

Exhibit 1
Agreement of Merger

**AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER**

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER, effective as of May 29, 2003 is by and among Andrew Corporation, a Delaware corporation ("**Parent**"), Adirondacks, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent, and Allen Telecom Inc., a Delaware corporation (the "**Company**").

WHEREAS, Parent, Adirondacks, Inc. (the predecessor to Adirondacks, LLC) and the Company are parties to that certain Agreement and Plan of Merger dated as of February 17, 2003 (the "**Merger Agreement**");

WHEREAS, Section 1.1 of the Merger Agreement provides that the Merger may be structured so that the Company is merged with any direct Subsidiary of Parent;

WHEREAS, effective as of May 28, 2003, Adirondacks, Inc. was converted into Adirondacks, LLC in accordance with Section 18-214 of the Delaware Limited Liability Company Act; and

WHEREAS, the parties wish to amend certain provisions of the Merger Agreement to reflect the substitution of Adirondacks, LLC in place of Adirondacks, Inc. as hereinafter set forth in detail.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, Parent, Sub and the Company agree as follows:

1. **DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.
2. **AMENDMENT OF MERGER AGREEMENT.** The Merger Agreement is hereby amended as follows:
 - A. The defined term "Sub" in the Merger Agreement shall be amended to refer to Adirondacks, LLC.

- B. The first whereas clause shall be deleted in its entirety and replaced with the following:

WHEREAS, the Board of Directors of Parent, the Managers of Sub and the Board of Directors of the Company each deem it advisable and in the best interests of its respective stockholders (or member, in the case of Sub) that Parent acquire the Company pursuant to the terms and conditions of this Agreement, and, in furtherance of such acquisition, such Boards of Directors (and Parent as the sole member of Sub) have approved this Agreement and the merger of the Company with and into Sub in accordance with the terms of this Agreement and the General Corporation Law of the State of Delaware (the "**DGCL**") and the Delaware Limited Liability Company Act (the "**DLLCA**"); and

- C. Section 1.1 of the Merger Agreement shall be amended by deleting the first and second sentences of such Section in their entirety and replacing them with the following:

In accordance with the provisions of this Agreement, the DGCL and the DLLCA, at the Effective Time (as defined in Section 1.2), the Company shall be merged with and into Sub (the "Merger"), the separate existence of the Company shall thereupon cease, and Sub shall be the surviving entity in the Merger (sometimes hereinafter called the "Surviving Entity") and shall continue its existence under the laws of the State of Delaware. The Merger shall have the effects set forth in Section 264 of the DGCL and Section 18-209 of the DLLCA.

D. Section 1.2 of the Merger Agreement shall be amended by deleting the first sentence of such Section in its entirety and replacing it with the following:

The Merger shall become effective at the time of filing of a properly executed Certificate of Merger in the form required by and executed in accordance with the provisions of the DGCL and the DLCCA.

E. Sections 2.1, 2.2 and 2.3 of the Merger Agreement shall be amended by deleting such Sections in their entirety and replacing them with the following:

Section 2.1. Certificate of Organization. The Certificate of Organization of Sub in effect at the Effective Time shall be the Certificate of Organization of the Surviving Entity until amended in accordance with applicable law, except that the name of the Surviving Entity shall be "Allen Telecom LLC."

Section 2.2. Limited Liability Company Agreement. The Limited Liability Company Agreement of Sub as in effect at the Effective Time shall be the Limited Liability Company Agreement of the Surviving Entity until amended in accordance with applicable law.

Section 2.3. Managers and Officers of Surviving Entity.

(a) The managers of Sub at the Effective Time shall be the initial managers of the Surviving Entity, and each shall hold office from the Effective Time until his respective successor is duly elected or appointed and qualified in the manner provided in the Certificate of Organization or Limited Liability Company Agreement of the Surviving Entity or as otherwise provided by law.

(b) The officers as set forth on Exhibit A shall be the initial officers of the Surviving Entity, and each shall hold office until his respective successor is duly elected or appointed and qualified in the manner provided in the Certificate of Organization or Limited Liability Company Agreement of the Surviving Entity or as otherwise provided by law.

F. Section 3.1(b) of the Merger Agreement shall be amended by deleting such Section in its entirety and replacing it with the following:

(b) Each outstanding unit of membership interest of Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued unit of membership interest of the Surviving Entity.

G. Section 5.1(a) of the Merger Agreement shall be amended by deleting the last two sentences of such Section in their entirety and replacing them with the following:

Sub is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Sub has not engaged in any business (other than in connection with this Agreement and the transactions contemplated hereby) since the date of its organization.

H. Section 5.2(c) of the Merger Agreement shall be amended by deleting such Section in its entirety and replacing it with the following:

(c) Except as disclosed in this Section 5.2 or in the Parent SEC Reports (as hereinafter defined), (i) there is no outstanding right, subscription, warrant, call, unsatisfied preemptive right, option or other agreement or arrangement of any kind to purchase or otherwise to receive from Parent or Sub any of the outstanding authorized but unissued or treasury shares of the capital stock or any other security of Parent or Sub, (ii) there is no outstanding security of any kind convertible into or exchangeable for such capital stock or equity security and (iii) there is no voting trust or other agreement or understanding to which Parent or Sub is a party or is bound with respect to the voting of the capital stock or other equity securities of Parent or Sub.

I. Section 5.3 of the Merger Agreement shall be amended by deleting such Section in its entirety and replacing it with the following:

Section 5.3 Authority Relative to This Agreement. Each of Parent and Sub has the requisite corporate or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by each of Parent and Sub and the consummation by Parent and Sub of the transactions contemplated on their part hereby have been duly authorized by their respective Boards of Directors, and by Parent as the sole member of Sub, and, except for the approval of Parent's stockholders to be sought at the stockholders' meeting contemplated by Section 7.5(b), no other corporate or limited liability company proceedings on the part of Parent or Sub are necessary to authorize this Agreement or for Parent and Sub to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of Parent and Sub and constitutes a valid and binding agreement of each of Parent and Sub, enforceable against Parent and Sub in accordance with its terms.

J. Section 5.4 of the Merger Agreement shall be amended by deleting subclause (i)(x) of such Section in its entirety and replacing it with the following:

(x) the Certificate of Incorporation or By-Laws of Parent or the Certificate of Organization or Limited Liability Company Agreement of Sub

K. Section 5.19 of the Merger Agreement shall be amended by deleting the last three sentences of such Section and replacing them with the following:

The affirmative vote of Parent, as the sole member of Sub, is the only vote of the holders of any class or series of equity interests of Sub necessary to approve the Merger. The Board of Directors of Parent (at a meeting duly called and held) has unanimously (i) approved this Agreement, (ii) determined that the transactions contemplated hereby are fair to and in the best interests of Parent and the holders of Parent Common Stock, (iii) determined to cause Parent, as the sole member of Sub, to approve and adopt this Agreement, and (iv) recommended that Parent's stockholders approve the Share Issuance and the Charter Amendment. The managers of Sub (by unanimous written consent) have approved this Agreement.

L. Section 6.2(b) of the Merger Agreement shall be amended by deleting such Section in its entirety and replacing it with the following:

(b) neither Parent nor Sub shall (i) amend its Certificate of Incorporation, Certificate of Organization, By-Laws, Limited Liability Company Agreement or other organizational documents other than to the extent required to comply with applicable law or Parent's obligations hereunder, (ii) split, combine or reclassify any of its outstanding capital stock or membership interests or (iii) declare, set aside or pay any dividend or other distribution payable in cash, stock or property;

M. All references in the Merger Agreement to the "Surviving Corporation" shall be amended to refer to the "Surviving Entity."

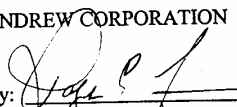
3. MERGER AGREEMENT OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT. Except and to the extent as hereinabove amended, the terms of the Merger Agreement shall remain in full force and effect.

[Signature Page Follows]

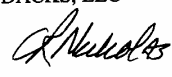
[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement and Plan of Merger as of the day and year first written above.

ANDREW CORPORATION

By: 
Its: President and Chief Executive Officer

ADIRONDACKS, LLC

By: 
Its: President

ALLEN TELECOM INC.

By: 
Its: President and Chief Executive Officer

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