

HARRIS CORP /DE/  
Form S-4  
December 14, 2018  
TABLE OF CONTENTS

As filed with the U.S. Securities and Exchange Commission on December 14, 2018

Registration No. 333-\_\_\_\_\_

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

FORM S-4  
REGISTRATION STATEMENT

*UNDER*  
*THE SECURITIES ACT OF 1933*

**HARRIS CORPORATION**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State of Incorporation)

**3812**  
(Primary Standard Industrial  
Classification Code Number)

**34-0276860**  
(IRS Employer Identification No.)

**1025 West NASA Boulevard**  
**Melbourne, Florida 32919**  
**Telephone: (321) 727-9100**  
(Address, including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Scott T. Mikuen, Esq.**  
**Senior Vice President, General Counsel & Secretary**  
**Harris Corporation**  
**1025 West NASA Boulevard**  
**Melbourne, Florida 32919**  
**Telephone: (321) 727-9100**  
(Name, Address, including Zip Code, and Telephone Number, including Area Code, of Agent for Service)

*With a copy to:*

**Keith A. Pagnani, Esq.**  
**Scott B. Crofton, Esq.**  
**Sullivan & Cromwell LLP**  
**125 Broad Street**  
**New York, New York 10004**  
**(212) 558-4000**

**Ann D. Davidson, Esq.**  
**Senior Vice President & Chief Legal**  
**Officer**  
**L3 Technologies, Inc.**  
**600 Third Avenue**  
**New York, New York 10016**  
**(212) 697-1111**

**William E. Curbow, Esq.**  
**Sebastian Tiller, Esq.**  
**Simpson Thacher & Bartlett LLP**  
**425 Lexington Avenue**  
**New York, New York 10017**  
**(212) 455-2000**

**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable after this registration statement is declared effective.

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If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the Securities Act), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of large accelerated filer, accelerated filer, smaller reporting company, and emerging growth company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)	<input type="checkbox"/>
Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)	<input type="checkbox"/>

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common stock, par value \$1.00 per share	105,644,819 <sup>(1)</sup> shares	N/A	\$ 14,805,714,986.55 <sup>(2)</sup>	\$ 1,794,452.66 <sup>(3)</sup>

- The number of shares of common stock, par value \$1.00, of the registrant ( Harris common stock ) being registered upon completion of the merger of a wholly-owned subsidiary of the registrant with and into L3 Technologies, Inc. ( L3 ) described in the joint proxy statement/prospectus contained herein is based upon an estimate of the maximum number of shares of common stock of L3, par value \$0.01 per share ( L3 common stock ) presently
- (1) outstanding or issuable or expected to be issued in connection with the merger, including shares of L3 common stock underlying options to purchase shares of L3 common stock, shares of L3 common stock potentially issuable in respect of L3 restricted stock units, performance stock units, L3 deferred director awards and other awards, collectively equal to 81,265,245, multiplied by the exchange ratio of 1.30 shares of Harris common stock for each share of L3 common stock.
  - (2) Estimated solely for purposes of calculating the registration fee required by Section 6(b) of the Securities Act of 1933, as amended (the Securities Act) and calculated in accordance with Rules 457(c) and 457(f)(1) promulgated under the Securities Act. The proposed maximum aggregate offering price is solely for the purpose of calculating the registration fee and was calculated based upon the market value of shares of L3 common stock (the securities to be cancelled in the merger) in accordance with Rule 457(c) under the Securities Act as follows: the product of

(a) \$182.19, the average of the high and low prices per share of L3 common stock on December 10, 2018, as quoted on the New York Stock Exchange and (b) 81,265,245, the estimated maximum number of shares of L3 common stock that may be exchanged for the shares of Harris common stock being registered.

- (3) Computed in accordance with Section 6(b) of the Securities Act at a rate equal to \$121.20 per \$1,000,000 of the proposed maximum aggregate offering price.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act or until the registration statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said section 8(a), may determine.**

TABLE OF CONTENTS

**The information in this joint proxy statement/prospectus is not complete and may be changed. A registration statement relating to the securities described in this joint proxy statement/prospectus has been filed with the U.S. Securities and Exchange Commission. These securities may not be issued until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This joint proxy statement/prospectus does not constitute an offer to sell or the solicitation of offers to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**PRELIMINARY—SUBJECT TO COMPLETION, DATED DECEMBER 14, 2018**

**MERGER PROPOSAL—YOUR VOTE IS VERY IMPORTANT**

On October 12, 2018, Harris Corporation, which is referred to as Harris, and L3 Technologies, Inc., which is referred to as L3, entered into an Agreement and Plan of Merger, as it may be amended from time to time, which is referred to as the merger agreement, pursuant to which they agreed to combine their respective businesses in a merger of equals. The combined company will be a global defense technology leader, focused on developing differentiated and mission critical solutions for customers around the world. Pursuant to the terms of the merger agreement, Leopard Merger Sub Inc., a wholly-owned subsidiary of Harris and a party to the merger agreement, will merge with and into L3, which transaction is referred to as the merger, with L3 surviving as a wholly-owned subsidiary of Harris. Following the merger, Harris will change its name to L3 Harris Technologies, Inc., and Harris, L3 and their respective subsidiaries will operate as a combined company, which is referred to as the combined company, under this name.

Upon successful completion of the merger, each issued and outstanding share of L3 common stock will be converted into the right to receive 1.30 shares of Harris common stock, which number is referred to as the exchange ratio. This exchange ratio is fixed and will not be adjusted for changes in the market price of either Harris common stock or L3 common stock between the dates of signing of the merger agreement and completion of the merger. Harris stockholders will continue to own their existing Harris shares. As of the date of this joint proxy statement/prospectus, based on the estimated number of shares of Harris common stock and L3 common stock that will be outstanding immediately prior to the completion of the merger, we estimate that Harris stockholders will own approximately [54]% and L3 stockholders will own approximately [46]% of the issued and outstanding shares of the combined company immediately following the completion of the merger. Both Harris and L3's common stock is traded on the NYSE, under the symbols HRS and LLL, respectively. The common stock of the combined company will be listed on the NYSE under a symbol to be agreed upon by Harris and L3. We encourage you to obtain updated quotes for the Harris common stock and the L3 common stock.

Harris and L3 will each hold special meetings of their respective stockholders in connection with the proposed merger, which are referred to as the Harris stockholder meeting and the L3 stockholder meeting, respectively.

At the Harris stockholder meeting, Harris stockholders will be asked to consider and vote on (1) the proposal to approve the issuance of shares of Harris common stock to L3 stockholders pursuant to the merger agreement, which is referred to as the Harris share issuance proposal, (2) the proposal to adopt amendments to certain provisions of Harris certificate of incorporation, which is referred to as the Harris charter amendment proposal, (3) the proposal to approve, on a non-binding advisory basis, specific compensatory arrangements between Harris and its named executive officers relating to the merger and (4) the proposal to adjourn the Harris stockholder meeting to solicit additional proxies if there are not sufficient votes to approve the Harris share issuance proposal or the Harris charter amendment proposal or to ensure that any supplement or amendment to the accompanying joint proxy statement/prospectus is timely provided to Harris stockholders. **The Harris board of directors unanimously recommends that Harris stockholders vote FOR each of the proposals to be considered at the Harris stockholder meeting.**

At the L3 stockholder meeting, L3 stockholders will be asked to consider and vote on (1) the proposal to adopt the merger agreement, which is referred to as the L3 merger agreement proposal, (2) the proposal to approve, on a non-binding advisory basis, specific compensatory arrangements between L3 and its named executive officers relating to the merger and (3) the proposal to adjourn the L3 stockholder meeting to solicit additional proxies if there are not sufficient votes to approve the L3 merger agreement proposal or to ensure that any supplement or amendment to the accompanying joint proxy statement/prospectus is timely provided to L3 stockholders. **The L3 board of directors unanimously recommends that L3 stockholders vote FOR each of the proposals to be considered at the L3 stockholder meeting.**

We cannot complete the merger unless the L3 stockholders approve the L3 merger agreement proposal and the Harris stockholders approve both the Harris share issuance proposal and the Harris charter amendment proposal. **Your vote on these matters is very important, regardless of the number of shares you own. Whether or not you plan to attend your respective stockholder meeting in person, please promptly mark, sign and date the accompanying proxy and return it in the enclosed postage-paid envelope or authorize the individuals named on your proxy card to vote your shares by calling the toll-free telephone number or by using the Internet as described in the instructions included with your proxy card.**

The accompanying joint proxy statement/prospectus provides you with important information about the stockholder meetings, the merger, and each of the proposals. **We encourage you to read the entire document carefully, in particular the Risk Factors section beginning on page 42 for a discussion of risks relevant to the merger.**

We look forward to the successful completion of the merger.

Sincerely,

William M. Brown  
Chairman, President and Chief Executive Officer  
Harris Corporation

Christopher E. Kubasik  
Chairman, Chief Executive Officer and President  
L3 Technologies, Inc.

**Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the merger or the Harris common stock to be issued in the merger or determined if this joint proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.**

This joint proxy statement/prospectus is dated [•] and is first being mailed to Harris and L3 stockholders on or about [•].

TABLE OF CONTENTS

**Harris Corporation**  
**1025 West NASA Boulevard**

**Melbourne, Florida 32919**  
**(321) 727-9100**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS  
TO BE HELD ON [•], 2019**

To the Stockholders of Harris Corporation:

Notice is hereby given that Harris Corporation, which is referred to as Harris, will hold a special meeting of its stockholders, which is referred to as the Harris stockholder meeting, at the Harris Global Innovation Center located at 1025 West NASA Boulevard, Melbourne, Florida 32919, on [•], beginning at [•], Eastern time, for the purpose of considering and voting on the following proposals:

1. to approve the issuance of shares of Harris common stock to the stockholders of L3 Technologies, Inc., which is referred to as L3, pursuant to the Agreement and Plan of Merger, dated as of October 12, 2018 (as it may be amended from time to time), which is referred to as the merger agreement, by and among Harris, L3 and Leopard Merger Sub Inc., a wholly-owned subsidiary of Harris, which proposal is referred to as the Harris share issuance proposal;
2. to adopt amendments to certain provisions of the certificate of incorporation of Harris, which amendments are collectively referred to as the charter amendment and which proposal is referred to as the Harris charter amendment proposal;
3. to approve, on an advisory (non-binding) basis, the executive officer compensation that will or may be paid to Harris' named executive officers in connection with the transactions contemplated by the merger agreement, which is referred to as the Harris compensation proposal; and
4. to approve the adjournment of the Harris stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the Harris stockholder meeting to approve the Harris share issuance proposal and the Harris charter amendment proposal or to ensure that any supplement or amendment to the accompanying joint proxy statement/prospectus is timely provided to Harris stockholders, which is referred to as the Harris adjournment proposal.

Harris will transact no other business at the Harris stockholder meeting except such business as may properly be brought before the Harris stockholder meeting or any adjournment or postponement thereof. The accompanying joint proxy statement/prospectus, including the merger agreement attached thereto as Annex A, contains further information with respect to these matters.

Only holders of record of Harris common stock at the close of business on [•] are entitled to notice of and to vote at the Harris stockholder meeting and any adjournments or postponements thereof.

The Harris board of directors has unanimously approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement on the terms and subject to the conditions set forth in the merger agreement. **The Harris board of directors unanimously recommends that Harris stockholders vote FOR the Harris share issuance proposal, FOR the Harris charter amendment proposal, FOR the Harris compensation proposal and FOR the Harris adjournment proposal.**

**Your vote is very important, regardless of the number of shares of Harris common stock you own.** We cannot complete the transactions contemplated by the merger agreement without approval of the Harris share issuance proposal and the Harris charter amendment proposal. Assuming a quorum is present, the approval of the Harris share issuance proposal requires the affirmative vote of a majority of votes cast on the proposal, and the approval of the Harris charter amendment proposal requires the affirmative vote of a majority of the outstanding shares of Harris common stock entitled to vote on such proposal.

TABLE OF CONTENTS

Whether or not you plan to attend the Harris stockholder meeting in person, we urge you to please promptly mark, sign and date the accompanying proxy and return it in the enclosed postage-paid envelope or authorize the individuals named on the proxy card to vote your shares by calling the toll-free telephone number or by using the Internet as described in the instructions included with the proxy card. If your shares are held in the name of a bank, broker or other nominee, please follow the instructions on the voting instruction card furnished by such bank, broker or other nominee. If you choose to vote your shares in person at the Harris stockholder meeting, please bring the enclosed proxy card and proof of identification. The use of video, still photography or audio recording at the Harris stockholder meeting is not permitted. For the safety of attendees, all bags, packages and briefcases are subject to inspection. Your compliance is appreciated.

If you have any questions about the merger, please contact Harris at (321) 727-9100 or write to Harris Corporation, Attn: Corporate Secretary, 1025 West NASA Boulevard, Melbourne, Florida 32919.

If you have any questions about how to vote or direct a vote in respect of your shares of Harris common stock, you may contact our proxy solicitor, Georgeson LLC, at (866) 297-1410.

**By Order of the Board of Directors,**

*Scott T. Mikuen,  
Senior Vice President, General Counsel and Corporate  
Secretary*

Melbourne, Florida

Dated: [•]

**Your vote is important. Harris stockholders are requested to complete, date, sign and return the enclosed proxy in the envelope provided, which requires no postage if mailed in the United States, or to submit their votes electronically through the Internet or by telephone.**



TABLE OF CONTENTS

**L3 Technologies, Inc.**  
**600 Third Avenue**  
**New York, New York 10016**  
**(212) 697-1111**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS  
TO BE HELD ON [•], 2019**

To the Stockholders of L3 Technologies, Inc.:

Notice is hereby given that L3 Technologies, Inc., which is referred to as L3, will hold a special meeting of its stockholders, which is referred to as the L3 stockholder meeting, at [•], on [•], beginning at [•], Eastern time, for the purpose of considering and voting on the following proposals:

1. to adopt the Agreement and Plan of Merger, dated as of October 12, 2018 (as it may be amended from time to time), which is referred to as the merger agreement, by and among Harris Corporation, referred to as Harris, L3 and Leopard Merger Sub Inc., a wholly-owned subsidiary of Harris, which proposal is referred to as the L3 merger agreement proposal;
2. to approve, on an advisory (non-binding) basis, the executive officer compensation that will or may be paid to L3's named executive officers in connection with the transactions contemplated by the merger agreement, which is referred to as the L3 compensation proposal; and
3. to approve the adjournment of the L3 stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the L3 stockholder meeting to approve the L3 merger agreement proposal or to ensure that any supplement or amendment to the accompanying joint proxy statement/prospectus is timely provided to L3 stockholders, which is referred to as the L3 adjournment proposal.

L3 will transact no other business at the L3 stockholder meeting except such business as may properly be brought before the L3 stockholder meeting or any adjournment or postponement thereof. The accompanying joint proxy statement/prospectus, including the merger agreement attached thereto as Annex A, contains further information with respect to these matters.

Only holders of record of L3 common stock at the close of business on [•] are entitled to notice of and to vote at the L3 stockholder meeting and any adjournments or postponements thereof.

The L3 board of directors has unanimously approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement on the terms and subject to the conditions set forth in the merger agreement. **The L3 board of directors unanimously recommends that L3 stockholders vote FOR the L3 merger agreement proposal, FOR the L3 compensation proposal and FOR the L3 adjournment proposal.**

**Your vote is very important, regardless of the number of shares of L3 common stock you own.** We cannot complete the transactions contemplated by the merger agreement without approval of the L3 merger agreement proposal. Assuming a quorum is present, the approval of the L3 merger agreement proposal requires the affirmative vote of a majority of the outstanding shares of L3 common stock entitled to vote on the L3 merger agreement proposal.

Whether or not you plan to attend the L3 stockholder meeting in person, we urge you to please promptly mark, sign and date the accompanying proxy and return it in the enclosed postage-paid envelope or authorize the individuals named on the proxy card to vote your shares by calling the toll-free telephone number or by using the Internet as

described in the instructions included with the proxy card. If your shares are held in the name of a bank, broker or other nominee, please follow the instructions on the voting instruction card furnished by such

TABLE OF CONTENTS

bank, broker or other nominee. If you choose to vote your shares in person at the stockholder meeting, please bring the enclosed proxy card and proof of identification. The use of video, still photography or audio recording at the stockholder meeting is not permitted. For the safety of attendees, all bags, packages and briefcases are subject to inspection. Your compliance is appreciated.

If you have any questions about the merger, please contact L3 at (212) 697-1111 or write to L3 Technologies, Inc., Attn: Corporate Secretary, 600 Third Avenue, New York, New York 10016.

If you have any questions about how to vote or direct a vote in respect of your shares of L3 common stock, you may contact our proxy solicitor, Innisfree M&A Incorporated, toll-free at (877) 717-3898 or call collect at (212) 750-5833.

**By Order of the Board of Directors,**

*Ann D. Davidson,  
Senior Vice President and Chief Legal Officer*

New York, New York

Dated: [•]

**Your vote is important. L3 stockholders are requested to complete, date, sign and return the enclosed proxy in the envelope provided, which requires no postage if mailed in the United States, or to submit their votes electronically through the Internet or by telephone.**

TABLE OF CONTENTS

**REFERENCES TO ADDITIONAL INFORMATION**

This joint proxy statement/prospectus incorporates important business and financial information about Harris and L3 from other documents that Harris and L3 have filed with the U.S. Securities and Exchange Commission, which is referred to as the SEC, and that are contained in or incorporated by reference into this joint proxy statement/prospectus. For a listing of documents incorporated by reference into this joint proxy statement/prospectus, please see the section entitled **Where You Can Find More Information** beginning on page 211. This information is available for you free of charge to review through the SEC's website at [www.sec.gov](http://www.sec.gov).

Any person may request a copy of this joint proxy statement/prospectus and any of the documents incorporated by reference into this joint proxy statement/prospectus or other information concerning Harris or L3, without charge, by written or telephonic request directed to the appropriate company or its proxy solicitor at the following contacts:

For Harris stockholders:

Harris Corporation  
1025 West NASA Boulevard  
Melbourne, Florida 32919  
(321) 727-9100  
Attention: Corporate Secretary

For L3 stockholders:

L3 Technologies, Inc.  
600 Third Avenue  
New York, New York 10016  
(212) 697-1111  
Attention: Corporate Secretary

Georgeson LLC  
1290 Avenue of the Americas, 9<sup>th</sup> Floor  
New York, New York 10104  
Stockholders, banks and brokers call: (866) 297-1410

Innisfree M&A Incorporated  
501 Madison Avenue, 20<sup>th</sup> Floor  
New York, New York 10022  
Stockholders may call toll free: (877) 717-3898  
Banks and brokers may call collect: (212) 750-5833

**In order for you to receive timely delivery of the documents in advance of the special meeting of Harris stockholders to be held on [•], which is referred to as the Harris stockholder meeting, or the special meeting of L3 stockholders to be held on [•], which is referred to as the L3 stockholder meeting, as applicable, you must request the information no later than [•], 2019.**

The contents of the websites of the SEC, Harris, L3 or any other entity are not being incorporated into this joint proxy statement/prospectus. The information about how you can obtain certain documents that are incorporated by reference into this joint proxy statement/prospectus at these websites is being provided only for your convenience.

## TABLE OF CONTENTS

### **ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS**

This document, which forms part of a registration statement on Form S-4 filed with the SEC by Harris (File No. 333-[•]), constitutes a prospectus of Harris under Section 5 of the Securities Act of 1933, as amended, which is referred to as the Securities Act, with respect to the shares of common stock of Harris to be issued to L3 stockholders pursuant to the Agreement and Plan of Merger, dated as of October 12, 2018, by and among Harris, L3 and Merger Sub, as it may be amended from time to time, which is referred to as the merger agreement. This document also constitutes a joint proxy statement of Harris and L3 under Section 14(a) of the Securities Exchange Act of 1934, as amended, which is referred to as the Exchange Act. It also constitutes a notice of meeting with respect to the L3 stockholder meeting and a notice of meeting with respect to the Harris stockholder meeting.

Harris has supplied all information contained or incorporated by reference into this joint proxy statement/prospectus relating to Harris, and L3 has supplied all such information relating to L3. Harris and L3 have both contributed to the information related to the merger contained in this joint proxy statement/prospectus.

You should rely only on the information contained in or incorporated by reference into this joint proxy statement/prospectus. Harris and L3 have not authorized anyone to provide you with information that is different from that contained in or incorporated by reference into this joint proxy statement/prospectus. This joint proxy statement/prospectus is dated [•], and you should not assume that the information contained in this joint proxy statement/prospectus is accurate as of any date other than such date unless otherwise specifically provided herein.

Further, you should not assume that the information incorporated by reference into this joint proxy statement/prospectus is accurate as of any date other than the date of the incorporated document. Neither the mailing of this joint proxy statement/prospectus to Harris stockholders or L3 stockholders nor the issuance by Harris of shares of its common stock pursuant to the merger agreement will create any implication to the contrary.

**This joint proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction to or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.**

All references in this joint proxy statement/prospectus to Harris refer to Harris Corporation, a Delaware corporation; all references to Merger Sub refer to Leopard Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Harris formed for the purpose of effecting the merger as described in this joint proxy statement/prospectus. All references in this joint proxy statement/prospectus to L3 refer to L3 Technologies, Inc., a Delaware corporation. All references in this joint proxy statement/prospectus to combined company or L3 Harris refer to Harris immediately following completion of the merger and the other transactions contemplated by the merger agreement. All references in this joint proxy statement/prospectus to Harris common stock refer to the common stock of Harris, par value \$1.00 per share, and all references in this joint proxy statement/prospectus to L3 common stock refer to the common stock of L3, par value \$0.01 per share.

TABLE OF CONTENTS

**TABLE OF CONTENTS**

	<b>Page</b>
<u>TABLE OF CONTENTS</u>	i
<u>QUESTIONS AND ANSWERS</u>	1
<u>SUMMARY</u>	16
<u>The Parties to the Merger</u>	16
<u>The Merger and the Merger Agreement</u>	16
<u>Exchange Ratio</u>	16
<u>Treatment of Existing Harris Equity Awards</u>	17
<u>Treatment of Existing L3 Equity Awards</u>	17
<u>Harris' Reasons for the Merger</u>	18
<u>L3's Reasons for the Merger</u>	19
<u>Opinion of Harris' Financial Advisor</u>	19
<u>Opinion of L3's Financial Advisor</u>	19
<u>Proxy Solicitation Costs</u>	20
<u>The Harris Stockholder Meeting</u>	20
<u>The L3 Stockholder Meeting</u>	21
<u>Interests of Harris' Directors and Executive Officers in the Merger</u>	21
<u>Interests of L3's Directors and Executive Officers in the Merger</u>	22
<u>Governance of the Combined Company</u>	23
<u>Certain Beneficial Owners of Harris Common Stock</u>	24
<u>Certain Beneficial Owners of L3 Common Stock</u>	25
<u>Regulatory Approvals</u>	25
<u>Ownership of the Combined Company after the Merger</u>	26
<u>No Appraisal Rights</u>	26
<u>Conditions to the Completion of the Merger</u>	26
<u>No Solicitation of Acquisition Proposals</u>	27
<u>No Change of Recommendation</u>	28
<u>Termination of the Merger Agreement</u>	29
<u>Termination Fees</u>	31
<u>Accounting Treatment</u>	31
<u>Material U.S. Federal Income Tax Consequences</u>	32
<u>Comparison of Stockholders' Rights</u>	32
<u>Listing of Harris Common Stock; Delisting and Deregistration of L3 Common Stock</u>	32
<u>Risk Factors</u>	32
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF HARRIS</u>	33
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF L3</u>	35
<u>SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION</u>	37

<u>COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA</u>	<u>38</u>
<u>COMPARISON OF HARRIS AND L3 MARKET PRICES AND IMPLIED VALUE OF MERGER CONSIDERATION</u>	<u>39</u>
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>40</u>
<u>RISK FACTORS</u>	<u>42</u>
<u>Risks Relating to the Merger</u>	<u>42</u>
<u>Risks Relating to the Combined Company</u>	<u>50</u>
<u>Risks Relating to Harris' Business</u>	<u>55</u>
<u>Risks Relating to L3's Business</u>	<u>55</u>
<u>THE PARTIES TO THE MERGER</u>	<u>56</u>
<u>THE HARRIS STOCKHOLDER MEETING</u>	<u>57</u>
<u>Date, Time and Place of the Harris Stockholder Meeting</u>	<u>57</u>
<u>Matters to be Considered at the Harris Stockholder Meeting</u>	<u>57</u>
<u>Recommendation of the Harris Board of Directors</u>	<u>57</u>

TABLE OF CONTENTS

**TABLE OF CONTENTS**

*(Continued)*

	<b>Page</b>
<u>Record Date for the Harris Stockholder Meeting and Voting Rights</u>	57
<u>Quorum; Abstentions and Broker Non-Votes</u>	58
<u>Required Votes; Vote of Harris' Directors and Executive Officers</u>	58
<u>Methods of Voting</u>	59
<u>Voting of Shares Held through the Harris Retirement Plan or Harris DRIP</u>	60
<u>Revocability of Proxies</u>	60
<u>Proxy Solicitation Costs</u>	61
<u>Attending the Harris Stockholder Meeting</u>	61
<u>Householding</u>	61
<u>Tabulation of Votes; Results of the Harris Stockholder Meeting</u>	61
<u>Adjournments</u>	62
<u>Assistance</u>	62
<u>HARRIS PROPOSAL 1: APPROVAL OF SHARE ISSUANCE</u>	63
<u>HARRIS PROPOSAL 2: ADOPTION OF CHARTER AMENDMENT</u>	64
<u>HARRIS PROPOSAL 3: ADVISORY (NON-BINDING) VOTE ON MERGER-RELATED COMPENSATION FOR NAMED EXECUTIVE OFFICERS</u>	66
<u>HARRIS PROPOSAL 4: ADJOURNMENT OF THE HARRIS STOCKHOLDER MEETING</u>	67
<u>THE L3 STOCKHOLDER MEETING</u>	68
<u>Date, Time and Place of the L3 Stockholder Meeting</u>	68
<u>Matters to Be Considered at the L3 Stockholder Meeting</u>	68
<u>Recommendation of the L3 Board of Directors</u>	68
<u>Record Date for the L3 Stockholder Meeting and Voting Rights</u>	68
<u>Quorum; Abstentions and Broker Non-Votes</u>	68
<u>Required Votes; Vote of L3's Directors and Executive Officers</u>	69
<u>Methods of Voting</u>	70
<u>Voting of Shares Held through an L3 401(k) Plan</u>	71
<u>Revocability of Proxies</u>	71
<u>Proxy Solicitation Costs</u>	71
<u>Attending the L3 Stockholder Meeting</u>	72
<u>Householding</u>	72
<u>Tabulation of Votes; Results of the L3 Stockholder Meeting</u>	73
<u>Adjournments</u>	73
<u>Assistance</u>	73
<u>L3 PROPOSAL 1: ADOPTION OF THE MERGER AGREEMENT</u>	74
<u>L3 PROPOSAL 2: ADVISORY (NON-BINDING) VOTE ON MERGER-RELATED COMPENSATION FOR NAMED EXECUTIVE OFFICERS</u>	75



<u>L3 PROPOSAL 3: ADJOURNMENT OF THE L3 STOCKHOLDER MEETING</u>	<u>76</u>
<u>THE MERGER</u>	<u>77</u>
<u>General</u>	<u>77</u>
<u>Exchange Ratio</u>	<u>77</u>
<u>Background of the Merger</u>	<u>77</u>
<u>Recommendation of the Harris Board of Directors; Harris' Reasons for the Merger</u>	<u>92</u>
<u>Recommendation of the L3 Board of Directors; L3's Reasons for the Merger</u>	<u>96</u>
<u>Opinion of Harris' Financial Advisor</u>	<u>101</u>
<u>Opinion of L3's Financial Advisor</u>	<u>108</u>
<u>Harris Unaudited Financial Projections</u>	<u>114</u>
<u>L3 Unaudited Financial Projections</u>	<u>116</u>
<u>Certain Estimated Synergies</u>	<u>118</u>

TABLE OF CONTENTS

**TABLE OF CONTENTS**

*(Continued)*

	<b>Page</b>
<u>Closing and Effective Time of the Merger</u>	118
<u>Regulatory Approvals</u>	119
<u>Ownership of the Combined Company after the Merger</u>	120
<u>Governance of the Combined Company</u>	120
<u>U.S. Federal Securities Law Consequences</u>	122
<u>Accounting Treatment</u>	123
<u>Exchange of Shares</u>	123
<u>NYSE Market Listing</u>	123
<u>Delisting and Deregistration of L3 Common Stock</u>	124
<u>THE MERGER AGREEMENT</u>	125
<u>Explanatory Note Regarding the Merger Agreement</u>	125
<u>Structure of the Merger</u>	125
<u>Completion and Effectiveness of the Merger</u>	125
<u>Merger Consideration</u>	126
<u>Treatment of Equity Awards</u>	126
<u>Exchange of Shares</u>	127
<u>Dividends and Distributions with Respect to Unexchanged Shares of L3 Common Stock</u>	128
<u>Treatment of Fractional Shares</u>	129
<u>Termination of the Exchange Fund</u>	129
<u>Lost, Stolen or Destroyed Share Certificates</u>	129
<u>Withholding Rights</u>	129
<u>Adjustments to Prevent Dilution</u>	129
<u>Combined Company Governance Matters</u>	130
<u>Surviving Corporation Governance and Merger Sub Shares</u>	130
<u>Representations and Warranties</u>	130
<u>Conduct of Business Prior to the Effective Time</u>	133
<u>No Solicitation of Acquisition Proposals</u>	137
<u>Notice Regarding Acquisition Proposals</u>	138
<u>No Change of Recommendation</u>	139
<u>Existing Discussions and Standstill Provisions</u>	140
<u>Stockholder Meetings</u>	140
<u>Cooperation: Efforts to Consummate</u>	141
<u>Status and Notifications</u>	142
<u>Financing and Indebtedness</u>	142
<u>Access to Information</u>	142

<u>NYSE Listing; NYSE Delisting</u>	<u>143</u>
<u>Publicity</u>	<u>143</u>
<u>Employee Benefits Matters</u>	<u>143</u>
<u>Expenses</u>	<u>144</u>
<u>Indemnification; Directors' and Officers' Insurance</u>	<u>144</u>
<u>Litigation</u>	<u>145</u>
<u>Conditions to the Completion of the Merger</u>	<u>146</u>
<u>Termination of the Merger Agreement</u>	<u>147</u>
<u>Termination Fees</u>	<u>149</u>
<u>Amendment</u>	<u>149</u>
<u>Waiver</u>	<u>149</u>
<u>Specific Performance</u>	<u>150</u>
<u>Third-Party Beneficiaries</u>	<u>150</u>

TABLE OF CONTENTS

**TABLE OF CONTENTS**

*(Continued)*

	<b>Page</b>
<u>UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS</u>	<u>151</u>
<u>Notes To Unaudited Pro Forma Condensed Combined Financial Statements</u>	<u>157</u>
<u>INTERESTS OF HARRIS’ DIRECTORS AND EXECUTIVE OFFICERS IN THE MERGER</u>	<u>163</u>
<u>INTERESTS OF L3’S DIRECTORS AND EXECUTIVE OFFICERS IN THE MERGER</u>	<u>171</u>
<u>MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES</u>	<u>178</u>
<u>U.S. Holders</u>	<u>179</u>
<u>Non-U.S. Holders</u>	<u>180</u>
<u>FATCA Withholding</u>	<u>181</u>
<u>Backup Withholding and Information Reporting</u>	<u>181</u>
<u>COMPARISON OF STOCKHOLDERS’ RIGHTS</u>	<u>182</u>
<u>NO APPRAISAL RIGHTS</u>	<u>201</u>
<u>LEGAL MATTERS</u>	<u>202</u>
<u>EXPERTS</u>	<u>203</u>
<u>CERTAIN BENEFICIAL OWNERS OF HARRIS COMMON STOCK</u>	<u>204</u>
<u>Security Ownership of Harris Directors and Executive Officers</u>	<u>204</u>
<u>Security Ownership of Other Beneficial Owners</u>	<u>205</u>
<u>CERTAIN BENEFICIAL OWNERS OF L3 COMMON STOCK</u>	<u>206</u>
<u>Security Ownership of L3 Directors and Executive Officers</u>	<u>206</u>
<u>Security Ownership of Other Beneficial Owners</u>	<u>207</u>
<u>STOCKHOLDER PROPOSALS</u>	<u>208</u>
<u>HOUSEHOLDING OF PROXY MATERIALS</u>	<u>210</u>
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	<u>211</u>
<u>ANNEX A — AGREEMENT AND PLAN OF MERGER</u>	<u>A-1</u>
<u>ANNEX B — CHARTER AMENDMENT</u>	<u>B-1</u>
<u>ANNEX C — OPINION OF MORGAN STANLEY &amp; CO. LLC</u>	<u>C-1</u>
<u>ANNEX D — OPINION OF GOLDMAN SACHS &amp; CO. LLC</u>	<u>D-1</u>

## TABLE OF CONTENTS

### **QUESTIONS AND ANSWERS**

*The following are some questions that you, as a stockholder of Harris or a stockholder of L3, may have regarding the merger and the other matters being considered at the special meetings of each company's stockholders and brief answers to those questions. You are urged to carefully read this joint proxy statement/prospectus and the other documents referred to in this joint proxy statement/prospectus in their entirety because this section may not provide all the information that is important to you regarding these matters. Additional important information is contained in the annexes to, and the documents incorporated by reference into, this joint proxy statement/prospectus. You may obtain the information incorporated by reference in this joint proxy statement/prospectus, without charge, by following the instructions under the section entitled **Where You Can Find More Information** beginning on page 211.*

#### **Q: Why am I receiving this joint proxy statement/prospectus?**

A: You are receiving this joint proxy statement/prospectus because Harris and L3 have agreed to combine their companies in a merger of equals structured through a merger of Merger Sub with and into L3, with L3 surviving the merger as a wholly-owned subsidiary of the combined company, which will be renamed L3 Harris Technologies, Inc. The merger agreement governs the terms of the business combination and merger of L3 and Merger Sub, which is referred to as the merger, and is attached to this joint proxy statement/prospectus as Annex A.

In order to complete the merger, among other things:

- L3 stockholders must adopt the merger agreement in accordance with Delaware General Corporation Law, referred to as the DGCL, which proposal is referred to as the L3 merger agreement proposal;
- Harris stockholders must approve the issuance of shares of Harris common stock to L3 stockholders pursuant to the merger agreement, which issuance is referred to as the share issuance and which proposal is referred to as the Harris share issuance proposal; and
- Harris stockholders must adopt the proposed amendments to certain provisions of Harris' certificate of incorporation, which amendments are collectively referred to as the charter amendment and which proposal is referred to as the Harris charter amendment proposal.

Harris is holding a special meeting of its stockholders, which is referred to as the Harris stockholder meeting, to obtain approval of the Harris share issuance proposal and the Harris charter amendment proposal. Harris stockholders will also be asked to approve, on an advisory (non-binding) basis, the merger-related executive officer compensation payments that will or may be paid by Harris to its named executive officers in connection with the merger, which is referred to as the Harris compensation proposal, and to approve the proposal to adjourn the Harris stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the Harris stockholder meeting to approve the Harris share issuance proposal and the Harris charter amendment proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to Harris stockholders, which is referred to as the Harris adjournment proposal.

L3 is holding a special meeting of its stockholders, which is referred to as the L3 stockholder meeting, to obtain approval of the L3 merger agreement proposal. L3 stockholders will also be asked to approve, on an advisory (non-binding) basis, the merger-related executive officer compensation payments that will or may be paid by L3 to its named executive officers in connection with the merger, which is referred to as the L3 compensation proposal, and to approve the proposal to adjourn the L3 stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the L3 stockholder meeting to approve the L3 merger agreement proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to L3 stockholders, which is referred to as the L3 adjournment proposal.

Your vote is very important.

**Q: When and where will each of the stockholder meetings take place?**

A: The Harris stockholder meeting will be held at the Harris Global Innovation Center located at 1025 West NASA Boulevard, Melbourne, Florida 32919, on [•], at [•].

1

## TABLE OF CONTENTS

The L3 stockholder meeting will be held at [•], on [•], at [•].

If you choose to vote your shares in person at your respective company's stockholder meeting, please bring your enclosed proxy card and proof of identification. The use of video, still photography or audio recording at each of the stockholder meetings is not permitted. For the safety of attendees, all bags, packages and briefcases are subject to inspection.

Even if you plan to attend your respective company's stockholder meeting, L3 and Harris recommend that you vote your shares in advance as described below so that your vote will be counted if you later decide not to or become unable to attend the applicable stockholder meeting. Shares held in street name may be voted in person by you only if you obtain a signed legal proxy from your bank, broker or other nominee giving you the right to vote the shares.

### **Q: What matters will be considered at each of the stockholder meetings?**

A: At the Harris stockholder meeting, the stockholders of Harris will be asked to consider and vote on the following proposals:

- *Harris Proposal 1: The Harris share issuance proposal.* Approval of the issuance of shares of Harris common stock to L3 stockholders pursuant to the merger agreement;
- *Harris Proposal 2: The Harris charter amendment proposal.* Adoption of certain amendments to Harris' certificate of incorporation;
- *Harris Proposal 3: The Harris compensation proposal.* Approval of, on an advisory (non-binding) basis, the merger-related named executive officer compensation payments that will or may be paid by Harris to its named executive officers in connection with the merger; and
- *Harris Proposal 4: The Harris adjournment proposal.* Approval of the adjournment of the Harris stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the Harris stockholder meeting to approve the Harris share issuance proposal and the Harris charter amendment proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to the Harris stockholders.

At the L3 stockholder meeting, stockholders of L3 will be asked to consider and vote on the following proposals:

- *L3 Proposal 1: The L3 merger agreement proposal.* Adoption of the merger agreement;
- *L3 Proposal 2: The L3 compensation proposal.* Approval of, on an advisory (non-binding) basis, the merger-related named executive officer compensation payments that will or may be paid by L3 to its named executive officers in connection with the merger; and
- *L3 Proposal 3: The L3 adjournment proposal.* Approval of the adjournment of the L3 stockholder meeting to solicit additional proxies if there are not sufficient votes at the time of the L3 stockholder meeting to approve the L3 merger agreement proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to the L3 stockholders.

The approval of the L3 merger agreement proposal, the approval of the Harris share issuance proposal and the approval of the Harris charter amendment proposal are conditions to the obligations of L3 and Harris to complete the merger. None of the approvals of the Harris compensation proposal, the L3 compensation proposal, the Harris adjournment proposal or the L3 adjournment proposal are conditions to the obligations of L3 or Harris to complete the merger.

### **Q: Does my vote matter?**

Yes, your vote is very important. The merger cannot be completed unless the merger agreement is adopted by L3 stockholders, the share issuance is approved by Harris stockholders and the charter amendment is adopted by Harris stockholders.

## TABLE OF CONTENTS

For Harris stockholders, if you do not return or submit your proxy or vote at the stockholder meeting as provided in this joint proxy statement/prospectus, the effect will be the same as a vote **AGAINST** the Harris charter amendment proposal. The Harris board of directors unanimously recommends that you vote **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal, **FOR** the Harris compensation proposal and **FOR** the Harris adjournment proposal.

For L3 stockholders, if you do not return or submit your proxy or vote at the stockholder meeting as provided in this joint proxy statement/prospectus, the effect will be the same as a vote **AGAINST** the L3 merger agreement proposal. The L3 board of directors unanimously recommends that you vote **FOR** the L3 merger agreement proposal, **FOR** the L3 compensation proposal and **FOR** the L3 adjournment proposal.

### **Q: What will I receive if the merger is completed?**

If the merger is completed, each share of L3 common stock outstanding at the effective time of the merger will be converted into the right to receive 1.30 shares of Harris common stock. Each L3 stockholder will receive cash for any fractional shares of Harris common stock that such stockholder would otherwise receive in the merger. Any cash amounts to be received by an L3 stockholder in respect of fractional shares will be aggregated and rounded to the nearest whole cent. As referred to in this joint proxy statement/prospectus, the effective time means the date and time when the certificate of merger has been duly filed with and accepted by the Secretary of State of the State of Delaware or at such later date and time as may be agreed by Harris and L3 in writing and specified in the certificate of merger.

A: If the merger is completed, Harris stockholders will not receive any merger consideration, and their shares of Harris common stock will constitute shares of the combined company.

Because Harris will issue a fixed number of shares of Harris common stock in exchange for each share of L3 common stock, the value of the merger consideration that L3 stockholders will receive in the merger will depend on the market price of shares of Harris common stock at the time the merger is completed. The market price of shares of Harris common stock when L3 stockholders receive those shares after the merger is completed could be greater than, less than or the same as the market price of shares of Harris common stock on the date of this joint proxy statement/prospectus or at the time of the stockholder meetings. Accordingly, you should obtain current stock price quotations for Harris common stock and L3 common stock before deciding how to vote with respect to the approval of the share issuance and the adoption of the charter amendment in the case of Harris stockholders or the adoption of the merger agreement in the case of L3 stockholders. Each of Harris and L3's common stock is traded on the New York Stock Exchange, which is referred to as the NYSE, under the symbols HRS and LLL, respectively. Harris and L3 will cooperate in good faith to identify a ticker symbol under which shares of common stock of the combined company will trade on the NYSE after completion of the merger.

For more information regarding the merger consideration to be provided to L3 stockholders if the merger is completed, see the section entitled **The Merger Agreement—Merger Consideration** beginning on page 126.

### **Q: Will Harris equity awards be affected by the merger?**

A: At the effective time:

- any vesting conditions applicable to each outstanding Harris stock option, whether vested or unvested, that was granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full, and each such award will remain outstanding as an option to purchase shares of Harris common stock;
- any vesting conditions applicable to each outstanding Harris restricted share that was granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full;
-



any vesting conditions applicable to each outstanding Harris restricted stock unit, which is referred to as a Harris RSU, that was granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full, with each Harris RSU settled in one share of Harris common stock on the closing of the merger;

TABLE OF CONTENTS

- any stock equivalent units (which are equivalent in value to one share of Harris common stock and are referred to as Harris DSUs) that are credited and outstanding under the applicable Harris directors' deferred compensation plan will, automatically and without any action on the part of the holder thereof, be settled in accordance with the terms of such Harris directors' plan, with each Harris director (or former director) paid a lump sum cash payment in respect of the Harris DSUs, plus the amount equal to the remaining balance in his or her directors' deferred compensation account no later than 90 days following the effective time;
- any vesting conditions applicable to each outstanding Harris performance stock unit, which is referred to as a Harris PSU, that was granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full with respect to a number of shares of Harris common stock based on the greater of the target and actual level of performance through the effective time (as reasonably determined by the Harris compensation committee after consultation with L3), with each Harris PSU settled in one share of Harris common stock on the closing of the merger; and
- any Harris dividend equivalent rights associated with any Harris restricted share, Harris RSU, Harris DSU or Harris PSU will either be paid in cash or treated in the same manner as the award to which such dividend equivalent rights relate, in each case, pursuant to the terms of the relevant Harris plan immediately prior to the effective time.

Each equity award described above is referred to as a Harris equity award.

**Q: Will L3 equity awards be affected by the merger?**

A: At the effective time:

- any vesting conditions applicable to each outstanding stock option to purchase L3 common stock under L3's equity compensation plans, which is referred to as an L3 stock option, granted prior to October 12, 2018, will be deemed satisfied and accelerated in full and each L3 stock option will be converted into an option to purchase shares of Harris common stock based on the exchange ratio;
- any vesting conditions applicable to each outstanding L3 restricted stock unit, which is referred to as an L3 RSU, that was granted prior to October 12, 2018 will be deemed satisfied and accelerated in full and will be converted into the right to receive Harris common stock based on the exchange ratio;
- any vesting conditions applicable to a portion of L3 performance share units, which are referred to as L3 PSUs, that were granted prior to October 12, 2018, determined to have been earned based on the level of performance through the effective time, prorated to reflect the reduced service period through the effective time, will be deemed satisfied and will be converted into the right to receive Harris common stock based on the exchange ratio, and the remaining (non-prorated) portion of the earned L3 PSUs will be converted into time-vesting restricted stock units denominated in the number of shares of Harris common stock based on the exchange ratio; and
- any L3 dividend equivalent rights associated with any L3 RSU or L3 PSU will either be paid in cash or treated in the same manner as the award to which the dividend equivalent rights relate, in each case pursuant to the terms of the relevant L3 plan immediately prior to the effective time.

Each equity award described above is referred to as an L3 equity award.

**Q: What will happen to the L3 Employee Stock Purchase Plan?**

- A: L3 has amended its Employee Stock Purchase Plan, which is referred to as the L3 ESPP, to provide that the offering period that began in July 2018 and ends in December 2018 will be the final offering period for the plan. The final investment date for the L3 ESPP will be December 31, 2018, and each L3 ESPP participant's accumulated contributions will be used to purchase shares of L3 common stock on that date. After the purchase of the shares on the final investment date, no further offering periods under the L3 ESPP will commence and at the effective time of the merger, the L3 ESPP will terminate in its entirety.

TABLE OF CONTENTS

**Q: How does the board of directors of Harris recommend that I vote at the Harris stockholder meeting?**

The Harris board of directors unanimously recommends that you vote **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal, **FOR** the Harris compensation proposal and **FOR** the Harris adjournment proposal.

In considering the recommendations of the Harris board of directors, Harris stockholders should be aware that Harris directors will directly benefit from the merger. In addition, Harris directors and executive officers have interests in the merger that are different from, or in addition to, their interests as Harris stockholders. For a more complete description of these interests, see the information provided in the section entitled **Interests of Harris' Directors and Executive Officers in the Merger** beginning on page 163.

**Q: How does the board of directors of L3 recommend that I vote at the L3 stockholder meeting?**

A: The L3 board of directors unanimously recommends that you vote **FOR** the L3 merger agreement proposal, **FOR** the L3 compensation proposal and **FOR** the L3 adjournment proposal.

In considering the recommendations of the L3 board of directors, L3 stockholders should be aware that L3 directors will directly benefit from the merger. In addition, L3 directors and executive officers have interests in the merger that are different from, or in addition to, their interests as L3 stockholders. For a more complete description of these interests, see the information provided in the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 171.

**Q: Who is entitled to vote at the Harris stockholder meeting?**

A: The record date for the Harris stockholder meeting is [•]. All holders of shares of Harris common stock who held shares at the close of business on the record date are entitled to receive notice of, and to vote at, the Harris stockholder meeting. Each holder of Harris common stock is entitled to cast one vote on each matter properly brought before the Harris stockholder meeting for each share of Harris common stock that such holder owned of record as of the record date. Physical attendance at the stockholder meeting is not required to vote. See below and the section entitled **The Harris Stockholder Meeting—Methods of Voting** beginning on page 59 for instructions on how to vote your shares without attending the Harris stockholder meeting.

**Q: Who is entitled to vote at the L3 stockholder meeting?**

A: The record date for the L3 stockholder meeting is [•]. All holders of shares of L3 common stock who held shares at the close of business on the record date are entitled to receive notice of, and to vote at, the L3 stockholder meeting. Each holder of L3 common stock is entitled to cast one vote on each matter properly brought before the L3 stockholder meeting for each share of L3 common stock that such holder owned of record as of the record date. Physical attendance at the stockholder meeting is not required to vote. See below and the section entitled **The L3 Stockholder Meeting—Methods of Voting** beginning on page 70 for instructions on how to vote your shares without attending the L3 stockholder meeting.

**Q: What is a proxy?**

A: A proxy is a stockholder's legal designation of another person, which is referred to as a proxy, to vote shares of such stockholder's common stock at a stockholder meeting. The document used to designate a proxy to vote your shares of Harris or L3 common stock, as applicable, is referred to as a proxy card.

**Q: How many votes do I have for the Harris stockholder meeting?**

A: Each Harris stockholder is entitled to one vote for each share of Harris common stock held of record as of the close of business on the record date for the Harris stockholder meeting. As of the close of business on the record date, there were [•] outstanding shares of Harris common stock.

**Q: How many votes do I have for the L3 stockholder meeting?**

A: Each L3 stockholder is entitled to one vote for each share of L3 common stock held of record as of the close of business on the record date for the L3 stockholder meeting. As of the close of business on the record date, there were [•] outstanding shares of L3 common stock.



**TABLE OF CONTENTS**

**Q: What constitutes a quorum for the Harris stockholder meeting?**

The holders of a majority of the shares of Harris common stock entitled to vote at the meeting must be represented at the Harris stockholder meeting in person or by proxy in order to constitute a quorum. Abstentions and broker non-votes are considered present for purposes of establishing a quorum.

**Q: What constitutes a quorum for the L3 stockholder meeting?**

The holders of a majority in voting power of the outstanding shares of capital stock of L3 must be represented at the L3 stockholder meeting in person or by proxy in order to constitute a quorum. Shares of L3 common stock represented at the L3 stockholder meeting and entitled to vote, but not voted, including shares for which a stockholder directs an abstention from voting and broker non-votes will be counted for purposes of determining a quorum.

**Q: What will happen to Harris and L3 as a result of the merger?**

The merger is structured as a reverse triangular merger, in which Merger Sub, a wholly-owned subsidiary of Harris, will merge with and into L3, with L3 surviving the merger as a wholly-owned subsidiary of the combined company, which will be renamed L3 Harris Technologies, Inc. Upon completion of the merger, L3 will no longer be a public company and its shares will be delisted from the NYSE, deregistered under the Exchange Act and cease to be publicly traded.

**Q: Where will the common stock of the combined company that I receive in the merger be publicly traded?**

The shares of common stock of the combined company to be issued in the merger will be listed for trading on the NYSE. L3 and Harris have agreed to cooperate in good faith to identify a ticker symbol under which shares of common stock of the combined company will trade on the NYSE after completion of the merger.

**Q: What happens if the merger is not completed?**

If the merger agreement is not adopted by L3 stockholders, if the share issuance is not approved by Harris stockholders, if the charter amendment is not adopted by Harris stockholders or if the merger is not completed for any other reason, L3 stockholders will not receive any merger consideration for their shares of L3 common stock in connection with the merger. Instead, L3 will remain an independent public company and its common stock will continue to be listed and traded on the NYSE, and Harris will not complete the share issuance or the charter amendment. If the merger agreement is terminated under specified circumstances, L3 may be required to pay Harris a termination fee of \$590 million. If the merger agreement is terminated under other specified circumstances, Harris may be required to pay L3 a termination fee of \$700 million. See the section entitled **The Merger Agreement—Termination Fees** beginning on page 149 for a more detailed discussion of the termination fees.

**Q: What is a broker non-vote ?**

Under NYSE rules, banks, brokers and other nominees may use their discretion to vote uninstructed shares (i.e., shares of record held by banks, brokers or other nominees, but with respect to which the beneficial owner of such shares has not provided instructions on how to vote on a particular proposal) with respect to matters that are considered to be routine, but not with respect to non-routine matters. All of the proposals currently scheduled for consideration at the Harris stockholder meeting and L3 stockholder meeting are non-routine matters. A broker non-vote occurs on an item when (a) a bank, broker or other nominee has discretionary authority to vote on one or more proposals to be voted on at a meeting of stockholders, but is not permitted to vote on other proposals without instructions from the beneficial owner of the shares and (b) the beneficial owner fails to provide the bank, broker or other nominee with such instructions. Because none of the proposals currently scheduled to be voted on at either the Harris stockholder meeting or the L3 stockholder meeting are routine matters for which brokers may have discretionary authority to vote, Harris and L3 do not expect there to be any broker non-votes at the Harris stockholder meeting or the L3 stockholder meeting, respectively.

TABLE OF CONTENTS

**What stockholder vote is required for the approval of each proposal at the Harris stockholder meeting?**

**Q: What will happen if I fail to vote or abstain from voting on each proposal at the Harris stockholder meeting?**

*Harris Proposal 1: Harris share issuance proposal.* Assuming a quorum is present, the approval of the share issuance by the stockholders of Harris requires the affirmative vote of a majority of votes cast on the proposal. A Harris stockholder's abstention from voting will have the same effect as a vote **AGAINST** the Harris share issuance proposal, while a broker non-vote or the failure of a Harris stockholder to vote (including the failure of a Harris stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have no effect on the Harris share issuance proposal.

*Harris Proposal 2: Harris charter amendment proposal.* Assuming a quorum is present, the adoption of the charter amendment by stockholders of Harris requires the affirmative vote of a majority of the outstanding shares of Harris common stock entitled to vote on such proposal. Accordingly, a Harris stockholder's abstention from voting, a broker non-vote or the failure of a Harris stockholder to vote (including the failure of a Harris stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have the same effect as a vote **AGAINST** the Harris charter amendment proposal.

*Harris Proposal 3: Harris compensation proposal.* Assuming a quorum is present, approval of the Harris compensation proposal requires the affirmative vote of the majority of shares present in person or represented by proxy at the Harris stockholder meeting and entitled to vote on the subject matter. A Harris stockholder's abstention from voting will have the same effect as a vote **AGAINST** the Harris compensation proposal, while a broker non-vote or the failure of a Harris stockholder to vote (including the failure of a Harris stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have no effect on the Harris compensation proposal.

*Harris Proposal 4: Harris adjournment proposal.* The Harris stockholder meeting may be adjourned to solicit additional proxies if there are not sufficient votes at the time of the Harris stockholder meeting to approve the Harris share issuance proposal and the Harris charter amendment proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to the Harris stockholders. Whether or not a quorum is present, the affirmative vote of the holders of a majority of the voting shares of Harris common stock represented at the Harris stockholder meeting is required to adjourn the Harris stockholder meeting. A Harris stockholder's abstention from voting will have the same effect as a vote **AGAINST** the Harris adjournment proposal, while a broker non-vote or the failure of a Harris stockholder to vote (including the failure of a Harris stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have no effect on the Harris adjournment proposal.

**Q: What stockholder vote is required for the approval of each proposal at the L3 stockholder meeting? What will happen if I fail to vote or abstain from voting on each proposal at the L3 stockholder meeting?**

*L3 Proposal 1: L3 merger agreement proposal.* Assuming a quorum is present, the adoption of the merger agreement by the stockholders of L3 requires the affirmative vote of a majority of the outstanding shares of L3 common stock entitled to vote thereon. Accordingly, an L3 stockholder's abstention from voting, a broker non-vote or the failure of an L3 stockholder to vote (including the failure of an L3 stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have the same effect as a vote **AGAINST** the proposal.

*L3 Proposal 2: L3 compensation proposal.* Assuming a quorum is present, approval of the L3 compensation proposal requires the affirmative vote of a majority of the votes cast at the L3 stockholder meeting on this proposal. Accordingly, an L3 stockholder's abstention from voting, a broker non-vote or the failure of an L3 stockholder to vote (including the failure of an L3 stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have no effect on the L3 compensation proposal.



TABLE OF CONTENTS

*L3 Proposal 3: L3 adjournment proposal.* The L3 stockholder meeting may be adjourned to solicit additional proxies if there are not sufficient votes at the time of the L3 stockholder meeting to approve the L3 merger agreement proposal or to ensure that any supplement or amendment to this joint proxy statement/prospectus is timely provided to the L3 stockholders. Whether or not there is a quorum, approval of the L3 adjournment proposal requires the affirmative vote of a majority in voting power of the shares of L3 common stock represented at the L3 stockholder meeting. Accordingly, an L3 stockholder's abstention from voting will have the same effect as a vote **AGAINST** the proposal, while a broker non-vote or the failure of an L3 stockholder to vote (including the failure of an L3 stockholder who holds shares in street name through a bank, broker or other nominee to give voting instructions to that bank, broker or other nominee) will have no effect on the L3 adjournment proposal. The chairman of the L3 stockholder meeting may also adjourn the meeting, whether or not there is a quorum.

**Why am I being asked to consider and vote on a proposal to approve, by non-binding, advisory vote, Q: merger-related compensation arrangements for the Harris and L3 named executive officers (i.e., the Harris compensation proposal and the L3 compensation proposal)?**

A: Under SEC rules, Harris and L3 are each required to seek a non-binding, advisory vote with respect to the compensation that may be paid or become payable to Harris' or L3's respective named executive officers that is based on or otherwise relates to the merger, or golden parachute compensation.

**What happens if Harris stockholders or L3 stockholders do not approve, by non-binding, advisory vote, Q: merger-related compensation arrangements for Harris' or L3's named executive officers (i.e., the Harris compensation proposal and the L3 compensation proposal)?**

A: The votes on the proposals to approve the merger-related compensation arrangements for each of Harris' and L3's named executive officers are separate and apart from the votes to approve the other proposals being presented at the Harris stockholder meeting and the L3 stockholder meeting. Because the votes on the proposals to approve the merger-related executive compensation are advisory in nature only, they will not be binding upon Harris, L3 or the surviving company in the merger. Accordingly, the merger-related compensation may be paid to Harris' and L3's named executive officers to the extent payable in accordance with the terms of their compensation agreements and arrangements even if Harris' or L3's respective stockholders do not approve the proposals to approve the merger-related executive compensation.

**Q: What if I hold shares in both Harris and L3?**

A: If you are both a Harris stockholder and an L3 stockholder, you will receive two separate packages of proxy materials. A vote cast as a Harris stockholder will not count as a vote cast as an L3 stockholder, and a vote cast as an L3 stockholder will not count as a vote cast as a Harris stockholder. **Therefore, please submit separate proxies for your shares of Harris common stock and your shares of L3 common stock.**

**Q: How can I vote my shares in person at my respective stockholder meeting?**

A: *Record Holders.* Shares held directly in your name as the stockholder of record of Harris or L3 may be voted in person at the Harris stockholder meeting or the L3 stockholder meeting, as applicable. If you choose to vote your shares in person at the respective stockholder meeting, please bring your enclosed proxy card and proof of identification.

*Shares in street name.* Shares held in street name may be voted in person by you only if you obtain a signed legal proxy from your bank, broker or other nominee giving you the right to vote the shares. If you choose to vote your shares in person at the Harris stockholder meeting or L3 stockholder meeting, as applicable, please bring proof of identification.

Even if you plan to attend the Harris stockholder meeting or the L3 stockholder meeting, as applicable, Harris and L3 recommend that you vote your shares in advance as described below so that your vote will be counted if you later decide not to or become unable to attend the respective stockholder meeting. The use of video, still photography or audio recording at either stockholder meeting is not permitted at either stockholder meeting. For the safety of attendees, all bags, packages and briefcases are subject to inspection. Your compliance is appreciated.





## TABLE OF CONTENTS

Harris stockholders who hold shares of Harris common stock through the Harris Corporation Retirement Plan, which is referred to as the Harris Retirement Plan, may attend the Harris stockholder meeting, but may not vote such shares in person. Harris stockholders who hold shares of Harris common stock through the Harris Retirement Plan should submit voting instructions for those shares to the trustee of the Harris Retirement Plan by using the Internet, telephone or by mail and by following the instructions contained together with the proxy card as further explained in the section entitled **The Harris Stockholder Meeting—Methods of Voting** on page 59.

L3 stockholders who hold shares of L3 common stock through an L3 401(k) Plan may attend the L3 stockholder meeting, but may not vote such shares in person. L3 stockholders who hold shares of L3 common stock through an L3 401(k) Plan should submit a proxy for such shares by using the Internet, telephone or by mail and by following the instructions contained together with the proxy card as further explained in the section entitled **The L3 Stockholder Meeting—Methods of Voting** on page 70.

Additional information on attending the stockholder meetings can be found under the section entitled **The Harris Stockholder Meeting** on page 57 and under the section entitled **The L3 Stockholder Meeting** on page 68.

**Q: How can I vote my shares without attending my respective stockholder meeting?**

Whether you hold your shares directly as the stockholder of record of Harris or L3 or beneficially in street name, you may direct your vote by proxy without attending the Harris stockholder meeting or the L3 stockholder meeting, as applicable. You can vote by proxy over the Internet, or by telephone or by mail by following the instructions provided in the enclosed proxy card. Please note that if you hold shares beneficially in street name, you should follow the voting instructions provided by your bank, broker or other nominee.

Additional information on voting procedures can be found under the section entitled **The Harris Stockholder Meeting** on page 57 and under the section entitled **The L3 Stockholder Meeting** on page 68.

**Q: What is the difference between holding shares as a stockholder of record and as a beneficial owner of shares held in street name?**

If your shares of common stock in Harris or L3 are registered directly in your name with Computershare Trust Company, N.A., which is referred to as Computershare, the transfer agent of both Harris and L3, you are considered the stockholder of record with respect to those shares. As the stockholder of record, you have the right to vote, or to grant a proxy for your vote directly to Harris or L3, as applicable, or to a third party to vote, at the respective stockholder meeting.

If your shares of common stock in Harris or L3 are held by a bank, broker or other nominee, you are considered the beneficial owner of shares held in street name, and your bank, broker or other nominee is considered the stockholder of record with respect to those shares. Your bank, broker or other nominee will send you, as the beneficial owner, a package describing the procedure for voting your shares. You should follow the instructions provided by them to vote your shares. You are invited to attend the Harris stockholder meeting or the L3 stockholder meeting, as applicable, however, you may not vote these shares in person at the respective stockholder meeting unless you obtain a signed legal proxy, executed in your favor, from your bank, broker or other nominee that holds your shares, giving you the right to vote the shares at the applicable stockholder meeting.

**Q: If my shares of Harris common stock or L3 common stock are held in street name by my bank, broker or other nominee, will my bank, broker or other nominee automatically vote those shares for me?**

No. Your bank, broker or other nominee will only be permitted to vote your shares of Harris common stock or L3 common stock, as applicable, if you instruct your bank, broker or other nominee how to vote. You should follow the procedures provided by your bank, broker or other nominee regarding the voting of your shares. Under the rules of the NYSE, banks, brokers and other nominees who hold shares of Harris common stock or L3 common stock in street name for their customers have authority to vote on routine proposals when they have not received instructions from beneficial owners. However, banks, brokers and



## TABLE OF CONTENTS

other nominees are prohibited from exercising their voting discretion with respect to non-routine matters, which includes all the proposals currently scheduled to be considered and voted on at each of the Harris and L3 stockholder meetings. As a result, absent specific instructions from the beneficial owner of such shares, banks, brokers and other nominees are not empowered to vote such shares.

For Harris stockholders, the effect of not instructing your bank, broker or other nominee how you wish to vote your shares will be the same as a vote **AGAINST** the Harris charter amendment proposal, but will not be counted as **FOR** or **AGAINST** and, assuming a quorum is present at the Harris stockholder meeting, will have no effect on, the Harris share issuance proposal, the Harris compensation proposal or the Harris adjournment proposal.

For L3 stockholders, the effect of not instructing your bank, broker or other nominee how you wish to vote your shares will be the same as a vote **AGAINST** the L3 merger agreement proposal, but will not be counted as **FOR** or **AGAINST** and, assuming a quorum is present at the L3 stockholder meeting, will have no effect on, the L3 compensation proposal or the L3 adjournment proposal.

### **Q: What if I participate in the Harris Retirement Plan?**

If you are a participant in the Harris Retirement Plan, and you own shares of Harris common stock through the Harris Retirement Plan, your voting instruction covers the shares of Harris common stock you own through the Harris Retirement Plan. You may provide voting instructions for those shares to the trustee of the Harris Retirement Plan over the Internet, by telephone or by mail using the details provided on the proxy card or the

A: paper voting instruction form (if you received a paper copy of the proxy materials). If you do not timely provide voting instructions for those shares, then as directed by the terms of the Harris Retirement Plan, those shares will be voted by the trustee in the same proportion as the shares for which other participants in the Harris Retirement Plan have timely provided voting instructions, except as otherwise required by the Employee Retirement Income Security Act of 1974, as amended.

Additional information about the methods of voting can be found under the section entitled **The Harris Stockholder Meeting—Methods of Voting** beginning on page 59.

### **Q: What if I participate in the Harris Dividend Reinvestment Plan?**

If you are a participant in the Harris Dividend Reinvestment Plan, which is referred to as the Harris DRIP, administered by Computershare, your voting instruction covers the shares of Harris common stock held in your

A: Harris DRIP account. Computershare, as the Harris DRIP administrator, is the stockholder of record of Harris common stock owned through the Harris DRIP and will not vote these shares unless you provide it with voting instructions, which you may do over the Internet, by telephone or by mail using the details provided on the proxy card or the paper voting instruction form (if you received a paper copy of the proxy materials).

Additional information about the methods of voting can be found under the section entitled **The Harris Stockholder Meeting—Methods of Voting** beginning on page 59.

### **Q: What if I participate in an L3 401(k) Savings Plan?**

If you are a participant in the L3 Technologies Master Savings Plan or the Aviation Communications & Surveillance Systems 401(k) Plan (each of which is referred to as an L3 401(k) Plan), you may vote your shares

A: of L3 common stock held in your L3 401(k) Plan by submitting a proxy by the Internet, telephone or by mail. Proxies must be received by 11:59 p.m. Eastern time, on [•], 2019.

Your proxy will serve as voting instructions for the shares of L3 common stock reflecting your proportional interest in the L3 common stock held in the plan as of the record date. The trustee will vote shares of L3 common stock reflecting your proportional interest in the L3 common stock in the L3 401(k) Plan as instructed on the proxy. If you hold an interest in L3 common stock through an L3 401(k) Plan and you do not provide voting instructions, the trustee will vote the shares in the same proportion as the shares of L3 common stock held by the L3 401(k) Plan for which voting instructions have been received from other participants in the plan, except as otherwise required by law.

Additional information about the methods of voting can be found under the section entitled **The L3 Stockholder Meeting—Methods of Voting** beginning on page 70.

TABLE OF CONTENTS

**Q: What should I do if I receive more than one set of voting materials for the same stockholder meeting?**

A: If you hold shares of Harris common stock or L3 common stock in street name and also directly in your name as a stockholder of record or otherwise or if you hold shares of Harris common stock or L3 common stock in more than one brokerage account, you may receive more than one set of voting materials relating to the same stockholder meeting.

*Record Holders.* For shares held directly, please complete, sign, date and return each proxy card (or cast your vote by telephone or Internet as provided on each proxy card) or otherwise follow the voting instructions provided in this joint proxy statement/prospectus in order to ensure that all of your shares of Harris common stock or L3 common stock are voted.

*Shares in street name.* For shares held in street name through a bank, broker or other nominee, you should follow the procedures provided by your bank, broker or other nominee to vote your shares.

**Q: If a stockholder gives a proxy, how are the shares of Harris or L3 common stock voted?**

A: Regardless of the method you choose to vote, the individuals named on the enclosed proxy card will vote your shares of Harris common stock or L3 common stock, as applicable, in the way that you indicate. When completing the Internet or telephone processes or the proxy card, you may specify whether your shares of Harris common stock or L3 common stock, as applicable, should be voted for or against, or abstain from voting on, all, some or none of the specific items of business to come before the respective stockholder meeting.

**Q: How will my shares of Harris common stock be voted if I return a blank proxy?**

A: If you sign, date and return your proxy and do not indicate how you want your shares of Harris common stock to be voted, then your shares of Harris common stock will be voted **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal, **FOR** the Harris compensation proposal and **FOR** the Harris adjournment proposal.

**Q: How will my shares of L3 common stock be voted if I return a blank proxy?**

A: If you sign, date and return your proxy and do not indicate how you want your shares of L3 common stock to be voted, then your shares of L3 common stock will be voted **FOR** the L3 merger agreement proposal, **FOR** the L3 compensation proposal and **FOR** the L3 adjournment proposal.

**Q: Can I change my vote after I have submitted my proxy?**

A: Any stockholder giving a proxy has the right to revoke it before the proxy is voted at the applicable stockholder meeting by any of the following:

- subsequently submitting a new proxy (including by submitting a proxy via the Internet or telephone) that is received by the deadline specified on the accompanying proxy card;
- giving written notice of your revocation to the Harris corporate secretary or L3 corporate secretary, as applicable; or
- voting in person at the applicable stockholder meeting.

Execution or revocation of a proxy will not in any way affect your right to attend the applicable stockholder meeting and vote in person. Written notices of revocation and other communications with respect to the revocation of proxies should be addressed:

if you are a Harris stockholder, to:

Harris Corporation  
Attn: Corporate Secretary  
1025 West NASA Boulevard  
Melbourne, Florida 32919

if you are an L3 stockholder, to:

L3 Technologies, Inc.  
Attn: Corporate Secretary  
600 Third Avenue  
New York, New York 10016



TABLE OF CONTENTS

**Q: If I hold my shares in street name, can I change my voting instructions after I have submitted voting instructions to my bank, broker or other nominee?**

If your shares are held in the name of a bank, broker or other nominee and you previously provided voting instructions to your bank, broker or other nominee, you should follow the instructions provided by your bank, broker or other nominee to revoke or change your voting instructions.

**Q: Where can I find the voting results of the stockholder meetings?**

A: The preliminary voting results for each stockholder meeting will be announced at that stockholder meeting. In addition, within four business days following certification of the final voting results, each of Harris and L3 intends to file the final voting results of its respective stockholder meeting with the SEC on a Current Report on Form 8-K.

**Q: If I do not favor the merger, what are my rights?**

A: Neither Harris stockholders nor L3 stockholders are entitled to dissenters' rights under the DGCL. If they are not in favor of the merger, Harris stockholders may vote against the Harris share issuance proposal or the Harris charter amendment proposal, and L3 stockholders may vote against the L3 merger agreement proposal. For more information, see the section entitled **No Appraisal Rights** beginning on page 201. Information about how Harris stockholders may vote on the proposals being considered in connection with the merger can be found under the section entitled **The Harris Stockholder Meeting** beginning on page 57. Information about how L3 stockholders may vote on the proposals being considered in connection with the merger can be found under the section entitled **The L3 Stockholder Meeting** beginning on page 68.

**Q: Are there any risks that I should consider in deciding whether to vote for the approval of the L3 merger agreement proposal, the approval of the Harris share issuance proposal or the approval of the Harris charter amendment proposal?**

A: Yes. You should read and carefully consider the risk factors set forth in the section entitled **Risk Factors** beginning on page 42. You also should read and carefully consider the risk factors of Harris and L3 contained in the documents that are incorporated by reference into this joint proxy statement/prospectus.

**Q: What happens if I sell my shares of Harris common stock or L3 common stock before the respective stockholder meeting?**

A: The record date for Harris stockholders entitled to vote at the Harris stockholder meeting is earlier than the date of the Harris stockholder meeting, and the record date for L3 stockholders entitled to vote at the L3 stockholder meeting is earlier than the date of the L3 stockholder meeting. If you transfer your shares of Harris common stock or L3 common stock after the respective record date but before the applicable stockholder meeting, you will, unless special arrangements are made, retain your right to vote at the applicable stockholder meeting.

**Q: Who will solicit and pay the cost of soliciting proxies?**

A: Harris has engaged Georgeson LLC, which is referred to as Georgeson, to assist in the solicitation of proxies for the Harris stockholder meeting. Harris estimates that it will pay Georgeson a fee of approximately \$15,000 plus costs and expenses. Harris has agreed to indemnify Georgeson against various liabilities and expenses that relate to or arise out of its solicitation of proxies (subject to certain exceptions). L3 has engaged Innisfree M&A Incorporated, which is referred to as Innisfree, to assist in the solicitation of proxies for the L3 stockholder meeting. L3 estimates that it will pay Innisfree a fee of approximately \$25,000, plus reimbursement for certain out-of-pocket fees and expenses. L3 has agreed to indemnify Innisfree against various liabilities and expenses that relate to or arise out of its solicitation of proxies (subject to certain exceptions). Harris and L3 also may be required to reimburse banks, brokers and other custodians, nominees and fiduciaries or their respective agents for their expenses in forwarding proxy materials to beneficial owners of Harris common stock and L3 common stock, respectively. Harris' directors, officers and employees and L3's directors, officers and employees also may solicit proxies by telephone, by electronic means or in person. They will not be paid any additional amounts for soliciting proxies.



TABLE OF CONTENTS

**Q: What are the material United States federal income tax consequences of the merger to L3 stockholders?**

For U.S. federal income tax purposes, the merger is intended to be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which is referred to as the Code. As described further in the section entitled **The Merger Agreement—Conditions to the Completion of the Merger** beginning on page 146, each party’s obligation to effect the merger is conditioned on the receipt by such party from the other party of a required tax representation letter, although this condition would nevertheless not be satisfied if such receiving party’s counsel, due to a change in law, is unable to deliver an opinion based on such representation letters to the effect that for U.S. federal income tax purposes the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code, and such receiving party is unable to obtain such an opinion from an alternative tax counsel pursuant to the merger agreement. In addition, L3 and Harris

A: expect to receive opinions from legal counsel that the merger will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code at or prior to the time of the consummation of the merger. Generally, for U.S. federal income tax purposes, if you are a U.S. holder (as defined in the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178) of L3 common stock, you will only recognize gain or loss equal to the difference between (a) the sum of cash you receive in lieu of fractional shares of Harris common stock and (b) your adjusted tax basis in such fractional share of Harris common stock. If you are a non-U.S. holder (as defined in the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178) of L3 common stock, the merger will generally not result in tax to you under U.S. federal income tax laws unless you have certain connections to the United States. You are encouraged to seek tax advice regarding such matters.

Because individual circumstances may differ, it is recommended that you consult your own tax advisor to determine the particular tax effects of the merger to you.

You should read the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178 for a more complete discussion of the material U.S. federal income tax consequences of the merger.

**TAX MATTERS ARE COMPLICATED AND THE TAX CONSEQUENCES OF THE MERGER WILL DEPEND ON THE FACTS OF YOUR OWN SITUATION. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR AS TO THE SPECIFIC TAX CONSEQUENCES OF THE MERGER TO YOU IN YOUR PARTICULAR CIRCUMSTANCES.**

**Q: When is the merger expected to be completed?**

Subject to the satisfaction or waiver of the closing conditions described under the section entitled **The Merger Agreement—Conditions to the Completion of the Merger** beginning on page 146, including the approval of the share issuance and adoption of the charter amendment by Harris stockholders at the Harris stockholder meeting and the adoption of the merger agreement by L3 stockholders at the L3 stockholder meeting, the merger is

A: expected to close in mid-calendar year 2019. However, neither Harris nor L3 can predict the actual date on which the merger will be completed, or if the merger will be completed at all, because completion is subject to conditions and factors outside the control of both companies. Harris and L3 hope to complete the merger as soon as reasonably practicable. See also the section entitled **The Merger—Regulatory Approvals** beginning on page 119.

**Q: What are the conditions to completion of the merger?**

A: In addition to the approval of the share issuance and the adoption of the charter amendment by Harris stockholders and the adoption of the merger agreement by L3 stockholders, as described above, completion of the merger is subject to the satisfaction of a number of other conditions, including, but not limited to, approval for listing on the NYSE of the shares of Harris common stock to be issued pursuant to the merger agreement, the expiration or earlier termination any applicable waiting period, and the receipt of approvals under, domestic and certain foreign antitrust and competition laws, the absence of governmental restraints or prohibitions preventing the consummation of the merger, the effectiveness of the registration statement on Form S-4 registering the Harris

common stock issuable in the merger and absence of any stop order or proceedings by the SEC with respect thereto. The obligation of each of L3 and Harris to consummate the

TABLE OF CONTENTS

merger is also conditioned on, among other things, the receipt of the required tax representation letter from the other party, although this condition would nevertheless not be satisfied if such receiving party's counsel, due to a change in law, is unable to deliver an opinion based on such representation letters to the effect that for U.S. federal income tax purposes the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code and such receiving party is unable to obtain such an opinion from an alternative tax counsel pursuant to the merger agreement, the absence of a material adverse effect on the other party, the truth and correctness of the representations and warranties made by the other party on the date of the merger agreement and on the closing date (subject to certain materiality qualifiers) and the performance by the other party in all material respects of its obligations under the merger agreement. In addition, the obligation of L3 to consummate the merger is conditioned on the implementation, at the effective time of the merger, of the governance-related matters described in the section entitled **The Merger—Governance of the Combined Company** beginning on page 120. For a more complete summary of the conditions that must be satisfied or waived prior to completion of the merger, see the section entitled **The Merger Agreement—Conditions to the Completion of the Merger** beginning on page 146.

**Q: What respective equity stakes will Harris stockholders and L3 stockholders hold in the combined company immediately following the merger?**

As of the date of this joint proxy statement/prospectus, based on the estimated number of shares of common stock of Harris and L3 that will be outstanding immediately prior to the completion of the merger and the exchange ratio of 1.30, Harris and L3 estimate that holders of shares of Harris common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [54]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger, and holders of shares of L3 common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [46]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger. The exact equity stake of Harris stockholders and L3 stockholders in the combined company immediately following the merger will depend on the number of shares of Harris common stock and L3 common stock issued and outstanding immediately prior to the merger.

**Q: Will I still be paid dividends prior to the merger?**

A: Harris may declare and pay one regular quarterly cash dividend per quarter as follows:

- for the fiscal year ending June 28, 2019, an amount per share of \$0.685 per quarter; and
- for the fiscal year ending July 3, 2020, an amount per share up to \$0.74 per quarter.

L3 may declare and pay one regular quarterly cash dividend per quarter as follows:

- for the year ending December 31, 2018, an amount per share of \$0.80 per quarter; and
- for the year ending December 31, 2019, an amount per share up to \$0.85 per quarter.

L3 will coordinate with Harris on the declaration, setting of record dates and payment dates of dividends on shares of L3 common stock so that holders of shares of L3 common stock do not receive dividends on both shares of L3 common stock and Harris common stock received in the merger in respect of any calendar quarter or fail to receive a dividend on either shares of L3 common stock or Harris common stock received in the merger in respect of any calendar quarter.

For more information regarding the payment of dividends, see the section entitled **The Merger Agreement—Conduct of Business Prior to the Effective Time** beginning on page 133.

**Q: If I am an L3 stockholder, how will I receive the merger consideration to which I am entitled?**

A: If you hold your shares of L3 common stock in book-entry form, you will not be required to take any specific actions to exchange your shares for shares of Harris common stock. After the completion of the merger, shares of L3 common stock held in book-entry form will be automatically exchanged for shares of Harris common stock in book-entry form and cash to be paid in lieu of any fractional share of Harris common stock to which you are entitled. If you hold your shares of L3 common stock in certificated form, after receiving the proper

documentation from you, following the effective time, the exchange agent will

TABLE OF CONTENTS

deliver to you the Harris common stock (in book-entry form) and cash in lieu of fractional shares to which you are entitled. More information may be found in the sections entitled **The Merger—Exchange of Shares** beginning on page 123 and **The Merger Agreement—Exchange Procedures** beginning on page 127.

**Q: What should I do now?**

A: You should read this joint proxy statement/prospectus carefully and in its entirety, including the annexes, and return your completed, signed and dated proxy card(s) by mail in the enclosed postage-paid envelope or submit your voting instructions by telephone or over the Internet as soon as possible so that your shares will be voted in accordance with your instructions.

**Q: Whom do I call if I have questions about the Harris stockholder meeting, the L3 stockholder meeting or the merger?**

A: If you have questions about the Harris stockholder meeting, the L3 stockholder meeting or the merger, or desire additional copies of this joint proxy statement/prospectus or additional proxies, you may contact:

if you are a Harris stockholder:

Georgeson LLC  
1290 Avenue of the Americas, 9<sup>th</sup> Floor  
New York, New York 10104  
Stockholders, banks and brokers call:  
(866) 297-1410

if you are an L3 stockholder:

Innisfree M&A Incorporated  
501 Madison Avenue, 20<sup>th</sup> Floor  
New York, New York 10022  
Telephone (Toll-Free): (877) 717-3898  
Banks and Brokers (Collect): (212) 750-5833

## TABLE OF CONTENTS

### SUMMARY

*For your convenience, provided below is a brief summary of certain information contained in this joint proxy statement/prospectus. This summary highlights selected information from this joint proxy statement/prospectus and does not contain all of the information that may be important to you as a Harris stockholder or an L3 stockholder. To understand the merger fully and for a more complete description of the terms of the merger, you should read carefully this entire joint proxy statement/prospectus, its annexes and the other documents to which you are referred. Items in this summary include a page reference directing you to a more complete description of those items. You may obtain the information incorporated by reference into this joint proxy statement/prospectus without charge by following the instructions under the section entitled **Where You Can Find More Information** beginning on page 211.*

### **The Parties to the Merger (Page 56)**

#### *L3 Technologies, Inc.*

L3 Technologies, Inc., a Delaware corporation is an agile innovator and leading provider of global intelligence, surveillance and reconnaissance, communications and electronic systems for military, homeland security and commercial aviation customers. With approximately 31,000 employees worldwide, L3 develops advanced defense technologies and commercial solutions in pilot training, aviation security, night vision and electro optics/infrared, weapons, maritime systems and space. L3's principal executive offices are located at 600 Third Avenue, New York, New York 10016 and its telephone number is (212) 697-1111.

#### *Harris Corporation*

Harris Corporation, a Delaware corporation, is a leading technology innovator, solving customers' toughest mission-critical challenges by providing solutions that connect, inform and protect. Harris operates in three segments: communication systems, electronic systems and space and intelligence systems. Harris supports government and commercial customers in more than 100 countries, with its largest customers being various departments and agencies of the U.S. government and their prime contractors. Harris' products, systems and services have defense and civil government applications, as well as commercial applications. Harris' principal executive offices are located at 1025 West NASA Boulevard, Melbourne, Florida 32919 and its telephone number is (321) 727-9100.

#### *Leopard Merger Sub Inc.*

Leopard Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Harris, was formed solely for the purpose of facilitating the merger. Merger Sub has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the merger and the other transactions contemplated by the merger agreement. By operation of the merger, Merger Sub will be merged with and into L3, with L3 surviving the merger as a wholly-owned subsidiary of Harris. Merger Sub's principal executive offices are located at c/o Harris Corporation, 1025 West NASA Boulevard, Melbourne, Florida 32919 and its telephone number is (321) 727-9100.

### **The Merger and the Merger Agreement (Pages 77 and 125)**

The terms and conditions of the merger are contained in the merger agreement, a copy of which is attached as Annex A to this joint proxy statement/prospectus. You are encouraged to read the merger agreement carefully and in its entirety, as it is the primary legal document that governs the merger.

Pursuant to the merger agreement, Merger Sub will merge with and into L3. At the effective time, the separate existence of Merger Sub will cease, and L3 will be the surviving corporation and a wholly-owned subsidiary of the combined company, which will be renamed L3 Harris Technologies, Inc. Following the merger, L3 common stock will be delisted from the NYSE, deregistered under the Exchange Act and will cease to be publicly traded.

**Exchange Ratio** (Page 77)

In the merger, each share of L3 common stock (other than excluded shares, as defined in the section entitled **The Merger—Exchange Ratio** beginning on page 77) will be converted into the right to receive 1.30 shares of Harris common stock, which ratio is referred to as the exchange ratio, and which amount of Harris common

## TABLE OF CONTENTS

stock is referred to as the merger consideration. The exchange ratio is fixed, which means that it will not change between now and the date of completion of the merger, regardless of whether the market price of either Harris or L3 common stock changes. No fractional shares of Harris common stock will be issued upon the conversion of shares of L3 common stock pursuant to the merger agreement. Each L3 stockholder that otherwise would have been entitled to receive a fraction of a share of Harris common stock will be entitled to receive cash in lieu of a fractional share.

Harris stockholders will continue to own their existing shares, which will not be affected by the merger and which will constitute shares of the combined company following completion of the merger.

For more information on the exchange ratio, see the section entitled **The Merger—Exchange Ratio** beginning on page 77 and **The Merger Agreement—Merger Consideration** beginning on page 126.

### **Treatment of Existing Harris Equity Awards (Page 126)**

#### *Harris Stock Options*

At the effective time, any vesting conditions applicable to each outstanding Harris stock option, whether vested or unvested, granted prior to October 12, 2018, will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full, and each such award shall remain outstanding as an option to purchase shares of Harris common stock.

#### *Harris Restricted Shares*

At the effective time, any vesting conditions applicable to each outstanding Harris restricted share granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full.

#### *Harris RSUs*

At the effective time, any vesting conditions applicable to each Harris RSU granted prior to October 12, 2018 will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full, with each Harris RSU settled in one share of Harris common stock upon completion of the merger.

#### *Harris DSUs*

At the effective time, each Harris DSU credited to each Harris director (or former director) will, automatically and without any action on the part of the holder thereof, be settled in accordance with the terms of the applicable Harris directors' plan, with each Harris director (or former director) paid a lump sum cash payment in respect of the Harris DSUs, plus the amount equal to the remaining balance in his or her directors' deferred compensation account no later than 90 days following the effective time.

#### *Harris PSUs*

At the effective time, any vesting conditions applicable to each Harris PSU will, automatically and without any action on the part of the holder thereof, be deemed satisfied and accelerated in full with respect to a number of shares of Harris common stock based on the greater of the target and actual level of performance through the effective time (as reasonably determined by the Harris compensation committee after consultation with L3), with each Harris PSU settled in one share of Harris common stock upon completion of the merger.



*Harris Dividend Equivalent Rights*

Any Harris dividend equivalent rights associated with any Harris restricted share, Harris RSU, Harris DSU or Harris PSU will either be paid in cash or treated in the same manner as the award to which such dividend equivalent rights relate, in each case, pursuant to the terms of the relevant Harris plan immediately prior to the effective time.

**Treatment of Existing L3 Equity Awards** (Page 126)

*L3 Stock Options*

At the effective time of the merger, any service-based or performance-based vesting conditions applicable to each outstanding L3 stock option, granted prior to October 12, 2018, will be deemed satisfied and accelerated in full, and each L3 stock option will be converted into an option to purchase a number of shares of Harris

## TABLE OF CONTENTS

common stock equal to the product (rounded down to the nearest whole number) of (a) the number of shares of L3 common stock subject to the option and (b) the exchange ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to (i) the exercise price per share of L3 common stock of the L3 stock option divided by (ii) the exchange ratio.

### *L3 RSUs*

At the effective time of the merger, any vesting conditions applicable to outstanding L3 RSUs, granted prior to October 12, 2018, will be deemed satisfied and accelerated in full, and each L3 RSU will be converted into the right of the holder to receive a number of shares of Harris common stock equal to the product (rounded to the nearest whole number) of the number of shares of L3 common stock subject to the L3 RSUs multiplied by the exchange ratio. The settlement in respect of the L3 RSUs will be made within 10 business days after the closing of the merger.

### *L3 PSUs*

At the effective time of the merger, any vesting conditions applicable to a portion of L3 PSUs, granted prior to October 12, 2018, determined to have been earned based on the greater of the target and actual level of performance through the effective time (as reasonably determined by the L3 compensation committee in consultation with Harris), prorated to reflect the reduced service period through the effective time, will be deemed satisfied and accelerated in full and will be converted into the right of the holder to receive a number of shares of Harris common stock equal to the product (rounded to the nearest whole number) of the number of shares of L3 common stock subject to the prorated portion of the L3 PSUs multiplied by the exchange ratio. The settlement in respect of such L3 PSUs will be made within 10 business days after the closing of the merger.

The remaining portion of the earned L3 PSUs will be converted into time-vesting restricted stock units in respect of a number of shares of Harris common stock equal to the number of shares of L3 common stock subject to the remaining L3 PSUs multiplied by the exchange ratio. Such restricted stock units will continue to vest through the last day of the original performance period applicable to the L3 PSUs, subject to the executive's continued employment. These awards will be subject to accelerated vesting in the event of certain qualifying terminations following the merger.

### *L3 Dividend Equivalent Rights*

At the effective time, any L3 dividend equivalent rights associated with any L3 RSU or L3 PSU will either be paid in cash or treated in the same manner as the award to which the dividend equivalent rights relate, in each case pursuant to the terms of the relevant L3 plan immediately prior to the effective time.

### *L3 ESPP*

L3 has amended the L3 ESPP to provide that the offering period that began in July 2018 and ends in December 2018 will be the final offering period for the plan. The final investment date for the L3 ESPP will be December 31, 2018, and each L3 ESPP participant's accumulated contributions will be used to purchase shares of L3 common stock on that date. After the purchase of the shares on the final investment date, no further offering periods under the L3 ESPP will commence and at the effective time of the merger, the L3 ESPP will terminate in its entirety.

### **Harris' Reasons for the Merger (Page 92)**

**Harris' board of directors unanimously recommends that Harris stockholders vote FOR the Harris share issuance proposal (Harris Proposal 1) and FOR the Harris charter amendment proposal (Harris Proposal 2).**

In reaching its decision to approve and declare advisable the merger agreement and the transactions contemplated thereby, including the charter amendment as attached to this joint proxy statement/prospectus, the amended bylaws as attached to the merger agreement and the merger on the terms and subject to the conditions set forth in the merger agreement and to recommend that the holders of shares of Harris common stock adopt the charter amendment and approve the share issuance on the terms and subject to the conditions set forth in the merger agreement, the Harris

## TABLE OF CONTENTS

board of directors consulted with Harris' senior management and its outside legal and financial advisors, and considered a number of factors it believed supported its decision to enter into the merger agreement, including, without limitation, those listed in the section entitled **The Merger—Recommendation of the Harris Board of Directors; Harris' Reasons for the Merger** beginning on page 92.

### **L3's Reasons for the Merger** (Page 96)

**L3's board of directors unanimously recommends that L3 stockholders vote FOR the merger agreement proposal (L3 Proposal 1).**

The L3 board of directors unanimously approved and declared advisable the merger agreement, the merger and the other transactions contemplated by the merger agreement and determined that the merger agreement, the merger and the other transactions contemplated by the merger agreement are fair to, and in the best interests of, L3 and its stockholders. In reaching its decision to approve and declare advisable the merger agreement, the merger and the other transactions contemplated thereby and to recommend the adoption of the merger agreement to L3 stockholders, L3's board of directors consulted with L3's senior management, as well as outside legal and financial advisors, and considered a number of factors it believed supported its decision to enter into the merger agreement, including without limitation those listed in the section entitled **The Merger—Recommendation of the L3 Board of Directors; L3's Reasons for the Merger** beginning on page 96.

### **Opinion of Harris' Financial Advisor** (Page 101 and Annex C)

Harris retained Morgan Stanley & Co. LLC, which is referred to as Morgan Stanley, as its financial advisor in connection with the transactions contemplated by the merger agreement. Morgan Stanley delivered its oral opinion to the Harris board of directors on October 12, 2018, which opinion was subsequently confirmed in a written opinion dated October 12, 2018, that, as of the date of such opinion, and subject to the various assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth in its written opinion, the exchange ratio pursuant to the merger agreement was fair from a financial point of view to Harris.

The full text of Morgan Stanley's written opinion, dated October 12, 2018, which sets forth assumptions made, procedures followed, matters considered and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion, is attached as Annex C to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. Harris stockholders should read Morgan Stanley's opinion carefully and in its entirety for a discussion of the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of the review undertaken by Morgan Stanley in rendering its opinion. This summary is qualified in its entirety by reference to the full text of such opinion. Morgan Stanley's opinion was directed to the Harris board of directors, in its capacity as such, and addressed only the fairness from a financial point of view to Harris of the exchange ratio pursuant to the merger agreement as of the date of such opinion. Morgan Stanley's opinion did not address any other aspects or implications of the merger. Morgan Stanley's opinion did not in any manner address the price at which Harris common stock would trade following the consummation of the merger or at any time, and Morgan Stanley expressed no opinion or recommendation to any holder of shares of Harris common stock or L3 common stock as to how such holder should vote at the Harris stockholder meeting or the L3 stockholder meeting, respectively, or whether to take any other action with respect to the merger.

For additional information, see the section entitled **The Merger—Opinion of Harris' Financial Advisor** beginning on page 101 and Annex C.

### **Opinion of L3's Financial Advisor** (Page 108 and Annex D)

L3 retained Goldman Sachs & Co. LLC, which is referred to as Goldman Sachs, as its financial advisor in connection with the transactions contemplated by the merger agreement. Goldman Sachs delivered its oral opinion, subsequently confirmed in writing, to L3's board of directors that, as of October 12, 2018 and based upon and subject to the factors and assumptions set forth therein, the exchange ratio pursuant to the merger agreement was fair from a financial point of view to the holders (other than Harris and its affiliates) of L3 common stock.

The full text of the written opinion of Goldman Sachs, dated October 12, 2018, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in

## TABLE OF CONTENTS

connection with the opinion, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety, which is referred to as the Goldman Sachs opinion. Goldman Sachs provided advisory services and its opinion for the information and assistance of L3's board of directors in connection with its consideration of the merger. The Goldman Sachs opinion is not a recommendation as to how any holder of L3's common stock should vote with respect to the merger or any other matter.

For additional information, see the section entitled **The Merger—Opinion of L3's Financial Advisor** beginning on page 108 and Annex D.

### **Proxy Solicitation Costs** (Pages 61 and 71)

Harris and L3 are soliciting proxies to provide an opportunity to all Harris stockholders and L3 stockholders to vote on agenda items at the respective stockholder meetings, whether or not they are able to attend their respective stockholder meetings or an adjournment or postponement thereof. Harris' and L3's directors, officers and other employees may solicit proxies in person, by telephone, electronically, by mail or other means, but they will not be specifically compensated for doing this. Harris and L3 also may be required to reimburse banks, brokers and other persons for expenses they incur in forwarding proxy materials to obtain voting instructions from beneficial stockholders. Harris has also hired Georgeson to assist in the solicitation of proxies, and L3 has hired Innisfree to assist in the solicitation of proxies. The total cost of solicitation of proxies will be borne by Harris and L3. For a description of the costs and expenses to Harris and L3 of soliciting proxies, see **The Harris Stockholder Meeting—Proxy Solicitation Costs** on page 61 and **The L3 Stockholder Meeting—Proxy Solicitation Costs** on page 71.

### **The Harris Stockholder Meeting** (Page 57)

The Harris stockholder meeting will be held on [•], 2019 at [•], Eastern time, at the Harris Global Innovation Center located at 1025 West NASA Boulevard, Melbourne, Florida 32919. The purposes of the Harris stockholder meeting are as follows:

- *Harris Proposal 1—Approval of the Issuance of Shares of Harris Common Stock to L3 Stockholders pursuant to the Merger Agreement.* To consider and vote on the Harris share issuance proposal
- *Harris Proposal 2—Adoption of Certain Amendments to Harris' Certificate of Incorporation.* To consider and vote on the Harris charter amendment proposal;
- *Harris Proposal 3—Approval, on an Advisory (Non-Binding) Basis, of Certain Compensatory Arrangements with Harris' Named Executive Officers.* To consider and vote on the Harris compensation proposal and
- *Harris Proposal 4—Adjournments of the L3 Stockholder Meeting.* To consider and vote on the Harris adjournment proposal.

Completion of the merger is conditioned on the approval of the share issuance and adoption of the charter amendment by Harris' stockholders. Approval of the advisory proposal concerning the merger-related compensation arrangements for Harris' named executive officers is not a condition to the obligation of either L3 or Harris to complete the merger.

Only holders of record of issued and outstanding shares of Harris common stock as of the close of business on [•], the record date for the Harris stockholder meeting, are entitled to notice of, and to vote at, the Harris stockholder meeting or any adjournment or postponement of the Harris stockholder meeting. Harris stockholders may cast one vote for each share of Harris common stock that Harris stockholders owned as of that record date.

Assuming a quorum is present at the Harris stockholder meeting, the Harris share issuance proposal requires the affirmative vote of a majority of votes cast on the proposal. An abstention will have the same effect as a vote

**AGAINST** the Harris share issuance proposal, while a broker non-vote or other failure to vote will have no effect on

the outcome of the Harris share issuance proposal.

Assuming a quorum is present at the Harris stockholder meeting, the Harris charter amendment proposal requires the affirmative vote of a majority of the outstanding shares of Harris common stock entitled to vote on such proposal. A failure to vote, a broker non-vote or an abstention will have the same effect as a vote **AGAINST** the Harris charter amendment proposal.

20

## TABLE OF CONTENTS

Assuming a quorum is present at the Harris stockholder meeting, approval of the Harris compensation proposal requires the affirmative vote of the majority of shares present in person or represented by proxy at the Harris stockholder meeting and entitled to vote on the subject matter. An abstention will have the same effect as a vote

**AGAINST** the Harris compensation proposal, while a broker non-vote or other failure to vote will have no effect on the outcome of the Harris compensation proposal.

Whether or not there is a quorum, the approval of the Harris adjournment proposal requires the affirmative vote of the holders of a majority of the voting shares of Harris common stock represented at the Harris stockholder meeting. Accordingly, an abstention will have the same effect as a vote **AGAINST** the Harris adjournment proposal, while a broker non-vote or other failure to vote will have no effect on the outcome of the Harris adjournment proposal.

### **The L3 Stockholder Meeting (Page 68)**

The L3 stockholder meeting will be held on [•], 2019, beginning at [•], Eastern time, at [•]. The purposes of the L3 stockholder meeting are as follows:

- *L3 Proposal 1—Adoption of the Merger Agreement.* To consider and vote on the L3 merger agreement proposal
- *L3 Proposal 2—Approval, on an Advisory (Non-Binding) Basis, of Certain Compensatory Arrangements with L3's Named Executive Officers.* To consider and vote on the L3 compensation proposal and
- *L3 Proposal 3—Adjournments of the L3 Stockholder Meeting.* To consider and vote on the L3 adjournment proposal.

Completion of the merger is conditioned on adoption of the merger agreement by L3's stockholders. Approval of the advisory proposal concerning the merger-related compensation arrangements for L3's named executive officers is not a condition to the obligation of either L3 or Harris to complete the merger.

Only holders of record of issued and outstanding shares of L3 common stock as of the close of business on [•], the record date for the L3 stockholder meeting, are entitled to notice of, and to vote at, the L3 stockholder meeting or any adjournment or postponement of the L3 stockholder meeting. L3 stockholders may cast one vote for each share of L3 common stock that L3 stockholders owned as of that record date.

Assuming a quorum is present at the L3 stockholder meeting, the L3 merger agreement proposal requires the affirmative vote of a majority of the outstanding shares of L3 common stock entitled to vote thereon. Shares of L3 common stock not present, and shares present and not voted, whether by broker non-vote, abstention or otherwise, will have the same effect as votes cast **AGAINST** the proposal to approve the merger agreement.

Assuming a quorum is present at the L3 stockholder meeting, approval of the L3 compensation proposal requires the affirmative vote of a majority of the votes cast at the L3 stockholder meeting on this proposal. Accordingly, an L3 stockholder's abstention from voting, broker non-votes or an L3 stockholder's other failure to vote, will have no effect on the outcome of the L3 compensation proposal.

Whether or not there is a quorum, the approval of the L3 adjournment proposal requires the affirmative vote of a majority in voting power of the shares of L3 common stock represented at the L3 stockholder meeting. Accordingly, an abstention will have the same effect as a vote **AGAINST** the L3 adjournment proposal, while a broker non-vote or other failure to vote will have no effect on the outcome of the L3 adjournment proposal.

### **Interests of Harris' Directors and Executive Officers in the Merger (Page 163)**



In considering the Harris board of directors' recommendation to vote for the proposals to approve the share issuance and adopt the charter amendment, Harris stockholders should be aware that Harris' directors and executive officers have interests in the merger that are different from, or in addition to, those of Harris stockholders generally. These interests include, among others:

- The accelerated vesting of Harris' outstanding equity awards at the effective time, in accordance with the terms and conditions that were applicable to such awards prior to such time as described under the section entitled **The Merger Agreement—Treatment of Equity Awards** beginning on page 126.

21

TABLE OF CONTENTS

- Each of Harris’ executive officers has entered into a change in control severance agreement with Harris, which are collectively referred to as the CIC severance agreements, that provides for double-trigger severance benefits in the event of certain qualifying terminations of employment in connection with or within the two years (three years for Mr. Brown) following the merger.  
Under Harris’ annual incentive plan, each participant’s annual cash incentive award for the fiscal year in which the change in control occurs is fully earned and paid out promptly following the change in control at no less
- than the target level (or at such greater level of performance as the Harris compensation committee may authorize), except that only a prorated annual bonus in respect of the fiscal year ending July 3, 2020 may be paid if the closing has not occurred by June 28, 2019.  
Harris and Mr. Brown have entered into a letter agreement outlining his role and responsibilities with the
- combined company and confirming the terms of his compensation arrangements in connection with and following the completion of the merger.  
Certain of Harris’ executive officers will receive distribution of his or her vested account under the Harris
- supplemental executive retirement plan, which is referred to as the SERP, based on individual deferral elections, upon the completion of the merger.  
Upon the completion of the merger, Harris’ non-employee directors will receive distributions in respect of
- their respective balances under the non-qualified deferred compensation plans maintained by Harris for the benefit of its non-employee directors, which are referred to as the director deferred compensation plans.
- Harris’ directors and executive officers are entitled to continued indemnification and insurance coverage under the merger agreement.

Members of the Harris board of directors were aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement and the merger, and in recommending to Harris stockholders that the share issuance be approved and charter amendment be adopted. For more information, see the section entitled

**Interests of Harris’ Directors and Executive Officers in the Merger** beginning on page 163. The interests are described in more detail below, and certain of them are quantified in the narrative and in the section entitled **Interests of Harris’ Directors and Executive Officers in the Merger—Quantification of Payments and Benefits to Harris’ Named Executive Officers—Golden Parachute Compensation** beginning on page 169.

**Interests of L3’s Directors and Executive Officers in the Merger** (Page 171)

In considering the L3 board of directors’ recommendation to vote for the proposal to approve the merger agreement, L3 stockholders should be aware that the directors and executive officers of L3 have interests in the merger that are different from, or in addition to, the interests of L3 stockholders generally. These interests include, among others:

- At the effective time of the merger, outstanding L3 equity awards will vest on an accelerated basis as described under the section entitled **The Merger Agreement—Treatment of Equity Awards—Treatment of Existing L3 Equity Awards** beginning on page 126.  
At the effective time of the merger, performance cash awards will be deemed earned based on the greater of the target and actual level of performance through the effective time (as reasonably determined by the L3 compensation committee in consultation with Harris), and a prorated portion of the earned cash award (based on the reduced service period through the effective time) will be paid in cash within 30 days after the
- effective time of the merger. The remaining portion of the earned cash award will vest at the end of the performance period, subject to the award holder’s continued service through the end of the performance period. These awards will be subject to accelerated vesting in the event of certain qualifying terminations following the merger.
- The executive officers are participants in the L3 Technologies, Inc. Amended and Restated Change in Control Severance Plan, which is referred to as the L3 change in control severance plan, which provides severance and other benefits after an executive officer’s termination of employment within two years (or for Mr. Kubasik, four years) following the merger by the combined company without cause or by the executive

officer with good reason.

TABLE OF CONTENTS

L3 sponsors certain nonqualified defined contribution plans that provide for distribution of participant account balances upon completion of the merger, including certain plans that provide for accelerated vesting upon completion of the merger. These plans provide for the payment of plan benefits to certain executive officers in a lump sum amount within 60 days following the completion of the merger. Participant deferral amounts under the nonqualified defined contribution plans are fully vested at all times, but plan accounts that reflect company credits are subject to a vesting schedule. L3 also sponsors a SERP, which provides benefits in excess of those permitted under L3's qualified defined benefit plan. A SERP participant who has not begun receiving benefits under the SERP will be paid in a lump sum within 60 days after a change in control. Also upon completion of the merger, if a SERP participant has begun receiving benefits, the participant's vested account will continue to be distributed in accordance with the participant's deferral elections and L3 will be required to contribute to an irrevocable rabbi trust an amount equal to the total SERP accounts that are not paid in a lump sum upon the change in control. With respect to balances in the deferred compensation plans on December 3, 2018, L3's executive officers will be fully vested by the assumed merger date of May 31, 2019, and will not receive any other enhancements upon a change in control under the deferred compensation plans.

- L3's directors and executive officers are entitled to continued indemnification and insurance coverage under the merger agreement.

The L3 board of directors was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and approving the merger, and in recommending the adoption of the merger agreement by L3 stockholders. For more information, see the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 171. The interests are described in more detail below, and certain of them are quantified in the narrative and in the section entitled, **Interests of L3's Directors and Executive Officers in the Merger—Quantification of Payments and Benefits to L3's Named Executive Officers—Golden Parachute Compensation** beginning on page 176.

#### **Governance of the Combined Company** (Page 120, Annex A and Annex B)

The merger agreement and the charter amendment, copies of which are attached to this joint proxy statement/prospectus as Annex A and Annex B, respectively, contain certain provisions relating to the governance of the combined company following completion of the merger, which reflect the merger of equals structure of the proposed business combination.

#### *Board of Directors*

As of the effective time, the board of directors of the combined company will consist of 12 directors, including:

- five directors designated by Harris prior to the effective time who were directors of Harris prior to the effective time, who are referred to as the Harris designees;
- five directors designated by L3 prior to the effective time who were directors of L3 prior to the effective time, who are referred to as the L3 designees;
- the chairman, president and chief executive officer of Harris as of immediately prior to the effective time, who is referred to as the Harris CEO, and together with the Harris designees, as the former Harris directors; and
- the chairman, chief executive officer and president of L3 as of immediately prior to the effective time, who is referred to as the L3 CEO, and together with the L3 designees, as the former L3 directors.

Each of the Harris designees and the L3 designees must meet the independence standards of the NYSE with respect to the combined company as of the effective time. From the closing until the third anniversary of the closing, any action to change the number of directors or fill any board vacancy requires approval of at least 75% of the then-serving directors of the combined company.

As of the date of this joint proxy statement/prospectus, other than as set forth above, the individuals to serve on the board of directors of the combined company at the effective time have not been determined.

## TABLE OF CONTENTS

### *Executive Chairman, Vice Chairman and Lead Independent Director*

From the closing until the third anniversary of the closing, the Harris CEO will serve as the executive chairman of the board of directors of the combined company and the L3 CEO will serve as the vice chairman of the board of directors of the combined company, with the removal of either of the foregoing individuals during such time requiring the approval of at least 75% of the then-serving independent directors of the combined company.

As of the effective time, one of the L3 designees, as designated by L3 prior to the effective time, will serve as the lead independent director of the board of directors of the combined company, with the removal of such individual prior to the third anniversary of the closing requiring the approval of at least 75% of the then-serving independent directors excluding the lead independent director.

### *Committees of the Board of Directors*

During the period from the closing until the third anniversary of the closing, the board of directors of the combined company will have four standing committees: the audit committee, the compensation committee, the nominating and governance committee and the finance committee. As of the effective time, each such committee will have an equal number of former Harris directors and former L3 directors, with at least four total members, and the members of each committee will be designated and approved by at least 75% of the then-serving directors until the third anniversary of the closing.

As of the effective time, the chairperson of each of the audit committee and the nominating and governance committee will be a former L3 director, and the chairperson of each of the finance committee and the compensation committee will be a former Harris director.

### *Chief Executive Officer*

From the closing until the second anniversary of the closing, unless at least 75% of the then-serving independent directors adopt a resolution to the contrary, the Harris CEO will serve as the chief executive officer of the combined company.

From the second anniversary of the closing until his resignation, removal or other permanent cessation of service, the L3 CEO will serve as the chief executive officer of the combined company, unless prior to the third anniversary of the closing, at least 75%, and after the third anniversary of the closing, a majority, of the then-serving independent directors adopt a resolution to the contrary.

### *President and Chief Operating Officer*

From the closing until the second anniversary of the closing, unless at least 75% of the then-serving independent directors adopt a resolution to the contrary, the L3 CEO will serve as the president and chief operating officer of the combined company.

### *Headquarters*

As of the effective time, the headquarters of the combined company will be located in Melbourne, Florida.

### *Name*

As of the effective time, the name of the combined company will be L3 Harris Technologies, Inc.

For a more complete description of the governance arrangements of the combined company, please see the sections entitled **The Merger—Governance of the Combined Company** beginning on page 120 and **The Merger Agreement—Combined Company Governance Matters** beginning on page 130.

**Certain Beneficial Owners of Harris Common Stock** (Page 204)

At the close of business on [•], directors and executive officers of Harris beneficially owned and were entitled to vote approximately [•] shares of Harris common stock, collectively representing [•]% of the shares of Harris common stock outstanding on [•]. Although none of them has entered into any agreement obligating them to do so, Harris currently expects that all of its directors and executive officers will vote their shares **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal, **FOR** the Harris compensation

TABLE OF CONTENTS

proposal and **FOR** the Harris adjournment proposal. For more information regarding the security ownership of Harris directors and executive officers, see the information provided in the section entitled **Certain Beneficial Owners of Harris Common Stock—Security Ownership of Harris Directors and Executive Officers** beginning on page 204.

**Certain Beneficial Owners of L3 Common Stock** (Page 206)

At the close of business on [•], directors and executive officers of L3 beneficially owned and were entitled to vote approximately [•] shares of L3 common stock, collectively representing [•]% of the shares of L3 common stock outstanding on [•]. Although none of them has entered into any agreement obligating them to do so, L3 currently expects that all of its directors and executive officers will vote their shares **FOR** the L3 merger agreement proposal, **FOR** the L3 compensation proposal, and **FOR** the L3 adjournment proposal. For more information regarding the security ownership of L3 directors and executive officers, see the information provided in the section entitled **Certain Beneficial Owners of L3 Common Stock—Security Ownership of L3 Directors and Executive Officers** beginning on page 206.

**Regulatory Approvals** (Page 119)

Harris and L3 have agreed to cooperate with each other and use, and will cause their respective subsidiaries to use, their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part under the merger agreement and applicable law to consummate and make effective the transactions contemplated by the merger agreement as soon as reasonably practicable, including preparing and filing as promptly as reasonably practicable and advisable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as reasonably practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or any governmental entity in order to consummate such transactions.

Harris and L3 are required under the merger agreement to accept or agree to certain conditions (as described in the section entitled **The Merger Agreement—Cooperation; Efforts to Consummate** beginning on page 141), including potential asset divestitures, in order to obtain such regulatory approvals.

The completion of the merger is subject to the receipt of antitrust clearance, or the making of advisable filings, in the United States, the European Union, Australia, Canada and Turkey, and the authorizations, consents, orders, approvals, filings and declarations and all expirations of all waiting periods required in such jurisdictions are referred to as the requisite regulatory approvals, except that:

- in the event of a no EC jurisdiction event (as defined in the section entitled **The Merger—Regulatory Approvals** beginning on page 118), Germany and, subject to the third bullet point below, the United Kingdom, will be substituted for the European Union in the above list of requisite regulatory approvals;
- in the event that the European Commission asserts jurisdiction over the merger and, prior to closing, a UK withdrawal event (as defined in the section entitled **The Merger—Regulatory Approvals** beginning on page 118) occurs, the requisite regulatory approvals will, in addition to the requisite regulatory approvals listed above, also comprise (a) approval of the merger under any antitrust law by the competent authorities in the United Kingdom, subject to the third bullet point below and (b) as required, the approval of the merger under any antitrust law in the European Union or Germany; and
- in the event that a no EC jurisdiction event or a UK withdrawal event occurs, the parties and their respective antitrust law counsel must cooperate to determine as promptly as practicable whether it would be advisable to request the approval of the merger under the antitrust law of the United Kingdom, including seeking guidance from the competent authorities in the United Kingdom if the parties mutually agree it is advisable to seek such guidance, and, if either party, acting reasonably, determines that it would be advisable to request



such approval, such approval will be included as a requisite regulatory approval under the first or second bullet points (as applicable) above.

With respect to the United States, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is referred to as the HSR Act, and the rules promulgated thereunder, the merger may not be completed until notification and report forms have been filed with the Federal Trade Commission, which is referred to as the FTC, and the Department of Justice, which is referred to as the DOJ, and the applicable

## TABLE OF CONTENTS

waiting period (or any extensions thereof) has expired or been terminated. Harris and L3 each filed a notification and report form under the HSR Act, which is referred to as an HSR notification, with the FTC and the DOJ on November 9, 2018. Harris voluntarily withdrew its HSR notification effective as of December 10, 2018 and re-filed its HSR notification on December 11, 2018, which is referred to as the re-filed notification. The waiting period under the HSR Act with respect to the re-filed notification currently is scheduled to expire on January 10, 2019, unless extended by the issuance of a request for additional information and documentary materials or terminated earlier. Harris and L3 continue to expect the merger to close in mid-calendar year 2019.

With respect to the regulatory approvals or advisable filings in the European Union, Australia, Canada, Turkey and, under certain circumstances, the United Kingdom and Germany, the merger may not be completed until cleared or otherwise authorized by the competent authorities or the applicable waiting period has expired or advisable filings have been made. With respect to these jurisdictions, Harris and L3 intend to prepare and file notices and applications to satisfy the filing requirements and to obtain the regulatory clearances that are required or advisable.

### **Ownership of the Combined Company after the Merger (Page 120)**

As of the date of this joint proxy statement/prospectus, based on the estimated number of shares of common stock of Harris and L3 that will be outstanding immediately prior to the completion of the merger and the exchange ratio of 1.30, Harris and L3 estimate that holders of shares of Harris common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [54]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger, and holders of shares of L3 common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [46]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger.

### **No Appraisal Rights (Page 201)**

Neither Harris stockholders nor L3 stockholders are entitled to dissenters' rights under the DGCL.

Information about how Harris stockholders may vote on the proposals solicited in connection with the merger can be found under the section entitled **The Harris Stockholder Meeting** beginning on page 57. Information about how L3 stockholders may vote on the proposals solicited in connection with the merger can be found under the section entitled **The L3 Stockholder Meeting** beginning on page 68.

### **Conditions to the Completion of the Merger (Page 146)**

Each party's obligation to effect the merger is subject to the satisfaction at closing or waiver at or prior to closing of each of the following conditions:

- receipt of the required Harris vote and the required L3 vote (each as defined in the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 137);
- the shares of Harris common stock to be issued to L3 stockholders in accordance with the merger agreement (including shares of Harris common stock issuable upon the exercise of any converted L3 stock options) having been approved for listing on the NYSE;
- obtaining of all requisite regulatory approvals (as defined in the section entitled **The Merger—Regulatory Approvals** beginning on page 119) and the continued full force and effectiveness of the requisite regulatory approvals;
- the absence of any law, order or other action (whether temporary, preliminary or permanent) enacted, issued, promulgated, enforced or entered by any governmental entity in the jurisdictions as described in the section

entitled **The Merger—Regulatory Approvals** beginning on page 119, that is in effect and restrains, enjoins, makes illegal or otherwise prohibits the closing of the merger and the other transactions contemplated by the merger agreement;

- the effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part and the absence of a stop order or proceedings seeking a stop order by the SEC;
- the accuracy of the representations and warranties of the other party to the extent required under the merger agreement;

TABLE OF CONTENTS

- the other party's, and, in the case of L3, Merger Sub's performance of, in all material respects, its obligations under the merger agreement required to be performed at or prior to the closing date; since the date of the merger agreement there must not have occurred any event, change, effect, circumstance or development that has had or is reasonably likely to have a material adverse effect (as defined in the section entitled **The Merger Agreement—Representations and Warranties** beginning on page 130) with respect to the other party;
- the receipt by such party of a certificate of the chief executive officer or chief financial officer of the other party certifying that the conditions in the sixth, seventh and eighth bullets above have been satisfied; and
- the receipt by such party from the other party of the required tax representation letter to the extent required in the merger agreement.

In addition, the obligations of L3 to effect the merger are subject to the satisfaction or waiver of the following additional conditions:

- the accuracy of the representations and warranties of Harris with respect to Merger Sub to the extent required under the merger agreement; and
- the adoption by Harris of the amended bylaws as attached to the merger agreement, effective as of the effective time, and Harris' having taken the required action such that the board of directors and executive officers of the combined company are as provided in the merger agreement effective as of the effective time.

For a more complete summary of the conditions that must be satisfied or waived prior to completion of the merger, see the section entitled **The Merger Agreement—Conditions to the Completion of the Merger** beginning on page 146.

**No Solicitation of Acquisition Proposals** (Page 137)

Harris and L3 have agreed that neither Harris nor L3, nor any of their respective subsidiaries, will, and that they will use their respective reasonable best efforts to cause their and their respective subsidiaries' representatives (as defined in the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 137) not to, directly or indirectly:

- initiate, solicit, propose, knowingly encourage (including by way of furnishing information) or knowingly take any action designed to facilitate any inquiry regarding, or the making of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an acquisition proposal (as defined in the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 137) (other than discussions solely to clarify whether such proposal or offer constitutes an acquisition proposal);
- engage in, continue or otherwise participate in any discussions with or negotiations relating to, or otherwise cooperate in any way with, any acquisition proposal or any inquiry, proposal or offer that would reasonably be expected to lead to an acquisition proposal (other than to state that the merger agreement prohibits such discussions or negotiations, or discussions solely to clarify whether such proposal constitutes an acquisition proposal);
- provide any nonpublic information to any person in connection with any acquisition proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an acquisition proposal; or
- otherwise knowingly facilitate any effort or attempt to make an acquisition proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an acquisition proposal.

TABLE OF CONTENTS

Notwithstanding the restrictions described above, prior to the time, but not after, in the case of L3, the required L3 vote is obtained or, in the case of Harris, the required Harris vote is obtained, in response to an unsolicited, *bona fide* written acquisition proposal received after the date of the merger agreement that did not arise from or in connection with a breach of the above obligations, Harris or L3, as applicable, may:

- provide information in response to a request therefor (including nonpublic information regarding it or any of its subsidiaries) to the person who made such acquisition proposal only if the requested information has previously been made available to, or is made available to Harris or L3, as applicable, prior to or concurrently with the time such information is made available to such person, if, prior to furnishing any such information, Harris or L3, as applicable, receives from the person making such acquisition proposal an executed confidentiality agreement with terms that are not less restrictive to the other party than those contained in the confidentiality agreement executed by Harris and L3 are on Harris or L3, as applicable, and the sharing of competitively sensitive information is subject to certain customary clean room requirements; and
- participate in any discussions or negotiations with any such person regarding such acquisition proposal; in each case only if, prior to doing so, the Harris board of directors or L3 board of directors, as applicable, determines in good faith after consultation with its outside legal counsel that (a) based on the information then available and after consultation with its financial advisor such acquisition proposal either constitutes a superior proposal (as defined in the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 137) or would reasonably be expected to result in a superior proposal and (b) failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law.

**No Change of Recommendation** (Page 139)

Harris and L3 have agreed that, except as otherwise set forth in the merger agreement, neither the Harris board of directors nor the L3 board of directors, including any committee thereof, will:

- withhold, withdraw, qualify or modify (or publicly propose or resolve to withhold, withdraw, qualify or modify) the Harris recommendation or the L3 recommendation (each as defined in the section entitled **The Merger Agreement—Representations and Warranties** beginning on page 130), as applicable, in a manner adverse to Harris or L3, as applicable;
- fail to include the Harris recommendation or the L3 recommendation, as applicable, in this joint proxy statement/prospectus;
- fail to reaffirm the Harris recommendation or the L3 recommendation, as applicable, and recommend against acceptance of a tender or exchange offer by its stockholders pursuant to Rule 14d-2 under the Exchange Act for outstanding shares of Harris common stock or L3 common stock, as applicable (other than by Harris or an affiliate of Harris or L3 or an affiliate of L3, as applicable), in each case, within 10 business days after the commencement of such tender or exchange offer (or, if earlier, prior to the applicable stockholder meeting);
- approve or recommend, or publicly declare advisable or publicly propose to enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement permitted as discussed above) relating to any acquisition proposal, which agreement is referred to as an alternative acquisition agreement (any action described in this bullet or the preceding three bullets being referred to as a change of recommendation); or
- cause or permit Harris or L3, as applicable, to enter into an alternative acquisition agreement.

Notwithstanding anything in the merger agreement to the contrary, prior to the time, in the case of L3, the required L3 vote is obtained or, in the case of Harris, the required Harris vote is obtained, the L3 board of directors or the Harris board of directors, as applicable, may effect a change of recommendation if:

- either (a) an unsolicited, *bona fide* written acquisition proposal received after the date of the merger agreement that did not arise from or in connection with a breach of the obligations set forth in the merger agreement is received by Harris or L3, as applicable, and is not withdrawn, and the Harris board of directors or the L3 board of directors, as applicable, determines in good faith, after

## TABLE OF CONTENTS

consultation with its outside legal counsel and its financial advisor that such acquisition proposal constitutes a superior proposal (as defined in the section entitled **The Merger Agreement—No Change of Recommendation** beginning on page 139) or (b) an intervening event (as defined in the section entitled **The Merger Agreement—No Change of Recommendation** beginning on page 139) has occurred; and

- the Harris board of directors or L3 board of directors, as applicable, determines in good faith, after consultation with its outside legal counsel and its financial advisor, that failure to effect a change of recommendation in response to such superior proposal or intervening event would be inconsistent with the directors' fiduciary duties under applicable law.

Prior to making any change of recommendation, Harris or L3, as applicable, is required to deliver to the other a written notice of such action and the basis for such change of recommendation four business days in advance stating in writing that the Harris board of directors or the L3 board of directors, as applicable, intends to consider whether to take such action and (a) in the case of a superior proposal, provide the notice required for receipt of an acquisition proposal and (b) in the case of an intervening event, include a reasonably detailed description of the intervening event. After giving such notice and prior to effecting such change of recommendation, Harris or L3, as applicable, must negotiate in good faith with the other (to the extent the other wishes to negotiate) to make such revisions to the terms of the merger agreement that would permit the Harris board of directors or the L3 board of directors, as applicable, not to effect a change of recommendation in response thereto. At the end of such four-business-day period, prior to and as a condition to taking action to effect a change of recommendation, the Harris board of directors or L3 board of directors, as applicable, must take into consideration any changes to the terms of the merger agreement proposed in writing by the other party and any other information offered by the other party in response to the notice and must determine in good faith after consultation with its outside legal counsel and its financial advisor that (a) such superior proposal would continue to constitute a superior proposal or such intervening event remains in effect and (b) the failure to effect a change of recommendation in response to such superior proposal or intervening event would be inconsistent with the directors' fiduciary duties under applicable law, in each case, if such changes offered in writing by the other party were to be given effect.

Any material amendment to any acquisition proposal will be deemed to be a new acquisition proposal for the purposes of the obligations described above except that references to four business days will be deemed to be references to two business days.

Nothing described in this section will prevent Harris or L3 from complying with its disclosure obligations under United States federal or state law with regard to an acquisition proposal or making any stop, look and listen or similar communication of the type contemplated by Rule 14d-9(f) of the Exchange Act, except that neither Harris nor L3 may effect a change of recommendation except as described in this section.

### **Termination of the Merger Agreement** (Page 147)

#### *Termination by Mutual Consent*

The merger agreement may be terminated and the merger and the other transactions contemplated by the merger agreement may be abandoned at any time prior to the effective time by mutual written consent of L3 and Harris by action of their respective boards of directors.

#### *Termination by Either Harris or L3*

Either Harris or L3 may terminate the merger agreement by action of its respective board of directors at any time prior to the effective time if:

the merger has not been completed by 5:00 p.m. (New York time) on September 30, 2019, which date may be extended by either party to December 31, 2019 if certain regulatory approvals have not been obtained as of September 30, 2019 and all other conditions to the closing have been satisfied (other than those conditions that by their nature are to be satisfied at the closing (so long as such conditions are reasonably capable of being satisfied at that time)) or waived (which termination right will not be available to any party that has breached in any material respect any of its representations, warranties, covenants or agreements under the merger agreement in any manner that proximately contributed to the failure of any closing condition to be satisfied);



TABLE OF CONTENTS

- a law or governmental order in the jurisdictions described in the section entitled **The Merger—Regulatory Approvals** beginning on page 119 permanently restraining, enjoining or otherwise prohibiting consummation of the merger has become final and non-appealable (so long as no breach by the terminating party has contributed to the failure of the condition regarding required government consents to be satisfied);
- the required L3 vote has not been obtained at the L3 stockholder meeting (or the final adjournment or postponement thereof); or
- the required Harris vote has not been obtained at the Harris stockholder meeting (or the final adjournment or postponement thereof).

*Termination by Harris*

Harris may terminate the merger agreement and the merger may be abandoned at any time prior to the effective time by action of the Harris board of directors:

- prior to the time the required L3 vote is obtained, if:
  - after the date an acquisition proposal with respect to L3 was publicly announced or disclosed (or any person publicly announces an intention (whether or not conditional) to make an acquisition proposal), the L3 board of directors fails to affirm the L3 recommendation within 10 business days after receipt of a written request from Harris to do so; or
  - the L3 board of directors has made a change of recommendation; or
- if, at any time prior to the effective time, there has been a breach by L3 of any of its representations, warranties, covenants or agreements set forth in the merger agreement such that the conditions in the merger agreement regarding the accuracy of L3’s representations and warranties and the performance of its obligations would not be satisfied and such breach either is not curable prior to the outside date or, if curable, has not been cured within the earlier of 30 days after notice thereof from Harris or three business days prior to the outside date, except that this right to terminate will not be available if Harris or Merger Sub has breached in any material respect any of its representations, warranties, covenants or agreements in the merger agreement in any manner that has proximately contributed to the occurrence of the failure of a condition to the consummation of the merger not to be satisfied.

*Termination by L3*

L3 may terminate the merger agreement and the merger may be abandoned at any time prior to the effective time by action of the L3 board of directors:

- prior to the time the required Harris vote is obtained, if:
  - after the date an acquisition proposal with respect to Harris was publicly announced or disclosed (or any person publicly announces an intention (whether or not conditional) to make an acquisition proposal), the Harris board of directors fails to affirm the Harris recommendation within 10 business days after receipt of a written request from L3 to do so; or
  - the Harris board of directors has made a change of recommendation; or
- if, at any time prior to the effective time, there has been a breach by Harris or Merger Sub of any of their respective representations, warranties, covenants or agreements set forth in the merger agreement such that the conditions in the merger agreement regarding the accuracy of Harris’ representations and warranties and the performance of its obligations would not be satisfied and such breach either is not curable prior to the outside date or, if curable, has not been cured within the earlier of 30 days after notice thereof or three business days prior to the outside date, except that this right to terminate will not be available if L3 has breached in any material respect any of its representations, warranties, covenants or agreements in the merger agreement in any manner that has proximately contributed to the occurrence of the failure of a condition to the consummation of the merger not to be satisfied.

**TABLE OF CONTENTS**

**Termination Fees (Page 149)**

L3 will be required to pay to Harris a termination fee of \$590 million if the merger agreement is terminated (with each following termination right as defined in the section entitled **The Merger Agreement—Termination of the Merger Agreement** beginning on page 147):

- by Harris as an L3 change of recommendation termination;
- by either Harris or L3 as an L3 no vote termination if, at the time of such termination, Harris had the right to terminate as an L3 change of recommendation termination; or
- by either Harris or L3 as an outside date termination or an L3 no vote termination or by Harris as an L3 material breach termination, if, in each case,
  - a *bona fide* acquisition proposal with respect to L3 has been publicly made directly to the stockholders of L3 or has otherwise become publicly known or any person has publicly announced an intention (whether or not conditional) to make an acquisition proposal with respect to L3 (and such acquisition proposal or intention has not been publicly withdrawn without qualification (a) prior to the date of such termination, in the case of an outside date termination or L3 material breach termination or (b) prior to the date of the L3 stockholder meeting, with respect to an L3 no vote termination), and
  - within 12 months after such termination, (a) L3 or any of its subsidiaries has entered into an alternative acquisition agreement with respect to any acquisition proposal with respect to L3 or (b) any acquisition proposal with respect to L3 is consummated (in each case, if such acquisition proposal involves 40% or more of the consolidated net revenues, net income or total assets of L3 or 40% or more of the total voting power or of any class of equity securities of L3).

Harris will be required to pay to L3 a termination fee of \$700 million if the merger agreement is terminated (with each following termination right as defined in the section entitled **The Merger Agreement—Termination of the Merger Agreement** beginning on page 147):

- by L3 as a Harris change of recommendation termination;
- by either Harris or L3 as a Harris no vote termination if, at the time of such termination, L3 had the right to terminate as a Harris change of recommendation termination; or
- by either Harris or L3 as an outside date termination or a Harris no vote termination or by L3 as a Harris material breach termination, if, in each case,
  - a *bona fide* acquisition proposal with respect to Harris has been publicly made directly to the stockholders of Harris or has otherwise become publicly known or any person has publicly announced an intention (whether or not conditional) to make an acquisition proposal with respect to Harris (and such acquisition proposal or intention has not been publicly withdrawn without qualification (a) prior to the date of such termination, in the case of an outside date termination or a Harris material breach termination or (b) prior to the date of the Harris stockholder meeting, with respect to a Harris no vote termination), and
  - within 12 months after such termination, (a) Harris or any of its subsidiaries has entered into an alternative acquisition agreement with respect to any acquisition proposal with respect to Harris or (b) any acquisition proposal with respect to Harris is consummated (in each case, if such acquisition proposal involves 40% or more of the consolidated net revenues, net income or total assets of Harris or 40% or more of the total voting power or of any class of equity securities of Harris).

**Accounting Treatment (Page 123)**

Harris and L3 each prepare their respective financial statements in accordance with accounting principles generally accepted in the United States, which are referred to as GAAP. The merger will be accounted for using the acquisition method of accounting, and Harris will be treated as the accounting acquirer.



## TABLE OF CONTENTS

### **Material U.S. Federal Income Tax Consequences** (Page 178)

For U.S. federal income tax purposes, the merger is intended to be treated as a reorganization within the meaning of Section 368(a) of the Code. Generally, for U.S. federal income tax purposes, if you are a U.S. holder (as defined in the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178) of L3 common stock, you will only recognize gain or loss equal to the difference between (a) the sum of cash you receive in lieu of fractional shares of Harris common stock and (b) your adjusted tax basis in such fractional share of Harris common stock. If you are a non-U.S. holder (as defined in the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178) of L3 common stock, the merger will generally not result in tax to you under U.S. federal income tax laws unless you have certain connections to the United States. Because individual circumstances may differ, it is recommended that you consult your own tax advisor to determine the particular tax effects of the merger to you.

You should read the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 178 for a more complete discussion of the material U.S. federal income tax consequences of the merger.

### **Comparison of Stockholders' Rights** (Page 182)

Upon completion of the merger, L3 stockholders receiving shares of Harris common stock will become stockholders of the combined company, and their rights will be governed by Delaware law and the governing corporate documents of the combined company in effect at the effective time, the forms of which are exhibits to the merger agreement attached as Annex A to this joint proxy statement/prospectus. L3 stockholders will have different rights once they become stockholders of the combined company due to differences between the governing corporate documents of L3 and the proposed governing corporate documents of the combined company. These differences are described in more detail under the section entitled **Comparison of Stockholders' Rights** beginning on page 182.

### **Listing of Harris Common Stock; Delisting and Deregistration of L3 Common Stock** (Page 123)

If the merger is completed, the shares of Harris common stock to be issued in the merger will be listed for trading on the NYSE. Harris and L3 have agreed to cooperate in good faith to identify a ticker symbol under which shares of common stock of the combined company will trade on the NYSE after completion of the merger, which Harris will cause to be reserved prior to or as of the effective time.

In addition, if the merger is completed, L3 common stock will be delisted from the NYSE and deregistered under the Exchange Act.

### **Risk Factors** (Page 42)

In evaluating the merger agreement, the merger or the issuance of shares of Harris common stock in the merger, you should carefully read this joint proxy statement/prospectus and give special consideration to the factors discussed in the section entitled **Risk Factors** beginning on page 42.

TABLE OF CONTENTS**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF HARRIS**

The following table presents selected historical consolidated financial data for Harris as of and for the fiscal years ended June 29, 2018, June 30, 2017, July 1, 2016, July 3, 2015 and June 27, 2014 and as of and for the quarters ended September 28, 2018 and September 29, 2017. The selected historical consolidated financial data as of and for the fiscal years ended June 29, 2018 and June 30, 2017 were derived from Harris' audited consolidated financial statements included in its Current Report on Form 8-K filed with the SEC on December 13, 2018, which is incorporated herein by reference. The selected historical consolidated financial data as of September 28, 2018 and for the quarters ended September 28, 2018 and September 29, 2017 were derived from Harris' unaudited condensed consolidated financial statements included in Harris' Quarterly Report on Form 10-Q for the quarter ended September 28, 2018, incorporated herein by reference. Harris' unaudited condensed consolidated financial statements as of September 28, 2018 and for the quarters ended September 28, 2018 and September 29, 2017 include, in Harris' opinion, all adjustments consisting of normal and recurring adjustments considered necessary for a fair presentation of the results for these periods.

Harris' audited consolidated financial statements included in its Annual Report on Form 10-K for the fiscal year ended June 29, 2018 did not reflect the adoption of ASC 606, *Revenue from Contracts with Customers*, or ASU 2017-07, *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, each of which Harris adopted effective June 30, 2018 on a retrospective basis. As a result, Harris has recast its audited financial statements for the fiscal years ended June 29, 2018 and June 30, 2017 in its Current Report on Form 8-K filed with the SEC on December 13, 2018 to reflect the retrospective adoption of ASC 606 and ASU 2017-07. The selected historical consolidated financial data for the fiscal years ended July 1, 2016, July 3, 2015 and June 27, 2014 have not been recast to reflect the adoption of ASC 606 or ASU 2017-07 and have been derived from Harris' Annual Report on Form 10-K for the fiscal year ended June 29, 2018.

The selected historical consolidated financial data is not necessarily indicative of future results of Harris and should be read together with the other information contained in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes in Harris' Current Report on Form 8-K filed with the SEC on December 13, 2018 and Quarterly Report on Form 10-Q for the quarter ended September 28, 2018, each of which is incorporated herein by reference.

See the section entitled "Where You Can Find More Information" beginning on page 211.

	Quarter Ended		Fiscal Year Ended				
	September 28, 2018	September 29, 2017	2018 <sup>(1)</sup>	2017 <sup>(2)</sup>	2016 <sup>(3)</sup>	2015 <sup>(4)</sup>	2014
(In millions, except per share data)							
<b>Statement of income data:</b>							
Revenue from product sales and services	\$ 1,542	\$ 1,410	\$ 6,168	\$ 5,897	\$ 5,992	\$ 3,885	\$ 3,622
Income from continuing operations before income taxes	257	228	908	889	884	396	642
Income from continuing operations	216	165	702	628	611	287	440
<b>Per share data:</b>							

Income from  
continuing operations  
per common share

Basic	1.82	1.39	5.90	5.11	4.91	2.70	4.12
Diluted	1.78	1.36	5.78	5.04	4.87	2.67	4.08
Cash dividends paid per common share	0.685	0.570	2.280	2.120	2.000	1.880	1.680

**Balance sheet data  
(at period end):**

Total assets	9,889	10,124	9,851	10,112	12,009	13,127	4,919
Long-term debt, net	3,410	3,395	3,408	3,396	4,120	5,053	1,564

- (1) Results for fiscal 2018 included: (a) \$47 million of charges related to Harris' decision to transition and exit a commercial air-to-ground LTE radio communications line of business and other items; (b) \$27 million of losses and other costs related to debt refinancing; (c) \$20 million of charges related to non-cash adjustments for deferred compensation and the impact of tax reform; and (d) a \$5 million charge related to consolidation of certain Exelis Inc., which is referred to as Exelis, facilities initiated in fiscal 2017. The net after-tax impact from these fiscal 2018 items was \$74 million or \$0.60 per diluted common share.

TABLE OF CONTENTS

- (2) Results for fiscal 2017 included a \$51 million after-tax (\$0.41 per diluted common share) charge for Exelis acquisition-related and other items.  
Results for fiscal 2016 included: (a) \$121 million for integration and other costs associated with Harris' acquisition of Exelis in the fourth quarter of fiscal 2015, including \$11 million for amortization of a step-up in
- (3) inventory; (b) a net liability reduction of \$101 million for certain post-employment benefit plans; (c) \$33 million of charges for restructuring and other items; and (d) a \$10 million net gain on the sale of Aerostructures. The net after-tax impact from these fiscal 2016 items was \$34 million or \$0.27 per diluted common share.  
Results for fiscal 2015 included results of Exelis following the close of the acquisition on May 29, 2015 and a
- (4) \$205 million after-tax (\$1.91 per diluted common share) charge for transaction, financing, integration, restructuring and other costs, primarily related to Harris' acquisition of Exelis.

34

TABLE OF CONTENTS**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF L3**

The following table presents selected historical consolidated financial data for L3 as of and for the years ended December 31, 2017, 2016, 2015, 2014 and 2013 and as of and for the three quarters ended September 28, 2018 and September 29, 2017. The selected historical consolidated financial data as of and for each of the years ended December 31, 2017, 2016, 2015, 2014 and 2013 were derived from L3's Current Report on Form 8-K filed on November 13, 2018, incorporated herein by reference. The selected historical consolidated financial data as of September 28, 2018 and for the three quarters ended September 28, 2018 and September 29, 2017 were derived from L3's unaudited condensed consolidated financial statements included in L3's Quarterly Report on Form 10-Q for the quarter ended September 28, 2018, incorporated herein by reference. L3's unaudited condensed consolidated financial statements as of September 28, 2018 and for the three quarters ended September 28, 2018 and September 29, 2017 include, in L3's opinion, all adjustments consisting of normal and recurring adjustments considered necessary for a fair presentation of the results for these periods.

Effective January 1, 2018, L3 adopted ASC 606, using the modified retrospective transition method. In accordance with the modified retrospective transition method, the statement of operations and per share data for the three quarters ended September 28, 2018 is presented under ASC 606, while the statement of operations and per share data for the three quarters ended September 29, 2017, and all other prior periods, are presented under ASC 605, *Revenue Recognition*, the accounting standard in effect for L3 for periods ending prior to January 1, 2018. Furthermore, under the modified retrospective transition method, the balance sheet data at September 28, 2018 is presented under ASC 606, while the balance sheet data at September 29, 2017 and all prior periods are presented under ASC 605. The cumulative effect of the change in accounting for periods prior to January 1, 2018 was recognized through retained earnings at the date of adoption. Note 3, *New Accounting Standards Implemented*, to L3's Quarterly Report on Form 10-Q for the quarter ended September 28, 2018, incorporated herein by reference, presents the cumulative effect of the changes on L3's December 31, 2017 balance sheet.

The selected historical consolidated financial data set forth below is not necessarily indicative of future results of L3 and should be read together with the other information contained in Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and related notes included in L3's Current Report on Form 8-K filed on November 13, 2018 and Quarterly Report on Form 10-Q for the quarter ended September 28, 2018, each of which is incorporated herein by reference. L3's results of operations, cash flows and financial condition are affected significantly, in some periods, by business acquisitions, the more significant of which are described in the documents incorporated herein by reference.

See the section entitled **Where You Can Find More Information** beginning on page 211.



TABLE OF CONTENTS

	Three Quarters Ended			December 31,			
	September 28, 2018 <sup>(1)</sup>	September 29, 2017	2017 <sup>(2)</sup>	2016	2015 <sup>(3)</sup>	2014	2013
(In millions, except per share data)							
<b>Statement of operations data:</b>							
Net sales	\$ 7,473	\$ 6,999	\$ 9,573	\$ 9,210	\$ 9,231	\$ 9,691	\$ 10,104
Income from continuing operations before income taxes	679	645	871	804	639	871	908
Income from continuing operations	589	498	769	633	507	646	672
<b>Per share data:</b>							
Earnings from continuing operations allocable to L3 common stockholders:							
Basic	7.32	6.23	9.65	7.99	6.10	7.41	7.42
Diluted	7.21	6.10	9.46	7.86	6.01	7.21	7.28
Cash dividends declared	2.40	2.25	3.00	2.80	2.60	2.40	2.20
<b>Balance sheet data (at period end):</b>							
Total assets	13,184	12,468	12,729	11,865	12,069	13,692	13,849
Long-term debt, including current portion	3,320	3,329	3,330	3,325	3,626	3,916	3,611

(1) The three quarters ended September 28, 2018 includes: (a) a gain on the sale of Crestview Aerospace and TCS businesses of \$44 million (\$22 million after income taxes), or \$0.29 per diluted share, (b) merger and acquisition related expenses of \$5 million (\$5 million after income taxes), or \$0.06 per diluted share and (3) debt retirement charges of \$69 million (\$52 million after income taxes), or \$0.66 per diluted share.

(2) The year ended December 31, 2017 includes estimated income tax benefits of \$79 million, or \$0.99 per diluted share, related to the enactment of the U.S. Tax Cuts and Jobs Act in December 2017.

(3) The year ended December 31, 2015 includes: (a) a non-cash goodwill impairment charge of \$46 million (\$44 million after income taxes), or \$0.54 per diluted share, related to a business retained by L3 in connection with the sale of the National Security Solutions business and (b) a pre-tax loss of \$31 million (\$20 million after income taxes), or \$0.25 per diluted share, related to business divestitures.

TABLE OF CONTENTS**SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION**

The following table shows a summary of the unaudited pro forma condensed combined financial information about the financial condition and results of operations of the combined company, after giving effect to the merger, which were prepared using the acquisition method of accounting with Harris as the accounting acquirer of L3. See the section entitled **The Merger—Accounting Treatment** beginning on page 123. The unaudited pro forma condensed combined balance sheet as of September 28, 2018 is based on the individual historical consolidated balance sheets of Harris and L3, and has been prepared to reflect the merger as if it had occurred on September 28, 2018, which was the end of Harris' first quarter of fiscal 2019. The unaudited pro forma condensed combined statements of income for the quarter ended September 28, 2018 and the fiscal year ended June 29, 2018 combine the historical results of operations of Harris and L3, and have been prepared to reflect the merger as if it had occurred on July 1, 2017, the first day of Harris' fiscal 2018.

The following selected unaudited pro forma condensed combined financial information has been prepared for illustrative purposes only and is not necessarily indicative of what the combined company's operating results or financial position would actually have been had the merger been completed as of the dates indicated. In addition, the selected unaudited pro forma condensed combined financial information includes adjustments which are preliminary and may be revised. The selected unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of the combined company. Future results may vary significantly from the results reflected because of various factors, including those discussed in the section entitled **Risk Factors** beginning on page 42.

The following selected unaudited pro forma condensed combined financial information has been developed from and should be read in conjunction with the section entitled **Unaudited Pro Forma Condensed Combined Financial Statements** and the notes related thereto beginning on page 151 and with the historical consolidated financial statements of Harris and L3 and related notes that have been filed with the SEC, certain of which are incorporated by reference into this joint proxy statement. See the section entitled **Where You Can Find More Information** beginning on page 211.

	<b>As of or for the Quarter Ended September 28, 2018 (Unaudited)</b>	<b>For the Fiscal Year Ended June 29, 2018 (Unaudited)</b>
	<b>(In millions, except per share amounts)</b>	
<b>Pro forma condensed combined statement of income data:</b>		
Revenue from product sales and services	\$ 4,056	\$ 15,801
Income from continuing operations	\$ 337	\$ 1,161
Income from continuing operations attributable to common stockholders	\$ 331	\$ 1,145
Income from continuing operations per basic common share attributable to common stockholders	\$ 1.49	\$ 5.15
Income from continuing operations per diluted common share attributable to common stockholders	\$ 1.47	\$ 5.08
<b>Pro forma condensed combined balance sheet data:</b>		
Total assets	\$ 32,370	

Total liabilities	\$	14,446
Total equity	\$	17,924

TABLE OF CONTENTS**COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA**

The following selected unaudited pro forma per share information for the fiscal year ended June 29, 2018 and the quarter ended September 28, 2018 reflects the merger and related transactions as if they had occurred on July 1, 2017. The book value per share amounts in the table below reflect the merger as if it had occurred on September 28, 2018. The information in the table is based on, and should be read together with, the historical financial information that Harris and L3 have presented in their respective filings with the SEC and with the unaudited pro forma condensed combined financial information contained in the section entitled **Unaudited Pro Forma Condensed Combined Financial Statements** and the notes related thereto beginning on page 151. See also the section entitled **Where You Can Find More Information** beginning on page 211.

The unaudited pro forma combined per share data is presented for illustrative purposes only and is not necessarily indicative of actual or future financial condition or results of operations that would have been realized if the merger had been completed as of the dates indicated or will be realized upon the completion of the merger. The summary pro forma information is preliminary, based on initial estimates of the fair value of assets acquired (including intangible assets) and liabilities assumed, and is subject to change as more information regarding the fair values is obtained, which changes could be materially different than the initial estimates. The L3 equivalent pro forma data are calculated by multiplying the pro forma combined per share data by the exchange ratio.

Both Harris and L3 declared and paid dividends during the periods presented. Following the completion of the merger, the declaration of dividends will be at the discretion of the combined company's board of directors and will be determined after consideration of various factors, including earnings, cash requirements, the financial condition of the combined company, the DGCL, government regulations and other factors deemed relevant by the combined company's board of directors.

	<b>Historical Harris</b>	<b>Historical L3</b>	<b>L3 Harris Pro Forma Combined</b>	<b>L3 Equivalent Pro Forma<sup>(2)</sup></b>
<b>Income from continuing operations per common share attributable to common stockholders (basic)</b>				
Fiscal year ended June 29, 2018	\$ 5.90	\$ 10.00	\$ 5.15	\$ 6.70
Quarter ended September 28, 2018	\$ 1.82	\$ 2.57	\$ 1.49	\$ 1.94
<b>Income from continuing operations per common share attributable to common stockholders (diluted)</b>				
Fiscal year ended June 29, 2018	\$ 5.78	\$ 9.81	\$ 5.08	\$ 6.60
Quarter ended September 28, 2018	\$ 1.78	\$ 2.54	\$ 1.47	\$ 1.91
<b>Cash dividends per share</b>				
Fiscal year ended June 29, 2018 <sup>(1)</sup>	\$ 2.280	\$ 3.100	\$ 2.280	\$ 2.964
Quarter ended September 28, 2018 <sup>(1)</sup>	\$ 0.685	\$ 0.800	\$ 0.685	\$ 0.891
<b>Book value per share<sup>(3)</sup></b>				
Quarter ended September 28, 2018	\$ 27.58	\$ 72.66	\$ 80.66	\$ 104.86

(1) Pro forma combined amounts are the same as Harris' historical cash dividends per share under the assumption that there is no change to Harris' dividend policy as a result of the merger.

(2)

The information shows how each share of L3 common stock would have participated in the combined company's income from continuing operations and book value if the merger had completed on the relevant dates.

(3) Amount is calculated by dividing stockholders' equity by common shares outstanding.

TABLE OF CONTENTS**COMPARISON OF HARRIS AND L3 MARKET PRICES AND IMPLIED VALUE OF MERGER CONSIDERATION**

The following table sets forth the closing sale price per share of Harris common stock and L3 common stock as reported on the NYSE as of October 12, 2018, the last trading day prior to the public announcement of the merger, and on [•], the last practicable trading day before the filing of this joint proxy statement/prospectus with the SEC. The table also shows the estimated implied value of the per share consideration proposed for each share of L3 common stock as of the same two dates. This implied value was calculated by multiplying the closing price of a share of Harris common stock on the relevant date by the exchange ratio of 1.30 shares of Harris common stock for each share of L3 common stock.

	<b>Harris Common Stock</b>	<b>L3 Common Stock</b>	<b>Implied Per Share Value of Merger Consideration</b>
October 12, 2018	\$ 154.87	\$ 195.78	\$ 201.33
[•]	\$ [•]	\$ [•]	\$ [•]

The market prices of Harris common stock and L3 common stock have fluctuated since the date of the announcement of the merger agreement and will continue to fluctuate prior to the completion of the merger. No assurance can be given concerning the market prices of Harris common stock or L3 common stock before completion of the merger or of the common stock of the combined company after completion of the merger. Because the exchange ratio is fixed and will not be adjusted for changes in the market prices of either Harris common stock or L3 common stock, the market price of Harris common stock (and, therefore, the value of the merger consideration) when received by L3 stockholders after the merger is completed could be greater than, less than or the same as shown in the table above. Accordingly, these comparisons may not provide meaningful information to Harris stockholders and L3 stockholders in determining how to vote with respect to the proposals described in this joint proxy statement/prospectus. Harris stockholders and L3 stockholders are encouraged to obtain current market quotations for Harris common stock and L3 common stock and to review carefully the other information contained in this joint proxy statement/prospectus or incorporated by reference into this joint proxy statement/prospectus. For more information, see the section entitled **Where You Can Find More Information** beginning on page 211.

TABLE OF CONTENTS**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This registration statement on Form S-4, of which this joint proxy statement/prospectus forms a part, and the documents to which L3 and Harris refer you to in this registration statement, as well as oral statements made or to be made by L3 and Harris, include certain forward-looking statements within the meaning of, and subject to the safe harbor created by, Section 27A of the Securities Act, Section 21E of the Exchange Act and the Private Securities Litigation Reform Act of 1995, which are referred to as the safe harbor provisions with respect to the businesses, strategies and plans of Harris and L3, their expectations relating to the merger and their future financial condition and performance. Statements included in or incorporated by reference into this registration statement, of which this joint proxy statement/prospectus forms a part, that are not historical facts are forward-looking statements, including statements about the beliefs and expectations of the management of each of Harris and L3. Harris and L3 use words such as anticipates, believes, plans, expects, projects, future, intends, may, will, likely, should, predicts, potential, continue, guidance, and similar expressions to identify these forward-looking statements that are intended to be covered by the safe harbor provisions. Harris and L3 caution investors that any forward-looking statements are subject to risks and uncertainties that may cause actual results and future trends to differ materially from those matters expressed in, or implied or projected by, such forward-looking statements, which speak only as of the date of this joint proxy statement/prospectus. Investors are cautioned not to place undue reliance on these forward-looking statements. Among the risks and uncertainties that could cause actual results to differ from those described in forward-looking statements are the following:

- the occurrence of any change, event, series of events or circumstances that could give rise to the termination of the merger agreement, including a termination of the merger agreement under circumstances that could require L3 to pay a termination fee to Harris or require Harris to pay a termination fee to L3;
- uncertainties related to the timing of the receipt of required regulatory approvals for the merger and the possibility that L3 and Harris may be required to accept conditions that could reduce or eliminate the anticipated benefits of the merger as a condition to obtaining regulatory approvals or that the required regulatory approvals might not be obtained at all;
- the stock price for Harris common stock and L3 common stock could change, before the completion of the merger, including as a result of uncertainty as to the long-term value of the common stock of the combined company following the merger or as a result of broader stock market movements;
- the inability to complete the merger due to the failure, or unexpected delays, of L3 stockholders to adopt the merger agreement or of Harris stockholders to approve the share issuance or to adopt the charter amendment, or the failure to satisfy other conditions to the completion of the merger;
- delays in closing, or the failure to close, the merger for any reason could negatively impact Harris or L3;
- risks that the merger and the other transactions contemplated by the merger agreement disrupt current plans and operations that may harm Harris' or L3's businesses;
- difficulties and delays in integrating the businesses of Harris and L3 following completion of the merger or fully realizing the anticipated cost synergies and other benefits expected from the merger;
- certain restrictions during the pendency of the proposed merger that may impact the ability of Harris and L3 to pursue certain business opportunities or strategic transactions;
- the outcome of any legal proceedings that have been or may be instituted against Harris, L3 and/or others relating to the merger;
- risks related to the diversion of the attention and time of Harris' and L3's respective management teams from ongoing business concerns;
- the risk that the proposed merger and any announcement relating to the proposed merger could have an adverse effect on the ability of Harris and L3 to retain and hire key personnel or maintain relationships with customers, suppliers, vendors, other partners, standing with regulators, the U.S. government and other governments, or on Harris' or L3's operating results and businesses generally;

TABLE OF CONTENTS

- the amount of any costs, fees, expenses, impairments and charges related to the merger;
- the potential dilution of Harris stockholders' and L3 stockholders' ownership percentage of the combined company as a result of the merger;
- the business, economic and political conditions in the markets in which Harris and L3 operate;
- events beyond Harris' and L3's control, such as acts of terrorism; and
- the potential dilution of the combined company's earnings per share as a result of the merger.

For further discussion of these and other risks, contingencies and uncertainties applicable to Harris and L3, see the section entitled **Risk Factors** beginning on page 42 and in Harris' and L3's other filings with the SEC incorporated by reference into this joint proxy statement/prospectus. See also the section entitled **Where You Can Find More Information** beginning on page 211 for more information about the SEC filings incorporated by reference into this joint proxy statement/prospectus.

All subsequent written or oral forward-looking statements attributable to Harris or L3 or any person acting on its or their behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Neither L3 nor Harris is under any obligation, and each expressly disclaims any obligation, to update, alter, or otherwise revise any forward-looking statements, whether written or oral, that may be made from time to time, whether as a result of new information, future events, or otherwise, except as may be required by law. Readers are cautioned not to place undue reliance on these forward-looking statements which speak only as of the date hereof.



TABLE OF CONTENTS**RISK FACTORS**

*In deciding whether to vote for the adoption of the merger agreement, in the case of L3 stockholders, or the approval of the share issuance and the adoption of the charter amendment, in the case of Harris stockholders, you are urged to carefully consider all of the information included or incorporated by reference in this joint proxy statement/prospectus, which are listed in the section entitled **Where You Can Find More Information** beginning on page 211. You should also read and consider the risks associated with each of the businesses of Harris and L3 because these risks will also affect the combined company. The risks associated with the business of Harris can be found in the Harris Annual Report on Form 10-K for the fiscal year ended June 29, 2018 and the risks associated with the business of L3 can be found in the L3 Annual Report on Form 10-K for the year ended December 31, 2017, as such risks may be updated or supplemented in each company's subsequently filed Quarterly Reports on Form 10-Q or Current Reports on Form 8-K (excluding any information and exhibits furnished under Item 2.02 or 7.01 thereof), each of which are incorporated by reference into this joint proxy statement/prospectus. In addition, you are urged to carefully consider the following material risks relating to the merger, the business of Harris, the business of L3 and the business of the combined company.*

**Risks Relating to the Merger**

***Because the exchange ratio is fixed and will not be adjusted in the event of any change in either Harris or L3's stock price, the value of the shares of the combined company is uncertain.***

Upon completion of the merger, each share of L3 common stock outstanding immediately prior to the merger, other than excluded shares (as defined in the section entitled **The Merger—Exchange Ratio** beginning on page 77), will be converted into and become exchangeable for 1.30 shares of Harris common stock. This exchange ratio is fixed in the merger agreement and will not be adjusted for changes in the market price of either Harris common stock or L3 common stock. The market prices of Harris common stock and L3 common stock have fluctuated since the date of the announcement of the merger agreement and will continue to fluctuate from the date of this joint proxy statement/prospectus to the date of the Harris stockholder meeting and the L3 stockholder meeting, respectively, and the date the merger is consummated, and the market price of the common stock of the combined company will continue to fluctuate thereafter.

Because the value of the merger consideration will depend on the market price of Harris common stock at the time the merger is completed, L3 stockholders will not know or be able to determine at the time of the L3 stockholder meeting the market value of the merger consideration they would receive upon completion of the merger. Similarly, Harris stockholders will not know or be able to determine at the time of the Harris stockholder meeting the market value of the shares of Harris common stock to be issued pursuant to the merger agreement compared to the market value of the shares of L3 common stock that are being exchanged.

Stock price changes may result from a variety of factors, including, among others:

- general market and economic conditions;
- changes in Harris' and L3's respective businesses, operations and prospects;
- reductions or changes in U.S. government spending or budgetary policies;
- market assessments of the likelihood that the merger will be completed;
- interest rates, general market, industry and economic conditions and other factors generally affecting the respective prices of Harris' and L3's common stock;
- federal, state and local legislation, governmental regulation and legal developments in the industry segments in which L3 and Harris operate; and
- the timing of the merger and regulatory considerations.

Many of these factors are beyond Harris' and L3's control, and neither Harris nor L3 are permitted to terminate the merger agreement solely due to a decline in the market price of the other party. You are urged to obtain current market quotations for Harris common stock and L3 common stock in determining whether to vote for approval of the share issuance and the adoption of the charter amendment in the case of Harris stockholders or for the adoption of the merger agreement in the case of L3 stockholders. In addition, see the section entitled **Comparison of Harris and L3 Market Prices and Implied Value of Merger Consideration** beginning on page 39.

## TABLE OF CONTENTS

*The market price for shares of common stock of the combined company following the completion of the merger may be affected by factors different from, or in addition to, those that historically have affected or currently affect the market prices of shares of Harris common stock and L3 common stock.*

Upon consummation of the merger, Harris stockholders and L3 stockholders will both hold shares of common stock in the combined company. Harris' businesses differ from those of L3, and L3's businesses differ from those of Harris, and, accordingly, the results of operations of the combined company will be affected by some factors that are different from those currently or historically affecting the results of operations of Harris and those currently or historically affecting the results of operations of L3. The results of operations of the combined company may also be affected by factors different from those that currently affect or have historically affected either Harris or L3. For a discussion of the businesses of each of Harris and L3 and some important factors to consider in connection with those businesses, please see the section entitled **The Parties to the Merger** beginning on page 56 and the documents and information included elsewhere in this joint proxy statement/prospectus or incorporated by reference into this joint proxy statement/prospectus and listed under the section entitled **Where You Can Find More Information** beginning on page 211.

*The shares of common stock of the combined company to be received by L3 stockholders as a result of the merger will have rights different from the shares of L3 common stock.*

Upon consummation of the merger, the rights of L3 stockholders, who will become stockholders of the combined company, will be governed by the certificate of incorporation and bylaws of the combined company. The rights associated with L3 common stock are different from the rights which will be associated with the common stock of the combined company. See the section entitled **Comparison of Stockholders' Rights** beginning on page 182 for a discussion of these rights.

*Harris stockholders and L3 stockholders will each have reduced ownership and voting interest in and will exercise less influence over management of the combined company.*

Harris stockholders currently have the right to vote in the election of the Harris board of directors and on other matters affecting Harris, and L3 stockholders currently have the right to vote in the election of the L3 board of directors and on other matters affecting L3. Upon consummation of the merger, each Harris stockholder and each L3 stockholder will become a stockholder of the combined company with a percentage ownership of the combined company that is smaller than such stockholder's percentage ownership of Harris or L3, as applicable, immediately prior to the merger. As of the date of this joint proxy statement/prospectus, based on the estimated number of shares of common stock of Harris and L3 that will be outstanding immediately prior to the completion of the merger and the exchange ratio of 1.30, Harris and L3 estimate that holders of shares of Harris common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [54]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger, and holders of shares of L3 common stock as of immediately prior to the completion of the merger will hold, in the aggregate, approximately [46]% of the issued and outstanding shares of common stock of the combined company immediately following the completion of the merger. Because of this, each share of Harris common stock and each share of L3 common stock will represent a smaller percentage ownership of the combined company than it represented in Harris or L3, respectively. In addition, directors of Harris and directors of L3, as of immediately prior to the effective time, will respectively constitute half of the combined company's board of directors. Accordingly, Harris stockholders and L3 stockholders will have less influence on the management and policies of the combined company than they now have on the management and policies of Harris or L3, as applicable.

*Until the completion of the merger or the termination of the merger agreement in accordance with its terms, Harris and L3 are each prohibited from entering into certain transactions and taking certain actions that might otherwise*

***be beneficial to Harris or L3 and their respective stockholders.***

After the date of the merger agreement and prior to the effective time, the merger agreement restricts Harris and L3 from taking specified actions without the consent of the other party and requires that the business of each company and its respective subsidiaries be conducted in all material respects in the ordinary course of business consistent with past practice. These restrictions may prevent Harris or L3 from making appropriate changes to their respective businesses or organizational structures or from pursuing attractive business opportunities that may arise prior to the completion of the merger and could have the effect of delaying or preventing other strategic

TABLE OF CONTENTS

transactions. Adverse effects arising from the pendency of the merger could be exacerbated by any delays in consummation of the merger or termination of the merger agreement. See the section entitled **The Merger Agreement—Conduct of Business Prior to the Effective Time** beginning on page 133.

***Obtaining required approvals and satisfying closing conditions may prevent or delay completion of the merger.***

The merger is subject to a number of conditions to closing as specified in the merger agreement. These closing conditions include, among others, approval for listing on the NYSE of the shares of Harris common stock to be issued pursuant to the merger agreement, the expiration or earlier termination any applicable waiting period, and the receipt of approvals under, domestic and certain foreign antitrust and competition laws, the absence of governmental restraints or prohibitions preventing the consummation of the merger, the effectiveness of the registration statement on Form S-4 registering the Harris common stock issuable in the merger and absence of any stop order or proceedings by the SEC with respect thereto. The obligation of each of L3 and Harris to consummate the merger is also conditioned on, among other things, the receipt by such party of the required tax representation letter from the other party, although this condition would nevertheless not be satisfied if such receiving party's counsel, due to a change in law, is unable to deliver an opinion based on such representation letters to the effect that for U.S. federal income tax purposes the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code, and such receiving party is unable to obtain such an opinion from an alternative tax counsel pursuant to the merger agreement, the absence of a material adverse effect on the other party, the truth and correctness of the representations and warranties made by the other party on the date of the merger agreement and on the closing date (subject to certain materiality qualifiers), and the performance by the other party in all material respects of its obligations under the merger agreement. In addition, the obligation of L3 to consummate the merger is conditioned on the implementation, at the effective time of the merger, of the governance-related matters described in the section entitled **The Merger—Governance of the Combined Company** beginning on page 120. No assurance can be given that the required stockholder, governmental and regulatory consents and approvals will be obtained or that the required conditions to closing will be satisfied, and, if all required consents and approvals are obtained and the conditions are satisfied, no assurance can be given as to the terms, conditions and timing of the consents and approvals. Any delay in completing the merger could cause the combined company not to realize, or to be delayed in realizing, some or all of the benefits that Harris and L3 expect to achieve if the merger is successfully completed within its expected time frame. For a more complete summary of the conditions that must be satisfied or waived prior to completion of the merger, see the section entitled **The Merger Agreement—Conditions to the Completion of the Merger** beginning on page 133.

***Harris and L3 must obtain certain regulatory approvals and clearances to consummate the merger, which, if delayed, not granted or granted with unacceptable conditions, could prevent, substantially delay or impair consummation of the merger, result in additional expenditures of money and resources or reduce the anticipated benefits of the merger.***

Under the provisions of the HSR Act, the merger may not be completed until the expiration of a statutory waiting period, or the early termination of that waiting period, following the parties' filing of their respective notification and report forms. Harris and L3 each filed an HSR notification with the FTC and the DOJ on November 9, 2018. Harris voluntarily withdrew its HSR notification effective as of December 10, 2018 and re-filed its HSR notification on December 11, 2018. The waiting period under the HSR Act with respect to the re-filed notification currently is scheduled to expire on January 10, 2019, unless extended by the issuance of a request for additional information and documentary materials or terminated earlier. The DOJ could also seek to enjoin completion of the merger or impose conditions on its approval such as requiring the divestiture of assets, businesses or product lines of Harris or L3.

If the statutory waiting period is extended, the completion of the merger could be substantially delayed. The votes to adopt the merger agreement, approve the share issuance, and adopt the charter amendment could therefore occur substantially in advance of obtaining regulatory approval. A delay could, among other things, increase the chance that:

an event occurs that constitutes a material adverse effect with respect to Harris or L3 and thereby may cause the failure of an L3 closing condition or Harris closing condition, respectively; other adverse effects with respect to Harris or L3 could occur, such as the loss of key personnel, potentially affecting the success of the combined company; or an event could occur that causes a failure of a Harris closing condition or L3 closing condition or that adversely impacts the value of Harris common stock, and thus has a negative impact on the value of the merger consideration.

## TABLE OF CONTENTS

The completion of the merger is also contingent upon obtaining the requisite regulatory approvals, or the making of advisable filings, in the other jurisdictions described in the section entitled **The Merger—Regulatory Approvals** beginning on page 119. With respect to these jurisdictions, Harris and L3 intend to prepare and file notices and applications to satisfy the filing requirements and to obtain the regulatory clearances that are required or advisable. Failure to obtain the necessary clearance in any of these jurisdictions could substantially delay or prevent the consummation of the merger, which could negatively impact both Harris and L3.

As a condition to granting the necessary approvals or clearances, certain governmental agencies may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of the business of the combined company after the completion of the merger. Any one of these requirements, limitations, costs, divestitures or restrictions could jeopardize or delay the completion of or reduce the anticipated benefits of the merger.

Under the merger agreement, Harris and L3 generally must use their respective reasonable best efforts to obtain all regulatory approvals required to complete the merger as soon as reasonably practicable. Harris and L3 have agreed to dispose of assets, operations or businesses if reasonably necessary, proper or advisable so as to permit the consummation of the merger, although neither L3 nor Harris is required to effect any such disposition if not conditioned upon the completion of the merger or if, individually or in the aggregate with any other such dispositions, would reasonably be expected to be materially adverse to the condition, properties, assets, operations, liabilities or results of operations of the combined company (without taking into account any proceeds received from such disposition).

***Failure to attract, motivate and retain executives and other key employees could diminish the anticipated benefits of the merger.***

The success of the merger will depend in part on the retention of personnel critical to the business and operations of the combined company due to, for example, their technical skills or management expertise. Competition for qualified personnel can be intense.

Current and prospective employees of Harris and L3 may experience uncertainty about their future role with Harris and L3 until strategies with regard to these employees are announced or executed, which may impair Harris' and L3's ability to attract, retain and motivate key management, sales, marketing, technical and other personnel prior to and following the merger. Employee retention may be particularly challenging during the pendency of the merger, as employees of Harris and L3 may experience uncertainty about their future roles with the combined company. If Harris and L3 are unable to retain personnel, including Harris' and L3's key management, who are critical to the successful integration and future operations of the companies, Harris and L3 could face disruptions in their operations, loss of existing customers, loss of key information, expertise or know-how, and unanticipated additional recruitment and training costs. In addition, the loss of key personnel could diminish the anticipated benefits of the merger.

At the effective time, each of L3's and Harris' equity awards will, in accordance with the terms and conditions that were applicable to such awards prior thereto, generally vest and be settled in Harris common stock, in the case of L3 equity awards, after giving effect to the exchange ratio. In addition, each of Harris' and L3's executive officers are entitled to receive severance benefits upon a qualifying termination of employment following the completion of the merger. Each of Harris' and L3's executive officers could potentially terminate his or her employment following specified circumstances set forth in the applicable Harris CIC severance agreement or L3 change in control severance plan, including certain changes in such executive's duties or responsibilities (except with respect to certain contemplated changes in connection with the merger for Mr. Brown and Mr. Kubasik), compensation or office location, and become entitled to receive severance. See the section entitled **Interests of Harris' Directors and Executive Officers in the Merger** beginning on page 163 and the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 171 for a further discussion of some of these issues.

If key employees of Harris or L3 depart, the integration of the companies may be more difficult and the combined company's business following the merger may be harmed. Furthermore, the combined company may have to incur significant costs in identifying, hiring and retaining replacements for departing employees and may lose significant expertise and talent relating to the business of each of Harris or L3, and the combined company's ability to realize the anticipated benefits of the merger may be adversely affected. In addition, there could be

45



## TABLE OF CONTENTS

disruptions to or distractions for the workforce and management associated with activities of labor unions or integrating employees into the combined company. Accordingly, no assurance can be given that the combined company will be able to attract or retain key employees of Harris and L3 to the same extent that those companies have been able to attract or retain their own employees in the past.

*The merger, including uncertainty regarding the merger, may cause customers, suppliers or strategic partners to delay or defer decisions concerning Harris and L3 and adversely affect each company's ability to effectively manage their respective businesses.*

The merger will happen only if the stated conditions are met, including the adoption of the merger agreement by L3's stockholders, the approval of the share issuance and the adoption of the charter amendment by Harris's stockholders and the receipt of regulatory approvals, among other conditions. Many of the conditions are outside the control of Harris and L3, and both parties also have certain rights to terminate the merger agreement. Accordingly, there may be uncertainty regarding the completion of the merger. This uncertainty may cause customers, suppliers, vendors, strategic partners or others that deal with Harris and L3 to delay or defer entering into contracts with Harris and L3 or making other decisions concerning Harris and L3 or seek to change or cancel existing business relationships with Harris and L3, which could negatively affect their respective businesses. Any delay or deferral of those decisions or changes in existing agreements could have a material adverse effect on the respective businesses of Harris and L3, regardless of whether the merger is ultimately completed.

In addition, the merger agreement restricts Harris, L3 and their respective subsidiaries from making certain acquisitions and taking other specified actions until the merger occurs without the consent of the other parties. These restrictions may prevent Harris and L3 from pursuing attractive business opportunities or strategic transactions that may arise prior to the completion of the merger. See the section entitled **The Merger Agreement—Conduct of Business Prior to the Effective Time** beginning on page 133 for a description of the restrictive covenants to which each of Harris and L3 is subject.

*The opinions rendered to Harris and L3 from their respective financial advisors will not reflect changes in circumstances between the dates of such opinions and the completion of the merger.*

Morgan Stanley delivered its oral opinion to the Harris board of directors on October 12, 2018, which opinion was subsequently confirmed in a written opinion dated October 12, 2018, that, as of the date of such opinion, and subject to the various assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth in its written opinion, the exchange ratio pursuant to the merger agreement was fair from a financial point of view to Harris. Goldman Sachs delivered its oral opinion, subsequently confirmed in writing, to L3's board of directors that, as of October 12, 2018 and based upon and subject to the factors and assumptions set forth therein, the exchange ratio pursuant to the merger agreement was fair from a financial point of view to the holders (other than Harris and its affiliates) of L3 common stock.

Neither Harris nor L3 has obtained, nor will obtain, an updated opinion regarding the fairness, from a financial point of view, of the exchange ratio as of the date of this joint proxy statement/prospectus or prior to the completion of the merger from Morgan Stanley or from Goldman Sachs. Each of Morgan Stanley's opinion and Goldman Sachs's opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to Morgan Stanley and Goldman Sachs, as applicable, only as of the dates of the respective opinions of Morgan Stanley and Goldman Sachs and does not address the fairness of the exchange ratio, from a financial point of view, at the time the merger is completed. Changes in the operations and prospects of Harris or L3, general economic, monetary, market and other condit