

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 9, 2007

General DataComm Industries, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	1-8086	06-0853856
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
6 Rubber Avenue, Naugatuck, CT		06770
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code (203)-729-0271

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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- Item 1.01 Enter into a Material Definitive Agreement
- Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On March 12, 2007, the Corporation entered into an amendment of its loan arrangements with Howard S. Modlin, Chairman of the Board and Chief Executive Officer. Pursuant to such amendment, a \$125,000 demand loan without interest made by Mr. Modlin on January 16, 2007 and a second demand loan of \$100,000 made on March 9, 2007 were reflected by demand promissory notes bearing interest at the rate of 10% per annum from March 12, 2007. The transactions were unanimously approved by the Corporation's Board of Directors on March 12, 2007.

Item 9.01(d) Exhibits

- 10.1 Eighth Amendment to Additional Senior Security Agreement
- 10.2 \$125,000 Promissory Note - Modlin
- 10.3 \$100,000 Promissory Note - Modlin

SIGNATURES

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

General DataComm Industries, Inc.
(Registrant)

By: /s/ William G. Henry

William G. Henry
Vice President, Finance and Administration, and Principal
Financial Officer

March 14, 2007

**EIGHTH AMENDMENT
TO ADDITIONAL SENIOR SECURITY AGREEMENT**

EIGHTH AMENDMENT, dated AS OF March 12, 2007 (the "Amendment"), to the Additional Senior Security Agreement referred to below, by and among (i) GENERAL DATACOMM INDUSTRIES, INC., a Delaware corporation, GENERAL DATACOMM, INC., a Delaware corporation ("GDC"), GDC HOLDING COMPANY, LLC, a Delaware limited liability company, GDC NAUGATUCK, INC., a Delaware corporation, GDC FEDERAL SYSTEMS, INC., a Delaware corporation, GDC REALTY, INC., a Texas corporation (each, a "Borrower" and collectively, the "Debtors") and Howard S. Modlin ("Modlin") and John L. Segall (together with their successors and assigns the "Secured Party").

WHEREAS, the Debtors are obligated to repay certain indebtedness owing to Ableco Finance LLC as Agent and the Lenders under that certain Loan and Security Agreement dated as of August 20, 2002 (as amended, supplemented and otherwise modified from time to time, the "Senior Loan Agreement");

WHEREAS, GDC and the other Debtors have requested previously on January 16, 2007 that Modlin as a Secured Party loan GDC an additional \$125,000 to replace the obligations owed to the Lenders under the Senior Loan Agreement as well as another \$100,000 on March 9, 2007 to likewise replace \$100,000 of the obligations owed to the Lenders, subject to (i) the execution and delivery of this Amendment by the Debtors, and (ii) the other terms and conditions set forth in this Amendment;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Definitions in Amendment. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Additional Senior Security Agreement dated December 30, 2003 between the Debtors and the Secured Party as heretofore amended (the "Security Agreement").

2. Replacement Loans. In consideration of the principal amounts of \$125,000 loaned January 16, 2007 and \$100,000 loaned March 9, 2007 by Modlin as a Secured Party to GDC reflected by demand notes of \$125,000 and \$100,000 respectively bearing interest at 10% per annum from the date hereof, GDC covenants and agrees such funds are and were to be used to replace Indebtedness of a like amount paid to the Lenders under the Senior Loan Agreement and shall be Replacement Debt as defined in the Subordinated Security Agreement dated September 15, 2003 between the Debtors and HSBC Bank USA as Trustee and as provided in the Indenture dated September 15, 2003 between General DataComm Industries, Inc. and HSBC Bank USA.

3. Indebtedness Secured. Paragraph 3 of the Security Agreement entitled "Indebtedness Secured" is amended by replacing the last sentence thereof in its entirety by the following new sentence "The Security Interest granted by Debtors secures payment of any and all indebtedness of Parent and its subsidiaries incurred under the Amended and Restated Notes and the demand promissory notes payable to Modlin as a Secured Party dated March 12, 2007 in the original principal amount of \$125,000 and \$100,000 respectively and which notes total \$2,305,945 (the "Notes.")"

4. Miscellaneous.

(a) Continued Effectiveness of Security Agreement. Except as otherwise expressly provided herein, the Security Agreement shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not constitute an amendment of any other provision of the Security Agreement.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

Borrowers:

GENERAL DATACOMM INDUSTRIES, INC.
a Delaware corporation

By _____
Title: Vice President

GENERAL DATACOMM, INC.,
a Delaware corporation

By _____
Title: Vice President

GDC HOLDING COMPANY, LLC,
a Delaware limited liability company

By _____
Title: Vice President

GDC FEDERAL SYSTEMS, INC.,
a Delaware corporation

By _____
Title: Vice President

GDC NAUGATUCK, INC.,
a Delaware corporation

By _____
Title: Vice President

GDC REALTY, INC.,
a Texas corporation

By _____
Title: Vice President

Secured Party

Howard S. Modlin

John L. Segall

\$125,000 NEGOTIABLE PROMISSORY NOTE

March 12, 2007

For value received, General DataComm Industries, Inc, having an office at 6 Rubber Avenue, Naugatuck CT 06770 (“Payor”), promises to pay on demand to the order of Howard S. Modlin, having an office at 445 Park Avenue, 15th floor, New York, New York 10022 (“Payee”), with interest at the rate of 10% per annum on the unpaid balance thereof from March 12, 2007, the principal sum of \$125,000 in lawful money of the United States of America. This Note is payable on demand and may be prepaid at any time without penalty or premium. Interest which accrues during each calendar month shall be paid on the first day of the following calendar month during the term of this Note or date of payment or prepayment if earlier. This Note evidences a previous demand loan made to Payor by Payee on January 16, 2007 in the sum of \$125,000 for the purpose of Payor replacing indebtedness of a similar amount paid to Ableco Finance LLC, as Agent, and the Lenders, under Loan and Security Agreement dated as of August 20, 2002.

1. Payment of this Note is unconditional and shall be made without defense, counterclaim or offset, any defense to be asserted in a separate suit. If payment is not made on the installment date or at maturity or upon the occurrence of a Default, then interest shall accrue from such date until paid in full at the rate of 12% per annum or the maximum permitted by law, whichever is less. This Note is secured by a security agreement dated December 30, 2003, as amended.

2. The term “Default” as used herein shall mean the failure of Payor to pay the principal or interest on this Note when due or the failure of Payor to perform any other obligation under this Note (including the obligations under the security agreement securing this Note) or if an Event of Default exists under the Payor’s Loan and Security Agreement with Ableco Finance LLC and such indebtedness is accelerated.

3. Payor agrees to pay all costs and expenses of collection, including reasonable attorney’s fees, in the event of acceleration of this Note by Payee or holder following Default.

4. Presentation for payment, notice of dishonor, protest and notice of protest are hereby waived.

5. This Note shall be governed by the laws of the State of Connecticut. The Payor of this Note hereby submits to the exclusive jurisdiction of the courts of general jurisdiction of the State of Connecticut, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Note, that it is not subject thereto or that such action, suit or proceeding may not be brought or it is not maintainable in such courts, or that this Note may not be enforced in or by such courts, or that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon Payor by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided above.

GENERAL DATACOMM INDUSTRIES, INC.

By: _____

William G. Henry
Title: Vice President, Finance
and Administration

\$100,000 NEGOTIABLE PROMISSORY NOTE

March 12, 2007

For value received, General DataComm Industries, Inc, having an office at 6 Rubber Avenue, Naugatuck CT 06770 (“Payor”), promises to pay on demand to the order of Howard S. Modlin, having an office at 445 Park Avenue, 15th floor, New York, New York 10022 (“Payee”), with interest at the rate of 10% per annum on the unpaid balance thereof from March 12, 2007, the principal sum of \$100,000 in lawful money of the United States of America. This Note is payable on demand and may be prepaid at any time without penalty or premium. Interest which accrues during each calendar month shall be paid on the first day of the following calendar month during the term of this Note or date of payment or prepayment if earlier. This Note evidences a loan made to Payor by Payee on March 9, 2007 in the sum of \$100,000 for the purpose of Payor replacing indebtedness of a similar amount paid to Ableco Finance LLC, as Agent, and the Lenders, under Loan and Security Agreement dated as of August 20, 2002.

1. Payment of this Note is unconditional and shall be made without defense, counterclaim or offset, any defense to be asserted in a separate suit. If payment is not made on the installment date or at maturity or upon the occurrence of a Default, then interest shall accrue from such date until paid in full at the rate of 12% per annum or the maximum permitted by law, whichever is less. This Note is secured by a security agreement dated December 30, 2003, as amended.

2. The term “Default” as used herein shall mean the failure of Payor to pay the principal or interest on this Note when due or the failure of Payor to perform any other obligation under this Note (including the obligations under the security agreement securing this Note) or if an Event of Default exists under the Payor’s Loan and Security Agreement with Ableco Finance LLC and such indebtedness is accelerated.

3. Payor agrees to pay all costs and expenses of collection, including reasonable attorney’s fees, in the event of acceleration of this Note by Payee or holder following Default.

4. Presentation for payment, notice of dishonor, protest and notice of protest are hereby waived.

5. This Note shall be governed by the laws of the State of Connecticut. The Payor of this Note hereby submits to the exclusive jurisdiction of the courts of general jurisdiction of the State of Connecticut, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Note, that it is not subject thereto or that such action, suit or proceeding may not be brought or it is not maintainable in such courts, or that this Note may not be enforced in or by such courts, or that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon Payor by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided above.

GENERAL DATACOMM INDUSTRIES, INC.

By: _____

William G. Henry
Title: Vice President, Finance
and Administration