration of the agreements contained in, the Commitment Letter, you agree with us as follows:

1. **Fees.**

A. **Credit Facilities**

(i) **Underwriting Fee.** You will pay to Bank of America, for its own account, a fee (the "***Underwriting Fee***") of (a) 0.25% of the aggregate amount of the Multicurrency Revolving Credit Facility, the U.S. Revolving Credit Facility, the Term A Facility and the Term B Facility on the Effective Date and (b) 1.25% of the aggregate amount of the Term A-1 Facility on the Effective Date. The Underwriting Fee shall be for underwriting the Refinancing Credit Facilities. The Underwriting Fee shall be payable as follows: (x) 25% of the aggregate amount of such Underwriting Fee shall be payable upon the earliest of (1) the occurrence of the effectiveness the Amendment, (2) the date that is 90 days after the date hereof and (3) the date the Credit Agreement is refinanced with a replacement credit agreement; (y) 25% of the aggregate amount of the Underwriting Fee shall be payable on the date that is 180 days after the date hereof; and (z) the remaining balance of the Underwriting Fee shall be payable in full on the Closing Date of the Refinancing Credit Facilities; **provided** that if the aggregate amount of the Commitments with respect to the Term A-1 Facility on the Closing Date of the Refinancing Credit Facilities (prior to giving effect to any borrowing thereunder) is \$700.0 million or less, the amount of the Underwriting Fee payable hereunder shall be reduced by an amount equal to \$1.25 million (i.e. 1.25% **multiplied** by \$100.0 million).

(ii) **Upfront Fee.** You will pay to the Lenders upfront fees (the "***Upfront Fees***") in an amount equal to 0.50% of the total amount of the Refinancing Credit Facilities (which

may take the form of original issue discount or upfront fees) under the Refinancing Credit Agreement on the date of initial funding under the Refinancing Credit Facilities. The Upfront Fees will be for providing the Refinancing Credit Facilities and shall be earned and payable on the date of initial funding thereunder. At the option of the Lead Arranger, the Upfront Fees shall be structured as original issue discount.

(iii) **Syndication Fee.** In addition, if upon the date that is 60 calendar days from the date hereof (or if such date is not a Business Day, then the next succeeding Business Day) (such date, the “**Syndication Date**”), either (x) the Amendment and the Amended Credit Agreement have not become effective or (y) a Successful Syndication (as defined below) has not occurred, you agree to pay to MLPFS, for its own account, a non-refundable fee (the “**Syndication Fee**”) equal to 0.75% of the aggregate amount of the Multicurrency Revolving Credit Facility, the U.S. Revolving Credit Facility, the Term A Facility and the Term B Facility as of the Syndication Date.

- B. **Alternate Transaction.** In the event that (i) you or any of your affiliates (collectively, the “**Related Parties**”) consummates the Perry Acquisition or any refinancing, amendment or modification with respect to the Credit Agreement within twelve months after the date hereof without the Lead Arranger acting as lead arranger and bookrunning manager or bookrunner, as applicable, for any loan facility utilized to complete the Perry Acquisition or any such refinancing, amendment or modification, unless Bank of America breaches its obligation to fund the Refinancing Credit Facilities in accordance with the Commitment Letter, or (ii) any Related Party consummates any similar transaction in which any Related Party acquires, directly or indirectly, all or any substantial portion of the stock or assets of the Target or its subsidiaries (any such transaction, an “**Alternate Transaction**”) without the Lead Arranger acting as lead arranger and bookrunning manager or bookrunner, as applicable, for any credit facilities utilized to complete such Alternate Transaction, you agree in each case to pay (or to cause the other Related Parties to pay) to Bank of America the Underwriting Fee that would have been payable to it had the Closing Date and the full funding under the Refinancing Credit Facilities occurred, immediately upon the consummation of the Perry Acquisition or such refinancing, amendment or modification or such Alternate Transaction; *provided*, that you shall not be obligated to pay the Underwriting Fee pursuant to this paragraph B to Bank of America if Bank of America breaches its obligation to fund the Refinancing Credit Facilities in accordance with the Commitment Letter.
- C. **Break-Up Fees.** You also agree that if any Related Party enters into a definitive agreement in connection with the Perry Acquisition or any Alternate Transaction that provides for the payment of a so-called “topping fee,” “break-up fee,” or any similar termination fee or the payment of any other form of consideration (including reimbursement of expenses) in the event that the Perry Acquisition or such Alternate Transaction is not consummated, you agree to pay (or cause the other Related Parties to pay) to the Lead Arranger or its designees, in immediately available funds, upon receipt by any Related Parties of such fees or other consideration, an amount equal to the expenses of the Commitment Parties and the Lead Arranger in connection with the Transaction (and on a ratable basis with the expenses of the Related Parties in connection with the Transaction if the amount of such fee or consideration is less than the aggregate expenses of the Commitment Parties and the Lead Arranger and the Related Parties).
- D. **Fees Generally.** All fees shall be payable in U.S. dollars in immediately available funds to each Commitment Party and the Lead Arranger for its own account or as directed by it,

free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). At the sole discretion of the Lead Arranger, all or any portion of any fees may be paid to any other Lender or Lenders. All of the fees described above in this Fee Letter shall be fully earned upon becoming due and payable in accordance with the terms hereof, shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Commitment Letter or the Credit Documentation. Each Commitment Party and the Lead Arranger reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to it hereunder in such manner as it and such affiliates shall agree in their sole discretion. In addition, you or the Borrower shall reimburse each Lender for any loss or expense that such Lender sustains or incurs as a consequence of the failure by the Borrower to borrow under the Refinancing Credit Facilities bearing interest at LIBOR on any date identified by the Borrower to the applicable Administrative Agent as the expected Closing Date.

Your obligation to pay the foregoing fees will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute you may have.

2. **Market Flex.** MLPFS, as Lead Arranger, reserves the right at any time on or prior to the earlier of a Successful Syndication and the date that is 90 days after the Closing Date, after consultation with you, to make the following changes if (i) MLPFS, as Lead Arranger, determines that such changes are necessary or advisable in order to ensure a Successful Syndication of the Refinancing Credit Facilities or that Successful Syndication is not likely to occur, (ii) if Successful Syndication of the Refinancing Credit Facilities has not occurred on or prior to the Closing Date or (iii) if the Amendment has not become effective on the date that is 60 calendar days from the date hereof (or if such date is not a Business Day, then on the next succeeding Business Day):

A. [].

B. [].

“**Successful Syndication**” for purposes of clause A. above shall be deemed to be achieved only if Bank of America and its affiliates hold loans and commitments in respect of the Multicurrency Revolving Credit Facility, the U.S. Revolving Credit Facility, the Term A Facility, the Term A-1 Facility and the Term B Facility of no more than [].

The rights of the Commitment Parties under this Section 2 will survive execution of the Credit Documentation and any borrowings thereunder and will continue in effect until completion of Successful Syndication. In the event that the Credit Documentation is executed and delivered prior to the completion of such Successful Syndication, you agree that you will execute any amendment to the Credit Documentation deemed advisable by the Commitment Parties to effect such changes and that any failure to do so shall be an event of default under the Credit Documentation as though fully set forth therein.

3. **Miscellaneous.** The provisions of the Commitment Letter relating to the Fee Letter are incorporated herewith as if a part hereof. The provisions of this Fee Letter shall survive the expiration or termination of the Commitment Letter (including any extensions thereof).

[The remainder of this page intentionally left blank.]

If the foregoing is in accordance with your understanding, please sign and return this Fee Letter to us.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name:

Title:

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: _____

Name:

Title:

The provisions of this Fee Letter applicable to the Refinancing Credit Facilities are accepted and agreed to as of the date first above written:

ARRIS GROUP, INC.

By: _____
Title: