HARRIS CORP /DE/
Form S-4/A
February 14, 2019
TABLE OF CONTENTS

As filed with the U.S. Securities and Exchange Commission on February 14, 2019

Registration No. 333-228829

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

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

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

Delaware	**3812**	**34-0276860**
(State of Incorporation)	**(Primary Standard Industrial Classification Code Number)**	**(IRS Employer Identification No.)**

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.

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. o

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. o

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. o

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		Accelerated filer	o
Non-accelerated filer	o	Smaller reporting company	o
		Emerging growth company	o

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. o

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) o
Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

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 FEBRUARY 14, 2019

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 44 for a discussion of risks relevant to the merger.**

We look forward to the successful completion of the merger.

Sincerely,

William M. Brown	Christopher E. Kubasik
Chairman, President and Chief Executive Officer	Chairman, Chief Executive Officer and President
Harris Corporation	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 APRIL 4, 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 April 4, 2019, beginning at 10:00 a.m. 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 February 22, 2019 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 APRIL 4, 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 the offices of Simpson Thacher & Bartlett LLP, located at 425 Lexington Avenue, New York, New York 10017, on April 4, 2019, beginning at 10:00 a.m., 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 February 22, 2019 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 bank, broker or other nominee. If you choose to vote your shares in person at the stockholder meeting, please

TABLE OF CONTENTS

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 215. This information is available for you free of charge to review through the SEC's website at 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:	For L3 stockholders:
Harris Corporation 1025 West NASA Boulevard Melbourne, Florida 32919 (321) 727-9100 Attention: Corporate Secretary	L3 Technologies, Inc. 600 Third Avenue New York, New York 10016 (212) 697-1111 Attention: Corporate Secretary
Georgeson LLC 1290 Avenue of the Americas, 9th Floor New York, New York 10104 Stockholders, banks and brokers call: (866) 297-1410	Innisfree M&A Incorporated 501 Madison Avenue, 20th 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 April 4, 2019, which is referred to as the Harris stockholder meeting, or the special meeting of L3 stockholders to be held on April 4, 2019, which is referred to as the L3 stockholder meeting, as applicable, you must request the information no later than March 28, 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. 333-228829), 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

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

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 215.*

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 April 4, 2019, at 10:00 a.m.

1

TABLE OF CONTENTS

The L3 stockholder meeting will be held at the offices of Simpson Thacher & Bartlett LLP, located at 425 Lexington Avenue, New York, New York 10017, on April 4, 2019, at 10:00 a.m.

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?

A: 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.

2

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?

A: 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.

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 129.

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;

3

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;
- outstanding L3 RSUs and L3 restricted stock awards granted on or after October 12, 2018, will be converted into restricted stock units denominated in shares of Harris common stock or restricted stock awards of 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 ended in December 2018 will be the final offering period for the plan. The final investment date for the L3 ESPP was December 31, 2018, and each L3 ESPP participant's accumulated contributions were used to purchase shares of L3 common stock on that 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.

4

TABLE OF CONTENTS

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

A: 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 166.

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 174.

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

A: The record date for the Harris stockholder meeting is February 22, 2019. 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 62 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 February 22, 2019. 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 73 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?

A: 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?

A: 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?

A: 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?

A: 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?

A: 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 152 for a more detailed discussion of the termination fees.

Q: What is a broker non-vote ?

A: 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?

A: *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?

A: *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.

7

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.

Q: Why am I being asked to consider and vote on a proposal to approve, by non-binding, advisory vote, 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.

Q: What happens if Harris stockholders or L3 stockholders do not approve, by non-binding, advisory vote, 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.

8

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 62.

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 73.

Additional information on attending the stockholder meetings can be found under the section entitled **The Harris Stockholder Meeting** on page 60 and under the section entitled **The L3 Stockholder Meeting** on page 71.

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

A: 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 60 and under the section entitled **The L3 Stockholder Meeting** on page 71.

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

A: 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?

A: 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

9

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?

A: 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 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 62.

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

A: 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 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 62.

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

A: 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 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 April 1, 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 73.

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:	if you are an L3 stockholder, to:
Harris Corporation Attn: Corporate Secretary 1025 West NASA Boulevard Melbourne, Florida 32919	L3 Technologies, Inc. Attn: Corporate Secretary 600 Third Avenue New York, New York 10016

11

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 205. 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 60. 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 71.

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 44. 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?

A: 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 149, 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 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 181) 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 181) 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 181 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?

A: 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 149, 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 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—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122.

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 of 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

13

TABLE OF CONTENTS

consummate the 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 124. 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 149.

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

A: 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, 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 136.

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

14

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 126 and **The Merger Agreement—Exchange Procedures** beginning on page 130.

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:	if you are an L3 stockholder:
Georgeson LLC 1290 Avenue of the Americas, 9th Floor New York, New York 10104 Stockholders, banks and brokers call: (866) 297-1410	Innisfree M&A Incorporated 501 Madison Avenue, 20th 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 215.*

The Parties to the Merger (Page 59)

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 80 and 128)

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 80)

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 80) 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

16

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 80 and **The Merger Agreement—Merger Consideration** beginning on page 129.

Treatment of Existing Harris Equity Awards (Page 129)

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 129)

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 Granted Prior to October 12, 2018

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 RSUs and L3 Restricted Stock Awards Granted On or After October 12, 2018

At the effective time of the merger, outstanding L3 RSUs and L3 restricted stock awards granted on or after October 12, 2018, will be converted into restricted stock units denominated in shares of Harris common stock or restricted stock awards of Harris common stock equal to the number of L3 RSUs or the number of shares of L3 restricted stock, as applicable, multiplied by the exchange ratio. Such restricted stock units and restricted stock awards will continue to vest through the last day of the original vesting period applicable to the L3 RSUs or L3 restricted stock awards, as applicable, 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 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 ended in December 2018 will be the final offering period for the plan. The final investment date for the L3 ESPP was December 31, 2018, and each L3 ESPP participant s accumulated contributions were used to purchase shares of L3 common stock on that 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 95)

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).

TABLE OF CONTENTS

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 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 95.

L3's Reasons for the Merger (Page 99)

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 99.

Opinion of Harris' Financial Advisor (Page 104 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 104 and Annex C.

Opinion of L3's Financial Advisor (Page 111 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

19

TABLE OF CONTENTS

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 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 111 and Annex D.

Proxy Solicitation Costs (Pages 64 and 74)

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 64 and **The L3 Stockholder Meeting—Proxy Solicitation Costs** on page 74.

The Harris Stockholder Meeting (Page 60)

The Harris stockholder meeting will be held on April 4, 2019 at 10:00 a.m., 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 February 22, 2019, 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

TABLE OF CONTENTS

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.

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 71)

The L3 stockholder meeting will be held on April 4, 2019, beginning at 10:00 a.m., Eastern time, at the offices of Simpson Thacher & Bartlett LLP, located at 425 Lexington Avenue, New York, New York 10017. 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 February 22, 2019, 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 166)

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

TABLE OF CONTENTS

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 129.
- 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 166. 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 172.

Interests of L3's Directors and Executive Officers in the Merger (Page 174)

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 129.
- At the effective time of the merger, outstanding L3 RSUs and L3 restricted stock awards granted on or after October 12, 2018, will be converted into restricted stock units denominated in shares of Harris common stock or restricted stock awards of Harris common stock based on the exchange ratio as described under the section entitled **The Merger Agreement—Treatment of Equity Awards—Treatment of Existing L3 Equity Awards** beginning on page 129.
-

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

22

TABLE OF CONTENTS

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.
- 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 174. 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 179.

Governance of the Combined Company (Page 124, 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

23

TABLE OF CONTENTS

- 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.

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.

TABLE OF CONTENTS

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 124 and **The Merger Agreement—Combined Company Governance Matters** beginning on page 133.

Certain Beneficial Owners of Harris Common Stock (Page 208)

At the close of business on February 22, 2019, 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 February 22, 2019. 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 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 208.

Certain Beneficial Owners of L3 Common Stock (Page 210)

At the close of business on February 22, 2019, 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 February 22, 2019. 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 210.

Reasonable Best Efforts and Regulatory Approvals (Page 122)

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.

As part of the original formation of L3 in 1997, Lockheed Martin Corporation, which is referred to as LMC, agreed to guarantee certain pension obligations that L3 assumed as part of its formation. Following the announcement of the proposed merger, LMC contacted L3 to discuss the implications of the merger on LMC s guaranty of these obligations. L3 and LMC are engaged in ongoing discussions to evaluate whether and the extent to which the merger agreement affects LMC s guaranty obligations. While L3 cannot predict the outcome of such discussions, L3 currently does not believe that the resolution of this matter will prevent or delay the completion of the merger or materially adversely affect the combined company s business, financial condition, results of operations and cash flows.

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 144), 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—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122), 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;

25

TABLE OF CONTENTS

- 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—Reasonable Best Efforts and Regulatory Approvals** beginning on page 121) 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 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. As part of the DOJ's review of the merger, L3 and Harris each received on January 10, 2019 a request for additional information and documentary materials, which is referred to as the second request, from the DOJ, which extends the waiting period under the HSR Act until 30 days after both L3 and Harris have complied with the second request or such later time as the parties may agree with the DOJ, unless the waiting period is terminated earlier. L3 and Harris continue to expect the merger to close in the previously announced timeframe of 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 filed the appropriate submissions with the Competition Bureau in Canada on February 8, 2019 and intend to prepare and file additional notices and applications to satisfy the filing requirements and to obtain the regulatory clearances that are required or advisable.

As part of the regulatory approval process, Harris is proactively exploring a possible sale of its Night Vision business.

Although not a condition to the closing of the merger, in January 2019, Harris and L3 filed applications with the Federal Communications Commission, which is referred to as the FCC, to transfer control of certain of L3's licenses to Harris. Harris and L3 expect that these transfer requests will be granted expeditiously.

Ownership of the Combined Company after the Merger (Page 123)

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.

26

TABLE OF CONTENTS

No Appraisal Rights (Page 205)

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 60. 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 71.

Conditions to the Completion of the Merger (Page 149)

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 140);
- 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;
- obtainment of all requisite regulatory approvals (as defined in the section entitled **The Merger—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122) 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—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122, 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;
- 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 133) 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.

27

TABLE OF CONTENTS

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 149.

No Solicitation of Acquisition Proposals (Page 140)

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 140) 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 140) (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.

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 140) 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.

TABLE OF CONTENTS

No Change of Recommendation (Page 142)

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 133), 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 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 142) or (b) an intervening event (as defined in the section entitled **The Merger Agreement—No Change of Recommendation** beginning on page 142) 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

TABLE OF CONTENTS

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 150)

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);
- a law or governmental order in the jurisdictions described in the section entitled **The Merger—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122 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

30

TABLE OF CONTENTS

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.

Termination Fees (Page 152)

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 150):

- 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).

31

TABLE OF CONTENTS

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 150):

- 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 126)

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.

Material U.S. Federal Income Tax Consequences (Page 181)

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 181) 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 181) 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 181 for a more complete discussion of the material U.S. federal income tax consequences of the merger.

Comparison of Stockholders' Rights (Page 185)

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 185.

TABLE OF CONTENTS

Listing of Harris Common Stock; Delisting and Deregistration of L3 Common Stock (Page 127)

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.

Litigation Related to the Merger (Page 127)

Following the public announcement of the merger, purported stockholders of L3 have filed three putative class action lawsuits and one individual lawsuit against L3 and the members of L3 s board of directors (and, in the case of one of the putative class actions, also against Harris and Merger Sub). The lawsuits contain substantially similar allegations contending, among other things, that the registration statement on Form S-4, of which this joint proxy statement/prospectus forms a part, misstates or fails to disclose certain allegedly material information in violation of federal securities laws. The lawsuits seek injunctive relief enjoining the merger, damages and costs, among other remedies. L3, Harris, Merger Sub and the L3 board of directors believe these lawsuits are without merit and intend to defend against them vigorously. The defendants have not yet answered or otherwise responded to the complaints.

Risk Factors (Page 44)

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 44.

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 two quarters ended December 28, 2018 and December 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 December 28, 2018 and for the two quarters ended December 28, 2018 and December 29, 2017 were derived from Harris unaudited condensed consolidated financial statements included in Harris Quarterly Report on Form 10-Q for the quarter ended December 28, 2018, incorporated herein by reference. Harris unaudited condensed consolidated financial statements as of December 28, 2018 and for the two quarters ended December 28, 2018 and December 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 December 28, 2018, each of which is incorporated herein by reference.

See the section entitled **Where You Can Find More Information** beginning on page 215.

	Two Quarters Ended		Fiscal Year Ended				
	December 28, 2018[1]	December 29, 2017[2]	2018[3]	2017[4]	2016[5]	2015[6]	2014
	(In millions, except per share data)						
Statement of income data:							
Revenue from product sales and services	$ 3,208	$ 2,945	$ 6,168	$ 5,897	$ 5,992	$ 3,885	$ 3,622
Income from continuing operations before income taxes	528	453	908	889	884	396	642
Income from continuing operations	441	296	702	628	611	287	440
Per share data:							

Income from continuing operations per common share							
Basic	3.74	2.49	5.90	5.11	4.91	2.70	4.12
Diluted	3.66	2.44	5.78	5.04	4.87	2.67	4.08
Cash dividends paid per common share	1.37	1.14	2.280	2.120	2.000	1.880	1.680
Balance sheet data (at period end):							
Total assets	9,852	9,856	9,851	10,112	12,009	13,127	4,919
Long-term debt, net	3,411	3,391	3,408	3,396	4,120	5,053	1,564

(1) Results for the two quarters ended December 28, 2018 included $10 million of after-tax ($0.08 per diluted common share) L3 merger-related transaction and integration costs.

(2) Results for the two quarters ended December 29, 2017 included a $12 million ($0.10 per diluted common share) adjustment for deferred compensation and a $58 million ($0.48 per diluted common share) write-down of net deferred tax assets related to the enactment of the U.S. Tax Cuts and Jobs Act in December 2017.

TABLE OF CONTENTS

(3) 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.

(4) Results for fiscal 2017 included a $51 million after-tax ($0.41 per diluted common share) charge for Exelis acquisition-related and other items.

(5) 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 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.

(6) Results for fiscal 2015 included results of Exelis following the close of the acquisition on May 29, 2015 and a $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.

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 215.

TABLE OF CONTENTS

	Three Quarters Ended		December 31,				
	September 28, 2018[1]	September 29, 2017	2017[2]	2016	2015[3]	2014	2013
	(In millions, except per share data)						
Statement of operations data:							
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
Per share data:							
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
Balance sheet data (at period end):							
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 126. The unaudited pro forma condensed combined balance sheet as of December 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 December 28, 2018, which was the end of Harris' second quarter of fiscal 2019. The unaudited pro forma condensed combined statements of income for the two quarters ended December 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.

Harris fiscal year ends on the Friday nearest June 30, and L3 s fiscal year ends on December 31. As a consequence of Harris and L3 s different fiscal years:

- the unaudited pro forma condensed combined balance sheet as of December 28, 2018 combines Harris' historical unaudited condensed consolidated balance sheet as of December 28, 2018, which was the end of Harris' second quarter of fiscal 2019, and L3's historical unaudited condensed consolidated balance sheet as of September 28, 2018, which was the end of L3's third quarter of 2018;
- the unaudited pro forma condensed combined statement of income for the two quarters ended December 28, 2018 combines Harris' historical unaudited results of operations for the two quarters ended December 28, 2018, which were Harris' first two quarters of fiscal 2019, and L3's historical unaudited results of operations for the two quarters ended September 28, 2018, which were L3's second and third quarters of 2018;
- the unaudited pro forma condensed combined statement of income for the fiscal year ended June 29, 2018 combines Harris' historical audited results of operations for the fiscal year ended June 29, 2018, which was the end of Harris' fiscal 2018, and L3's historical unaudited results of operations for the four quarters ended June 29, 2018; and
- the historical unaudited results of operations of L3 for the quarter ended June 29, 2018 has been included in both the unaudited pro forma condensed combined statement

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 44.

TABLE OF CONTENTS

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 154 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 215.

	As of or for the Two Quarters Ended December 28, 2018 (Unaudited)	For the Fiscal Year Ended June 29, 2018 (Unaudited)
	(In millions, except per share amounts)	
Pro forma condensed combined statement of income data:		
Revenue from product sales and services	$ 8,301	$ 15,801
Income from continuing operations	$ 675	$ 1,161
Income from continuing operations attributable to common stockholders	$ 665	$ 1,145
Income from continuing operations per basic common share attributable to common stockholders	$ 3.00	$ 5.14
Income from continuing operations per diluted common share attributable to common stockholders	$ 2.96	$ 5.07
Pro forma condensed combined balance sheet data:		
Total assets	$ 34,541	
Total liabilities	$ 14,273	
Total equity	$ 20,268	

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 two quarters ended December 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 December 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 154. See also the section entitled **Where You Can Find More Information** beginning on page 215.

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.

	Historical Harris	Historical L3[2]	L3 Harris Pro Forma Combined	L3 Equivalent Pro Forma[3]
Income from continuing operations per common share attributable to common stockholders (basic)				
Fiscal year ended June 29, 2018	$ 5.90	$ 10.00	$ 5.14	$ 6.68
Two quarters ended December 28, 2018	$ 3.74	$ 4.93	$ 3.00	$ 3.90
Income from continuing operations per common share attributable to common stockholders (diluted)				
Fiscal year ended June 29, 2018	$ 5.78	$ 9.81	$ 5.07	$ 6.59
Two quarters ended December 28, 2018	$ 3.66	$ 4.87	$ 2.96	$ 3.85
Cash dividends per share				
Fiscal year ended June 29, 2018[1]	$ 2.28	$ 3.10	$ 2.28	$ 2.96
Two quarters ended December 28, 2018[1]	$ 1.37	$ 1.60	$ 1.37	$ 1.78
Book value per share[4]				
Two quarters ended December 28, 2018	$ 28.97	$ 72.66	$ 91.17	$ 118.52

(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)

As a consequence of Harris' and L3's different year ends, L3 amounts as of and for the two quarters ended December 28, 2018 are based on historical financial information as of and for the two quarters ended September 28, 2018.

(3) 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.

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

40

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.

	Harris Common Stock	L3 Common Stock	Implied Per Share Value of Merger Consideration
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 215.

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 44 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 215 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 215. 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 80), 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 41.

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 59 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 215.

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 185 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 136.

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 124. 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 136.

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. As part of the DOJ s review of the merger, L3 and Harris each received on January 10, 2019 the second request from the DOJ, which extends the waiting period under the HSR Act until 30 days after both L3 and Harris have complied with the second request or such later time as the parties may agree with the DOJ, unless the waiting period is 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.

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

TABLE OF CONTENTS

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.

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—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122. With respect to these jurisdictions, Harris and L3 filed the appropriate submissions with the Competition Bureau in Canada on February 8, 2019 and intend to prepare and file additional 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). As part of the regulatory approval process, Harris is proactively exploring a possible sale of its Night Vision business.

Although not a condition to the closing of the merger, in January 2019, Harris and L3 filed applications with the Federal Communications Commission, which is referred to as the FCC, to transfer control of certain of L3's licenses to Harris. Harris and L3 expect that these transfer requests will be granted expeditiously, although failure of the FCC to grant these requests could adversely affect the combined company.

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

TABLE OF CONTENTS

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 166 and the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 174 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 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 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 136 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

TABLE OF CONTENTS

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 conditions and other factors that may be beyond the control of Harris and L3, and on which the opinion of Morgan Stanley and the opinion of Goldman Sachs was based, may alter the value of Harris or L3 or the prices of shares of Harris common stock or L3 common stock by the time the merger is completed. The opinions of Morgan Stanley and Goldman Sachs do not speak as of any date other than the respective dates of such opinions. The recommendation of the Harris board of directors that Harris stockholders vote **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal and **FOR** the Harris compensation proposal and the recommendation of the L3 board of directors that L3 stockholders vote **FOR** the L3 merger agreement proposal and **FOR** the L3 compensation proposal are each made as of the date of this joint proxy statement/prospectus. For a description of the opinion that L3 and Harris received from their respective financial advisors, please see the sections entitled **The Merger—Opinion of Harris' Financial Advisor** beginning on page 104 and **The Merger—Opinion of L3's Financial Advisor** beginning on page 111.

Whether or not the merger is completed, the announcement and pendency of the merger could cause disruptions in the businesses of Harris and L3, which could have an adverse effect on their respective businesses and financial results.

Whether or not the merger is completed, the announcement and pendency of the merger could cause disruptions in the businesses of Harris and L3. Specifically:

- current and prospective employees of Harris and L3 will experience uncertainty about their future roles with the combined company, which might adversely affect Harris' and L3's abilities to retain key managers and other employees; and
- the attention of management of each of Harris and L3 may be directed toward the completion of the merger.

In addition, Harris and L3 have each diverted significant management resources in an effort to complete the merger and are each subject to restrictions contained in the merger agreement on the conduct of their respective businesses. If the merger is not completed, Harris and L3 will have incurred significant costs, including the diversion of management resources, for which they will have received little or no benefit.

The merger agreement may be terminated in accordance with its terms and the merger may not be consummated.

Either Harris or L3 may terminate the merger agreement under certain circumstances, including, among other reasons, if the merger is not completed by September 30, 2019 (which date may be extended to December 31, 2019 if certain regulatory approvals are not obtained by September 30, 2019). In addition, if the merger agreement is terminated under certain circumstances specified in the merger agreement, L3 may be required to pay Harris a termination fee of $590,000,000, including certain circumstances in which the L3 board of directors effects a change of recommendation (as defined in the section entitled **The Merger Agreement—No Change of Recommendation** beginning on page 142) or L3 enters into an agreement with respect to a superior proposal (as defined in the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 140) following the termination of the merger agreement. In addition, if the merger agreement is terminated under certain circumstances specified in the merger agreement, Harris may be required to pay L3 a termination fee of $700,000,000, including certain circumstances in which the Harris board of directors effects a change of recommendation or Harris enters into an agreement with respect to a superior proposal following the termination of the merger agreement. See the section entitled **The Merger Agreement—Termination of the Merger Agreement** beginning on page 150 and the section entitled **The Merger Agreement—Termination Fees** beginning on page 152 for a more complete discussion of the circumstances under which the merger agreement could be terminated and when a termination fee may be payable by Harris or L3.

The termination of the merger agreement could negatively impact Harris or L3.

If the merger is not completed for any reason, including as a result of L3 stockholders failing to adopt the merger agreement or Harris stockholders failing to approve the share issuance or adopt the charter amendment,

TABLE OF CONTENTS

the ongoing businesses of Harris and L3 may be adversely affected and, without realizing any of the benefits of having completed the merger, Harris and L3 would be subject to a number of risks, including the following:

- each company may experience negative reactions from the financial markets, including negative impacts on its stock price;
- each company may experience negative reactions from its suppliers, customers, regulators and employees;
- each company will be required to pay certain investment banking, legal, financing and accounting costs and associated fees and expenses relating to the merger, whether or not the merger is completed;
- the merger agreement places certain restrictions on the conduct of each company's business prior to completion of the merger and such restrictions, the waiver of which is subject to the consent of the other company (not to be unreasonably withheld, conditioned or delayed), which may prevent Harris or L3 from making certain acquisitions or taking certain other specified actions during the pendency of the merger (see the section entitled **The Merger Agreement—Conduct of Business Prior to the Effective Time** beginning on page 136 for a description of the restrictive covenants applicable to Harris and L3); and
- matters relating to the merger (including integration planning) will require substantial commitments of time and resources by Harris management and L3 management, which would otherwise have been devoted to day-to-day operations and other opportunities that may have been beneficial to Harris or L3, as applicable, as an independent company.

The directors and executive officers of Harris and L3 have interests and arrangements that may be different from, or in addition to, those of Harris and L3 stockholders generally.

When considering the recommendations of the boards of directors of Harris or L3, as applicable, with respect to the proposals described in this joint proxy statement/prospectus, stockholders should be aware that the directors and executive officers of each of Harris and L3 may have interests in the merger, which are different from, or in addition to, those of Harris stockholders and L3 stockholders, generally. These interests include the continued employment of certain executive officers of Harris and L3 by the combined company, the continued service of certain independent directors and executive directors of Harris and L3 as directors of the combined company, the treatment in the merger of outstanding equity, equity-based and incentive awards, severance arrangements, other compensation and benefit arrangements and the right to continued indemnification of former Harris and L3 directors and officers by the combined company.

Harris stockholders and L3 stockholders should be aware of these interests when they consider the recommendations of the respective Harris and L3 boards of directors that they vote to approve the Harris share issuance and adopt the charter amendment, in the case of Harris, or that they adopt the merger agreement, in the case of L3. The Harris board of directors was aware of these interests when it approved and declared advisable the merger agreement and the transactions contemplated thereby on the terms and subject to the conditions set forth in the merger agreement and recommended that Harris stockholders approve the share issuance and adopt the charter amendment. The interests of Harris directors and executive officers are described in more detail in the section entitled **Interests of Harris' Directors and Executive Officers in the Merger** beginning on page 166. Likewise, the L3 board of directors was aware of these interests when it approved and declared advisable the merger agreement, the merger and the transactions contemplated thereby on the terms and subject to the conditions set forth in the merger agreement, determined that the merger agreement, the merger and the transactions contemplated by the merger agreement were fair to, and in the best interests of, L3 and L3 stockholders and recommended that L3 stockholders adopt the merger agreement. The interests of L3 directors and executive officers are described in more detail in the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 174.

Harris or L3 may waive one or more of the closing conditions without re-soliciting stockholder approval.

Harris or L3 may determine to waive, in whole or part, one or more of the conditions of its obligations to consummate the merger. Harris and L3 currently expect to evaluate the materiality of any waiver and its effect on Harris or L3 stockholders, as applicable, in light of the facts and circumstances at the time to determine whether any amendment of this joint proxy statement/prospectus or any re-solicitation of proxies or voting cards

TABLE OF CONTENTS

is required in light of such waiver. Any determination whether to waive any condition to the merger or as to re-soliciting stockholder approval or amending this joint proxy statement/prospectus as a result of a waiver will be made by Harris or L3, as applicable, at the time of such waiver based on the facts and circumstances as they exist at that time.

The merger agreement contains provisions that could discourage a potential competing acquirer that might be willing to pay more to acquire or merge with either Harris or L3.

The merger agreement contains no shop provisions that restrict each of Harris' and L3's ability to, among other things (each as described under the section entitled **The Merger Agreement—No Solicitation of Acquisition Proposals** beginning on page 140):

- 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 (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.

Furthermore, there are only limited exceptions to the requirement under the merger agreement that neither Harris' board of directors nor L3's board of directors adversely withhold, withdraw, qualify or modify the Harris recommendation or the L3 recommendation, as applicable (each as defined in the section entitled **The Merger Agreement—Representations and Warranties** beginning on page 133). Although Harris' board of directors is permitted to effect a change of recommendation, after complying with certain procedures set forth in the merger agreement, in response to a superior proposal if it determines in good faith that a failure to do so would be inconsistent with its fiduciary duties, its doing so would entitle L3 to terminate the merger agreement and collect a termination fee from Harris in the amount of $700,000,000. Although L3's board of directors is permitted to effect a change of recommendation, after complying with certain procedures set forth in the merger agreement, in response to a superior proposal if it determines in good faith that a failure to do so would be inconsistent with its fiduciary duties, its doing so would entitle Harris to terminate the merger agreement and collect a termination fee from L3 in the amount of $590,000,000. For more information, see the sections titled **The Merger Agreement—Termination of the Merger Agreement** beginning on page 150 and **The Merger Agreement—Termination Fees** beginning on page 152.

These provisions could discourage a potential competing acquirer from considering or proposing an acquisition or merger, even if it were prepared to pay consideration with a higher value than that implied by the exchange ratio in the merger, or might result in a potential competing acquirer proposing to pay a lower per share price than it might otherwise have proposed to pay because of the added expense of the termination fee.

Each of Harris and L3 will incur significant transaction, merger-related and restructuring costs in connection with the merger.

Harris and L3 have incurred and expect to incur a number of non-recurring costs associated with combining the operations of the two companies, as well as transaction fees and other costs related to the merger. These costs and

expenses include fees paid to financial, legal and accounting advisors, facilities and systems consolidation costs, severance and other potential employment-related costs, including payments that may be made to certain Harris executives and L3 executives, filing fees, printing expenses and other related charges. Some of these costs are payable by Harris and L3 regardless of whether the merger is completed.

TABLE OF CONTENTS

The combined company also will incur restructuring and integration costs in connection with the merger. The costs related to restructuring will be expensed as a cost of the ongoing results of operations of either Harris or L3 or the combined company. Although Harris and L3 expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, may offset incremental transaction, merger-related and restructuring costs over time, any net benefit may not be achieved in the near term or at all. Many of these costs will be borne by Harris and/or L3 even if the merger is not completed. While both Harris and L3 have assumed that a certain level of expenses would be incurred in connection with the merger and the other transactions contemplated by the merger agreement, there are many factors beyond their control that could affect the total amount or the timing of the integration and implementation expenses.

Harris stockholders and L3 stockholders will not be entitled to appraisal rights in the merger.

Appraisal rights are statutory rights that, if applicable under law, enable stockholders to dissent from an extraordinary transaction, such as a merger, and to demand that the corporation pay the fair value for their shares as determined by a court in a judicial proceeding instead of receiving the consideration offered to the stockholders in connection with the transaction. Under the DGCL, stockholders do not have appraisal rights if the shares of stock they hold are either listed on a national securities exchange or held of record by more than 2,000 holders. Notwithstanding the foregoing, appraisal rights are available if stockholders are required by the terms of the merger agreement to accept for their shares anything other than (a) shares of stock of the surviving corporation, (b) shares of stock of another corporation that will either be listed on a national securities exchange or held of record by more than 2,000 holders, (c) cash in lieu of fractional shares or (d) any combination of the foregoing.

Because the merger is of Merger Sub with and into L3 and holders of Harris common stock will continue to hold their shares following completion of the merger, holders of Harris common stock are not entitled to appraisal rights.

Because shares of Harris common stock are listed on the NYSE, a national securities exchange, and are expected to continue to be so listed, and because L3 stockholders are not required by the terms of the merger agreement to accept for their shares anything other than shares of Harris common stock and cash in lieu of fractional shares, holders of L3 common stock will not be entitled to appraisal rights in the merger. See the section entitled **No Appraisal Rights** beginning on page 205.

Litigation filed against L3, the L3 board of directors, Harris and Merger Sub could prevent or delay the consummation of the merger or result in the payment of damages following completion of the merger.

In connection with the merger, purported stockholders of L3 have filed three putative class action lawsuits and one individual lawsuit against one or more of L3, the members of L3's board of directors, Harris and Merger Sub. Among other remedies, the plaintiffs in these lawsuits seek to enjoin the merger. The outcome of any such litigation is uncertain. If a dismissal is not granted or a settlement is not reached, these lawsuits could prevent or delay completion of the merger and result in substantial costs to L3 and Harris, including any costs associated with indemnification. Additional lawsuits in connection with the merger may be filed against L3, Harris, Merger Sub and/or their respective directors and officers, which additional lawsuits could also prevent or delay the consummation of the merger and result in additional costs to L3 and Harris. The ultimate resolution of these lawsuits cannot be predicted with certainty, and an adverse ruling in any such lawsuit may cause the merger to be delayed or not to be completed, which could cause Harris and L3 not to realize some or all of the anticipated benefits of the merger. The defense or settlement of any lawsuit or claim that remains unresolved at the time the merger is consummated may adversely affect the combined company's business, financial condition, results of operations and cash flows. L3 and Harris cannot currently predict the outcome of or reasonably estimate the possible loss or range of loss from any these lawsuits or claims. See **The Merger—Litigation Related to the Merger** beginning on page 127 for more information about the lawsuits that have been filed related to the merger.

Risks Relating to the Combined Company

The failure to successfully combine the businesses of Harris and L3 may adversely affect the combined company s future results.

The success of the merger will depend, in part, on the ability of the combined company to realize anticipated benefits from combining the businesses of Harris and L3. To realize these anticipated benefits, the

TABLE OF CONTENTS

businesses of Harris and L3 must be successfully combined. If the combined company is not able to achieve these objectives, the anticipated benefits of the merger may not be realized fully or at all or may take longer to realize than expected.

The combined company may not be able to retain customers or suppliers or customers or suppliers may seek to modify contractual obligations with the combined company, which could have an adverse effect on the combined company s business and operations.

As a result of the merger, the combined company may experience strain in relationships with customers and suppliers that may harm the combined company s business and results of operations. Certain customers or suppliers may seek to terminate or modify contractual obligations following the merger whether or not contractual rights are triggered as a result of the merger. There can be no guarantee that customers and suppliers will remain with or continue to have a relationship with the combined company or do so on the same or similar contractual terms following the merger. If any of the customers or suppliers seek to terminate or modify contractual obligations or discontinue the relationship with the combined company, then the combined company s business and results of operations may be harmed. Furthermore, the combined company will not have long-term arrangements with many of its significant suppliers. If the combined company s suppliers were to seek to terminate or modify an arrangement with the combined company, including as a result of bankruptcy of any such suppliers due to poor economic conditions, then the combined company may be unable to procure necessary supplies from other suppliers in a timely and efficient manner and on acceptable terms, or at all.

The combined company may be exposed to increased litigation, which could have an adverse effect on the combined company s business and operations.

The combined company may be exposed to increased litigation from stockholders, customers, suppliers, consumers and other third parties due to the combination of Harris business and L3 s business following the merger. Such litigation may have an adverse impact on the combined company s business and results of operations or may cause disruptions to the combined company s operations.

Combining the businesses of Harris and L3 may be more difficult, costly or time-consuming than expected and the combined company may fail to realize the anticipated benefits of the merger, which may adversely affect the combined company s business results and negatively affect the value of the common stock of the combined company following the merger.

The success of the merger will depend on, among other things, the ability of Harris and L3 to combine their businesses in a manner that facilitates growth opportunities and realizes cost savings. Harris and L3 have entered into the merger agreement because each believes that the merger and the other transactions contemplated by the merger agreement are fair to and in the best interests of its respective stockholders and that combining the businesses of Harris and L3 will produce benefits and cost savings.

However, Harris and L3 must successfully combine their respective businesses in a manner that permits these benefits to be realized. In addition, the combined company must achieve the anticipated growth and cost savings without adversely affecting current revenues and investments in future growth. If the combined company is not able to successfully achieve these objectives, the anticipated benefits of the merger may not be realized fully, or at all, or may take longer to realize than expected.

An inability to realize the full extent of the anticipated benefits of the merger and the other transactions contemplated by the merger agreement, as well as any delays encountered in the integration process, could have an adverse effect upon the revenues, level of expenses and operating results of the combined company, which may adversely affect the

value of the common stock of the combined company after the completion of the merger.

In addition, the actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized. Actual growth and cost savings, if achieved, may be lower than what Harris and L3 expect and may take longer to achieve than anticipated. If Harris and L3 are not able to adequately address integration challenges, they may be unable to successfully integrate their operations or realize the anticipated benefits of the integration of the two companies.

TABLE OF CONTENTS

The failure to integrate successfully the businesses and operations of Harris and L3 in the expected time frame may adversely affect the combined company s future results.

Harris and L3 have operated and, until the completion of the merger, will continue to operate independently. There can be no assurances that their businesses can be integrated successfully. It is possible that the integration process could result in the loss of key Harris employees or key L3 employees, the loss of customers, the disruption of either company s or both companies ongoing businesses, inconsistencies in standards, controls, procedures and policies, unexpected integration issues, higher than expected integration costs and an overall post-completion integration process that takes longer than originally anticipated. Specifically, the following issues, among others, must be addressed in integrating the operations of Harris and L3 in order to realize the anticipated benefits of the merger so the combined company performs as expected:

- combining the companies' operations and corporate functions;
- combining the businesses of Harris and L3 and meeting the capital requirements of the combined company, in a manner that permits the combined company to achieve the cost savings or revenue synergies anticipated to result from the merger, the failure of which would result in the anticipated benefits of the merger not being realized in the time frame currently anticipated or at all;
- integrating personnel from the two companies;
- integrating the companies' technologies;
- integrating and unifying the offerings and services available to customers;
- identifying and eliminating redundant and underperforming functions and assets;
- harmonizing the companies' operating practices, employee development and compensation programs, internal controls and other policies, procedures and processes;
- maintaining existing agreements with customers, distributors, providers and vendors and avoiding delays in entering into new agreements with prospective customers, distributors, providers and vendors;
- addressing possible differences in business backgrounds, corporate cultures and management philosophies;
- consolidating the companies' administrative and information technology infrastructure;
- coordinating distribution and marketing efforts;
- managing the movement of certain positions to different locations;
- coordinating geographically dispersed organizations; and
- effecting actions that may be required in connection with obtaining regulatory approvals.

In addition, at times the attention of certain members of either company s or both companies management and resources may be focused on completion of the merger and the integration of the businesses of the two companies and diverted from day-to-day business operations, which may disrupt each company s ongoing business and the business of the combined company.

Furthermore, the board of directors and executive leadership of the combined company will consist of former directors and executive officers from each of Harris and L3. Combining the boards of directors and management teams of each company into a single board and a single management team could require the reconciliation of differing priorities and philosophies.

The Harris and L3 unaudited prospective financial information is inherently subject to uncertainties, the unaudited pro forma financial data included in this document is preliminary and the combined company s actual financial position and results of operations after the merger may differ materially from these estimates and the unaudited pro forma financial data included in this joint proxy statement/prospectus. Specifically, the unaudited pro forma combined financial data does not reflect the effect of any divestitures that may be required in connection with the merger.

The unaudited pro forma combined financial statements and unaudited pro forma per share data included in this joint proxy statement/prospectus are presented for illustrative purposes only, contain a variety of adjustments, assumptions and preliminary estimates and are not necessarily indicative of what the combined company s actual

TABLE OF CONTENTS

financial position or results of operations would have been had the merger been completed on the dates indicated. The combined company's actual results and financial position after the merger may differ materially and adversely from the unaudited pro forma financial data included in this joint proxy statement/prospectus. Specifically, the unaudited pro forma combined financial information does not reflect the effect of any divestitures that may be required in connection with the merger. For more information, see the sections entitled **Comparative Historical and Unaudited Pro Forma Per Share Data** beginning on page 40 and **Unaudited Pro Forma Condensed Combined Financial Statements** beginning on page 154.

While presented with numeric specificity, the Harris and L3 unaudited prospective financial information provided in this joint proxy statement/prospectus is based on numerous variables and assumptions (including, but not limited to, those related to industry performance and competition and general business, defense industry, economic, market and financial conditions and additional matters specific to Harris' or L3's business, as applicable) that are inherently subjective and uncertain and are beyond the control of the respective management teams of Harris and L3. As a result, actual results may differ materially from the unaudited prospective financial information. Important factors that may affect actual results and cause these unaudited projected financial forecasts to not be achieved include, but are not limited to, risks and uncertainties relating to Harris' or L3's business, as applicable (including each company's ability to achieve strategic goals, objectives and targets over applicable periods), defense industry performance, general business and economic conditions. For more information see the sections entitled **The Merger—Harris Unaudited Financial Projections** beginning on page 117, **The Merger—L3 Unaudited Financial Projections** beginning on page 119 and **The Merger—Certain Estimated Synergies** beginning on page 121.

Harris and L3 will incur significant transaction and merger-related costs in connection with the merger.

Harris and L3 have incurred and expect to incur a number of non-recurring costs associated with the merger. These costs and expenses include fees paid to financial, legal and accounting advisors, facilities and systems consolidation costs, severance and other potential employment-related costs, including payments that may be made to certain Harris executives and certain L3 executives, filing fees, printing expenses and other related charges. Some of these costs are payable by Harris and L3 regardless of whether the merger is completed. There are also a large number of processes, policies, procedures, operations, technologies and systems that must be integrated in connection with the merger and the integration of the two companies businesses. While both Harris and L3 have assumed that a certain level of expenses would be incurred in connection with the merger and the other transactions contemplated by the merger agreement, there are many factors beyond their control that could affect the total amount or the timing of the integration and implementation expenses.

There may also be additional unanticipated significant costs in connection with the merger that the combined company may not recoup. These costs and expenses could reduce the realization of efficiencies, strategic benefits and additional income Harris and L3 expect to achieve from the merger. Although Harris and L3 expect that these benefits will offset the transaction expenses and implementation costs over time, this net benefit may not be achieved in the near term or at all.

The revenue of the combined company will depend on Harris and L3 s ability to maintain certain levels of government business. The loss of contracts with U.S. and non-U.S. government agencies could adversely affect the combined company s revenue.

Both Harris and L3 derive the substantial majority of their revenues from contracts or subcontracts with various U.S. government agencies, including the U.S. Department of Defense. A significant reduction in the purchase of Harris or L3 s products or services by these agencies could have a material adverse effect on the businesses of the combined company following the merger. For the fiscal years ended June 29, 2018, June 30, 2017 and July 1, 2016, approximately 75%, 74% and 77%, respectively, of Harris revenues were derived directly or indirectly from contracts

with the U.S. government and its agencies. Additionally, for the fiscal years ended December 31, 2017, 2016 and 2015, approximately 70%, 69% and 70%, respectively, of L3 s total sales were derived directly or indirectly from contracts with the U.S. government and its agencies. Therefore, the development of the combined company s business in the future will depend upon the continued willingness of the U.S. government and its prime contractors to commit substantial resources to government programs and, in particular, upon the continued purchase of the combined company s products or services and other products or services which incorporate the combined company s products or services, by the U.S. government. In particular, the current funding demands on the U.S. government may lead to lower levels of government defense spending.

TABLE OF CONTENTS

The risk that governmental purchases of the combined company s products or services may decline stems from the nature of the combined company s business with the U.S. government, in which the U.S. government may:

- terminate contracts at its convenience;
- terminate, reduce or modify contracts or subcontracts if its requirements or budgetary constraints change;
- cancel multi-year contracts and related orders if funds become unavailable;
- shift its spending priorities;
- adjust contract costs and fees on the basis of audits done by its agencies; and
- inquire about and investigate business practices and audit compliance with applicable rules and regulations.

In addition, Harris and L3 are subject to the following risks in connection with government contracts:

- the frequent need to bid on programs prior to completing the necessary design, which may result in unforeseen technological difficulties and/or cost overruns;
- the difficulty in forecasting long-term costs and schedules and the potential obsolescence of products related to long-term fixed-price contracts;
- the risk of fluctuations or a decline in government expenditures due to any changes in the U.S. defense budget or appropriation of funds;
- when Harris or L3 acts as a subcontractor, the failure or inability of the primary contractor to perform its prime contract may result in an inability to obtain payment of fees and contract costs;
- restriction or potential prohibition on the export of products based on licensing requirements; and
- government contract wins can be contested by other contractors.

Third parties may terminate or alter existing contracts or relationships with Harris or L3.

L3 has contracts with customers, suppliers, vendors, landlords, licensors and other business partners which may require L3 to obtain consent from these other parties in connection with the merger. If these consents cannot be obtained, the combined company may suffer a loss of potential future revenue and may lose rights that are material to its business and the business of the combined company. In addition, third parties with whom Harris or L3 currently have relationships may terminate or otherwise reduce the scope of their relationship with either party in anticipation of the merger. Any such disruptions could limit the combined company s ability to achieve the anticipated benefits of the merger. The adverse effect of such disruptions could also be exacerbated by a delay in the completion of the merger or the termination of the merger agreement.

The combined company may be unable to retain Harris and L3 personnel successfully after the merger is completed.

The success of the merger will depend in part on the combined company s ability to retain the talents and dedication of the professionals currently employed by Harris and L3. It is possible that these employees may decide not to remain with Harris or L3, as applicable, while the merger is pending or with the combined company after the merger is consummated. If key employees terminate their employment, or if an insufficient number of employees are retained to maintain effective operations, the combined company s business activities may be adversely affected and management s attention may be diverted from successfully integrating Harris and L3 to hiring suitable replacements, all of which may cause the combined company s business to suffer. In addition, Harris and L3 may not be able to locate suitable replacements for any key employees that leave either company or offer employment to potential replacements on reasonable terms.

The combined company s debt may limit its financial flexibility.

Harris and L3 continue to review the treatment of their existing indebtedness and Harris and L3 may seek to repay, refinance, repurchase, redeem, exchange or otherwise terminate their existing indebtedness prior to, in

56

TABLE OF CONTENTS

connection with or following the completion of the merger. If either Harris or L3 seeks to refinance its existing indebtedness, there can be no guarantee that it would be able to execute the refinancing on favorable terms or at all.

Any increase in Harris or L3 s indebtedness could have adverse effects on such company s financial condition and results of operations, including:

- increasing its vulnerability to changing economic, regulatory and industry conditions;
- limiting its ability to compete and its flexibility in planning for, or reacting to, changes in its business and the industry;
- limiting its ability to pay dividends to its stockholders;
- limiting its ability to borrow additional funds; and
- requiring it to dedicate a substantial portion of its cash flow from operations to payments on its debt, thereby reducing funds available for working capital, capital expenditures, acquisitions, share repurchases, dividends and other purposes.

The companies ability to arrange any additional financing for the purposes described above or otherwise will depend on, among other factors, the companies respective financial positions and performance, as well as prevailing market conditions and other factors beyond their control. The level and quality of the combined company s earnings, operations, business and management, among other things, will impact the determination of the combined company s credit ratings. A decrease in the ratings assigned to the combined company by the ratings agencies may negatively impact the combined company s access to the debt capital markets and increase the combined company s cost of borrowing. There can be no assurance that the combined company will be able to obtain financing on acceptable terms or at all. In addition, there can be no assurance that the combined company will be able to maintain the current credit worthiness or prospective credit ratings of Harris or L3, and any actual or anticipated changes or downgrades in such credit ratings may have a negative impact on the liquidity, capital position or access to capital markets of the combined company.

Declaration, payment and amounts of dividends, if any, distributed to stockholders of the combined company will be uncertain.

Whether any dividends are declared or paid to stockholders of the combined company following the merger, and the amounts of any dividends that are declared or paid, are uncertain and depend on a number of factors. If dividends are paid to stockholders of the combined company, they may not be of the same amount as paid by Harris or L3 to their respective stockholders prior to the merger. The board of directors of the combined company will have the discretion to determine the dividend policy of the combined company, which may be impacted by any of the following factors:

- the combined company may not have enough cash to pay such dividends or to repurchase shares due to its cash requirements, capital spending plans, cash flow or financial position;
- decisions on whether, when and in which amounts to make any future distributions will remain at all times entirely at the discretion of the combined company’s board, which could change its dividend practices at any time and for any reason;
- the combined company’s desire to maintain or improve the credit ratings on its debt;
- the amount of dividends that the combined company may distribute to its stockholders is subject to restrictions under Delaware law and is limited by restricted payment and leverage covenants in the combined company’s credit facilities and, potentially, the terms of any future indebtedness that the combined company may incur; and
- certain limitations on the amount of dividends subsidiaries of the combined company can distribute to the combined company, as imposed by state law, regulators or agreements.

Stockholders should be aware that they have no contractual or other legal right to dividends that have not been declared.

57

TABLE OF CONTENTS

Risks Relating to Harris Business

Harris' business will continue to be subject to the risks described in the sections entitled Risk Factors in Harris' Annual Report on Form 10-K for the fiscal year ended June 29, 2018, Harris' Quarterly Report on Form 10-Q for the quarterly period ended December 28, 2018 and in other documents incorporated by reference into this joint proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page 215 for the location of information incorporated by reference into this joint proxy statement/prospectus.

Risks Relating to L3 s Business

L3's business will continue to be subject to the risks described in the sections entitled Risk Factors in L3's Annual Report on Form 10-K for the year ended December 31, 2017, L3's Quarterly Report on Form 10-Q for the quarterly period ended September 28, 2018 and in other documents incorporated by reference into this joint proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page 215 for the location of information incorporated by reference into this joint proxy statement/prospectus.

TABLE OF CONTENTS

THE PARTIES TO THE MERGER

Harris Corporation

1025 West NASA Boulevard
Melbourne, Florida 32919
(321) 727-9100

Harris is a leading technology innovator, solving customers toughest mission-critical challenges by providing solutions that connect, inform and protect. Harris operates in three segments: (a) communication systems; (b) electronic systems and (c) 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 common stock is listed on the NYSE under the ticker symbol HRS.

For more information about Harris, please visit Harris' Internet website at http://www.harris.com. Harris' Internet website address is provided as an inactive textual reference only. The information contained on Harris' Internet website or accessible through it (other than the documents incorporated by reference herein) does not constitute a part of this joint proxy statement/prospectus or any other report or document on file with or furnished to the SEC. Additional information about Harris is included in the documents incorporated by reference into this joint proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page 215.

L3 Technologies, Inc.

600 Third Avenue
New York, New York 10016
(212) 697-1111

L3 is a prime contractor in intelligence, surveillance and reconnaissance systems, aircraft sustainment (including modifications and fleet management of special mission aircraft), simulation and training, night vision and image intensification equipment, and security and detection systems. L3 is also a leading provider of a broad range of communication, electronic and sensor systems used on military, homeland security and commercial platforms. L3 employs approximately 31,000 employees and its customers include the U.S. Department of Defense and its prime contractors, U.S. government intelligence agencies, the U.S. Department of Homeland Security, foreign governments, and domestic and foreign commercial customers. L3 operates primarily in three segments: (a) intelligence, surveillance and reconnaissance systems; (b) communication and networked systems; and (c) electronic systems.

L3 common stock is listed on the NYSE under the ticker symbol LLL.

For more information about L3, please visit L3's Internet website at http://www.L3T.com. L3's Internet website address is provided as an inactive textual reference only. The information contained on L3's Internet website or accessible through it (other than the documents incorporated by reference herein) do not constitute a part of this joint proxy statement/prospectus or any other report or document on file with or furnished to the SEC. Additional information about L3 is included in the documents incorporated by reference into this joint proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page 215.

Leopard Merger Sub Inc.

c/o Harris Corporation
1025 West NASA Boulevard
Melbourne, Florida 32919
(321) 727-9100

Merger Sub 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.

TABLE OF CONTENTS

THE HARRIS STOCKHOLDER MEETING

This joint proxy statement/prospectus is being mailed on or about [•], 2019, to holders of record of Harris common stock as of the close of business on February 22, 2019, and constitutes notice of the Harris stockholder meeting in conformity with the requirements of the DGCL.

This joint proxy statement/prospectus is being provided to Harris stockholders as part of a solicitation of proxies by the Harris board of directors and the solicitation of voting instructions by the trustee of the Harris Retirement Plan, in each case for use at the Harris stockholder meeting and at any adjournments or postponements of the Harris stockholder meeting. Harris stockholders are encouraged to read the entire document carefully, including the annexes to and documents incorporated by reference into this document, for more detailed information regarding the merger agreement and the transactions contemplated by the merger agreement.

Date, Time and Place of the Harris Stockholder Meeting

The Harris stockholder meeting is scheduled to be held at the Harris Global Innovation Center located at 1025 West NASA Boulevard, Melbourne, Florida 32919, on April 4, 2019, beginning at 10:00 a.m., Eastern time, unless postponed to a later date.

Matters to be Considered at the Harris Stockholder Meeting

The purposes of the Harris stockholder meeting are as follows, each as further described in this joint proxy statement/prospectus:

- *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 Harris Stockholder Meeting*. To consider and vote on the Harris adjournment proposal.

Recommendation of the Harris Board of Directors

The Harris board of directors unanimously recommends that Harris stockholders vote:

- **Harris Proposal 1: FOR** the Harris share issuance proposal;
- **Harris Proposal 2: FOR** the Harris charter amendment proposal;
- **Harris Proposal 3: FOR** the Harris compensation proposal; and
- **Harris Proposal 4: FOR** the Harris adjournment proposal.

After careful consideration, the Harris board of directors, unanimously (a) determined that the merger agreement and the transactions contemplated thereby are fair to, and in the best interests of, Harris and its stockholders, (b) directed that the share issuance be submitted to Harris stockholders for their approval, and the charter amendment be submitted to Harris stockholders for their adoption and (c) recommended that Harris stockholders vote in favor of the approval of the share issuance, and in favor of the adoption of the charter amendment.

See also the section entitled **The Merger—Recommendation of the Harris Board of Directors; Harris' Reasons for the Merger** beginning on page 95.

Record Date for the Harris Stockholder Meeting and Voting Rights

The record date to determine who is entitled to receive notice of and to vote at the Harris stockholder meeting or any adjournments or postponements thereof is February 22, 2019. As of the close of business on the record date, there were [•] shares of Harris common stock issued and outstanding, each entitled to vote at the Harris stockholder meeting. Stockholders will have one vote for any matter properly brought before the Harris

TABLE OF CONTENTS

stockholder meeting for each share of Harris common stock they owned at the close of business on the record date. Only Harris stockholders of record at the close of business on the record date are entitled to receive notice of and to vote at the Harris stockholder meeting and any and all adjournments or postponements thereof.

Quorum; Abstentions and Broker Non-Votes

A quorum of stockholders is necessary to conduct 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 will be counted for purposes of determining whether a quorum exists, but broker non-votes will not be counted as represented at the stockholder meeting for purposes of determining whether a quorum exists. If a quorum is not present, the Harris stockholder meeting will be postponed until the holders of the number of shares of Harris common stock required to constitute a quorum attend.

Under NYSE rules, banks, brokers or other nominees who hold shares in street name for a beneficial owner of those shares typically have the authority to vote in their discretion on routine proposals when they have not received instructions from beneficial owners. However, banks, brokers or other nominees are not allowed to exercise their voting discretion with respect to the approval of matters that the NYSE determines to be non-routine . Generally, 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 routine proposals to be voted on at a meeting of stockholders, but is not permitted to vote on other non-routine 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. Under the NYSE rules, non-routine matters include the Harris share issuance proposal (Harris Proposal 1), the Harris charter amendment proposal (Harris Proposal 2), the Harris compensation proposal (Harris Proposal 3) and the Harris adjournment proposal (Harris Proposal 4). Because none of the proposals to be voted on at the Harris stockholder meeting are routine matters for which brokers may have discretionary authority to vote, Harris does not expect any broker non-votes at the Harris stockholder meeting. As a result, if you hold your shares of Harris common stock in street name, your shares will not be represented and will not be voted on any matter unless you affirmatively instruct your bank, broker or other nominee how to vote your shares in one of the ways indicated by your bank, broker or other nominee. It is therefore critical that you cast your vote by instructing your bank, broker or other nominee on how to vote.

If you submit a properly executed proxy card, even if you abstain from voting or vote against the approval of the share issuance or the adoption of the charter amendment, your shares of Harris common stock will be counted for purposes of calculating whether a quorum is present at the Harris stockholder meeting. Executed but unvoted proxies will be voted in accordance with the recommendations of the Harris board of directors. If additional votes must be solicited to approve the share issuance or adopt the charter amendment, it is expected that the meeting will be adjourned to solicit additional proxies.

Required Votes; Vote of Harris Directors and Executive Officers

Except for the Harris adjournment proposal, the vote required to approve all of the proposals listed herein assumes the presence of a quorum.

Proposal		**Votes Necessary**
Harris Proposal 1	Harris Share Issuance Proposal	Approval 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 this proposal.
Harris Proposal 2	Harris Charter Amendment Proposal	Approval 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.

TABLE OF CONTENTS

Proposal		Votes Necessary
Harris Proposal 3	Harris Compensation Proposal	Approval requires the affirmative vote of the majority of shares present in person or represented by proxy at the Harris stockholder meeting 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 this proposal.
Harris Proposal 4	Harris Adjournment Proposal	Approval requires the affirmative vote of the holders of a majority of shares present at the Harris stockholder meeting. 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 this proposal.

As of the record date, Harris directors and executive officers, and their affiliates, as a group, owned and were entitled to vote [•] shares of Harris common stock, or approximately [•]% of the total outstanding shares of Harris common stock. 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 proposal and **FOR** the Harris adjournment proposal. See also the section entitled **Interests of Harris' Directors and Executive Officers in the Merger** beginning on page 166 and the arrangements described in Harris' Definitive Proxy Statement on Schedule 14A for Harris' annual meeting filed with the SEC on September 6, 2018, which is incorporated into this joint proxy statement/prospectus by reference.

Methods of Voting

- *By Internet*: Through the Internet by logging onto the website indicated on the enclosed proxy card and following the prompts using the control number located on the proxy card.
- *By Telephone*: By calling (from the United States, Puerto Rico and Canada) using the toll-free telephone number listed on the enclosed proxy card.
- *By Mail*: By completing, signing, dating and returning the enclosed proxy card in the postage-paid envelope provided.
- *In Person*: Shares held directly in your name as stockholder of record may be voted in person at the Harris stockholder meeting. If you choose to vote your shares in person at the Harris stockholder meeting, please bring your enclosed proxy card and proof of identification. Even if you plan to attend the Harris stockholder meeting, Harris recommends that you vote your shares in advance as described below so that your vote will be counted if you later decide not to attend the Harris 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. If you hold you shares through the Harris Retirement Plan, you may attend, but not vote in person at, the Harris stockholder meeting.

If you are a stockholder of record, proxies submitted over the Internet, by telephone or by mail as described above must be received by 11:59 p.m., Eastern time, on April 3, 2019.

If you hold your shares in street name or through the Harris Retirement Plan or in a Harris DRIP account, proxies submitted over the Internet, telephone or by mail as described above must be received by 11:59 p.m., Eastern time, on April 3, 2019.

TABLE OF CONTENTS

Notwithstanding the above, if your shares are held in street name by a bank, broker or other nominee, you should follow the instructions you receive from your bank, broker or other nominee on how to vote your shares. Registered stockholders who attend the Harris stockholder meeting may vote their shares personally even if they previously have voted their shares.

Voting of Shares Held through the Harris Retirement Plan or Harris DRIP

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 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.

If you are a participant in the Harris DRIP, your voting instruction covers the shares of Harris common stock held in your 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).

Revocability of Proxies

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

- by sending a signed written notice that you revoke your proxy to Harris' corporate secretary, bearing a later date than your original proxy and mailing it so that it is received prior to the Harris stockholder meeting;
- by subsequently submitting a new proxy (including by submitting a proxy via the Internet or telephone) at a later date than your original proxy so that the new proxy is received by the deadline specified on the accompanying proxy card; or
- by voting in person at the Harris stockholder meeting.

Execution or revocation of a proxy will not in any way affect the stockholder s right to attend the stockholder meeting and vote in person.

Written notices of revocation and other communications with respect to the revocation of proxies should be addressed to:

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

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

Unless revoked, all proxies representing shares entitled to vote that are delivered pursuant to this solicitation will be voted at the Harris stockholder meeting and, where a choice has been specified on the proxy card, will be voted in accordance with such specification. If a Harris stockholder makes no specification on his, her or its proxy card as to how such Harris stockholder should want his, her or its shares of Harris common stock voted, such proxy will be voted as recommended by the Harris board of directors as stated in this joint proxy statement/prospectus, specifically **FOR** the Harris share issuance proposal, **FOR** the Harris charter amendment proposal, **FOR** the Harris compensation proposal and **FOR** the Harris adjournment proposal.

TABLE OF CONTENTS

Proxy Solicitation Costs

Harris is soliciting proxies to provide an opportunity to all Harris stockholders to vote on agenda items, whether or not the stockholders are able to attend the Harris stockholder meeting or an adjournment or postponement thereof. Harris will bear the entire cost of soliciting proxies from its stockholders, except that L3 and Harris have agreed to each pay one half of the costs and expenses of filing, printing and mailing this joint proxy statement/prospectus and all filing and other similar fees payable to the SEC in connection with this joint proxy statement/prospectus. In addition to the solicitation of proxies by mail, Harris will ask banks, brokers and other custodians, nominees and fiduciaries to forward the proxy solicitation materials to the beneficial owners of shares of Harris common stock held of record by such nominee holders. Harris may be required to reimburse these nominee holders for their customary clerical and mailing expenses incurred in forwarding the proxy solicitation materials to the beneficial owners.

Harris has retained Georgeson to assist in the solicitation process. Harris will pay Georgeson a fee of approximately $15,000 plus costs and expenses. Harris also 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). In addition to solicitation by mail, Harris directors, officers and other employees may solicit proxies in person, by telephone, electronically, by mail or other means. These persons will not be specifically compensated for doing this.

Attending the Harris Stockholder Meeting

You are entitled to attend the Harris stockholder meeting only if you are a stockholder of record of Harris at the close of business on February 22, 2019 (the record date for the Harris stockholder meeting) or you hold your shares of Harris beneficially in the name of a broker, bank or other nominee as of the record date, or you hold a valid proxy for the Harris stockholder meeting.

If you are a stockholder of record of Harris at the close of business on February 22, 2019 and wish to attend the Harris stockholder meeting, please so indicate on the appropriate proxy card or as prompted by the Internet or telephone voting system. Your name will be verified against the list of stockholders of record prior to your being admitted to the Harris stockholder meeting.

If a broker, bank or other nominee is the record owner of your shares of Harris common stock, you will need to have proof that you are the beneficial owner as of the record date to be admitted to the Harris stockholder meeting. A recent statement or letter from your broker, bank or other nominee confirming your ownership as of the record date, or presentation of a valid proxy from a broker, bank or other nominee that is the record owner of your shares, would be acceptable proof of your beneficial ownership.

You should be prepared to present photo identification for admittance. If you do not provide photo identification or comply with the other procedures outlined above upon request, you might not be admitted to the Harris stockholder meeting.

Householding

Some banks, brokers and other nominees may be participating in the practice of householding proxy statements and annual reports. This means that only one copy of this joint proxy statement/prospectus may have been sent to multiple stockholders in your household. You can request prompt delivery of a copy of this joint proxy statement/prospectus by writing to: Corporate Secretary, Harris Corporation, 1025 West NASA Boulevard, Melbourne, Florida 32919 or by calling (321) 727-9100.

Tabulation of Votes; Results of the Harris Stockholder Meeting

Representatives of Broadridge Financial Solutions Inc., referred to as Broadridge, will tabulate the votes and will act as independent inspector of election at the Harris stockholder meeting.

The preliminary voting results will be announced at the Harris stockholder meeting. In addition, within four business days following the Harris stockholder meeting, Harris intends to file the final voting results with the SEC on a Current Report on Form 8-K. If the final voting results have not been certified within that four-business-day period, Harris will report the preliminary voting results on a Current Report on Form 8-K at that time and will file an amendment to the Current Report on Form 8-K to report the final voting results within four days of the date that the final results are certified.

TABLE OF CONTENTS

Adjournments

If a quorum is present at the Harris stockholder meeting but 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, then Harris stockholders may be asked to vote on the Harris adjournment proposal.

At any subsequent reconvening of the Harris stockholder meeting at which a quorum is present, any business may be transacted that might have been transacted at the original meeting and all proxies will be voted in the same manner as they would have been voted at the original convening of the Harris stockholder meeting, except for any proxies that have been effectively revoked or withdrawn prior to the time the proxy is voted at the reconvened meeting.

Assistance

If you need assistance voting or in completing your proxy card or have questions regarding the Harris stockholder meeting, please contact Georgeson, the proxy solicitation agent for Harris:

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

HARRIS STOCKHOLDERS SHOULD CAREFULLY READ THIS JOINT PROXY STATEMENT/PROSPECTUS IN ITS ENTIRETY FOR MORE DETAILED INFORMATION CONCERNING THE MERGER AGREEMENT AND THE MERGER. IN PARTICULAR, HARRIS STOCKHOLDERS ARE DIRECTED TO THE MERGER AGREEMENT, WHICH IS ATTACHED AS ANNEX A HERETO.

TABLE OF CONTENTS

HARRIS PROPOSAL 1: APPROVAL OF SHARE ISSUANCE

This joint proxy statement/prospectus is being furnished to you as a stockholder of Harris as part of the solicitation of proxies by the Harris board of directors for use at the Harris stockholder meeting to consider and vote upon a proposal to approve the issuance of shares of Harris common stock to L3 stockholders pursuant to the merger agreement, which is attached as Annex A to this joint proxy statement/prospectus.

Under NYSE rules, stockholder approval is required prior to the issuance of shares of common stock in any transaction or series of related transactions if the number of shares of common stock to be issued is equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance of the shares of common stock pursuant to the transaction. It is currently expected that the issuance of shares of Harris common stock to L3 stockholders pursuant to the merger agreement will result in the issuance of a number of shares of common stock equal to approximately [•]% of the number of shares of Harris common stock outstanding prior to the share issuance.

Approval of the share issuance is a condition to the completion of the merger. Additionally, the completion of the merger is conditioned on the approval of the adoption of the charter amendment set forth in Harris Proposal 2. Notwithstanding the outcome of the vote on this proposal, the Harris board of directors will not issue shares of Harris common stock to L3 stockholders pursuant to the merger agreement if the Harris charter amendment proposal is not approved by Harris stockholders.

The Harris board of directors unanimously recommends that Harris stockholders approve the following resolution:

RESOLVED, that the stockholders of Harris Corporation approve the issuance of shares of common stock of Harris Corporation to stockholders of L3 Technologies, Inc., pursuant to the terms of the Agreement and Plan of Merger, dated as of October 12, 2018, between Harris Corporation, L3 Technologies, Inc. and Leopard Merger Sub Inc., in an amount necessary to complete the transactions contemplated thereby.

Approval of the Harris share issuance proposal requires the affirmative vote of a majority of votes cast on the proposal. A 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 other failure to vote will have no effect on the proposal.

IF YOU ARE A HARRIS STOCKHOLDER, THE HARRIS BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE HARRIS SHARE ISSUANCE PROPOSAL (HARRIS PROPOSAL 1)

TABLE OF CONTENTS

HARRIS PROPOSAL 2: ADOPTION OF CHARTER AMENDMENT

The Harris board of directors has approved and declared advisable, pursuant to the merger agreement, the adoption of the charter amendment. The charter amendment in its entirety is attached as Annex B to this joint proxy statement/prospectus. Harris stockholders should read the charter amendment in its entirety.

The key amendments included in the charter amendment are as follows:

- the name of the corporation will be changed to L3 Harris Technologies, Inc. ;
- with respect to the board of directors:
  - at the effective time, the board of directors of the combined company will consist of 12 directors, including (a) five Harris designees, (b) five L3 designees, (c) the Harris CEO and (d) the L3 CEO, with the Harris designees and the Harris CEO together being referred to as the former Harris directors, and the L3 designees and the L3 CEO together being referred to as the former L3 directors;
  - from the closing until the third anniversary of the closing, any action to change the number of directors or fill any vacancy requires approval of at least 75% of the then-serving directors;
  - 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; and
  - 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;
- with respect to the committees of the board of directors of the combined company:
  - as of the effective time, the board of directors of the combined company will consist of 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; and
  - from the closing until the third anniversary of the closing, the chairpersons of each such committee will be designated and approved by at least 75% of the then-serving directors;
- with respect to certain executive officers:
  - as of the effective time of the merger and 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;
  - on and after 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; and

TABLE OF CONTENTS

- as of the effective time of the merger and 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;
- from the closing until the third anniversary of the closing, the Harris CEO and L3 CEO will establish and co-chair an integration steering committee composed of executives and other employees to be mutually selected by the Harris CEO and L3 CEO;
- as of the effective time, the headquarters of the combined company will be located in Melbourne, Florida;
- from the closing until the third anniversary of the closing, certain provisions of this charter amendment, including the provisions regarding the board of directors, the committees of the board of directors and certain executive officers may not be modified, amended or repealed without the approval of at least 75% of the then-serving directors (or, where specified above, independent directors); and
- the terms of the existing provisions of the certificate of incorporation regarding the powers of the board of directors, Harris' ability to amend its certificate of incorporation, and the composition of the board of directors will each be qualified by the conditions listed above.

In addition to the key provisions discussed above, in an attempt to streamline the L3 Harris charter, the charter amendment also removed language to reflect the single-class structure of the L3 Harris board of directors and to reflect the advance notice provision of the L3 Harris bylaws.

In order to complete the merger, Harris stockholders must approve this proposal to adopt the charter amendment in addition to the share issuance described in Harris Proposal 1. If this proposal to adopt the charter amendment is approved but the share issuance described in Harris Proposal 1 is not approved, the Harris board of directors will abandon the charter amendment without further action by Harris stockholders.

The Harris board of directors unanimously recommends that Harris stockholders adopt the amendments to the certain provisions of the certificate of incorporation described here and set forth in full as Annex B.

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 the 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.

IF YOU ARE A HARRIS STOCKHOLDER, THE HARRIS BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE HARRIS CHARTER AMENDMENT PROPOSAL (HARRIS PROPOSAL 2)

TABLE OF CONTENTS

HARRIS PROPOSAL 3: ADVISORY (NON-BINDING) VOTE ON MERGER-RELATED COMPENSATION FOR NAMED EXECUTIVE OFFICERS

Pursuant to Section 14A of the Exchange Act and Rule 14a-21(c) thereunder, Harris is seeking a non-binding, advisory stockholder approval of the compensation of Harris' named executive officers that is based on or otherwise relates to the merger as disclosed 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 172. The proposal gives Harris' stockholders the opportunity to express their views on the merger-related compensation of Harris' named executive officers.

Accordingly, Harris is asking Harris stockholders to vote **FOR** the adoption of the following resolution, on a non-binding, advisory basis:

RESOLVED, that the compensation that will or may be paid or become payable to the Harris named executive officers, in connection with the merger, and the agreements or understandings pursuant to which such compensation will or may be paid or become payable, in each case as disclosed pursuant to Item 402(t) of Regulation S-K in **Interests of Harris Directors and Executive Officers in the Merger—Quantification of Payments and Benefits to Harris Named Executive Officers—Golden Parachute Compensation** are hereby APPROVED.

The vote on the advisory compensation proposal is a vote separate and apart from the vote on the proposals to approve the share issuance and adopt the charter amendment. Accordingly, if you are a Harris stockholder, you may vote to approve the Harris share issuance proposal and/or the Harris charter amendment proposal, and vote not to approve the Harris compensation proposal, and vice versa. If the merger is completed, the merger-related compensation may be paid to Harris named executive officers to the extent payable in accordance with the terms of the compensation agreements and arrangements even if Harris stockholders fail to approve the advisory vote regarding merger-related compensation.

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 (including a failure to instruct your bank, broker or other nominee to vote) will have no effect on the Harris compensation proposal, assuming a quorum is present.

The Harris board of directors unanimously recommends a vote FOR the advisory compensation proposal.

IF YOU ARE A HARRIS STOCKHOLDER, THE HARRIS BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE HARRIS COMPENSATION PROPOSAL (HARRIS PROPOSAL 3)

TABLE OF CONTENTS

HARRIS PROPOSAL 4: ADJOURNMENT OF THE HARRIS STOCKHOLDER MEETING

The Harris stockholder meeting may be adjourned to another time and place if necessary to permit solicitation of additional proxies if there are not sufficient votes 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.

Harris is asking its stockholders to authorize the holder of any proxy solicited by the Harris board of directors to vote in favor of any adjournment to the Harris stockholder meeting to solicit additional proxies if there are not sufficient votes 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.

The Harris board of directors unanimously recommends that Harris stockholders approve the proposal to adjourn the Harris stockholder meeting, if necessary.

Whether or not there is a quorum, approval of the Harris adjournment proposal requires the affirmative vote of the holders of a majority of the voting shares represented at the Harris stockholder meeting. A stockholder s abstention from voting will have the same effect as a vote **AGAINST** the Harris adjournment proposal, while a broker non-vote or other failure to vote (including a failure to instruct your bank, broker or other nominee to vote) will have no effect on the outcome of the proposal.

IF YOU ARE A HARRIS STOCKHOLDER, THE HARRIS BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE HARRIS ADJOURNMENT PROPOSAL (HARRIS PROPOSAL 4)

TABLE OF CONTENTS

THE L3 STOCKHOLDER MEETING

This joint proxy statement/prospectus is being mailed on or about [•], 2019, to holders of record of L3 common stock as of the close of business on February 22, 2019, and constitutes notice of the L3 stockholder meeting in conformity with the requirements of the DGCL.

This joint proxy statement/prospectus is being provided to L3 stockholders as part of a solicitation of proxies by the L3 board of directors and the solicitation of voting instructions by the trustees of the L3 401(k) Plans, in each case, for use at the L3 stockholder meeting and at any adjournments or postponements of the L3 stockholder meeting. L3 stockholders are encouraged to read the entire document carefully, including the annexes to and documents incorporated by reference into this document, for more detailed information regarding the merger agreement and the transactions contemplated by the merger agreement.

Date, Time and Place of the L3 Stockholder Meeting

The L3 stockholder meeting is scheduled to be held at the offices of Simpson Thacher & Bartlett LLP, located at 425 Lexington Avenue, New York, New York 10017 on April 4, 2019, beginning at 10:00 a.m., Eastern time, unless postponed to a later date.

Matters to Be Considered at the L3 Stockholder Meeting

The purposes of the L3 stockholder meeting are as follows, each as further described in this joint proxy statement/prospectus:

- *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 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.

Recommendation of the L3 Board of Directors

The L3 board of directors unanimously recommends that L3 stockholders vote:

- **L3 Proposal 1**: **FOR** the L3 merger agreement proposal;
- **L3 Proposal 2**: **FOR** the L3 compensation proposal; and
- **L3 Proposal 3**: **FOR** the L3 adjournment proposal.

After careful consideration, L3 s board of directors unanimously (a) 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 and (b) approved and declared advisable the merger agreement, the merger and the other transactions contemplated by the merger agreement.

See also the section entitled **The Merger—Recommendation of the L3 Board of Directors; L3's Reasons for the Merger** beginning on page 99.

Record Date for the L3 Stockholder Meeting and Voting Rights

The record date to determine who is entitled to receive notice of and to vote at the L3 stockholder meeting or any adjournments or postponements thereof is February 22, 2019. As of the close of business on the record date, there

were [•] shares of L3 common stock outstanding and entitled to vote at the L3 stockholder meeting. Each holder of L3 common stock is entitled to one vote for any matter properly brought before the L3 stockholder meeting for each share of L3 common stock such holder owned at the close of business on the record date. Only L3 stockholders of record at the close of business on the record date are entitled to receive notice of and to vote at the L3 stockholder meeting and any and all adjournments or postponements thereof.

Quorum; Abstentions and Broker Non-Votes

A quorum of stockholders is necessary to conduct the L3 stockholder meeting. The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of L3 common stock entitled to vote at the L3 stockholder meeting is necessary to constitute a quorum. Shares of L3 common stock represented at the

TABLE OF CONTENTS

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. If a quorum is not present, the L3 stockholder meeting will be postponed until the holders of the number of shares of L3 common stock required to constitute a quorum attend.

Under NYSE rules, banks, brokers or other nominees who hold shares in street name for a beneficial owner of those shares typically have the authority to vote in their discretion on routine proposals when they have not received instructions from beneficial owners. However, banks, brokers or other nominees are not allowed to exercise their voting discretion with respect to the approval of matters that the NYSE determines to be non-routine. Generally, 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 routine proposals to be voted on at a meeting of stockholders, but is not permitted to vote on other non-routine 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. Under the NYSE rules, non-routine matters include the L3 merger agreement proposal (L3 Proposal 1), the L3 compensation proposal (L3 Proposal 2) and the L3 adjournment proposal (L3 Proposal 3). Because none of the proposals to be voted on at the L3 stockholder meeting are routine matters for which brokers may have discretionary authority to vote, L3 does not expect any broker non-votes at the L3 stockholder meeting. As a result, if you hold your shares of L3 common stock in street name, your shares will not be represented and will not be voted on any matter unless you affirmatively instruct your bank, broker or other nominee how to vote your shares in one of the ways indicated by your bank, broker or other nominee. It is therefore critical that you cast your vote by instructing your bank, broker or other nominee on how to vote.

Required Votes; Vote of L3 s Directors and Executive Officers

Except for the L3 adjournment proposal, the vote required to approve all of the proposals listed herein assumes the presence of a quorum.

Proposal		**Votes Necessary**
L3 Proposal 1	L3 Merger Agreement Proposal	Approval requires the affirmative vote of a majority of the outstanding shares of L3 common stock entitled to vote thereon. A failure to vote, a broker non-vote or an abstention will have the same effect as a vote **AGAINST** this proposal.
L3 Proposal 2	L3 Compensation Proposal	Approval requires the affirmative vote of a majority of the votes cast at the L3 stockholder meeting on this proposal (meaning the number of votes cast **FOR** this proposal must exceed the votes cast **AGAINST**). A failure to vote, a broker non-vote or an abstention will have no effect on the outcome of this proposal.
L3 Proposal 3	L3 Adjournment Proposal	Approval requires the affirmative vote of a majority in voting power of the shares of L3 common stock so represented at the L3 stockholder meeting.

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 this proposal.

As of the record date, L3 directors and executive officers, and their affiliates, as a group, owned and were entitled to vote [•] shares of L3 common stock, or approximately [•]% of the total outstanding shares of L3 common stock. 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

TABLE OF CONTENTS

proposal, **FOR** the L3 compensation proposal and **FOR** the L3 adjournment proposal. See also the section entitled **Interests of L3's Directors And Executive Officers In The Merger** beginning on page 174; and the arrangements described in Part III of L3's Annual Report on Form 10-K for the year ended December 31, 2017 and L3's Definitive Proxy Statement on Schedule 14A for L3's annual meeting filed with the SEC on March 23, 2018, both of which are incorporated into this joint proxy statement/prospectus by reference.

Methods of Voting

- *By Internet*: If you are a stockholder of record, or if you hold an interest in shares of L3 common stock through the L3 Technologies Master Savings Plan or the Aviation Communications & Surveillance Systems 401(k) Plan (each is referred to as an L3 401(k) Plan), you can vote at www.proxyvote.com, 24 hours a day, seven days a week. You will need the 16-digit control number included on your proxy card or your paper voting instruction form (if you received a paper copy of the proxy materials).
- *By Telephone*: If you are a stockholder of record, or if you hold an interest in shares of L3 common stock through an L3 401(k) Plan, you can vote using a touch-tone telephone by calling 1-800-690-6903, 24 hours a day, seven days a week. You will need the 16-digit control number included on your proxy card or your paper voting instruction form (if you received a paper copy of the proxy materials).
- *By Mail*: If you have received a paper copy of the proxy materials by mail, you may complete, sign, date and return by mail the paper proxy card or voting instruction form sent to you in the envelope provided to you with your proxy materials or voting instruction form.
- *In Person:* All stockholders of record may vote in person at the meeting. If you hold your shares through a bank, broker or other nominee in street name (instead of as a registered holder), you must obtain a legal proxy from your bank, broker or other nominee and bring the legal proxy to the meeting in order to vote in person at the meeting. If you hold an interest in shares of L3 common stock through an L3 401(k) Plan, you may attend, but may not vote in person at, the L3 stockholder meeting. For more information on how to attend in person, see the section entitled **The L3 Stockholder Meeting—Attending the L3 Stockholder Meeting** beginning on page 75.
- *Through your Bank, Broker or Other Nominee*: If you hold your shares through a bank, broker or other nominee in street name instead of as a registered holder, you may vote by submitting your voting instructions to your bank, broker or other nominee. In most instances, you will be able to do this over the Internet, by telephone, or by mail as indicated above. Please refer to the information from your bank, broker or other nominee on how to submit voting instructions. If you do not provide voting instructions to your bank, broker or other nominee, your shares of L3 common stock will not be voted on any proposal as your bank, broker or other nominee does not have discretionary authority to vote on any of the proposals to be voted on at the L3 stockholder meeting; see the section entitled **The L3 Stockholder Meeting—Quorum; Abstentions and Broker Non-Votes** beginning on page 71.

If you are a stockholder of record, proxies submitted over the Internet, by telephone or by mail as described above must be received by 11:59 p.m., Eastern time, on April 3, 2019.

Notwithstanding the above, if you hold your shares in street name and you submit voting instructions to your bank, broker or other nominee, your instructions must be received by the bank, broker or other nominee prior to the deadline set forth in the information from your bank, broker or other nominee on how to submit voting instructions.

If you deliver a proxy pursuant to this joint proxy statement/prospectus, but do not specify a choice with respect to any proposal set forth in this joint proxy statement/prospectus, your underlying shares of L3 common stock will be voted on such uninstructed proposal in accordance with the recommendation of the L3 board of directors. L3 does not expect that any matter other than the proposals listed above will be brought before the L3 stockholder meeting and L3 s amended and restated bylaws, which are referred to as the L3 bylaws, provide that only business that may be conducted at the L3 stockholder meeting are those proposals brought before the meeting pursuant to this joint proxy

statement/prospectus.

73

TABLE OF CONTENTS

Voting of Shares Held through an L3 401(k) Plan

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

If you hold an interest in shares of L3 common stock through an L3 401(k) Plan, proxies submitted over the Internet, by telephone or mail as described above must be received by 11:59 p.m., Eastern time, on April 1, 2019.

Revocability of Proxies

Any stockholder giving a proxy has the right to revoke it before the proxy is voted at the L3 stockholder meeting by any of the following actions:

- by sending a signed written notice that you revoke your proxy to L3's corporate secretary, bearing a later date than your original proxy and mailing it so that it is received prior to the L3 stockholder meeting;
- by subsequently submitting a new proxy (including by submitting a proxy via the Internet or telephone) at a later date than your original proxy so that the new proxy is received prior to deadline specified on the accompanying proxy card; or
- by voting in person at the L3 stockholder meeting.

Execution or revocation of a proxy will not in any way affect the stockholder s right to attend the stockholder meeting and vote in person.

Written notices of revocation and other communications with respect to the revocation of proxies should be addressed to:

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

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

Unless revoked, all proxies representing shares entitled to vote that are delivered pursuant to this solicitation will be voted at the L3 stockholder meeting and, where a choice has been specified on the proxy card, will be voted in accordance with such specification. If an L3 stockholder makes no specification on his, her or its proxy card as to how such L3 stockholder should want his, her or its shares of L3 common stock voted, such proxy will be voted as recommended by the L3 board of directors as stated in this joint proxy statement/prospectus, specifically **FOR** the L3 merger agreement proposal, **FOR** the L3 compensation proposal and **FOR** the L3 adjournment proposal.

Proxy Solicitation Costs

L3 is soliciting proxies to provide an opportunity to all L3 stockholders to vote on agenda items, whether or not the stockholders are able to attend the L3 stockholder meeting or an adjournment or postponement thereof. L3 will bear the entire cost of soliciting proxies from its stockholders, except that L3 and Harris have agreed to each pay one half of the costs and expenses of filing, printing and mailing this joint proxy statement/prospectus and all filing and other

similar fees payable to the SEC in connection with this joint proxy statement/prospectus. In addition to the solicitation of proxies by mail, L3 will request that banks, brokers and other nominee record holders send proxies and proxy material to the beneficial owners of L3 common stock and secure their voting instructions, if necessary. L3 may be required to reimburse those banks, brokers and other nominees on request for their reasonable expenses in taking those actions.

L3 has also made arrangements with Innisfree to assist in soliciting proxies and in communicating with L3 stockholders and estimates that it will pay them a fee of approximately $25,000 plus reimbursement for

TABLE OF CONTENTS

certain out-of-pocket fees and expenses. L3 also 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). Proxies may be solicited on behalf of L3 in person, by mail, by telephone, by facsimile, by messenger, via the Internet or by other means of communication, including electronic communication, or by L3 directors, officers and other employees in person, by mail, by telephone, by facsimile, via the Internet or by other means of communication, including electronic communication. Directors, officers and employees of L3 will not be specially compensated for their services or solicitation in this regard.

Attending the L3 Stockholder Meeting

If you wish to attend the L3 stockholder meeting, you must be a stockholder of record of L3 at the close of business on February 22, 2019 (the record date for the L3 stockholder meeting), and you must register and request an admission ticket in advance.

Tickets will be issued to registered and beneficial owners. If you hold your shares of L3 common stock through a bank, broker or other nominee (i.e., you are not a registered holder), or if you hold shares of L3 common stock through an L3 401(k) Plan, you may register and request an admission ticket by visiting www.proxyvote.com and following the instructions provided (you will need the 16-digit control number included on your proxy card or your paper voting instruction form (if you received a paper copy of the proxy materials)). If you own your shares of L3 common stock directly in your name in L3 s stock records maintained by Computershare, you may register and request an admission ticket by visiting www.proxyvote.com and following the instructions provided (you will need the 16-digit control number included on your proxy card).

Requests for admission tickets will be processed in the order in which they are received and must be requested no later than April 3, 2019. Please note that seating is limited and admission to the meeting will be on a first-come, first-served basis. On the day of the meeting, each L3 stockholder will be required to present valid picture identification such as a driver s license or passport with their admission ticket. Seating will begin at 9:30 a.m., and the meeting will begin at 10:00 a.m. Cameras (including cell phones with photographic capabilities), recording devices and other electronic devices will not be permitted at the L3 stockholder meeting. You will be required to enter through a security check point before being granted access to the L3 stockholder meeting.

If you plan to attend the L3 stockholder meeting and vote in person, L3 still encourages you to vote in advance by the Internet, telephone or (if you received a paper copy of the proxy materials) by mail so that your vote will be counted even if you later decide not to attend the L3 stockholder meeting. Voting your proxy by the Internet, telephone or mail will not limit your right to vote at the L3 stockholder meeting if you later decide to attend in person. If you own your shares of L3 common stock through an L3 401(k) Plan, you may attend, but not vote your shares in person at the L3 stockholder meeting and must instead vote in advance of the L3 stockholder meeting in the manner set forth under the section entitled **The L3 Stockholder Meeting—Methods of Voting** beginning on page 73. If you own your shares of L3 common stock in street name and wish to vote in person at the L3 stockholder meeting, you must request a legal proxy from your bank or broker or obtain a proxy from the record holder.

Householding

SEC rules permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements and notices with respect to two or more stockholders sharing the same address by delivering a single proxy statement or a single notice addressed to those stockholders. This process, which is commonly referred to as householding, provides cost savings for companies. Some brokers household proxy materials, delivering a single proxy statement or notice to multiple stockholders sharing an address unless contrary instructions have been received from the affected stockholders. Once you have received notice from your broker that they will be householding materials to your

address, householding will continue until you are notified otherwise or until you revoke your consent. If, at any time, you no longer wish to participate in householding and would prefer to receive a separate proxy statement or notice, or if your household is receiving multiple copies of these documents and you wish to request that future deliveries be limited to a single copy, please notify your broker. You can request prompt delivery of a copy of this joint proxy statement/prospectus by writing to: Corporate Secretary, L3 Technologies, Inc., 600 Third Avenue, New York, New York 10016 or by calling (212) 697-1111.

TABLE OF CONTENTS

Tabulation of Votes; Results of the L3 Stockholder Meeting

Representatives of Broadridge will tabulate the votes and will act as independent inspector of election at the L3 stockholder meeting.

Preliminary voting results will be announced at the L3 stockholder meeting. In addition, L3 intends to file the final voting results with the SEC on a Current Report on Form 8-K within four business days after the L3 stockholder meeting.

Adjournments

The chairman of the meeting or a majority in voting power of the shares represented at the meeting may adjourn the meeting from time to time, whether or not there is such a quorum.

If a quorum is present at the L3 stockholder meeting but there are not sufficient votes at the time of the L3 stockholder meeting to approve the L3 merger agreement proposal, then L3 stockholders may be asked to vote on the L3 adjournment proposal.

If the adjournment is for more than 30 days, L3 will give notice of the adjourned meeting to each L3 stockholder of record entitled to vote at the L3 stockholder meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned L3 stockholder meeting, the L3 board of directors will fix as the record date for determining L3 stockholders entitled to notice of such adjourned L3 stockholder meeting the same or an earlier date as that fixed for determination of L3 stockholders entitled to vote at the adjourned L3 stockholder meeting, and will give notice of adjourned L3 stockholder meeting to each L3 stockholder of record entitled to vote at such adjourned meeting L3 stockholder meeting as of the record date so fixed for notice of such adjourned L3 stockholder meeting.

At any subsequent reconvening of the L3 stockholder meeting at which a quorum is present, any business may be transacted that might have been transacted at the original meeting and all proxies will be voted in the same manner as they would have been voted at the original convening of the L3 stockholder meeting, except for any proxies that have been effectively revoked or withdrawn prior to the time the proxy is voted at the reconvened meeting.

Assistance

If you need assistance voting or in completing your proxy card or have questions regarding the L3 stockholder meeting, please contact Innisfree, the proxy solicitation agent for L3:

501 Madison Avenue, 20th Floor
New York, New York 10022
Stockholders may call toll-free: (877) 717-3898
Banks and brokers may call collect: (212) 750-5833

L3 STOCKHOLDERS SHOULD CAREFULLY READ THIS JOINT PROXY STATEMENT/PROSPECTUS IN ITS ENTIRETY FOR MORE DETAILED INFORMATION CONCERNING THE MERGER AGREEMENT AND THE MERGER. IN PARTICULAR, L3 STOCKHOLDERS ARE DIRECTED TO THE MERGER AGREEMENT, WHICH IS ATTACHED AS ANNEX A HERETO.

TABLE OF CONTENTS

L3 PROPOSAL 1: ADOPTION OF THE MERGER AGREEMENT

This joint proxy statement/prospectus is being furnished to you as a stockholder of L3 as part of the solicitation of proxies by the L3 board of directors for use at the L3 stockholder meeting to consider and vote upon a proposal to adopt the merger agreement, which is attached as Annex A to this joint proxy statement/prospectus.

The L3 board of directors, after due and careful discussion and consideration, 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.

The L3 board of directors accordingly unanimously recommends that L3 stockholders adopt the merger agreement, as disclosed in this joint proxy statement/prospectus and particularly the related narrative disclosures in the sections of this joint proxy statement/prospectus entitled **The Merger** beginning on page 80 and **The Merger Agreement** beginning on page 128 and as attached as Annex A to this joint proxy statement/prospectus.

The merger between Merger Sub and L3 cannot be completed without the affirmative vote of a majority of the outstanding shares of L3 common stock entitled to vote thereon. A failure to vote, a broker non-vote or an abstention will have the same effect as a vote **AGAINST** the proposal to adopt the merger agreement.

IF YOU ARE AN L3 STOCKHOLDER, THE L3 BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE L3 MERGER AGREEMENT PROPOSAL (L3 PROPOSAL 1)

TABLE OF CONTENTS

L3 PROPOSAL 2: ADVISORY (NON-BINDING) VOTE ON MERGER-RELATED COMPENSATION FOR NAMED EXECUTIVE OFFICERS

Pursuant to Section 14A of the Exchange Act and Rule 14a-21(c) thereunder, L3 is seeking a non-binding, advisory stockholder approval of the compensation of L3's named executive officers that is based on or otherwise relates to the merger as disclosed 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 172. The proposal gives L3's stockholders the opportunity to express their views on the merger-related compensation of L3's named executive officers.

Accordingly, L3 is asking L3 stockholders to vote **FOR** the adoption of the following resolution, on a non-binding, advisory basis:

RESOLVED, that the compensation that will or may be paid or become payable to L3 s named executive officers, in connection with the merger, and the agreements or understandings pursuant to which such compensation will or may be paid or become payable, in each case as disclosed pursuant to Item 402(t) of Regulation S-K in **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** are hereby APPROVED.

The vote on the advisory compensation proposal is a vote separate and apart from the vote to adopt the merger agreement. Accordingly, if you are an L3 stockholder, you may vote to approve the L3 merger agreement proposal, and vote not to approve the L3 compensation proposal, and vice versa. If the merger is completed, the merger-related compensation may be paid to L3 s named executive officers to the extent payable in accordance with the terms of the compensation agreements and arrangements even if L3 stockholders fail to approve the advisory vote regarding merger-related compensation.

The affirmative vote of a majority of the votes cast at the L3 stockholder meeting on the L3 compensation proposal is required to approve the L3 compensation proposal (meaning the number of votes cast at the L3 stockholder meeting **FOR** the L3 compensation proposal must exceed votes cast **AGAINST** in order for the L3 compensation proposal to be approved). A broker non-vote, a failure to vote, a failure to instruct your bank, broker or other nominee to vote, or an abstention will have no effect on the L3 compensation proposal, assuming a quorum is present.

The L3 board of directors unanimously recommends a vote FOR the advisory L3 compensation proposal.

IF YOU ARE AN L3 STOCKHOLDER, THE L3 BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE L3 COMPENSATION PROPOSAL (L3 PROPOSAL 2)

TABLE OF CONTENTS

L3 PROPOSAL 3: ADJOURNMENT OF THE L3 STOCKHOLDER MEETING

The L3 stockholder meeting may be adjourned to another time and place if necessary to permit solicitation of additional proxies if there are not sufficient votes 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.

L3 is asking its stockholders to authorize the holder of any proxy solicited by the L3 board of directors to vote in favor of any adjournment of 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 this joint proxy statement/prospectus is timely provided to L3 stockholders.

The L3 board of directors unanimously recommends that L3 stockholders approve the proposal to adjourn the L3 stockholder meeting, if necessary.

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. A stockholder s abstention from voting will have the same effect as a vote **AGAINST** the L3 adjournment proposal, while a broker non-vote or failure to vote (including a failure to instruct your bank, broker or other nominee to vote) will have no effect on the outcome of the proposal.

Under the L3 bylaws, the chairman of the L3 stockholder meeting may adjourn the L3 stockholder meeting regardless of the outcome of the L3 adjournment proposal.

IF YOU ARE AN L3 STOCKHOLDER, THE L3 BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE L3 ADJOURNMENT PROPOSAL (L3 PROPOSAL 3)

TABLE OF CONTENTS

THE MERGER

The following is a description of the material aspects of the merger. While Harris and L3 believe that the following description covers the material terms of the merger, the description may not contain all of the information that is important to you. You are encouraged to read carefully this entire joint proxy statement/prospectus, including the text of the merger agreement attached to this joint proxy statement/prospectus as Annex A, for a more complete understanding of the merger. In addition, important business and financial information about each of Harris and L3 is included in or incorporated by reference into this joint proxy statement/prospectus. See ***Where You Can Find More Information*** *beginning on page 215.*

General

Harris and L3 have entered into the merger agreement, which provides for the merger of Merger Sub, a Delaware corporation and a wholly-owned subsidiary of Harris, with and into L3. As a result of the merger, the separate existence of Merger Sub will cease and L3 will continue its existence under the laws of the State of Delaware as the surviving corporation and a wholly-owned subsidiary of the combined company, which will be renamed L3 Harris Technologies, Inc. upon consummation of the merger.

Exchange Ratio

At the effective time, each share of L3 common stock (other than excluded shares, which refers to shares of L3 common stock owned by Harris, Merger Sub or any other direct or indirect wholly-owned subsidiary of Harris and shares of L3 common stock owned by L3 or any direct or indirect wholly-owned subsidiary of L3, in each case other than any such shares owned by an L3 benefit plan or held on behalf of third parties) will be converted into the right to receive 1.30 shares of Harris common stock.

No fractional shares of Harris common stock will be issued upon the conversion of shares of L3 common stock pursuant to the merger agreement. All fractional shares of Harris common stock that a holder of shares of L3 common stock would be otherwise entitled to receive pursuant to the merger agreement will be aggregated, and such holder will be entitled to receive a cash payment, without interest, in lieu of any such fractional share, equal to the product (rounded down to the nearest cent) of (a) the amount of such fractional share interest in a share of Harris common stock to which such holder would be entitled pursuant to the merger agreement and (b) an amount equal to the average of the daily volume weighted average price per share of Harris common stock on the NYSE calculated for the five consecutive trading days ending on the second full trading day immediately prior to (and not including) the closing date.

The exchange ratio is fixed, which means that it will not change between now and the date of the merger, regardless of whether the market price of either Harris common stock or L3 common stock changes. Therefore, the value of the merger consideration will depend on the market price of Harris common stock at the effective time. The market price of Harris common stock has 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 stockholder meetings, the date the merger is completed and thereafter. The market price of L3 Harris common stock, when received by L3 stockholders after the merger is completed, could be greater than, less than or the same as the market price of Harris common stock on the date of this joint proxy statement/prospectus or at the time of the stockholder meeting. Accordingly, you should obtain current stock price quotations for Harris common stock and L3 common stock before deciding how to vote with respect to any of the proposals described in this joint proxy statement/prospectus. Both Harris and L3 s common stock is traded on the NYSE under the symbols HRS and LLL, respectively.

Background of the Merger

In the ordinary course of business and independently of each other, the senior management and board of directors of each of Harris and L3 regularly review, assess and discuss developments in their company s industry segments, their company s performance, strategy and competitive position in the industries in which they operate, and strategic options available to their company s businesses in light of economic and market conditions with a view towards stockholder value enhancement.

As part of each company s ongoing reviews and assessments, representatives of each of Harris and L3 have, from time to time, discussed with other companies potential business combination, joint venture, strategic alliance and other strategic transactions to enhance stockholder value and further the strategic objectives of their company.

TABLE OF CONTENTS

At various meetings of the Harris board of directors beginning in 2016, consistent with its ordinary course practice of considering potential transactions that could enhance stockholder value and further Harris strategic objectives, the Harris board of directors discussed the possibility of exploring a potential merger of equals combination of Harris and L3, which is referred to as the potential combination, and expressed support for Mr. William M. Brown, Chairman, President and Chief Executive Officer of Harris, to raise the topic of exploring the potential combination with L3.

In the spring and summer of 2017, Mr. Brown initially raised and informally discussed the topic of both companies exploring the potential combination with L3 s then-serving chairman and chief executive officer. Such informal discussions ended without either Harris or L3 making a proposal to the other.

On March 6, 2018, at Mr. Brown s request, Mr. Brown had an in-person meeting with Mr. Christopher E. Kubasik, who had been elected Chief Executive Officer and President of L3 effective January 1, 2018. During this meeting, Messrs. Brown and Kubasik discussed their respective perspectives of the industry environment in which both Harris and L3 operate, including mergers and acquisitions activity in the industry and industry dynamics affecting mid-size contractors. Mr. Brown also raised the topic of exploring a potential merger of equals combination of Harris and L3. Mr. Brown indicated that, among other things, the potential combination could be accretive to both Harris and L3 stockholders, could achieve significant synergies and the potential combined company could more effectively compete in the current market environment. Mr. Brown also noted that the Harris board of directors had discussed the possibility of exploring the potential combination and had expressed support for Mr. Brown raising the topic of both companies exploring the potential combination to Mr. Kubasik. Messrs. Brown and Kubasik discussed the potential merits of, and other considerations associated with, the potential combination, including the potential stockholder value creation that could be realized by the potential combination, and agreed that numerous matters would need to be addressed in connection with exploring the potential combination, including due diligence, financial terms and the governance of the potential combined company. At the conclusion of this discussion, Mr. Brown suggested that representatives of Harris and L3 meet to preliminarily discuss the synergies that could potentially be realized by the potential combination and whether a merger of equals would be supported by financial, business, operational and other considerations. Mr. Kubasik conveyed that he would discuss the topic of exploring the potential combination with the L3 board of directors. After the meeting, Mr. Kubasik informed Mr. Robert B. Millard, L3 s lead independent director, of his meeting with Mr. Brown, including their discussion regarding the potential combination.

On April 26, 2018, the Harris board of directors held a regularly scheduled meeting, which included members of Harris senior management. At this meeting, Mr. Brown reported to the Harris board of directors regarding his March 6, 2018 meeting with Mr. Kubasik. Following discussion, the Harris board of directors expressed ongoing support for Mr. Brown continuing to discuss the topic of exploring the potential combination with Mr. Kubasik while keeping the Harris board of directors apprised of the status of his discussions.

On May 8, 2018, the L3 board of directors held a regularly scheduled meeting with members of L3 s senior management attending. At this meeting, Mr. Kubasik, who had been elected Chairman of the L3 board of directors on May 7, 2018, reported to the L3 board of directors regarding his March 6, 2018 meeting with Mr. Brown and Mr. Brown s proposal that both companies explore the potential combination. Mr. Kubasik noted, among other things, that he would discuss and review L3 s corporate strategies more comprehensively at the L3 board of directors next regularly scheduled meeting in July 2018. Following discussion, the L3 board of directors authorized and instructed Mr. Kubasik to continue to explore with Mr. Brown the potential combination while keeping the L3 board of directors apprised of the status of his discussions.

On May 22, 2018 and May 23, 2018, Messrs. Kubasik and Brown met again in person, and Mr. Kubasik conveyed that the L3 board of directors was supportive of him discussing the possibility of exploring the potential combination with Mr. Brown. Mr. Brown indicated, among other things, that Harris preliminarily estimated that the potential combined company could realize approximately $400 – $500 million of gross cost synergies by the third year following

completion of the potential combination. To facilitate further assessment of the potential combination, Messrs. Kubasik and Brown concluded that the next step would be for selected members of Harris and L3 s senior management to meet and review certain business, operational and financial information to provide, on a preliminary basis, further visibility into the potential synergies that could be realized by the potential combination. Messrs. Kubasik and Brown also agreed to prepare and put in place a mutual confidentiality agreement to facilitate further exploratory discussions between representatives of Harris and L3 and the mutual sharing of due diligence information.

TABLE OF CONTENTS

On June 4, 2018, Harris and L3 executed a mutual confidentiality agreement.

On June 15, 2018, Mr. Brown and other members of Harris senior management met in person with Mr. Kubasik and other members of L3 s senior management. At this meeting, the representatives of Harris and L3 had a preliminary and exploratory discussion regarding the various benefits and considerations associated with the potential combination, including potential synergies that could be realized and the enhanced capabilities of the potential combined company to compete in the industry segments in which it would operate, and further discussed the various matters that would need to be addressed in connection with further exploring the potential combination, including due diligence and governance of the potential combined company. At the conclusion of the meeting, Messrs. Kubasik and Brown had a separate conversation regarding potential governance arrangements. Mr. Brown shared with Mr. Kubasik his preliminary perspectives regarding the potential governance structure of the potential combined company, including that the board of directors of the potential combined company should include an equal number of directors of both Harris and L3 for an initial period after completion of the potential combination. Messrs. Kubasik and Brown agreed that, in order to promote the success of the integration of the companies respective business operations following the potential combination and ensure that both companies will continue to execute on their respective operational commitments, the potential combined company would benefit from the joint leadership of Mr. Brown and Mr. Kubasik for an initial period after the potential combination. In that context, Messrs. Brown and Kubasik also discussed that Mr. Brown would serve as chairman and chief executive officer of the potential combined company for an initial period (potentially two years) following the potential combination with Mr. Kubasik initially serving as president and chief operating officer and ultimately succeeding Mr. Brown as chairman and chief executive officer after such initial period. Messrs. Brown and Kubasik each indicated that they would discuss this structure with their respective board of directors in connection with their board of directors overall evaluation of the potential combination.

Over the following weeks, Mr. Brown informed the directors of Harris, and Mr. Kubasik informed the directors of L3, of Harris and L3 s ongoing exploratory discussions regarding the potential combination, including initial thoughts on the potential governance structure of the potential combined company as Messrs. Brown and Kubasik had discussed at their June 15, 2018 meeting.

On June 21, 2018, the Harris board of directors held a regularly scheduled meeting, which included members of Harris senior management. At this meeting, the Harris board of directors and Harris senior management discussed the topic of the potential combination, including then-recent developments in L3 s business and operations, potential synergies that could be realized by the potential combination, and the pro forma financials of the potential combined company. Following this discussion, the Harris board of directors expressed ongoing support for continuing discussions regarding the potential combination.

On July 9, 2018 and July 10, 2018, the L3 board of directors convened for its regularly scheduled meeting with representatives of L3 s senior management and Simpson Thacher & Bartlett LLP, L3 s legal counsel, referred to as Simpson Thacher, attending. The representatives of Simpson Thacher reviewed with the L3 board of directors certain legal matters, including the directors fiduciary duties under Delaware law. Representatives of L3 s senior management discussed with the L3 board of directors, among various other matters, the status of certain strategic objectives for fiscal year 2018, certain 2018 second quarter operational matters, a three-year business outlook and L3 s financial performance. The representatives of L3 s senior management also reviewed with the L3 board of directors certain potential strategic partners for a business combination (which included Harris) and certain financial metrics calculated on a pro forma basis for a combination with each such partner (including Harris). The representatives of L3 s senior management also noted, among other matters, that L3 would likely not, on a standalone basis through organic growth, be able to achieve the size and scale for L3 to become the sixth prime contractor and stated that L3 should be open to considering a potential transformational transaction if the right opportunity presented itself. As part of this review, Mr. Kubasik reviewed the preliminary discussions and meetings that he and other members of L3 s senior management had

to date with Mr. Brown and the other representatives of Harris senior management. Following discussion, the L3 board of directors authorized and instructed Mr. Kubasik and the other members of L3 s senior management team to continue their preliminary discussions with Harris regarding the potential combination, including the exchange of information with Harris to better understand each company s businesses, confirm the potential for synergies that could be realized if the companies each determined to pursue the potential combination and further discuss the potential governance structure of the potential combined company.

TABLE OF CONTENTS

On July 11, 2018, Messrs. Kubasik and Brown spoke telephonically. Mr. Kubasik conveyed to Mr. Brown that the L3 board of directors supported the ongoing exploratory discussions regarding the potential combination. Messrs. Kubasik and Brown also discussed potential governance arrangements for the potential combined company, including that the board of directors of the potential combined company would include an equal number of directors of L3 and Harris and the possibility of Mr. Brown serving as chairman and chief executive officer of the potential combined company for an initial period (potentially two years) following the potential combination and Mr. Kubasik initially serving as president and chief operating officer and ultimately succeeding Mr. Brown as chairman and chief executive officer after such initial period. Messrs. Kubasik and Brown also discussed arranging a meeting of selected members of Harris and L3 s senior management to continue the exploratory discussions regarding the potential combination.

On July 21, 2018, Mr. Brown met with Mr. Kubasik in person to continue their exploratory discussions regarding the potential combination, including with respect to potential transaction structures, the possible strategic and financial benefits of the potential combination and the complementary businesses of Harris and L3. Messrs. Kubasik and Brown reviewed, on a preliminary basis, exchange ratio mechanics in the context of merger of equals transactions and identified various topics regarding the governance arrangements for the potential combined company for further discussion, including the roles and responsibilities of Messrs. Brown and Kubasik. In that context, Messrs. Kubasik and Brown also discussed naming the potential combined company L3 Harris Technologies, Inc. and locating its headquarters in Melbourne, Florida.

On July 23, 2018, Mr. Kubasik contacted Mr. Millard to update him regarding the exploratory discussions with Harris since the July 9, 2018 and July 10, 2018 meeting of the L3 board of directors, including the substance of the July 21, 2018 meeting with Mr. Brown. Following discussion, Mr. Millard indicated that he was supportive of Mr. Kubasik and the L3 senior management team continuing their exploratory discussions with Harris senior management team regarding the potential combination.

On July 25, 2018, Mr. Kubasik updated the L3 board of directors telephonically regarding his and the L3 senior management team s exploratory discussions and meetings with Harris since the July 9, 2018 and July 10, 2018 meeting of the L3 board of directors, including a potential governance structure of the potential combined company as had been preliminarily discussed between him and Mr. Brown. Following discussion, the L3 board of directors authorized and instructed Mr. Kubasik and the other members of L3 s senior management team to continue their discussions with Harris senior management team to explore the feasibility of the potential combination.

Later on July 25, 2018, Messrs. Brown and Scott T. Mikuen, Senior Vice President, General Counsel and Secretary of Harris, provided an update to Terry D. Growcock, Harris lead independent director at this time, regarding the exploratory discussions that took place on July 21, 2018 between Messrs. Brown and Kubasik. Following discussion, Mr. Growcock indicated that he was supportive of Mr. Brown and the Harris senior management team continuing their exploratory discussions with L3 s senior management, particularly in light of the ongoing support expressed by the Harris board of directors for the continuation of these exploratory discussions.

On July 27, 2018, Mr. Kubasik contacted Mr. Brown telephonically to inform him of the update call with the L3 board of directors, including that the L3 board of directors expressed its support regarding the framework of the proposed governance arrangements for the potential combined company that had been preliminarily discussed on July 11, 2018 and July 21, 2018, and that L3 was prepared to continue the exploratory discussions with Harris regarding the potential combination. Messrs. Kubasik and Brown then agreed to schedule further discussions and diligence meetings in August 2018, including a potential in-person meeting near the end of August.

On July 31, 2018, Mr. Brown updated the Harris board of directors on the status of the ongoing preliminary discussions regarding, and exploration of, the potential combination.

On August 7, 2018, Mr. Brown and other members of Harris senior management team spoke telephonically with Mr. Kubasik and other members of L3 s senior management team regarding the status of the preliminary and exploratory mutual due diligence process and information shared to date in connection therewith, including the possibility of arranging mutual due diligence meetings in late August 2018 with a particular focus on potential synergies and certain businesses of Harris and L3.

TABLE OF CONTENTS

On August 14, 2018, the Harris board of directors held an informational teleconference, together with Mr. Mikuen, with all directors except Mr. Vyomesh I. Joshi in attendance. Mr. Brown and Mr. Mikuen updated the Harris board of directors on the status of ongoing exploratory discussions regarding the potential combination, including preliminary discussions to-date regarding proposed governance arrangements for the potential combined company, and the status of the preliminary and exploratory mutual due diligence process. The Harris board of directors discussed exchange ratio mechanics in the context of merger of equals transactions, including the concept of an at-market exchange ratio. With respect to the proposed governance arrangements for the potential combined company, the Harris board of directors expressed that its support for a transaction was predicated in part on Mr. Brown being involved for at least three years following the closing of the potential combination to ensure he would remain at the potential combined company long enough to optimize integration, given Mr. Brown s successful track record at integrating acquired operations. The Harris board of directors also discussed firms that could be engaged to provide financial advisory services in connection with the Harris board of directors ongoing consideration of the potential combination.

On August 21, 2018, Messrs. Brown and Mikuen updated Mr. Joshi regarding the topics discussed during the August 14, 2018 informational teleconference, and Mr. Joshi expressed his agreement with the views expressed by the Harris board of directors during such teleconference.

On August 25, 2018, the Harris board of directors held a regularly scheduled meeting, which included members of Harris senior management. At this meeting, the Harris board of directors expressed ongoing support for continuing discussions regarding the potential combination and expressed support for moving forward beyond the preliminary evaluative phase theretofore conducted and progress to negotiation discussions to determine whether an acceptable transaction could be achieved. The Harris board of directors provided guidance and direction to Harris senior management with respect to discussions regarding governance arrangements for the potential combined company, and the Harris board of directors reiterated that its support for a transaction was predicated in part on Mr. Brown being involved for at least three years following the closing of the potential combination to optimize integration and Mr. Brown remaining as chairman of the potential combined company for such three-year period. The Harris board of directors also approved the engagement of Morgan Stanley to provide financial advisory services in connection with the Harris board of directors ongoing consideration of the potential combination, subject to Morgan Stanley agreeing to engagement terms acceptable to Harris and L3 determining to move forward beyond the preliminary evaluative phase theretofore conducted and progress to negotiation discussions to determine whether an acceptable transaction could be achieved. The Harris board of directors selected Morgan Stanley because of its reputation as a highly regarded investment bank, substantial knowledge of the defense industry, familiarity with Harris and extensive experience in providing financial advice in connection with merger of equals transactions.

On August 28, 2018, Messrs. Kubasik and Brown met for dinner to continue their discussion regarding the potential combination. During this meeting, Mr. Brown conveyed to Mr. Kubasik that the Harris board of directors had expressed that its support for a transaction was predicated in part on Mr. Brown being involved for at least three years following the closing of the potential combination to optimize integration and Mr. Brown remaining as chairman of the potential combined company for such three-year period.

On August 29, 2018, Mr. Brown and other members of Harris senior management met in person with Mr. Kubasik and other members of L3 s senior management to continue their discussions regarding the potential combination. During this meeting, the attendees discussed the various businesses of Harris and L3, due diligence matters, and potential synergies that could be realized by the potential combination.

On September 3, 2018, following the foregoing exploratory discussions with Harris representatives and various considerations of the merits of further pursuing the potential combination, the L3 board of directors met telephonically to discuss and consider the status of the potential combination and whether to move forward beyond the preliminary evaluative phase theretofore conducted and progress to negotiation discussions to determine whether an acceptable

transaction could be achieved. Mr. Kubasik reported on the meetings and discussions that he and other members of L3 s senior management team had with Harris since the July 25, 2018 update call and discussed the L3 senior management team s preliminary view of the potential synergies that could be realized by the potential combination. As part of his report, Mr. Kubasik informed the L3 board of directors that the Harris board of directors had expressed that its support for a transaction was predicated in part on Mr. Brown being involved for at least three years following the closing of the potential combination to optimize integration and Mr. Brown remaining as chairman of the potential combined company for such

TABLE OF CONTENTS

three-year period. A discussion ensued, following which the L3 board of directors expressed its support for Mr. Kubasik and the L3 senior management team moving forward with their ongoing consideration of the potential combination and authorized Mr. Kubasik to retain a financial advisor to assist L3 in connection with the ongoing discussions and negotiations of a potential transaction with Harris. The L3 board of directors was supportive of Mr. Brown remaining as chairman for the three-year period noted above and also expressed a desire that Mr. Kubasik s succession as the chief executive officer of the potential combined company two years following the completion of the potential combination be reflected in the potential combined company s organizational documents.

Later on September 3, 2018, Mr. Kubasik informed Mr. Brown that the L3 board of directors supported moving forward with its ongoing consideration of the potential combination and was also planning to engage a financial advisor.

On September 4, 2018, Mr. Brown reached out to a representative of Morgan Stanley regarding Harris potential engagement of Morgan Stanley to provide financial advisory services in connection with the Harris board of directors ongoing consideration of the potential combination. Later on that same date, Mr. Brown updated the Harris board of directors on the status of the ongoing discussions regarding, and exploration of, the potential combination.

Also on September 4, 2018, Mr. Kubasik met with a representative of Goldman Sachs to discuss a potential engagement of Goldman Sachs as L3 s financial advisor in connection with a potential combination.

On September 7, 2018, Messrs. Kubasik and Brown met in person to discuss the status and progress of the ongoing discussions regarding the potential combination, including the potential governance structure for the potential combined company. Their discussion of the governance arrangements for the potential combined company at this meeting was informed by guidance that Mr. Brown had received from the Harris board of directors and Mr. Kubasik had received from the L3 board of directors. During this discussion, Mr. Kubasik noted, among other matters, that the L3 board of directors had expressed its preference that Mr. Kubasik s succession as the chief executive officer of the potential combined company two years following the completion of the potential combination be reflected in the potential combined company s organizational documents. Mr. Brown responded that he would discuss this matter with the Harris board of directors. Messrs. Brown and Kubasik also discussed exchange ratio mechanics in the context of merger of equals transactions, including the valuation-related matters that would be taken into account for purposes of determining the exchange ratio. In that regard, Messrs. Kubasik and Brown also discussed the subject of a potential premium that would be paid to L3 stockholders in connection with the potential combination. Mr. Brown explained that it was Harris position that the potential combination, being a merger of equals, should be effected at an at-market exchange ratio. Messrs. Brown and Kubasik also agreed that representatives of Morgan Stanley and Goldman Sachs should begin discussing these matters in further detail.

Also on September 7, 2018, representatives of L3 s senior management and Goldman Sachs had preliminary discussions regarding the potential combination, including potential transaction structures, the potential governance structure for the potential combined company and the process of validating the amount of synergies that could be realized by the potential combination.

On September 8, 2018, as directed by Harris senior management and L3 s senior management, respectively, representatives of Morgan Stanley and Goldman Sachs discussed the financial terms for the potential combination. During this discussion, Goldman Sachs and Morgan Stanley also discussed the subject of a potential premium that would be paid to L3 stockholders in connection with the potential combination. The representatives of Morgan Stanley explained, at the direction of Harris, that it was Harris position that the potential combination should be effected at an at-market exchange ratio.

Between September 7, 2018 and September 9, 2018, Messrs. Kubasik and Brown had numerous conversations that addressed, among other matters, governance arrangements for the potential combined company, the financial terms for the potential combination, and timing for finalizing the legal and financial terms for the potential combination for consideration by the Harris board of directors and L3 board of directors, respectively. All of these conversations were informed by guidance that Mr. Brown had received from the Harris board of directors and Mr. Kubasik had received from the L3 board of directors.

TABLE OF CONTENTS

As directed by Harris and L3 senior management, respectively, representatives of Morgan Stanley and Goldman Sachs engaged in various discussions between September 7, 2018 and September 9, 2018 regarding the proposed governance arrangements for the potential combined company, the financial terms for the potential combination, and timing for completing mutual due diligence.

On September 10, 2018, Mr. Kubasik met with Mr. Millard to update Mr. Millard regarding Mr. Kubasik s discussions with Mr. Brown from September 7, 2018 through September 9, 2018, including the topic of Mr. Brown serving as chairman of the potential combined company for the first three years following the closing of the potential combination.

On September 11, 2018, Mr. Brown and other members of Harris senior management met with representatives of Morgan Stanley and Sullivan & Cromwell LLP, Harris legal counsel, referred to as Sullivan & Cromwell, in Melbourne, Florida. During this meeting, the members of Harris senior management, in consultation with representatives of Morgan Stanley and Sullivan & Cromwell, discussed certain considerations associated with negotiating and reaching agreement on legal and financial terms for the potential combination for consideration by the Harris board of directors.

On September 12, 2018, Messrs. Kubasik and Brown spoke telephonically to discuss the proposed governance arrangements for the potential combined company. Mr. Kubasik noted that based on a discussion he had with Mr. Millard that Mr. Millard was supportive of a governance arrangement in which Mr. Brown served as executive chairman of the potential combined company in tandem with a pre-closing director of L3 serving as the lead independent director of the potential combined company for three years following the closing of the potential combination. During their discussion, Messrs. Kubasik and Brown also discussed the financial terms for the potential combination. Messrs. Kubasik and Brown also discussed potential next steps for negotiating the potential combination.

On September 13, 2018, as directed by Harris and L3 s senior management, respectively, representatives of Morgan Stanley and Goldman Sachs discussed financial terms for the potential combination and timing for finalizing the terms of the potential combination.

Early on September 14, 2018, as directed by Harris and L3 s senior management, representatives of Sullivan & Cromwell and Simpson Thacher discussed the process, scope and timing of the mutual legal due diligence to be undertaken by the parties, certain regulatory and employee benefits-related matters to be considered in connection with the potential combination and the overall timing and key milestones leading up to the announcement of the potential combination.

On September 14, 2018, the L3 board of directors met telephonically with representatives of L3 s senior management to discuss, among other matters, the proposed combination. Mr. Kubasik reported to the L3 board of directors on the recent discussions he and other representatives of L3 s senior management had with the representatives of Harris. Ralph G. D Ambrosio, Senior Vice President and Chief Financial Officer of L3, next reviewed with the L3 board of directors certain non-public unaudited financial projections for L3, including, among other matters, the underlying assumptions and variables. Mr. D Ambrosio noted that, in connection with the evaluation of the potential combination, these projections would be furnished to L3 s financial advisor with the instruction to use these projections for its financial analyses and to Harris and its financial advisor. Mr. Kubasik next informed the L3 board of directors that, following the L3 board of directors previous authorization, L3 had retained and proposed to formally engage Goldman Sachs as L3 s financial advisor in connection with the potential combination because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the potential combination. A representative of L3 s senior management then reviewed with the L3 board of directors the terms of the engagement letter to be entered into by L3 and Goldman Sachs and the fees and other amounts payable to Goldman Sachs under

such engagement letter. The L3 representative also reviewed with the L3 board of directors the letter dated September 13, 2018 from Goldman Sachs that described, among other matters, Goldman Sachs and its core team members past relationships with Harris. Following discussion, the L3 board of directors unanimously ratified and approved the engagement of Goldman Sachs as L3 s financial advisor in connection with the potential combination. Representatives of Simpson Thacher then joined the meeting and reviewed with the L3 board of directors certain legal matters, including the directors fiduciary duties under Delaware law that would apply to all of the L3 board of directors deliberations with respect to the consideration of the potential combination, and discussed the importance of maintaining confidentiality in the context of exploring the potential combination. Representatives

TABLE OF CONTENTS

of Goldman Sachs then joined the meeting and discussed with the L3 board of directors Harris business and, among other matters, certain market data, preliminary financial information and analyses regarding Harris and L3, historical exchange ratios of L3 s to Harris shares (based upon publicly available market data) and other financial information regarding Harris and L3. After the representatives of Goldman Sachs and Simpson Thacher had left the meeting, the L3 board of directors continued to discuss the potential combination in executive session. After the meeting of the L3 board of directors, L3 and Goldman Sachs executed an engagement letter, dated as of September 13, 2018, pursuant to which Goldman Sachs was formally retained as L3 s financial advisor.

Later on September 14, 2018, Messrs. Brown and Kubasik spoke telephonically to discuss the status of the ongoing negotiations regarding the potential combination. During this discussion, Mr. Kubasik updated Mr. Brown regarding the meeting of the L3 board of directors earlier that day. Mr. Kubasik observed that the proposed governance structure for the potential combined company was not yet agreed and that the potential exchange ratio was an open issue. Messrs. Brown and Kubasik discussed next steps for finalizing the terms of the potential combination, governance arrangements for the potential combined company, and financial terms for the potential combination.

Later on September 14, 2018, Mr. Brown updated the Harris board of directors on the status of the ongoing discussions regarding, and exploration of, the potential combination.

Also on September 14, 2018, representatives of Simpson Thacher shared with representatives of Sullivan & Cromwell a term sheet, which reflected the proposed governance structure for the potential combined company that remained subject to ongoing discussion. The term sheet also reflected, among other matters, that the governance structure for the potential combined company could not be changed without the approval of a supermajority of the board of directors of the potential combined company and a majority of each of the former Harris directors and L3 directors then continuing to serve on the board of directors of the potential combined company.

On September 17, 2018, representatives of Sullivan & Cromwell, Simpson Thacher and representatives of Harris and L3 s senior management team discussed, among other transaction-related matters, the status, process and timing of the potential combination, including the proposed transaction structure, certain regulatory and employee benefits-related matters and the scope and process for the mutual legal due diligence to be undertaken by the parties.

On September 18, 2018 each of Harris and L3 opened confidential virtual data rooms containing due diligence information to facilitate the completion of the mutual due diligence process. Until the signing of the merger agreement, Harris and L3, with the assistance of representatives of their respective financial and legal advisors, conducted due diligence with respect to the other party.

On September 18, 2018, Messrs. Kubasik and Brown discussed various matters relating to the potential combination, including governance arrangements for the potential combined company, financial terms for the potential combination, the scope and process for the parties mutual due diligence and that representatives of the parties financial advisors should continue their discussions of valuation-related matters and the proposed exchange ratio.

Later on September 18, 2018, Mr. Brown updated the Harris board of directors on the status of the ongoing discussions regarding, and exploration of, the potential combination.

On September 20, 2018, representatives of Sullivan & Cromwell and Simpson Thacher discussed certain aspects of the potential combination, including, among other matters, the potential governance structure for the potential combined company and the scope of the mutual legal due diligence to be undertaken by each party.

On September 21, 2018, the Harris board of directors held a special meeting, which included members of Harris senior management and representatives of Morgan Stanley and Sullivan & Cromwell. Mr. Brown updated the Harris

board of directors on the status of the ongoing discussions regarding, and exploration of, the potential combination and Messrs. Brown and Mikuen updated the Harris board of directors on the status of discussions regarding the governance arrangements of the potential combined company, on which topic the Harris board of directors provided insight, guidance and direction. In particular, the Harris board of directors expressed the view that changes to the governance structure for the potential combined company should not need to be approved by a majority of each of the former Harris directors and L3 directors then continuing to serve on the board of

TABLE OF CONTENTS

directors of the potential combined company, as contemplated by the September 14, 2018 term sheet, and that approval of a supermajority of the board of directors of the potential combined company was an appropriate standard and would promote cohesion in the direction of the potential combined company s business and affairs. Mr. Brown also updated the Harris board of directors on the status of ongoing mutual due diligence and the presentations and meetings scheduled for the succeeding week. A representative of Sullivan & Cromwell reviewed with the directors their fiduciary duties under Delaware law generally and how those fiduciary duties applied in the context of considering the potential combination. A representative of Morgan Stanley discussed various preliminary financial analyses of the proposed transaction and reviewed with the Harris board of directors various exchange ratio mechanics in the context of precedent merger of equals transactions, on which topic the directors provided insight, guidance and direction. In advance of the meeting, the Harris board of directors was provided with customary relationships disclosure by Morgan Stanley, and no director expressed concern that such relationships would interfere with Morgan Stanley s ability to continue to provide financial advisory services to Harris. At the conclusion of the meeting, following discussion, including a separate private session of the independent directors without management or outside advisors present, the Harris board of directors expressed ongoing support for continuing discussions regarding the potential combination. At this meeting, the Harris board of directors also decided to retain Paul, Weiss, Rifkind, Wharton & Garrison LLP, which is referred to as Paul Weiss, on behalf of the Harris board of directors in connection with the Harris board of directors ongoing consideration of the potential combination.

Later on September 21, 2018, as directed by L3 s and Harris senior management, respectively, representatives of Goldman Sachs and Morgan Stanley discussed the financial terms for the potential combination and various financial and valuation considerations associated with the potential combination.

On September 22, 2018, Mr. Brown contacted Mr. Kubasik telephonically to update him on the September 21, 2018 meeting of the Harris board of directors, including that Mr. Brown and the other Harris directors reviewed and discussed the September 14, 2018 term sheet of the proposed governance structure for the potential combined company.

On September 23, 2018, Mr. Kubasik and other representatives of L3 s senior management met with representatives of Goldman Sachs and Simpson Thacher to review certain due diligence materials to be provided to Harris at the due diligence meetings the following days.

On September 24, 2018 and September 25, 2018 members of Harris and L3 s senior management, along with representatives of Morgan Stanley, Goldman Sachs, Sullivan & Cromwell and Simpson Thacher, participated in joint meetings, due diligence informational sessions and negotiations regarding the potential combination. During these discussions, Messrs. Brown and Kubasik, together with representatives of Harris and L3 s senior management and Sullivan & Cromwell and Simpson Thacher, discussed, among certain other transaction-related legal matters, the September 14, 2018 term sheet regarding the potential governance structure of the potential combined company, including the composition and operation of the potential combined company and how the potential governance structure, including the succession plan, would be reflected in the organizational documents of the potential combined company for a specified period following the closing. As part of this discussion, Mr. Brown indicated that the proposed governance structure reflected in the September 14, 2018 term sheet was generally acceptable to the Harris board of directors, but that, in particular, the Harris board of directors expressed the view that changes to the governance structure for the potential combined company should not need to be approved by a majority of each of the former Harris directors and L3 directors then continuing to serve on the board of directors of the potential combined company, as contemplated by the September 14, 2018 term sheet, and that approval of a supermajority of the board of directors of the potential combined company was an appropriate standard and would promote cohesion in the direction of the potential combined company s business and affairs. Mr. Kubasik agreed with this approach and indicated that he would discuss the proposed governance structure of the potential combined company with the L3 board of directors. Messrs. Brown and Kubasik also discussed succession planning matters, talent development matters, and the role of

the board of directors of the potential combined company in directing the management of its business and affairs.

During the evening of September 24, 2018, Mr. Brown had dinner with Mr. Kubasik and Thomas A. Corcoran and Mr. Millard, two independent directors of L3. The dinner was an opportunity for the L3 directors

TABLE OF CONTENTS

to get to know Mr. Brown on a more personal level and to discuss his operating philosophy and his leadership and talent development philosophy. The attendees also discussed certain transaction-related matters, including potential management incentives relating to integration of the companies following any merger.

On September 25, 2018, the Compensation Committee of the L3 board of directors held a meeting, which included a member of L3 s senior management (not Mr. Kubasik) and representatives of Simpson Thacher and the committee s compensation consultant. Mr. Millard informed the committee, among other matters, of his meeting with Mr. Brown and the proposed governance arrangements for the potential combined company, including the discussion regarding potential management incentives relating to integration of the companies following any merger. The representative of the committee s compensation consultant, among other matters, then discussed with the directors potential terms of the compensation arrangements for Messrs. Kubasik and Brown with the potential combined company and reviewed with the directors the potential tax liability under Section 280G of the Internal Revenue Code of 1986, as amended (referred to as Section 280G), that could be triggered for Mr. Kubasik and other executives of L3 in connection with the potential combination. Following discussion, the directors concluded that the compensation and benefits for Messrs. Kubasik and Brown with the post-closing company should be at parity to reflect their shared leadership responsibilities for the potential combined company.

During the evening of September 25, 2018, Mr. Kubasik had dinner with Mr. Brown and Thomas A. Dattilo and Lewis Hay III, two independent directors of Harris. The dinner was an opportunity for the Harris directors to get to know Mr. Kubasik on a more personal level and to discuss his operating philosophy and his leadership and talent development philosophy. The attendees also discussed certain transaction-related matters, including potential management incentives relating to integration of the companies following any merger.

On September 26, 2018, as directed by Harris senior management, representatives of Sullivan & Cromwell sent an initial draft merger agreement to representatives of Simpson Thacher. Between September 26, 2018 and October 12, 2018 representatives of Simpson Thacher and Sullivan & Cromwell exchanged numerous drafts of the merger agreement. In the course of negotiating the terms of the merger agreement on behalf of Harris and L3, respectively, Sullivan & Cromwell and Simpson Thacher received input, guidance and direction from the board of directors and senior management of their respective clients.

On September 27, 2018, the Harris board of directors held a special meeting, which included members of Harris senior management and representatives of Morgan Stanley, Sullivan & Cromwell and Paul Weiss. At the meeting, Mr. Brown reviewed the status of ongoing discussions regarding the potential combination. Various members of Harris senior management reviewed L3 s recent and forecasted financial performance, business portfolio and operating model. Messrs. Brown and Mikuen reviewed the status of discussions regarding the proposed governance arrangements of the potential combined company, and directors provided insight, guidance and direction. Greg Taylor, Vice President of Corporate Strategy and Development of Harris, reviewed the possible strategic and financial benefits of the potential combination. Rahul Ghai, Senior Vice President and Chief Financial Officer of Harris, reviewed potential synergies that could be realized by the potential combination and illustrative pro forma financials for the potential combined company. Representatives of Morgan Stanley discussed various preliminary financial analyses of the proposed transaction. At the conclusion of the meeting, following discussion, including a separate private session of the independent directors attended by a representative of Paul Weiss, the Harris board of directors expressed its view that a potential combination was strategically compelling and could create meaningful stockholder value and expressed ongoing support for continuing discussions regarding the potential combination.

Also on September 27, 2018, the L3 board of directors met with representatives of L3 s senior management, Goldman Sachs and Simpson Thacher to discuss the potential combination. Following a discussion of the L3 board of directors in executive session, Ms. Heidi Wood, Senior Vice President, Corporate Strategy and Technology, reported to the L3 board of directors on the recent developments regarding the potential combination and reviewed with the L3 board of

directors, among other matters, the status of the various transaction-related work streams. Representatives of Goldman Sachs discussed with the L3 board of directors certain market data, preliminary financial information and analyses regarding Harris and L3, historical exchange ratios of L3 s to Harris shares (based upon publicly available market data) and certain preliminary financial analyses regarding L3 on a standalone basis. Representatives of Goldman Sachs then discussed with the L3 board of directors certain financial information regarding Harris, including, among other such information, certain unaudited financial projections for Harris provided to L3 and Goldman Sachs by Harris. Following discussion,

TABLE OF CONTENTS

representatives of Simpson Thacher reviewed with the L3 board of directors the structure of the potential combination and the terms of the proposed merger agreement, including, among other aspects, the potential governance structure of the potential combined company following the closing of the merger as had been discussed and preliminarily agreed between Messrs. Kubasik and Brown, the proposed deal protection mechanisms, the level of efforts to be undertaken by each party to obtain the requisite regulatory approvals, the circumstances in which the merger agreement could be terminated and the closing conditions. The representatives of Simpson Thacher also discussed with the L3 board of directors an illustrative timeline for obtaining certain regulatory clearances. Representatives of Simpson Thacher also noted that the proposed merger agreement was still being negotiated and identified for the L3 board of directors the terms that remained subject to discussions between Harris and L3. The representatives of Simpson Thacher then provided, and discussed with, the L3 board of directors an update regarding process, scope and material findings of the ongoing legal due diligence regarding Harris that L3, with the assistance of Simpson Thacher, was conducting. The representatives of L3 s senior management, Goldman Sachs and Simpson Thacher then left the meeting, and the L3 board of directors (including Mr. Kubasik) discussed in executive session, in consultation with certain remaining representatives of L3 s senior management and Simpson Thacher, certain transaction-related employee benefit matters, including the potential terms of employment and compensation arrangements of Messrs. Brown and Kubasik with the potential combined company. Following such discussion, the L3 board of directors continued to discuss the potential combination in executive session without the remaining representatives of L3 s senior management and Simpson Thacher.

Later on September 27, 2018, Messrs. Kubasik and Brown spoke telephonically. During their conversation, Messrs. Kubasik and Brown discussed, among other items, the financial terms for the potential combination, including the measurement period that could be utilized in setting an at-market exchange ratio.

During September 2018, after the opening of the confidential virtual data room and substantially contemporaneously with receiving certain non-public unaudited financial projections for L3, Harris furnished to L3 and its financial advisor certain non-public unaudited financial projections for Harris, which projections Harris had previously furnished to Morgan Stanley in connection with Morgan Stanley s engagement as financial advisor to Harris with respect to the potential combination. These projections were derived from the non-public unaudited financial projections included in Harris strategic plan, which Harris senior management reviewed with the Harris board of directors, updated as of the time they were furnished to reflect the best available estimates and judgments of Harris senior management at the time of preparation, including to reflect recent contracts awarded to Harris.

On October 1, 2018, the Management Development and Compensation Committee of the Harris board of directors held a meeting, which included members of Harris senior management (not including Mr. Brown) and representatives of Sullivan & Cromwell and representatives of an independent executive compensation consultant retained by the Management Development and Compensation Committee. At this meeting, the Harris directors and senior management, in consultation with representatives of Sullivan & Cromwell and the committee s compensation consultant, discussed the change in control impact of the potential combination, the compensation peer group of the potential combined company, compensation arrangements of the chief executive officer of the potential combined company, and related topics.

Also on October 1, 2018, the Compensation Committee of the L3 board of directors held a meeting, which included members of L3 s senior management (not including Mr. Kubasik) and representatives of Simpson Thacher and the committee s compensation consultant. At this meeting, the directors, in consultation with the representatives of Simpson Thacher and the committee s compensation consultant, discussed, among other matters, the potential terms of compensation arrangements for Messrs. Kubasik and Brown with the potential combined company, including potential management incentives relating to integration of the companies following any merger and possible Section 280G tax issues for Mr. Kubasik and other executives of L3.

On October 2, 2018, Messrs. Brown and Kubasik spoke telephonically regarding, among other matters, the progress of the ongoing discussions and negotiations regarding the potential combination and Harris and L3 s respective anticipated quarterly results.

Also on October 2, 2018, representatives of Harris sent L3 a draft term sheet summarizing the terms of the employment and compensation arrangements for Messrs. Kubasik and Brown with the potential combined company. Over the course of the following days leading up to the approval of and entry into the merger

TABLE OF CONTENTS

agreement, representatives of L3, with the assistance of Simpson Thacher and representatives of the compensation consultant of L3 s compensation committee, and representatives of Harris, with the assistance of Sullivan & Cromwell and representatives of the compensation consultant of Harris compensation committee, exchanged various drafts of the term sheet and accompanying letter agreements. During these negotiations, it was agreed that, in keeping with the merger of equals structure of the potential combination, there should be parity in treatment for the benefits and compensation arrangements for Messrs. Kubasik and Brown during the period of their continued employment.

On October 3, 2018, as directed by Harris and L3 senior management, respectively, representatives of Morgan Stanley and Goldman Sachs spoke telephonically regarding the financial terms for the potential combination. During this discussion, representatives of Goldman Sachs, per guidance from L3 s senior management, indicated that setting an at-market exchange ratio based on a relatively short measurement period and that resulted in an exchange ratio in the 1.30 range might be acceptable to L3.

Also on October 3, 2018, Mr. Dattilo, Chairperson of the Management Development and Compensation Committee of the Harris board of directors, and Mr. Corcoran, a member of the Compensation Committee of the L3 board of directors, spoke telephonically regarding the employment terms and compensation arrangements that would be put in place for Messrs. Brown and Kubasik in connection with the consummation of the potential combination. Messrs. Dattilo and Corcoran held several such discussions prior to the execution of the merger agreement, including with respect to the draft letter agreements that were ultimately prepared setting forth the terms and conditions of Mr. Brown and Mr. Kubasik s respective employment following the closing. In connection with these discussions, Messrs. Dattilo and Corcoran regularly apprised, and received guidance and insight from, the Management Development and Compensation Committee of the Harris board of directors, in the case of Mr. Dattilo, and the Compensation Committee of the L3 board of directors, in the case of Mr. Corcoran.

Also on October 3, 2018, representatives of L3 s senior management and Simpson Thacher met at L3 s headquarters to discuss, among other matters, the draft merger agreement. Later that day, Simpson Thacher shared with Sullivan & Cromwell a revised draft of the proposed merger agreement.

On October 4, 2018, the L3 board of directors (without Mr. Millard) met by telephone with representatives of L3 s senior management, Goldman Sachs and Simpson Thacher. Mr. Kubasik provided the L3 board of directors with an update on the developments since the September 27, 2018 meeting of the L3 board of directors and the ongoing discussions and negotiations regarding the potential combination. Representatives of L3 s senior management then reviewed with the L3 board of directors, among other matters, L3 s ongoing due diligence investigation regarding Harris business and an analysis of Harris pension plans. Representatives of Goldman Sachs next discussed with the L3 board of directors certain market data, preliminary financial information and analyses regarding Harris and L3, historical exchange ratios of L3 s to Harris shares (based upon publicly available market data) and certain preliminary financial analyses regarding Harris on a standalone basis and regarding the potential combined company on a pro forma basis. Representatives of Simpson Thacher next reported that, among other matters, they had reviewed the draft merger agreement with L3 s senior management and noted that certain aspects of the merger agreement continued to be discussed between Harris and L3 and that L3 s senior management and Simpson Thacher were confident that most of these issues would be resolved by October 9, 2018, the date of the next scheduled meeting of the L3 board of directors. The L3 board of directors then discussed in executive session (without Mr. Kubasik), in consultation with certain representatives of L3 s senior management and Simpson Thacher, certain transaction-related employee and benefits matters and the status of the ongoing discussions regarding the terms of employment and compensation arrangements of Messrs. Kubasik and Brown with the potential combined company to ensure such compensation arrangements were commensurate with their anticipated new roles and increased responsibilities for the potential combined company. Following such discussion, Mr. Kubasik again joined the meeting, and the L3 board of directors continued to discuss various aspects of the potential combination.

From October 5, 2018 until October 8, 2018, Messrs. Kubasik and Brown telephoned several times to discuss the financial terms for the potential combination (including the measurement period that could be utilized in setting an at-market exchange ratio), the proposed governance arrangements for the potential combined company, including their respective responsibilities as chairman and chief executive officer during the third year following the closing of the potential combination, and certain transaction-related compensation matters. During their conversation, Mr. Kubasik conveyed to Mr. Brown that, as had been previously communicated by Goldman

TABLE OF CONTENTS

Sachs to Morgan Stanley, an at-market exchange ratio based on a relatively short measurement period that resulted in an exchange ratio in the 1.30 range might be acceptable to the L3 board of directors. After discussion, Messrs. Kubasik and Brown agreed on October 8, 2018, that subject to approval by the L3 board of directors and the Harris board of directors, upon completion of the potential combination, each share of L3 common stock would be exchanged for 1.30 shares of Harris common stock, which exchange ratio was consistent with the 60-trading day average exchange ratio of the two companies on the date of approval by the L3 board of directors and the Harris board of directors.

Also on October 5, 2018, representatives of Sullivan & Cromwell and Simpson Thacher discussed the draft merger agreement. As directed by L3 s senior management, representatives of Simpson Thacher sent an initial draft of the charter amendment and amended bylaws of the potential combined company to representatives of Sullivan & Cromwell. Between October 5, 2018 and October 12, 2018 representatives of Sullivan & Cromwell and Simpson Thacher exchanged numerous drafts of these documents. In the course of negotiating the terms of these documents on behalf of Harris and L3, respectively, Sullivan & Cromwell and Simpson Thacher received input, guidance and direction from the board of directors and senior management of their respective clients.

On October 6, 2018, the Harris board of directors held a special meeting in-person, which included members of Harris senior management and representatives of Morgan Stanley, Sullivan & Cromwell and Paul Weiss. At this meeting, Mr. Brown updated the Harris board of directors on the status of the ongoing discussions regarding, and exploration of, the potential combination. The board of directors also reviewed and discussed Mr. Brown s potential roles and responsibilities and the potential roles and responsibilities of Mr. Kubasik, as well as the director selection process, board committees and committee composition, filling of vacancies on the board of the potential combined company and other aspects of the governance and leadership for the potential combined company. Members of Harris senior management also reviewed L3 s various businesses in detail with the Harris board of directors, including recent and forecasted financial performance and growth rates. Members of Harris senior management also reviewed with the Harris board of directors the due diligence investigations performed to date in connection with the potential combination and the key observations and findings. Representatives of Harris senior management also reviewed with the Harris board of directors potential cost synergies, including related to corporate-headquarters functions, IT shared services, finance shared services and other areas. The Harris board of directors also reviewed and discussed the estimated costs to achieve such synergies. Representatives of Morgan Stanley discussed various preliminary financial analyses of the proposed transaction. Representatives of Morgan Stanley reviewed with the Harris board of directors the pro forma financial profile for the potential combined company, including based on expected cost synergies as provided by Harris management, and also reviewed with the Harris board of directors certain potential stockholder value alternatives. Representatives of Sullivan & Cromwell reviewed with the Harris board of directors the terms of the merger agreement being negotiated, including, among other aspects, the structure of the potential transaction, the representations and warranties to be made by each party to the other, the interim operating covenants, necessary consents, approvals and regulatory filings, conditions to closing, deal protection mechanics, including no shop and related change of recommendation provisions, and termination provisions, including fees payable by a party upon a termination under specified circumstances. During the merger agreement review, the Harris board of directors provided guidance and direction to the representatives of Sullivan & Cromwell. At this meeting, the Harris board of directors discussed the message conveyed by representatives of Goldman Sachs on October 3, 2018 that an at-market exchange ratio based on a relatively short measurement period and that resulted in an exchange ratio in the 1.30 range might be acceptable to L3 and further discussed considerations associated with an exchange ratio in the 1.30 range, including preliminary discussions regarding the fairness of such an exchange ratio from a financial point of view, and expressed comfort with an exchange ratio in the 1.30 range. The Harris board of directors also expressed its continuing view that a potential combination was strategically compelling and could create meaningful stockholder value and expressed ongoing support for continuing discussions regarding the potential combination.

On October 8, 2018, in connection with the ongoing discussions regarding the potential combination, Mr. Growcock, the lead independent director of Harris at this time and Mr. Hay III, an independent director of Harris, met with Mr. Millard, L3 s lead independent director and the Chairman of the Compensation Committee of the L3 board of directors. Messrs. Growcock, Hay and Millard discussed various executive compensation and governance matters in connection with the potential combination. Messrs. Growcock and Hay updated the Harris board of directors regarding this discussion later that day, and Mr. Millard subsequently updated Mr. Kubasik regarding this discussion.

TABLE OF CONTENTS

On October 9, 2018, the Compensation Committee of the L3 board of directors held a meeting, which included members of L3 s senior management (including, for a portion of such meeting, Mr. Kubasik) and representatives of Simpson Thacher and the committee s compensation consultant. At this meeting, the representatives of Simpson Thacher reviewed and discussed with the directors and the representative of the committee s compensation consultant, among other matters, the status of discussions regarding the compensation arrangements for Messrs. Kubasik and Brown with the potential combined company, including the draft term sheet that L3 had received from Harris on October 2, 2018.

Later on October 9, 2018, the L3 board of directors met by telephone with representatives of L3 s senior management, Goldman Sachs and Simpson Thacher. Mr. Kubasik provided the L3 board of directors with an update of the ongoing discussions and negotiations regarding the potential combination. As part of the update, representatives of L3 s senior management also reviewed with the L3 board of directors the status of the ongoing due diligence investigation that Harris and L3 conducted on each other and noted some of the key due diligence findings regarding Harris. Representatives of Goldman Sachs next reported that Messrs. Brown and Kubasik had agreed on October 8, 2018, that, subject to approval by the L3 board of directors and the Harris board of directors, upon completion of the potential combination, each share of L3 common stock would be exchanged for 1.30 shares of Harris common stock. Representatives of Goldman Sachs then discussed with the L3 board of directors, among other matters, certain market data, historical exchange ratios of L3 s to Harris shares (based upon publicly available market data) and other preliminary financial information and preliminary financial analyses regarding Harris and L3 and the potential combination based upon this exchange ratio. Representatives of Goldman Sachs also discussed with the L3 board of directors a summary of the estimated cost synergies to be achieved in the potential combination that had been prepared by Harris and L3 s senior management, including the estimated total costs to achieve such synergies. Representatives of Simpson Thacher next provided the L3 board of directors with an update regarding the terms of the proposed merger agreement, including, among other aspects, the proposed post-closing governance structure for the potential combined company, the ability of both Harris and L3 to continue to pay and increase their quarterly cash dividends during the interim period between the transaction announcement and the closing of the potential combination, the proposed deal protection mechanisms, the proposed limitations on each party s efforts to obtain the requisite regulatory approvals, the closing conditions and the circumstances in which the merger agreement could be terminated. Representatives of Simpson Thacher then reviewed with the L3 board of directors, among other matters, the legal due diligence undertaken by L3 and Simpson Thacher in respect of Harris. The representatives of L3 s senior management (including Mr. Kubasik), Goldman Sachs and Simpson Thacher left the meeting, and the L3 board of directors continued to discuss the potential combination in executive session. Following such discussion, Mr. Kubasik and certain other representatives of L3 s senior management again joined the meeting to discuss with the L3 board of directors certain transaction-related employee benefits matters, including the status of the ongoing discussions between representatives from L3 s and Harris respective boards of directors regarding the terms of employment and compensation arrangements of Messrs. Kubasik and Brown which were designed to be commensurate with their anticipated new roles and increased responsibilities for the potential combined company. The representatives of L3 s senior management then left the meeting, and the L3 board of directors continued to discuss the potential combination in executive session.

On October 10, 2018, the Management Development and Compensation Committee of the Harris board of directors held a special meeting, which included members of Harris senior management (not including Mr. Brown) and representatives of Sullivan & Cromwell. At this meeting, the directors discussed the employment terms and compensation arrangements that would be put in place for Messrs. Brown and Kubasik in connection with the consummation of the potential combination, including draft letter agreements setting forth terms and conditions of Mr. Brown and Mr. Kubasik s respective employment following the closing.

Also on October 10, 2018, the Compensation Committee of the L3 board of directors held a meeting, which included members of L3 s senior management (not including Mr. Kubasik) and representatives of Simpson Thacher and the

committee s compensation consultant. At this meeting, the directors discussed, in consultation with the representatives of Simpson Thacher and the committee s compensation consultant, the status of negotiations regarding the employment terms and compensation arrangements that would be put in place for Messrs. Brown and Kubasik in connection with the consummation of the potential combination, including the proposed integration incentive opportunity to be awarded to Messrs. Brown and Kubasik.

TABLE OF CONTENTS

On October 12, 2018, the Compensation Committee of the L3 board of directors held another meeting, which included members of L3 s senior management (including Mr. Kubasik) and representatives of Simpson Thacher and the committee s compensation consultant. At this meeting, the directors discussed, among other matters, the proposed arrangements relating to the Section 280G tax liabilities for Mr. Kubasik and the employment terms and compensation arrangements that would be put in place for Messrs. Brown and Kubasik in connection with the consummation of the potential combination, including the draft letter agreements setting forth terms and conditions of Messrs. Kubasik s and Brown s respective employment following the closing of the potential combination.

On October 12, 2018, the Harris board of directors held a special telephonic meeting, which included members of Harris' senior management and representatives of Morgan Stanley, Sullivan & Cromwell and Paul Weiss. Members of Harris' senior management reviewed with the Harris board of directors an update relating to potential cost synergies and the estimated costs to achieve such synergies and the estimated timing of such synergies and costs. The Harris board of directors also reviewed and discussed the potential transaction timing and the key required regulatory approvals and consents. Members of Harris' senior management reviewed with the Harris board of directors the due diligence performed in connection with the potential combination, including key findings and observations. Representatives of Morgan Stanley reviewed with the Harris board of directors its financial analyses of the proposed transaction. Upon the request of the Harris board of directors, Morgan Stanley orally delivered its opinion, subsequently confirmed by delivery of a written opinion dated October 12, 2018, that, as of such date, and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of 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, as described in the section entitled **The Merger—Opinion of Harris' Financial Advisor** beginning on page 104. In advance of the meeting, the Harris board of directors was provided with updated customary relationships disclosure by Morgan Stanley, and no director expressed concern that such relationships would interfere with Morgan Stanley's ability to continue to provide financial advisory services to Harris. Representatives of Sullivan & Cromwell reviewed with the Harris board of directors the terms of the merger agreement, charter amendment and bylaws of the potential combined company. Representatives of Sullivan & Cromwell also provided the Harris board of directors an update regarding the terms of the proposed merger agreement, including with respect to the proposed deal protection mechanisms and termination provisions and the antitrust approvals required to be obtained in connection with the potential combination, including the covenants related to potential divestitures in connection with obtaining such antitrust approvals. Mr. Dattilo, Chairperson of the Management Development and Compensation Committee of the Harris board of directors, reviewed with the Harris board of directors the terms of the letter agreement with Mr. Brown regarding the terms and conditions of Mr. Brown's employment following the closing (with Mr. Brown not participating in the portion of Harris board of directors discussions regarding the proposed terms of his employment and compensation arrangements with the potential combined company). After discussion, the Harris board of directors unanimously approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement and further approved the letter agreement outlining the terms and conditions of Mr. Brown's employment following the closing (with Mr. Brown abstaining from voting on the proposal to approve the letter agreement) and authorized the officers of Harris to take actions designed to accomplish the transaction contemplated by the merger agreement.

Also on October 12, 2018, the L3 board of directors met by telephone with representatives of L3 s senior management, Goldman Sachs and Simpson Thacher. Mr. Kubasik provided the L3 board of directors with an update of the discussions and negotiations regarding the potential combination since the October 9, 2018 meeting of the L3 board of directors. Representatives of Goldman Sachs then reviewed with the L3 board of directors financial information and analyses regarding Harris and L3 and the potential transaction. Among other things, the information and analyses indicated that the exchange ratio implied a purchase price of $200.49 per share of L3 common stock based upon the closing price per share of Harris common stock of $154.22 on October 11, 2018, and that Harris and L3 s senior management estimated $500 million of annual gross cost synergies expected to be realized by the potential combined company by the end of the third year following the closing of the potential combination with an estimated total

investment of approximately $450 million to achieve such synergies over the same period. The L3 board of directors observed that the closing price per share of L3 common stock on October 11, 2018 was $195.18. Following discussion, the representatives of Goldman Sachs then rendered to the L3 board of directors Goldman Sachs opinion to the effect that, as of October 12, 2018 and based upon and subject to the limitations, qualifications and assumptions undertaken in preparing the

TABLE OF CONTENTS

opinion, the exchange ratio was fair from a financial point of view to the holders of L3 common stock (other than Harris and its affiliates), as described in the section entitled **The Merger—Opinion of L3's Financial Advisor** beginning on page 111. Representatives of L3's senior management reported, among other matters, certain site visits that representatives of L3 and Harris had undertaken as part of the companies' mutual due diligence. Representatives of Simpson Thacher next provided the L3 board of directors with, among other matters, an update regarding the terms of the proposed merger agreement, including with respect to the proposed post-closing governance structure of the potential combined company, the proposed deal protection mechanisms and the antitrust approvals required to be obtained in connection with the potential combination. In that connection, the representatives of Simpson Thacher noted that the $590 million and $700 million termination fee payable by L3 and Harris, respectively, under certain circumstances would represent approximately 3.75% of each company's market capitalization. Mr. Millard then followed with a report summarizing the meeting of the L3 compensation committee earlier that day. A representative of Simpson Thacher reviewed with the L3 board of directors, among other matters, the various transaction-related compensation and benefits matters discussed and recommended by the L3 compensation committee in connection with the potential combination, including the material terms of the letter agreement to be entered into with Mr. Kubasik regarding Mr. Kubasik's employment, role and responsibility following the closing of the potential combination. Mr. Kubasik then provided the L3 board of directors with his perspectives regarding, and recommendation of, the potential combination. A discussion ensued, during which each director provided his or her perspectives regarding the merits of the potential combination. Following further discussion, the L3 board of directors unanimously voted to approve the merger agreement and the transactions contemplated thereby, including the proposed merger, and the letter agreement to be entered into with Mr. Kubasik (with Mr. Kubasik abstaining from voting on the proposal to approve the letter agreement) and authorized the officers of L3 to take actions designed to accomplish the transaction contemplated by the merger agreement.

Later during the evening of October 12, 2018, Harris and L3 executed the merger agreement, Harris and Mr. Brown executed the letter agreement outlining the terms and conditions of Mr. Brown s employment following the closing, and L3 and Mr. Kubasik executed the letter agreement outlining the terms and conditions of Mr. Kubasik s employment following the closing.

On Saturday, October 13, 2018, the Wall Street Journal reported that Harris and L3 were in advanced discussions to combine in a stock-for-stock transaction.

On Sunday, October 14, 2018, the execution of the merger agreement was announced in a press release jointly issued by Harris and L3.

Recommendation of the Harris Board of Directors; Harris Reasons for the Merger

At a special meeting held on October 12, 2018, the Harris board of directors unanimously:

- approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger and the charter amendment, on the terms and subject to the conditions set forth in the merger agreement; and
- recommended that the Harris stockholders vote in favor of the approval of the share issuance and vote in favor of the adoption the charter amendment on the terms and subject to the conditions set forth in the merger agreement.

ACCORDINGLY, THE HARRIS BOARD OF DIRECTORS HAS APPROVED THE MERGER AGREEMENT AND UNANIMOUSLY RECOMMENDS THAT HARRIS STOCKHOLDERS VOTE FOR THE PROPOSAL TO APPROVE THE SHARE ISSUANCE AND FOR THE PROPOSAL TO ADOPT THE CHARTER AMENDMENT.

In reaching its decision to approve and declare advisable the merger agreement and the transactions contemplated thereby, the Harris board of directors, as described in the section entitled **The Merger—Background of the Merger** beginning on page 80, held a number of meetings, consulted with Harris' senior management and its outside legal and financial advisors, Sullivan & Cromwell and Morgan Stanley, respectively, and considered the business, assets and liabilities, results of operations, financial performance, strategic direction and prospects of L3 and determined that the merger was in the best interests of Harris. At its meeting held on October 12, 2018, after due consideration and consultation with Harris' senior management and outside legal and financial advisors, the Harris board of directors unanimously approved and

TABLE OF CONTENTS

declared advisable the merger agreement and the transactions contemplated thereby and recommended that Harris stockholders vote in favor of the approval of the share issuance and the adoption of the charter amendment.

In making its determination, the Harris board of directors focused on a number of factors, including the following:

- the ability of the combined company to achieve scale with a well-balanced and complementary portfolio in high growth areas;
- that Mr. Brown and Mr. Kubasik will lead the combined company following the merger and Mr. Brown has a proven track record of post-merger integration and deliverance of value through the capture of cost synergies;
- the cultural alignment between Harris and L3, including shared values and commitment to integrity, operational excellence, customer satisfaction, innovation and stockholder value;
- the combination is expected to generate approximately $500 million of annual gross cost synergies by the end of the third year following completion of the merger with an estimated total investment of approximately $450 million to achieve such synergies over the same period;
- the expectation that the merger will be accretive to cash earnings per share in the first full year after completion of the merger (excluding intangibles and one-time charges);
- the expectation that the combined company will be well-capitalized with a strong balance sheet and can realize its targeted free cash flow of $3 billion by the third year following completion of the merger;
- the ability to create a leading aerospace and defense technology company and a top-10 defense company globally, with approximately 48,000 employees and customers in over 100 countries;
- the combined company will be able to accelerate investment in select technologies to expand market leadership in key strategic domains in support of national security through its combined workforce of approximately 22,500 engineers and scientists;
- the combined company’s optimized research and development portfolio and investments will help drive greater research and development productivity and innovation for customers;
- the combined company’s technology synergies and complementary capabilities will enable pursuits in new domains and opportunities for enhanced revenue as a mission solutions prime;
- the structure of the transaction as a merger of equals, including the governance terms in the merger agreement providing that:
  - the board of directors of the combined company will include equal representation from each of the two companies;
  - the chief executive officers of each of Harris and L3 prior to the effective time of the merger will have key leadership positions in the combined company and there is a structured succession process that is designed to facilitate an orderly leadership transition;
  - Harris’ chief executive officer prior to the effective time of the merger will be the chief executive officer of the combined company as of the effective time until the second anniversary of the closing;
  - Harris’ chief executive officer prior to the effective time of the merger will be the executive chairman of the board of directors of the combined company as of the effective time until the third anniversary of the closing;
  - any change to the governance provisions, including those described in the four immediately preceding bullets would require the affirmative vote of at least 75% of the members of the board of directors of the combined company, and the belief of Harris’ board of directors that these arrangements would reasonably assure the continuity of the management and oversight of the combined company following completion of the merger and allow a strong management team drawn from both Harris and L3 to work together to integrate the two companies;

TABLE OF CONTENTS

- the combined company's name will reference the names of both Harris and L3; and
- as of the effective time, the headquarters of the combined company will be in Melbourne, Florida;

- the exchange ratio and that the exchange ratio is fixed, with no adjustment in the merger consideration to be received by L3 stockholders as a result of possible increases or decreases in the trading price of Harris' stock following the announcement of the merger;
- the resulting percentage ownership interest that current Harris stockholders would have in the combined company following the merger;
- the fact that the merger agreement permits Harris to continue to make its regular quarterly cash dividends of $0.685 per share of Harris common stock for each quarterly period for the year ended June 28, 2019 and up to $0.74 per share of Harris common stock for each quarterly period for the year ending June 30, 2020;
- historical information concerning Harris' and L3's respective businesses, financial condition, results of operations, earnings, trading prices, technology positions, managements, competitive positions and prospects on a stand-alone basis and forecasted combined basis;
- the results of the due diligence review of L3 and its business, including with respect to legal, accounting, tax and human resources matters, conducted by Harris and its advisors;
- the current and prospective business environment in which Harris and L3 operate, including international, national and local economic conditions, the competitive and regulatory environment, current and anticipated defense spending by the United States government and the likely effect of these factors on Harris and the combined company;
- the recommendation of Harris' senior management in favor of the merger;
- the alternatives reasonably available to Harris, including a merger of equals with another company inside or outside of the aerospace and defense industry, an acquisition of a smaller company, continuation on a stand-alone basis or sale of the company;
- the ability of the Harris stockholders to approve or reject the merger by voting on the share issuance and the charter amendment;
- the impact of the merger on the customers and employees of Harris;
- the belief of Harris' management that the merger would be approved by the requisite authorities, without the imposition of conditions sufficiently material to preclude the merger, and would otherwise be consummated in accordance with the terms of the merger agreement;
- the oral opinion of Morgan Stanley, subsequently confirmed by delivery of a written opinion dated October 12, 2018, that, as of such date, and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth in its written opinion, the exchange ratio was fair, from a financial point of view, to Harris, as more fully described under the section entitled **The Merger—Opinion of Harris' Financial Advisor** beginning on page 104 and the full text of the written opinion of Morgan Stanley, which is attached as Annex C to this joint proxy statement/prospectus;
- the review by the Harris board of directors with its advisors of the structure of the proposed merger and the financial and other terms of the merger agreement, including the parties' representations, warranties and covenants, the conditions to their respective obligations and the termination provisions as well as the likelihood of consummation of the proposed transactions and the evaluation of Harris' board of directors of the likely time period necessary to complete the merger. The Harris board of directors also considered the following specific aspects of the merger agreement:
  - the nature of the closing conditions included in the merger agreement, including the reciprocal exceptions to the events that would constitute a material adverse effect on either Harris or L3 for purposes of the merger agreement, as well as the likelihood of satisfaction of all conditions to completion of the transactions;

TABLE OF CONTENTS

- the representations and warranties of Harris and L3, as well as the interim operating covenants requiring the parties to conduct their respective businesses in the ordinary course prior to completion of the merger, subject to specific limitations, are generally reciprocal;
- the requirement to use reasonable best efforts to obtain approvals or clearances by applicable competition authorities, including by divesting assets, holding separate assets or otherwise taking any other action that would limit Harris' or L3's freedom of action, except to the extent that such action would reasonably be expected to be materially adverse to Harris, L3 and their subsidiaries (taken as a whole) after giving effect to the merger;
- the restrictions in the merger agreement on L3's ability to respond to and negotiate certain alternative transaction proposals from third parties, the requirement that L3 pay Harris a $590 million termination fee if the merger agreement is terminated under certain circumstances and the inability of L3 to terminate the merger agreement in connection with a change of recommendation by the L3 board of directors;
- Harris' right to engage in negotiations with, and provide information to, a third party that makes an unsolicited written *bona fide* proposal relating to an alternative proposal, if the Harris board of directors has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such proposal constitutes or could reasonably be expected to result in a transaction that is superior to the proposed transaction with L3 and the failure to take such action would be inconsistent with its directors' fiduciary duties; and
- the right of Harris' board of directors to change its recommendation to Harris stockholders to vote **FOR** the share issuance proposal and the charter amendment proposal if a superior proposal is available or an intervening event has occurred so long as the Harris board of directors has determined in good faith, after consultation with its outside legal counsel and financial advisors, that the failure to take such action would reasonably be expected to be inconsistent with its directors' fiduciary duties, subject to certain conditions (including taking into account any modifications to the terms of the merger agreement and, in connection with the termination of the merger agreement, Harris being obligated to pay L3 a termination fee of $700 million if the merger agreement is terminated in certain circumstances as described in the section entitled **The Merger Agreement—Termination Fees** beginning on page 152).

The Harris board of directors weighed these advantages and opportunities against a number of potentially negative factors in its deliberations concerning the merger agreement and the merger, including:

- the risk that the merger might not receive all necessary regulatory approvals, or that any governmental entity could require the divestiture of significant assets or businesses or impose other restrictions as conditions to its approval; see the section entitled **The Merger—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122;
- the risk that, because the exchange ratio under the merger agreement would not be adjusted for changes in the market price of Harris common stock or L3 common stock, the value of the shares of Harris common stock to be issued to holders of shares of L3 common stock upon the consummation of the merger could be significantly more than the value of such shares immediately prior to the announcement of the proposed merger;
- the risk that L3's financial performance may not meet Harris' expectations;
- the difficulties and management challenges inherent in completing the merger and integrating the businesses, operations and workforce of L3 with those of Harris and the possibility of encountering difficulties in achieving expected growth and cost savings;
- the possible diversion of management attention for an extended period of time during the pendency of the merger and, following closing, the integration of the two companies;
- the provisions of the merger agreement which prohibit Harris from soliciting or entertaining other acquisition offers and the potential payment to L3 by Harris of a termination fee of $700 million, as described in the section entitled **The Merger Agreement—Termination Fees** beginning on page 152;

98

TABLE OF CONTENTS

- the risk that the $590 million termination fee to which Harris may be entitled, subject to the terms and conditions of the merger agreement, in the event L3 terminates the agreement in certain circumstances may not be sufficient to compensate Harris for the harm it might suffer as a result of such termination;
- the potential for litigation relating to the proposed merger and the associated costs, burden and inconvenience involved in defending those proceedings;
- the potential difficulties in retaining key personnel of Harris and L3 following announcement of the merger;
- the potential effect of the merger on overall business of Harris, including its relationships with customers, suppliers and regulators;
- the risk that Harris stockholders or L3 stockholders, as applicable, may vote down the proposals at the Harris stockholder meeting or L3 stockholder meeting;
- that certain provisions of the merger agreement, although reciprocal, may have the effect of discouraging alternative proposals involving Harris;
- the substantial costs to be incurred in connection with the merger, including those incurred regardless of whether the merger is consummated;
- terms of the merger agreement which restrict Harris' abilities to operate its business outside of the ordinary course before the closing of the merger; and
- the risks of the type and nature described in the section entitled **Risk Factors** beginning on page 44 and the matters described in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 42.

The Harris board of directors considered all of these factors as a whole and, on balance, concluded that it supported a favorable determination to enter into the merger agreement.

In addition, the Harris board of directors was aware of and considered the interests of its directors and executive officers that are different from, or in addition to, the interests of Harris stockholders generally, including the treatment of Harris stock options and other equity awards held by such directors and executive officers in the merger described in the section entitled **Interests of Harris' Directors and Executive Officers in the Merger** beginning on page 166 and Harris' agreement to indemnify Harris directors and officers against certain claims and liabilities.

The foregoing discussion of the information and factors that the Harris board of directors considered is not intended to be exhaustive, but rather is meant to include the material factors that the Harris board of directors considered. The Harris board of directors collectively reached the conclusion to approve the merger agreement, the merger and the other transactions contemplated by the merger agreement in light of the various factors described above and other factors that the members of the Harris board of directors believed were appropriate. In view of the complexity and wide variety of factors, both positive and negative, that the Harris board of directors considered in connection with its evaluation of the merger, the Harris board of directors did not find it practical, and did not attempt, to quantify, rank or otherwise assign relative or specific weights or values to any of the factors it considered in reaching its decision and did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to the ultimate determination of the Harris board of directors. In considering the factors discussed above, individual directors may have given different weights to different factors.

The foregoing description of Harris' consideration of the factors supporting the merger is forward-looking in nature. This information should be read in light of the factors discussed in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 42.

Recommendation of the L3 Board of Directors; L3 s Reasons for the Merger

At a meeting held on October 12, 2018, the L3 board of directors unanimously:

-

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;

99

TABLE OF CONTENTS

- approved and declared advisable the merger agreement, the merger and the other transactions contemplated by the merger agreement;
- directed the merger agreement be submitted for adoption at a meeting of L3 stockholders; and
- recommended that the L3 stockholders adopt the merger agreement.

ACCORDINGLY, THE L3 BOARD OF DIRECTORS HAS APPROVED THE MERGER AGREEMENT AND UNANIMOUSLY RECOMMENDS THAT L3 S STOCKHOLDERS VOTE FOR THE PROPOSAL TO ADOPT THE MERGER AGREEMENT.

In reaching its decision to approve and declare advisable the merger agreement, the merger and the other transactions contemplated by the merger agreement, the L3 board of directors, as described in the section entitled **The Merger—Background of the Merger** beginning on page 80, held a number of meetings, consulted with L3's senior management and its outside legal and financial advisors, Simpson Thacher and Goldman Sachs, respectively, and considered the business, assets and liabilities, results of operations, financial performance, strategic direction and prospects of L3 and Harris and determined that the merger was in the best interests of L3. At its meeting held on October 12, 2018, after due consideration and consultation with L3's senior management and outside legal and financial advisors, 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 recommended that L3 stockholders vote in favor of the adoption of the merger agreement.

In making its determination, the L3 board of directors focused on a number of factors, including the following:

- the unique opportunity to combine two complementary businesses with complementary franchises and extensive technology portfolios which would enable the combined company to accelerate innovation and expand its capabilities across multiple platforms;
- that Mr. Kubasik and Mr. Brown will lead the combined company following the merger;
- the cultural alignment between L3 and Harris, including shared values and commitment to integrity, operational excellence, customer satisfaction, innovation and stockholder value;
- the expectation that, with the increased scale, the combined company would be able to invest more in research and development and that the combined company would enable it to accelerate innovation and expand leadership in key strategic domains;
- the importance of scale in the competitive market environments in which L3 and Harris operate, and the potential for the merger to enhance the combined company's ability to compete effectively in those environments;
- the expectation that the combined company will deliver long-term operating improvement, with greater potential for earnings expansion;
- the expectation that the transactions would deliver approximately $500 million of annual gross cost synergies by the end of the third year following completion of the of the merger with an estimated total investment of approximately $450 million to achieve such synergies over the same period;
- the expectation that the combined company will be well-capitalized with a strong balance sheet and can realize its targeted free cash flow of $3 billion by the third year following completion of the merger;
- the ability to create an aerospace and defense sixth prime technology company and a top-10 defense company globally, with approximately 48,000 employees and customers in over 100 countries;
- the structure of the transaction as a merger of equals, including the governance terms in the merger agreement providing that:
  - the board of directors of the combined company will include equal representation from each of the two companies;
  - the chief executive officers of each of L3 and Harris prior to the effective time of the merger will have key leadership positions in the combined company and there is a structured succession process that is designed to facilitate an orderly leadership transition;

100

TABLE OF CONTENTS

- L3's chief executive officer prior to the effective time of the merger will be the president and chief operating officer of the combined company with oversight over operational functions;
- the combined company's board of directors will have a lead independent director to be designated by L3; any change to the governance provisions, including those described in the four immediately preceding bullets would require the affirmative vote of at least 75% of the members of the board of directors of the combined company, and the belief of L3's board of directors that these arrangements would reasonably assure the continuity of the management and oversight of the combined company following completion of the merger and allow a strong management team drawn from both L3 and Harris to work together to integrate the two companies; and
- the combined company's name will reference the names of both L3 and Harris;
- that the exchange ratio of 1.30 shares of Harris common stock for each share of L3 common stock is fixed, consistent with the principles underlying the merger of equals structure for the transaction;
- the resulting percentage ownership interest that current L3 stockholders would have in the combined company following the merger;
- that the merger agreement permits L3 to continue to make its regular quarterly cash dividends of $0.80 per share of L3 common stock for each quarterly period for the year ended December 31, 2018 and up to $0.85 per share of L3 common stock for each quarterly period for the year ended December 31, 2019, which dividends will not result in any adjustment to the exchange ratio;
- the historical and projected financial information concerning L3's business, financial performance and condition, results of operations, earnings, competitive position and prospects as a stand-alone company;
- the information and discussions with L3's senior management and outside advisors regarding Harris' business, assets, financial condition, results of operations, current business strategy and prospects, including the projected long-term financial results of Harris as a stand-alone company, the size and scale of the combined company and the expected pro forma effect of the proposed merger on the combined company;
- the current and prospective business environment in which L3 and Harris operate, including international, national and local economic conditions, the competitive and regulatory environment, current and anticipated defense spending by the United States government and the likely effect of these factors on L3 and the combined company;
- the recommendation of L3's senior management in favor of the merger;
- that the merger and the all-stock consideration offered in connection therewith provide L3 stockholders with an opportunity to participate in the equity value of the combined company, including future growth and the expected cost synergies resulting from the merger;
- the ability of the L3 stockholders to approve or reject the merger by voting on the adoption of the merger agreement;
- the impact of the merger on the customers and employees of L3;
- the belief of L3's senior management that the merger would be approved by the requisite authorities, without the imposition of conditions sufficiently material to preclude the merger, and would otherwise be consummated in accordance with the terms of the merger agreement;
- the analyses and presentations of Goldman Sachs and its oral opinion, subsequently confirmed in writing, to the L3 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, as more fully described under the section entitled **The Merger—Opinion of L3's Financial Advisor** beginning on page 111 and the full text of the written opinion of Goldman Sachs, which is attached as Annex D to this joint proxy statement/prospectus;

TABLE OF CONTENTS

- the expected tax-free treatment of the merger for U.S. federal income tax purposes, as more fully described in the section entitled **Material U.S. Federal Income Tax Consequences** beginning on page 181, and the expectation that the merger will constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and
- the review by the L3 board of directors with its advisors of the structure of the proposed merger and the financial and other terms of the merger agreement, including the parties' representations, warranties and covenants, the conditions to their respective obligations and the termination provisions as well as the likelihood of consummation of the proposed transactions and the evaluation of L3's board of directors of the likely time period necessary to complete the merger. The L3 board of directors also considered the following specific aspects of the merger agreement:
  - the nature of the closing conditions included in the merger agreement, including the reciprocal exceptions to the events that would constitute a material adverse effect on either L3 or Harris for purposes of the merger agreement, as well as the likelihood of satisfaction of all conditions to completion of the transactions;
  - that the representations and warranties of L3 and Harris, as well as the interim operating covenants requiring the parties to conduct their respective businesses in the ordinary course prior to completion of the merger, subject to specific limitations, are generally reciprocal;
  - the requirement to use reasonable best efforts to obtain approvals or clearances by applicable competition authorities, including by divesting assets, holding separate assets or otherwise taking any other action that would limit L3's or Harris' freedom of action, except to the extent that such action would reasonably be expected to be materially adverse to L3, Harris and their subsidiaries (taken as a whole) after giving effect to the merger;
  - the restrictions in the merger agreement on Harris' ability to respond to and negotiate certain alternative transaction proposals from third parties, the requirement that Harris pay L3 a $700 million termination fee if the merger agreement is terminated under certain circumstances and the inability of Harris to terminate the merger agreement in connection with a change of recommendation by the Harris board of directors;
  - L3's right to engage in negotiations with, and provide information to, a third party that makes an unsolicited written *bona fide* proposal relating to an alternative proposal, if the L3 board of directors has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such proposal constitutes or could reasonably be expected to result in a transaction that is superior to the proposed transaction with Harris and the failure to take such action would be inconsistent with its directors' fiduciary duties; and
  - the right of L3's board of directors to change its recommendation to L3 stockholders to vote **FOR** the L3 merger agreement proposal if a superior proposal is available or an intervening event has occurred so long as the L3 board of directors has determined in good faith, after consultation with its outside legal counsel and financial advisors, that the failure to take such action would reasonably be expected to be inconsistent with its directors' fiduciary duties, subject to certain conditions (including taking into account any modifications to the terms of the merger agreement and, in connection with the termination of the merger agreement, L3 being obligated to pay Harris a termination fee of $590 million if the merger agreement is terminated in certain circumstances as described in the section entitled **The Merger Agreement—Termination Fees** beginning on page 152).

The L3 board of directors weighed these advantages and opportunities against a number of potentially negative factors in its deliberations concerning the merger agreement and the merger, including:

- the risk that Harris' financial performance may not meet L3's expectations;
- the difficulties and management challenges inherent in completing the merger and integrating the business, operations and workforce of Harris with those of L3 and the risk of not capturing all of the anticipated cost synergies and the risk that other anticipated benefits of the merger might not be

realized;

102

TABLE OF CONTENTS

- the amount of time it could take to complete the merger, including that completion of the merger depends on factors outside of L3's or Harris' control, and the risk that the pendency of the merger for an extended period of time following the announcement of the execution of the merger agreement could have an adverse impact on L3 and Harris, including their respective customer, supplier and other business relationships
- the possible diversion of management attention for an extended period of time during the pendency of the merger
- the risk that, despite the retention efforts of L3 and Harris prior to the consummation of the merger, the combined company may lose key personnel
- the risk that changes in the regulatory landscape or new industry developments, including changes in consumer preferences, may adversely affect the business benefits anticipated to result from the merger
- the provisions of the merger agreement which prohibit L3 from soliciting or entertaining other acquisition offers and the potential payment to Harris by L3 of a termination fee of $590 million, as described in the section entitled **The Merger Agreement—Termination Fees** beginning on page 152;
- the risk that the $700 million termination fee to which L3 may be entitled, subject to the terms and conditions of the merger agreement, in the event Harris terminates the agreement in certain circumstances may not be sufficient to compensate L3 for the harm it might suffer as a result of such termination;
- the potential for litigation relating to the proposed merger and the associated costs, burden and inconvenience involved in defending those proceedings;
- that certain provisions of the merger agreement, although reciprocal, may have the effect of discouraging alternative proposals involving L3;
- the restrictions in the merger agreement on the conduct of L3's business during the period between execution of the merger agreement and the consummation of the merger, including that L3 must conduct its business only in the ordinary course, subject to specific limitations, which could negatively impact L3's ability to pursue certain business opportunities or strategic transactions;
- the risk that L3 stockholders or Harris stockholders, as applicable, may vote down the proposals at the L3 stockholder meeting or Harris stockholder meeting;
- the risk that regulatory agencies may delay, object to and challenge the merger or may impose terms and conditions in order to resolve those objections that adversely affect the financial results of L3; see the section entitled **The Merger—Reasonable Best Efforts and Regulatory Approvals** beginning on page 122;
- the potential that the fixed exchange ratio under the merger agreement could result in L3 delivering greater value to the Harris stockholders than had been anticipated by L3 should the value of the shares of L3 common stock increase relative to the value of Harris common stock from the date of the execution of the merger agreement
- the transaction costs to be incurred in connection with the proposed merger; and
- the risks of the type and nature described in the section entitled **Risk Factors** beginning on page 44 and the matters described in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 42.

The L3 board of directors considered all of these factors as a whole and, on balance, concluded that it supported a favorable determination to approve the merger agreement and to make its recommendations to the L3 stockholders.

In addition, the L3 board of directors was aware of and considered the interests of its directors and executive officers that are different from, or in addition to, the interests of L3 stockholders generally, including

TABLE OF CONTENTS

the treatment of L3 stock options and other equity awards held by such directors and executive officers in the merger described in the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 174 and the obligation of the combined company to indemnify L3 directors and officers against certain claims and liabilities.

The foregoing discussion of the information and factors that the L3 board of directors considered is not intended to be exhaustive, but rather is meant to include the material factors that the L3 board of directors considered. The L3 board of directors collectively reached the conclusion to approve the merger agreement, the merger and the other transactions contemplated by the merger agreement in light of the various factors described above and other factors that the members of the L3 board of directors believed were appropriate. In view of the complexity and wide variety of factors, both positive and negative, that the L3 board of directors considered in connection with its evaluation of the merger, the L3 board of directors did not find it practical, and did not attempt, to quantify, rank or otherwise assign relative or specific weights or values to any of the factors it considered in reaching its decision and did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to the ultimate determination of the L3 board of directors. In considering the factors discussed above, individual directors may have given different weights to different factors.

The foregoing description of L3's consideration of the factors supporting the merger is forward-looking in nature. This information should be read in light of the factors discussed in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 42.

Opinion of Harris Financial Advisor

Harris retained Morgan Stanley to provide it with financial advisory services in connection with the merger. Harris selected Morgan Stanley to act as its financial advisor based on Morgan Stanley s reputation as a highly regarded investment bank, substantial knowledge of the defense industry, familiarity with Harris and extensive experience in providing financial advice in connection with merger of equals transactions. As part of this engagement, Harris requested that Morgan Stanley provide an opinion as to the fairness, from a financial point of view, of the exchange ratio to Harris. In connection with the Harris board of directors consideration of the merger, Morgan Stanley rendered to the Harris board of directors at its meeting on October 12, 2018, its oral opinion, subsequently confirmed by delivery of a written opinion dated October 12, 2018, that, as of such date, and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of 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 the assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion, is attached to this joint proxy statement/prospectus as Annex C and is incorporated into this joint proxy statement/prospectus by reference. The description of Morgan Stanley s opinion set forth below is qualified in its entirety by reference to the full text of Morgan Stanley s opinion. You are encouraged to read Morgan Stanley s opinion and this section carefully and in their entirety.

Morgan Stanley s opinion was directed to the Harris board of directors for the information of the Harris board of directors (in its capacity as such) and addressed only the fairness as of the date of such opinion, from a financial point of view, of the exchange ratio pursuant to the merger agreement to Harris. 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 the L3 Harris common stock would trade following the consummation of the merger or at any time, and Morgan Stanley expressed no opinion or recommendation to the stockholders

of Harris and L3 as to how such stockholders should vote or act with respect to the merger or any matter relating thereto.

For purposes of rendering its opinion, Morgan Stanley, among other things:

- reviewed certain publicly available financial statements and other business and financial information of Harris and L3, respectively;
- reviewed certain internal financial statements and other financial and operating data concerning Harris and L3, respectively;

TABLE OF CONTENTS

- reviewed certain financial projections prepared by the management of Harris, which are referred to as the financial projections by Harris, and certain financial projections prepared by the management of L3, which are referred to as the financial projections by L3 and together with the financial projections by Harris are collectively referred to as the management projections. Such management projections are more fully described in the sections entitled **The Merger—Harris Unaudited Financial Projections** beginning on page 117 and **The Merger—L3 Unaudited Financial Projections** beginning on page 119;
- reviewed certain information prepared by the management of Harris relating to certain strategic, financial and operational benefits anticipated from the merger, as more fully described in the section entitled **The Merger—Certain Estimated Synergies** beginning on page 121, which are referred to as the estimated synergies;
- discussed the past and current operations and financial condition and the prospects of L3, including certain information prepared by the management of Harris relating to certain strategic, financial and operational benefits anticipated from the merger, with senior executives of L3;
- discussed the past and current operations and financial condition and the prospects of Harris, including certain information prepared by the management of Harris relating to certain strategic, financial and operational benefits anticipated from the merger, with senior executives of Harris;
- reviewed the pro forma impact of the merger on Harris' earnings per share and certain financial ratios;
- reviewed the reported prices and trading activity for Harris common stock and L3 common stock;
- compared the financial performance of Harris and L3 and the prices and trading activity of Harris common stock and L3 common stock with that of certain other publicly-traded companies comparable with Harris and L3, respectively, and their securities;
- reviewed the financial and other terms, to the extent publicly available, of certain comparable merger transactions;
- participated in certain discussions and negotiations among representatives of Harris and L3 and their financial and legal advisors;
- reviewed the merger agreement and certain related documents; and
- performed such other analyses, reviewed such other information and considered such other factors as Morgan Stanley deemed appropriate.

Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley by Harris and L3, and formed a substantial basis for its opinion. At the direction of Harris, Morgan Stanley s analyses relating to the business and financial prospects of Harris and L3 for purposes of the Morgan Stanley opinion were made on the bases of the management projections and certain information prepared by the management of Harris relating to the estimated synergies. With respect to such management projections, including the information relating to the estimated synergies, Morgan Stanley assumed, with the consent of Harris, that they had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the respective managements of Harris and L3 of the future financial performance of Harris and L3, respectively, and of the strategic, financial and operational benefits anticipated to result from the merger. Morgan Stanley expressed no view as to those certain financial projections prepared by the management of Harris and L3 and that certain information prepared by the management of Harris relating to certain strategic, financial and operational benefits anticipated from the merger, nor the assumptions on which they were based. In addition, Morgan Stanley assumed, with the consent of Harris, that the merger will be consummated in accordance with all applicable laws and regulations and in accordance with the terms set forth in the merger agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the merger will be treated as a tax-free reorganization pursuant to the Code, and that the definitive merger agreement would not differ in any material respect from the draft thereof furnished to Morgan Stanley. Morgan Stanley assumed, with the consent of Harris, that in connection with the receipt of any governmental, regulatory or other approvals, consents or agreements required in connection with the proposed merger, no delays, limitations, conditions or restrictions would be imposed that would have a material adverse effect on Harris, L3 their respective

105

TABLE OF CONTENTS

subsidiaries or the contemplated benefits expected to be derived in the proposed merger. Morgan Stanley noted that it was not a legal, tax or regulatory advisor. Morgan Stanley noted that it is a financial advisor only and relied upon, without independent verification, the assessment of Harris and L3 and their legal, tax and regulatory advisors with respect to legal, tax and regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of L3 s officers, directors or employees, or any class of such persons, relative to the consideration to be paid to the holders of shares of L3 common stock in the transaction (other than holders of the excluded shares). Morgan Stanley was not requested to make, and did not make, any independent valuation or appraisal of the assets or liabilities (contingent or otherwise) of Harris or L3, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley s opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, the date of its opinion. Events occurring after the date of Morgan Stanley s opinion may affect Morgan Stanley s opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm its opinion.

Morgan Stanley s opinion was limited to the fairness, from a financial point of view to Harris, of the exchange ratio. Morgan Stanley did not express any view on, and the Morgan Stanley opinion did not address, any other term or aspect of the merger agreement or the transactions contemplated thereby or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection therewith, other than the fairness, from a financial point of view to Harris, of the exchange ratio. Morgan Stanley was not requested to opine as to, and the Morgan Stanley opinion did not in any manner address, Harris underlying business decision to proceed with or effect the transactions contemplated by the merger agreement, or the likelihood that the merger is consummated. Morgan Stanley s opinion did not address the relative merits of the merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. In arriving at its opinion, Morgan Stanley was not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction, involving Harris.

Summary of Financial Analyses

The following is a summary of the material financial analyses performed by Morgan Stanley in connection with its oral opinion and the preparation of its written opinion to the Harris board of directors, both provided as of October 12, 2018. The following summary is not a complete description of the financial analyses performed and factors considered by Morgan Stanley in connection with its opinion, nor does the order of analyses described represent the relative importance or weight given to those analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before October 10, 2018. Some of these summaries of financial analyses include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. The analyses listed in the tables and described below must be considered as a whole. Assessing any portion of such analyses and of the factors reviewed, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying Morgan Stanley s opinion. Furthermore, mathematical analysis is not in itself a meaningful method of using the data referred to below.

In performing the financial analyses summarized below and in arriving at its opinion, at the direction of the management of Harris, Morgan Stanley utilized and relied upon certain management projections which were prepared and provided by the respective management of Harris and L3. In addition, Morgan Stanley utilized and relied upon the number of issued and outstanding shares of Harris and L3, as provided by Harris and L3 management. For further information regarding the management projections, see the sections entitled **The Merger—Harris Unaudited Financial Projections** beginning on page 117 and **The Merger—L3 Unaudited Financial Projections** beginning on page 119.

Comparable Companies Analysis

Morgan Stanley performed a comparable company trading analysis, which attempts to provide an implied value of a company by comparing it to similar companies that are publicly traded. Morgan Stanley reviewed certain financial information, valuation multiples and market trading data relating to Harris, L3 and selected publicly traded companies that Morgan Stanley believed, based on its professional judgement and experience with companies in the defense industry, to be similar to Harris and L3 for purposes of this analysis. Financial

TABLE OF CONTENTS

data of the selected companies were based on S&P Capital IQ, Thomson Reuters Estimates, public filings and other publicly available information. Financial data of Harris and L3 were based on the management projections of Harris and L3, respectively. P/E Ratio refers to the ratio of the market price of a company s stock to its earnings per share. FCF Yield refers to a company s levered free cash flows as a percentage of that company s total market capitalization. EBITDA refers to earnings before interest, taxes, depreciation and amortization. Certain of the foregoing terms are used throughout this summary of financial analyses.

Morgan Stanley reviewed data including the P/E Ratio and FCF Yield as a multiple of estimated calendar year 2019 earnings per share and levered free cash flow for Harris, L3 and each of the following five selected publicly traded companies in the defense industry, which are referred to as the comparable companies:

- The Boeing Company;
- General Dynamics Corporation;
- Lockheed Martin Corporation;
- Northrop Grumman Corporation; and
- The Raytheon Company.

The results of the analysis for the comparable companies are as indicated in the following table:

Metric	**Median**
CY2019E P/E Ratio	17.2x
CY2019E FCF Yield	6.4%

Based on the foregoing, as well as Morgan Stanley s professional judgment, Morgan Stanley applied trading multiple ranges of (a) CY2019 P/E Ratio of 17.0x to 20.0x and 16.0x to 19.0x for Harris and L3, respectively, to their respective projected CY2019 earnings per share and (b) CY2019 FCF Yield of 5.25% to 6.25% and 5.75% to 6.75% for Harris and L3, respectively, to their respective projected CY2019 levered free cash flows. These calculations resulted in the below ranges of implied equity value per share for Harris and L3 (rounded to the nearest dollar):

	Range of Implied Equity Value Per Share	
Company	*CY2019 P/E Ratio*	*CY2019 FCF Yield*
Harris	$141 to $166	$138 to $163
L3	$190 to $225	$191 to $224

Applying the foregoing CY2019E P/E Ratio analyses, Morgan Stanley then calculated the implied equity exchange ratio by (a) dividing the low end of the foregoing range for the L3 common stock of $190 by the high end of the range for the Harris common stock of $166, and (b) dividing the high end of the range for the L3 common stock of $225 by the low end of the range for the Harris common stock of $141. This analysis indicated a range of implied exchange ratios of approximately 1.14x to 1.60x.

Applying the foregoing CY2019E FCF Yield analyses, Morgan Stanley then calculated the implied equity exchange ratio (a) dividing the low end of the foregoing range for the L3 common stock of $191 by the high end of the range for the Harris common stock of $163, and (b) dividing the high end of the range for the L3 common stock of $224 by the low end of the range for the Harris common stock of $138. This analysis indicated a range of implied exchange ratios of approximately 1.17x to 1.63x.

No company utilized in the comparable companies analysis is identical to Harris or L3 and hence the foregoing summary and underlying financial analyses involved complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Harris and L3 were compared, respectively. In evaluating comparable companies, Morgan

Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of Harris and L3, such as the impact of competition on the businesses of Harris and L3 and the industry generally, industry growth and the absence of any adverse material change in the financial condition and prospects of Harris and L3 or the industry or in the financial markets in general. Mathematical analysis is not in itself a meaningful method of using selected company data.

TABLE OF CONTENTS

Discounted Equity Value Analysis

Morgan Stanley performed an analysis of the implied present value of the future stock prices and dividend payments of Harris and L3, which is designed to provide insight into a theoretical estimate of the future implied value of a company s common equity as a function of such company s estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value is subsequently discounted back to the present day at the company s cost of equity in order to arrive at an illustrative estimate of the present value for the company s theoretical future implied stock price.

Harris: Morgan Stanley calculated ranges of implied equity values per share of Harris common stock as of September 30, 2018. Morgan Stanley calculated the future equity value per share of Harris common stock as of June 30, 2020 by applying a range of P/E Ratios of 18.0x to 22.0x (reflecting normalized ratios consistent with Harris historical trading range) to Harris fiscal year 2021 estimated earnings per share, as provided by Harris management. Morgan Stanley discounted the resulting future equity values per share and dividends per share based on Harris management projections to September 30, 2018 using a discount rate equal to the Harris cost of equity of 8.9% (as calculated by Morgan Stanley based on the capital asset pricing model). Morgan Stanley derived an implied discounted equity value per share range of approximately $156 to $190.

L3: Morgan Stanley calculated ranges of implied equity values per share of L3 common stock as of September 30, 2018. Morgan Stanley calculated the future equity value per share of L3 common stock as of December 31, 2020 by applying a range of P/E Ratios of 17.0x to 21.0x (reflecting normalized ratios consistent with L3 s historical trading range) to L3 s calendar year 2021 estimated earnings per share, as provided by L3 management. Morgan Stanley discounted the resulting future equity values per share and dividends per share based on L3 management projections to September 30, 2018 using a discount rate equal to the L3 cost of equity of 9.3% (as calculated by Morgan Stanley based on the capital asset pricing model). Morgan Stanley derived an implied discounted equity value per share range of approximately $214 to $262.

Implied Exchange Ratio. Applying the foregoing analyses, Morgan Stanley then calculated the implied exchange ratio by (a) dividing the high end of the foregoing range for the L3 common stock of $262 by the low end of the range for the Harris common stock of $156, and (b) by dividing the low end of the range for the L3 common stock of $214 by the high end of range for the Harris common stock of $190. This analysis indicated a range of implied exchange ratios of approximately 1.12x to 1.68x.

Morgan Stanley noted that this is an illustrative analysis only and not a prediction of future trading.

Discounted Cash Flow Analysis

Morgan Stanley conducted a discounted cash flow analysis for the purpose of determining an implied equity value per share for Harris common stock and L3 common stock. A discounted cash flow analysis is designed to provide an implied value of a company by calculating the present value of the estimated future cash flows and terminal value of a company. EBITA refers to earnings before interest, taxes and intangible amortization.

Harris: Morgan Stanley performed a discounted cash flow analysis of Harris using information contained in the financial projections by Harris to calculate ranges of the implied equity value per share of Harris as of September 30, 2018. Morgan Stanley, in performing its discounted cash flow analysis, calculated the unlevered free cash flows for fiscal years 2019 (nine-month stub period) through 2023 as earnings before interest and taxes, which is referred to as EBIT, (a) adding back certain intangible amortization costs, adjusting for the impact of ASU 2017-07, and deducting cash taxes to reflect EBITA on an after-tax basis, then (b) adding back or deducting, as applicable, depreciation and other amortization, accrued expenses and deferred taxes, certain contingency cash flows, changes in net working

capital and capital expenditures. Morgan Stanley calculated terminal values for Harris by applying a perpetual growth rate of 3.0%, based on Morgan Stanley s professional judgment, to the normalized unlevered free cash flow of Harris for fiscal year 2023. Morgan Stanley then applied a range of discount rates from 7.4% to 8.7%, which were chosen by Morgan Stanley based on the weighted average costs of capital, which is referred to as WACC, of Harris and Morgan Stanley s professional judgement, to calculate the present value of the range of terminal values and unlevered free cash flows of Harris as of September 30, 2018, adjusted for Harris net debt as of September 30, 2018, as provided by Harris management, to calculate an implied price per share of approximately $146 to $195, which gives effect to the dilutive impact

TABLE OF CONTENTS

of restricted stock units, performance units and stock options using the treasury stock method, all as of October 10, 2018 per Harris management. The estimates of unlevered free cash flow used in the calculations described above were approved for use by Harris after being calculated by Morgan Stanley using information set forth in the management projections.

L3: Morgan Stanley performed a discounted cash flow analysis of L3 using information contained in the financial projections by L3 to calculate ranges of the implied equity value per share of L3 as of September 30, 2018. Morgan Stanley, in performing its discounted cash flow analysis, calculated the unlevered free cash flows for calendar years 2018 (fourth-quarter only) through 2023 as EBIT, (a) adding back certain intangible amortization costs, adjusting for the impact of ASU 2017-07 and deducting cash taxes to reflect EBITA on an after-tax basis, then (b) adding back or deducting, as applicable, depreciation and other amortization, deferred taxes, tax-affected pension contributions, changes in net working capital and capital expenditures. Morgan Stanley calculated terminal values for L3 by applying a perpetual growth rate of 3.0%, based on Morgan Stanley s professional judgment, to the normalized unlevered free cash flow of L3 for 2023. Morgan Stanley then applied a range of discount rates from 7.6% to 8.8%, which were chosen by Morgan Stanley based on the WACC of L3 and Morgan Stanley s professional judgement, to calculate the present value of the range of terminal values, unlevered free cash flows and the tax-affected present value of the 2023 net unfunded pension liability of L3 as of September 30, 2018, adjusted for L3 s net debt as of September 30, 2018, as provided by L3 management, to calculate an implied price per share of approximately $223 to $290, which gives effect to the dilutive impact of restricted stock units, performance units and stock options using the treasury stock method, all as of October 10, 2018 per L3 management. The estimates of unlevered free cash flow used in the calculations described above were approved for use by Harris after being calculated by Morgan Stanley using information set forth in the management projections.

Implied Exchange Ratio. Applying the foregoing Morgan Stanley analyses, Morgan Stanley then calculated the implied exchange ratio by (a) dividing the low end of the foregoing range for the L3 common stock of $223 by the high end of the range for the Harris common stock of $195, and (b) dividing the high end of the range for the L3 common stock of $290 by the low end of the range for the Harris common stock of $146. This analysis indicated a range of implied exchange ratios of approximately 1.14x to 1.98x.

Other Information

Historical Trading Prices

Morgan Stanley reviewed the historical trading prices of Harris common stock and L3 common stock during the 52-week period ending October 10, 2018, which reflected low to high intraday prices for Harris common stock during such period of approximately $134 to $171 per share and L3 common stock of approximately $180 to $219 per share during such period. Morgan Stanley then calculated the implied exchange ratio by (a) dividing the high end of the foregoing range for the L3 common stock of $219 by the low end of the range for the Harris common stock of $134, and (b) by dividing the low end of the range for the L3 common stock of $180 by the high end of range for the Harris common stock of $171. The foregoing analysis resulted in an implied exchange ratio of 1.06x to 1.64x.

The historical trading prices analysis was presented for reference purposes only, and was not relied upon for valuation purposes.

Analyst Price Targets

Morgan Stanley reviewed publicly available equity research analysts 12-month share price targets for Harris and L3 common stock as of October 10, 2018. Morgan Stanley noted that the price targets issued by those research analysts with publicly available price targets ranged from approximately $180 to $201 per share of Harris common stock and

$204 to $280 per share of L3 common stock. Morgan Stanley then calculated the implied exchange ratio by (a) dividing the high end of the foregoing range for the L3 common stock of $280 by the low end of the range for the Harris common stock of $180, and (b) by dividing the low end of the range for the L3 common stock of $204 by the high end of the range for the Harris common stock of $201. This analysis indicated a range of implied exchange ratios of approximately 1.01x to 1.56x. Morgan Stanley also took the publicly available equity research analysts 12-month share price targets for Harris and L3 common stock and discounted them at the cost of equity (based on an estimate of 8.9% for Harris and 9.3% for L3 (as calculated by Morgan Stanley)), which resulted in price targets for Harris and L3 that ranged from approximately $165 to

TABLE OF CONTENTS

$185 per share of Harris common stock and $187 to $256 per share of L3 common stock. Morgan Stanley then calculated the implied exchange ratio by (a) dividing the high end of the foregoing range for the L3 common stock of $256 by the low end of the range for the Harris common stock of $165, and (b) by dividing the low end of the range for the L3 common stock of $187 by the high end of the range for the Harris common stock of $185. This analysis indicated a range of implied exchange ratios of approximately 1.01x to 1.55x.

The analysts price targets were presented for reference purposes only, and were not relied upon for valuation purposes.

Contribution Analysis

Morgan Stanley performed a relative contribution analysis of Harris and L3, in which Morgan Stanley reviewed selected operational data based on the management projections, market data and historical financial information for each of Harris and L3, to determine L3 s and Harris relative contribution to the operations of the combined company following the merger. In particular, Morgan Stanley analyzed the relative equity contribution to revenue, EBIT, net income and levered free cash flows, in each case for CY2019 and CY2020, as well as current public market valuations for equity value and aggregate enterprise value. The foregoing analyses indicated a range of relative contributions from 45%/55% (L3 to Harris) on the low end to 64%/36% (L3 to Harris) on the high end.

Miscellaneous

In connection with the review of the merger agreement and the transactions contemplated thereby by the Harris board of directors, Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor that it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all of the analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley s view of the actual value of Harris or L3. In performing its analyses, Morgan Stanley made numerous judgments and assumptions with regard to industry performance, general business, regulatory, economic, market and financial conditions and other matters, many of which are beyond the control of Harris or L3. These include, among other things, the impact of competition on the business of Harris, L3 and the defense industry generally, industry growth, and the absence of any material adverse change in the financial condition and prospects of Harris, L3 or the defense industry, or in the financial markets in general. Any estimates contained in Morgan Stanley s analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness, from a financial point of view, of the exchange ratio to Harris pursuant to the merger agreement and in connection with the rendering of its oral opinion, subsequently confirmed by delivery of a written opinion, dated October 12, 2018, to the Harris board of directors. These analyses do not purport to be appraisals or to reflect the prices at which shares of Harris common stock or shares of L3 s common stock will trade following the consummation of the merger or at any time.

The exchange ratio was determined by Harris and L3 through arm s-length negotiations between Harris and L3 and was approved by the Harris board of directors. Morgan Stanley provided advice to Harris during these negotiations. Morgan Stanley did not, however, recommend any specific exchange ratio to Harris or the Harris board of directors or opine that any specific exchange ratio constituted the only appropriate exchange ratio for the merger. Morgan Stanley s

opinion did not address the relative merits of the merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. In addition, Morgan Stanley s opinion was not intended to, and did not, in any manner, address the price at which the Harris common stock would trade following 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.

TABLE OF CONTENTS

Morgan Stanley s opinion and its presentation to the Harris board of directors was one of many factors taken into consideration by the Harris board of directors in deciding to consider, approve and declare the advisability of the merger agreement and the transactions contemplated thereby. Consequently, the analyses described above should not be viewed as determinative of the opinion of the Harris board of directors with respect to the exchange ratio pursuant to the merger agreement or of whether the Harris board of directors would have been willing to agree to a different exchange ratio.

Morgan Stanley s opinion was approved by a committee of Morgan Stanley investment banking and other professionals in accordance with Morgan Stanley s customary practice.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of Harris, L3, any of their respective affiliates or any other company, or any currency or commodity, that may be involved in the transactions contemplated by the merger agreement, or any related derivative instrument.

Under the terms of its engagement letter, Morgan Stanley provided the Harris board of directors with financial advisory services and a financial opinion described in this section and attached hereto as Annex C in connection with the merger, and Harris has agreed to pay Morgan Stanley a fee for its services of $35 million, of which $5 million was payable upon the rendering of Morgan Stanley s fairness opinion and the remainder of which is contingent upon completion of the merger. Harris has also agreed to reimburse Morgan Stanley for its reasonable expenses, including reasonable fees of outside counsel and other professional advisors, incurred in connection with its engagement. In addition, Harris has agreed to indemnify Morgan Stanley and its affiliates, their respective officers, directors, employees and agents and each other person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses, including certain liabilities under the federal securities laws, relating to or arising out of Morgan Stanley s engagement.

In the two years prior to the date of Morgan Stanley s opinion, Morgan Stanley and its affiliates have provided financing services for Harris, for which Morgan Stanley and its affiliates have received fees of approximately $1,000,000 to $5,000,000 from Harris, and is a lender and the administrative agent under Harris credit facilities. In the two years prior to the date of Morgan Stanley s opinion, Morgan Stanley and its affiliates have provided financing services for L3, for which Morgan Stanley and its affiliates have received fees of approximately $5,000,000 to $10,000,000 from L3. Morgan Stanley may seek to provide financial advisory and financing services to Harris, L3 and their respective affiliates in the future and would expect to receive fees for the rendering of those services.

Opinion of L3 s Financial Advisor

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 Goldman Sachs opinion, dated October 12, 2018, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex D. Goldman Sachs provided advisory services and its opinion for the

information and assistance of the L3 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 common stock should vote with respect to the merger or any other matter.

In connection with rendering the Goldman Sachs opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

- the merger agreement;
- annual reports to stockholders and Annual Reports on Form 10-K of L3 and Harris for the five fiscal years ended December 31, 2017 and June 29, 2018, respectively;

TABLE OF CONTENTS

- certain interim reports to stockholders and Quarterly Reports on Form 10-Q of L3 and Harris;
- certain other communications from L3 and Harris to their respective stockholders;
- certain publicly available research analyst reports for L3 and Harris; and
- certain internal financial analyses and forecasts for L3 and Harris prepared by L3's management and for Harris stand-alone prepared by Harris' management, and certain financial analyses and forecasts for Harris pro forma for the merger prepared by the management of L3, in each case, as approved for Goldman Sachs' use by L3 (i.e., the management projections), including certain estimates of operating synergies projected by the managements of L3 and Harris to result from the merger, as approved for Goldman Sachs' use by L3 (i.e., the estimated synergies). Further information about the management projections can be found in the sections entitled **The Merger—Harris Unaudited Financial Projections** beginning on page 117 and **The Merger—L3 Unaudited Financial Projections** beginning on page 119. Further information about the estimated synergies can be found in the section entitled **The Merger—Certain Estimated Synergies** beginning on page 121.

Goldman Sachs also held discussions with members of the senior managements of L3 and Harris regarding their assessment of the strategic rationale for, and the potential benefits of, the merger and the past and current business operations, financial condition and future prospects of L3 and Harris; reviewed the reported price and trading activity for L3 common stock and Harris common stock; compared certain financial and stock market information for L3 and Harris with similar information for certain other companies the securities of which are publicly traded; and performed such other studies and analyses, and considered such other factors, as it deemed appropriate.

For purposes of rendering this opinion, Goldman Sachs, with L3 s consent, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by, it, without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed, with L3 s consent, that the management projections, including the estimated synergies, were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of L3. Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of L3 or Harris or any of their respective subsidiaries and it was not furnished with any such evaluation or appraisal. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the merger will be obtained without any adverse effect on L3 or Harris or on the expected benefits of the merger in any way meaningful to its analysis. Goldman Sachs has also assumed that the merger will be consummated on the terms set forth in the merger agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs opinion does not address the underlying business decision of L3 to engage in the merger or the relative merits of the merger as compared to any strategic alternatives that may be available to L3; nor does it address any legal, regulatory, tax or accounting matters. Goldman Sachs opinion addresses only the fairness from a financial point of view to the holders of L3 common stock (other than Harris and its affiliates), as of the date of the opinion, of the exchange ratio pursuant to the merger agreement. Goldman Sachs opinion does not express any view on, and does not address, any other term or aspect of the merger agreement or the merger or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection with the merger, including the fairness of the merger to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors or other constituencies of L3; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of L3 or Harris, or class of such persons, in connection with the merger, whether relative to the exchange ratio pursuant to the merger agreement or otherwise. Goldman Sachs opinion was necessarily based on economic, monetary, market and other conditions, as in effect on, and the information made available to it as of, the date of the opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of its opinion. In addition, Goldman Sachs does not express any opinion as to the prices at which shares of Harris common stock will trade at any time or as to the impact of the merger on the solvency or

viability of L3 or Harris or the ability of L3 or Harris to pay their respective obligations when they come due. Goldman Sachs opinion was approved by a fairness committee of Goldman Sachs.

TABLE OF CONTENTS

The following is a summary of the material financial analyses delivered by Goldman Sachs to the L3 board of directors in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before October 11, 2018, the last trading day before delivery of Goldman Sachs fairness opinion, and is not necessarily indicative of current market conditions.

Illustrative Discounted Cash Flow Analysis

L3 Stand-alone

Using the management projections, Goldman Sachs performed an illustrative discounted cash flow analysis of L3 on a stand-alone basis. Using discount rates ranging from 7.25% to 8.25%, reflecting estimates of L3 s WACC, Goldman Sachs discounted to present value as of September 28, 2018, which was the latest quarter end for which financial data were available, (a) estimates of unlevered free cash flow for L3 for the calendar fourth quarter of 2018 and the calendar years 2019 through 2023 and (b) a range of illustrative terminal values for L3, which were calculated by applying perpetuity growth rates ranging from 2.25% to 2.75% to a terminal year estimate of the unlevered free cash flow to be generated by L3, which analysis implied exit terminal year EBITDA multiples ranging from 11.1x to 14.8x. Goldman Sachs derived such discount rates by application of the capital asset pricing model, which requires certain company-specific inputs, including L3 s target capital structure weightings, the cost of long-term debt, after-tax yield on permanent excess cash, if any, future applicable marginal cash tax rate and a beta for L3, as well as certain financial metrics for the United States financial markets generally. The range of perpetuity growth rates was estimated by Goldman Sachs utilizing its professional judgment and experience, taking into account the management projections and market expectations regarding long-term real growth of gross domestic product and inflation. The estimates of unlevered free cash flow used in the calculations described above were approved for use by L3 after being calculated by Goldman Sachs using information set forth in the management projections.

Goldman Sachs then derived the range of illustrative enterprise values for L3 by adding the range of present values for the estimates of unlevered free cash flow and illustrative terminal values it derived as described above. Goldman Sachs then subtracted from the range of illustrative enterprise values it derived for L3 the amount of net debt of L3 (including minority interests liabilities), as of September 28, 2018, and amounts attributable to tax-effected pension underfunding and other post-employment benefits as of December 31, 2017, each as provided by L3 management, to derive a range of illustrative equity values for L3. Goldman Sachs then divided the range of illustrative equity values it derived by the number of fully diluted outstanding shares of L3 common stock, as provided by L3 management, to derive a range of illustrative present values per share of L3 common stock ranging from $198 to $273, rounded to the nearest dollar.

Pro Forma Combined Company

Using the management projections, Goldman Sachs performed an illustrative discounted cash flow analysis on the pro forma combined company for the merger taking into account the estimated synergies. Using discount rates ranging from 7.00% to 8.00%, reflecting estimates of the WACC for the pro forma combined company, Goldman Sachs discounted to present value as of September 28, 2018 (a) estimates of unlevered free cash flow for the pro forma combined company for the calendar fourth quarter of 2018 and the calendar years 2019 through 2023, as reflected in the management projections and (b) a range of illustrative terminal values for the pro forma combined company, which were calculated by applying perpetuity growth rates ranging from 2.25% to 2.75% to a terminal year estimate

of the unlevered free cash flow to be generated by the pro forma combined company, which analysis implied exit terminal year EBITDA multiples ranging from 12.2x to 16.6x. Goldman Sachs derived such discount rates by application of the capital asset pricing model, which requires certain company-specific inputs, including the combined company s target capital structure weightings, the cost of long-term debt, after-tax yield on permanent excess cash, if any, future applicable marginal cash tax rate and a beta for the combined company, as well as certain financial metrics for the United States financial markets generally. The range of perpetuity growth rates was estimated by Goldman Sachs utilizing its professional judgment and experience, taking into account the management projections, the estimated synergies and market

TABLE OF CONTENTS

expectations regarding long-term real growth of gross domestic product and inflation. The estimates of unlevered free cash flow used in the calculations described above were approved for use by L3 after being calculated by Goldman Sachs using information set forth in the management projections.

Goldman Sachs then derived ranges of illustrative enterprise values for the pro forma combined company by adding the ranges of present values for the estimates of unlevered free cash flow and illustrative terminal values it derived as described above. Goldman Sachs then subtracted from the range of illustrative enterprise values it derived for pro forma combined company the estimated pro forma net debt (including minority interests liabilities) and amounts attributable to tax-effected pension underfunding of the pro forma combined company (estimated as a sum of the net debt and amounts attributable to pension underfunding and other post-employment benefits for each of L3 and Harris, adjusted for merger expenses) as of September 28, 2018 (except that amounts attributable to tax-effected pension underfunding and other post-employment benefits for L3 and Harris were as of December 31, 2017 and June 29, 2018 respectively) each as provided by the managements of L3 and Harris, to derive a range of illustrative equity values for the pro forma combined company. Goldman Sachs then divided the range of illustrative equity values of the pro forma combined company it derived by the number of fully diluted shares of combined company common stock expected to be outstanding following the completion of the merger, estimated by multiplying the exchange ratio by the number of fully diluted outstanding shares of L3 common stock, converted to shares of Harris common stock on a treasury stock method basis, and adding the result to the number of fully diluted shares of Harris common stock outstanding as of immediately prior to the merger, to derive a range of illustrative present values per share of combined company common stock. Goldman Sachs then multiplied the range of illustrative present values by the exchange ratio to obtain an illustrative range of present values of $217 to $303 per share, rounded to the nearest dollar, of the pro forma combined company common stock to be received by L3 stockholders in the merger.

Illustrative Present Value of Future Share Price Analysis

Goldman Sachs performed illustrative analyses of the implied present value of an illustrative future price per share of both (a) L3 common stock (including cumulative dividends) and (b) the pro forma combined company common stock (including cumulative dividends) to be received in the merger by L3 stockholders, which are designed to provide an indication of the present value of a theoretical future value of a company s equity as a function of such company s estimated future earnings and its assumed price to future earnings per share multiple.

L3 Stand-alone

Goldman Sachs calculated the implied values per share of L3 common stock (including cumulative dividends) as of December 31 for each of the years 2019 to 2021. Goldman Sachs first derived ranges of implied future share prices (excluding dividends) for L3 as of December 31 for each of the years 2019 to 2021 by applying a range of next twelve months price to earnings, which is referred to as NTM P/E, multiples of 17.0x to 21.0x to the next twelve month earnings per share estimates for L3, based on the management projections. These illustrative multiple estimates were derived by Goldman Sachs utilizing its professional judgment and experience, taking into account current and historical NTM P/E multiple ranges for L3. Goldman Sachs then added the cumulative dividends per share expected to be paid to L3 stockholders in the fourth quarter of 2018 and each of the years 2019 to 2021, using the management projections.

Goldman Sachs then discounted the December 31, 2019, December 31, 2020 and December 31, 2021 implied future price per share of L3 common stock (including cumulative dividends) back to September 28, 2018, using an illustrative discount rate of 8.75%, reflecting an estimate of L3 s cost of equity. Goldman Sachs derived such discount rate by application of the capital asset pricing model, which requires certain company-specific inputs, including a beta for L3, as well as certain financial metrics for the United States financial markets generally. This analysis resulted in a range of implied present values of $207 to $272 per share of L3 common stock, rounded to the nearest dollar.

Pro Forma Combined Company

Goldman Sachs calculated the estimated implied values per share of the pro forma combined company common stock (including cumulative dividends) as of December 31 for each of the years 2019 to 2021. Goldman Sachs first derived ranges of implied future share prices (excluding dividends) for the pro forma combined company common stock as of December 31 for each of the years 2019 to 2021 by applying a range of NTM P/E

TABLE OF CONTENTS

multiples of 17.0x to 21.0x to the next twelve month earnings per share estimates for the pro forma combined company, based on the management projections. These illustrative multiple estimates were derived by Goldman Sachs utilizing its professional judgment and experience, taking into account current and historical NTM P/E multiple ranges for L3 and Harris. Goldman Sachs then added the cumulative dividends per share expected to be paid to the combined company stockholders in each of the years 2019 to 2021, based on the management projections and assuming that the merger closing occurred in June 2019.

Goldman Sachs then discounted the December 31, 2019, December 31, 2020 and December 31, 2021 implied future prices per share of the pro forma combined company (including dividends) back to September 28, 2018, using an illustrative discount rate of 8.25%, reflecting an estimate of the cost of equity for the pro forma combined company (L3 s stand-alone dividends were discounted back to September 28, 2018 using an illustrative discount rate of 8.75%, reflecting an estimate of the cost of equity for L3 stand-alone). Goldman Sachs derived such discount rates by application of the capital asset pricing model, which requires certain company-specific inputs, including a beta for the combined company, as well as certain financial metrics for the United States financial markets generally. This analysis included the Institutional Brokers Estimate System, which is referred to as IBES, estimate for the current NTM P/E multiple for L3 and Harris as 17.4x and 17.2x, respectively (which, for the purposes of this analysis, IBES projected next twelve months earnings per share for Harris was adjusted by $0.80 of merger amortization resulting from Harris acquisition of Exelis). This analysis resulted in a range of implied present values for Harris common stock which Goldman Sachs multiplied by the exchange ratio to obtain a range of implied present values of $230 to $299 per share, rounded to the nearest dollar, of the pro forma combined company common stock to be received by L3 stockholders in the merger.

Historical Exchange Ratio Analysis

Goldman Sachs calculated the exchange ratio on October 11, 2018 and historical average exchange ratios over the one month, two month, three month, six month, one year, three year and five year periods ended October 11, 2018, by first dividing the closing price per share of L3 common stock on each trading day during each such period by the closing price per share of Harris common stock on the same trading day, and subsequently taking the average of these daily historical exchange ratios over such periods.

The following table presents the results of this analysis:

	Exchange Ratio
October 11, 2018	1.27x
1-Month Average	1.28x
2-Month Average	1.28x
3-Month Average	1.30x
6-Month Average	1.30x
1-Year Average	1.33x
3-Year Average	1.47x
5-Year Average	1.52x

Illustrative Contribution Analysis

Goldman Sachs performed a relative contribution analysis of L3 and Harris, in which Goldman Sachs reviewed selected operational data and market data for each of L3 and Harris, to determine L3's and Harris' relative contribution to the operations of the combined company following the merger. In particular, Goldman Sachs analyzed the relative equity contribution to EBITDA adjusted for ASU 2017-07, which is referred to as pension adjusted EBITDA, net

income and free cash flow, in each case for calendar years 2018, 2019, and 2020, as well as public market capitalization and the implied equity value of the combined company based on a discounted cash flow analysis calculated as of September 28, 2018. Goldman Sachs also analyzed the relative enterprise value contribution to pension adjusted EBITDA for calendar years 2018, 2019 and 2020, as well as public enterprise value and the implied enterprise value of the combined company based on a discounted cash flow analysis calculated as of September 28, 2018. Goldman Sachs calculated an implied illustrative exchange ratio based on the relative size of contribution for each financial metric, calculated on an equity value basis.

TABLE OF CONTENTS

The analysis did not take into account any of the estimated synergies and was based on the management projections and market research, as well as market data as of October 11, 2018. Harris financial information was converted to calendar year-end for comparability. Underfunded pension liability and other post-employment benefits were excluded from the enterprise value and implied metrics. The following table presents the results of the analysis:

		Contribution Analysis				
		Enterprise Value Contribution		Equity Contribution		
Metric	Calendar Year End	L3	Harris	L3	Harris	Implied Exchange Ratio
Market Cap				46 %	54 %	1.27x
Enterprise Value		45 %	55 %			1.27x
Pension Adjusted EBITDA	2018	51 %	49 %	52 %	48 %	1.66x
	2019	51 %	49 %	52 %	48 %	1.65x
	2020	51 %	49 %	52 %	48 %	1.66x
Net Income	2018			49 %	51 %	1.43x
	2019			48 %	52 %	1.39x
	2020			48 %	52 %	1.42x
Free Cash Flow	2018			49 %	51 %	1.43x
	2019			47 %	53 %	1.35x
	2020			50 %	50 %	1.53x
Discounted Cash Flow	September 28, 2018	47 %	53 %	47 %	53 %	1.35x

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses.

Goldman Sachs prepared these analyses for purposes of Goldman Sachs providing its opinion to L3 s board of directors as to the fairness from a financial point of view of the exchange ratio to the holders (other than Harris and its affiliates) of L3 common stock. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results (including the management projections) are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of L3, Harris, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The exchange ratio was determined through arm s-length negotiations between L3 and Harris and was approved by L3's board of directors. Goldman Sachs provided advice to L3 during these negotiations. Goldman Sachs did not, however, recommend any specific exchange ratio to L3 or its board of directors or that any specific exchange ratio constituted the only appropriate exchange ratio for the merger.

As described above, Goldman Sachs' opinion to L3 s board of directors was one of many factors taken into consideration by L3 s board of directors in making its determination to approve the merger agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex D.

Goldman Sachs and its affiliates are engaged in advisory, underwriting and financing, principal investing, sales and trading, research, investment management and other financial and non-financial activities and services for various persons and entities. Goldman Sachs and its affiliates and employees, and funds or other entities they manage or in which they invest or have other economic interests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of L3, Harris, any of their respective affiliates and third parties, or any currency or commodity that may be involved in the merger contemplated by the merger agreement. Goldman Sachs acted as financial advisor to L3 in connection with, and participated in certain of the

TABLE OF CONTENTS

negotiations leading to, the merger contemplated by the merger agreement. During the two-year period ended October 12, 2018, the Investment Banking Division of Goldman Sachs has not been engaged by L3, Harris or their respective affiliates to provide financial advisory or underwriting services for which Goldman Sachs has recognized compensation. Goldman Sachs may also in the future provide financial advisory and/or underwriting services to L3, Harris and their respective affiliates for which the Investment Banking Division of Goldman Sachs may receive compensation.

The board of directors of L3 selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the merger. Pursuant to a letter agreement dated September 13, 2018, L3 engaged Goldman Sachs to act as its financial advisor in connection with the merger. The engagement letter between L3 and Goldman Sachs provides for a transaction fee of $35 million, $7.5 million of which became payable at announcement of the merger, and the reminder of which is contingent upon consummation of the merger. In addition, L3 has agreed to reimburse Goldman Sachs for certain of its expenses arising, and to indemnify Goldman Sachs against certain liabilities that may arise, out of Goldman Sachs engagement.

Harris Unaudited Financial Projections

While Harris provides public financial guidance each year for that year, Harris does not as a matter of course make other public projections as to future sales, earnings, or other results, and forecasts for extended periods of time are of particular concern to Harris due to the unpredictability of the underlying assumptions and estimates. However, in connection with the discussions regarding the proposed merger, each of Harris and L3 supplied the other with certain unaudited business and financial information that was not publicly available. Harris provided its board of directors, Morgan Stanley, Goldman Sachs, and L3 with certain financial projections which were prepared by, and are the responsibility of, the management of Harris, which are referred to in this section as the financial projections by Harris. The financial projections by Harris were prepared in September 2018 treating Harris on a stand-alone basis, without giving effect to, and as if Harris never contemplated, the merger including the impact of negotiating or executing the merger, the expenses that may be incurred in connection with consummating the merger, the potential synergies that may be achieved by the combined company as a result of the merger, the effect of any business or strategic decision or action that has been or will be taken as a result of the merger agreement having been executed, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed or not taken in anticipation of the merger.

In addition, in September 2018, Harris' management jointly prepared with L3's management the estimated synergies, which comprise of certain estimates of annual cost synergies expected to be realized following the closing. The estimated synergies are not reflected in the financial projections by Harris or the financial projections by L3, but are summarized in the section entitled **The Merger—Certain Estimated Synergies** beginning on page 121.

The accompanying financial projections by Harris (including the estimated synergies) were not prepared with a view toward public disclosure or with a view toward compliance with the published guidelines established by the SEC or the American Institute of Certified Public Accountants for preparation or presentation of prospective financial information, or GAAP, but, in the view of Harris management, were prepared on a reasonable basis, reflected the best available estimates and judgments at the time of preparation, and presented as of the time of preparation, to the best of management s knowledge and belief, the reasonable projections of the future financial performance of Harris. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the financial projections by Harris or the estimated synergies. Although Harris management believes there is a reasonable basis for the financial projections by Harris and the estimated synergies, Harris cautions stockholders that future results could be materially different from the financial projections by Harris and the estimated synergies. The summary of the financial projections by Harris and the estimated synergies is not being included in this joint proxy

statement/prospectus to influence your decision whether to vote for the Harris share issuance proposal or the Harris charter amendment proposal, but because these financial projections by Harris and the estimated synergies were shared between Harris and L3 and provided to Harris and L3 s respective financial advisors and boards of directors for purposes of considering and evaluating the merger and the merger agreement. Neither Harris independent auditors, nor any other independent accountant, have audited, reviewed, examined, compiled, or performed any agreed-upon procedures with respect

TABLE OF CONTENTS

to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the financial projections by Harris or the estimated synergies. The Ernst & Young LLP report incorporated by reference in this joint proxy statement/prospectus relates to Harris historical financial information. It does not extend to the prospective financial information and should not be read to do so.

The financial projections by Harris and the estimated synergies are subject to estimates and assumptions in many respects and, as a result, subject to interpretation. While presented with numerical specificity, the financial projections by Harris and the estimated synergies are based upon a variety of estimates and assumptions that are inherently uncertain, though considered reasonable by Harris' management as of the date of their preparation. These estimates and assumptions may prove to be inaccurate for any number of reasons, including general economic conditions, competition, and the risks discussed in this joint proxy statement/prospectus under the sections entitled **Cautionary Statement Regarding Forward-Looking Statements** and **Risk Factors** beginning on pages 42 and 44, respectively. The financial projections by Harris also reflect assumptions as to certain business decisions that are subject to change. Because the financial projections by Harris were developed for Harris on a stand-alone basis without giving effect to the merger, they do not reflect any divestitures or other restrictions that may be imposed in connection with the receipt of any necessary governmental or regulatory approvals, any synergies that may be realized as a result of the merger or any changes to Harris' operations or strategy that may be implemented after completion of the merger. There can be no assurance that the projections will be realized, and actual results may differ materially from those shown. Generally, the further out the period to which financial projections by Harris and the estimated synergies relate, the more unreliable the information becomes.

Harris uses a variety of financial measures that are not in accordance with GAAP for forecasting, budgeting and measuring operating performance, including EBIT (which has been calculated as net earnings before interest and income taxes) and free cash flow (which has been calculated as net cash provided by operating activities less capital expenditures). While Harris believes that these non-GAAP financial measures provide meaningful information to help investors understand the operating results and to analyze Harris financial business trends, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not prepared in accordance with GAAP, are not reported by all of Harris competitors and may not be directly comparable to similarly titled measures of Harris competitors (including L3) due to potential differences in the exact method of calculation. Further, these non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures.

Financial measures included in forecasts (including the financial projections by Harris) provided to a financial advisor are excluded from the definition of non-GAAP financial measures under the rules of the SEC if and to the extent such financial measures are included in the forecasts provided to the financial advisor for the purpose of rendering an opinion that is materially related to a business combination transaction and the forecasts are being disclosed in order to comply with the SEC rules or requirements under state or foreign law, including case law regarding disclosure of the financial advisor's analyses. Therefore the financial projections by Harris are not subject to the SEC rules regarding disclosures of non-GAAP financial measures, which would otherwise require a reconciliation of a non-GAAP financial measure to a GAAP financial measure. Reconciliations of non-GAAP financial measures were not relied upon by either of Morgan Stanley or of Goldman Sachs for purposes of its respective opinion to the Harris board of directors or the L3 board of directors, as applicable, as described above in the sections entitled **The Merger—Opinion of Harris' Financial Advisor** or **The Merger—Opinion of L3's Financial Advisor** beginning on pages 104 and 111, respectively, or by the Harris board of directors in connection with its consideration of the merger. Accordingly, no reconciliation of the financial measures included in the financial projections by Harris is provided.

None of Harris, L3, the combined company or their respective affiliates, advisors, officers, directors or other representatives can provide any assurance that actual results will not differ from the financial projections by Harris or

the estimated synergies, and none of them undertakes any obligation to update, or otherwise revise or reconcile, the financial projections by Harris or the estimated synergies to reflect circumstances existing after the date the financial projections by Harris or the estimated synergies were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying financial projections by Harris or the estimated synergies, as applicable, are shown to be in error. Except as required by applicable securities laws, Harris does not intend to make publicly available any update or other revision to the financial projections by

TABLE OF CONTENTS

Harris or the estimated synergies, even in the event that any or all assumptions are shown to be in error. Since the date of the financial projections by Harris and the estimated synergies, Harris has made publicly available its actual results of operations for the fiscal quarters ended December 28, 2018 and September 28, 2018 on Harris' Quarterly Reports on Form 10-Q on January 30, 2019 and October 26, 2018, respectively, and has filed a Current Report on Form 8-K on December 13, 2018. None of Harris or its affiliates, advisors, officers, directors or other representatives has made or makes any representation to any Harris stockholder or other person regarding Harris ultimate performance compared to the information contained in the financial projections by Harris, the estimated synergies or that forecasted results will be achieved. Harris has made no representation to L3, in the merger agreement or otherwise, concerning the financial projections by Harris or the estimated synergies.

Summary of the Financial Projections by Harris

($ in millions)	**FY 2019E**	**FY 2020E**	**FY 2021E**	**FY 2022E**	**FY 2023E**
Revenue	$ 6,603	$ 7,025	$ 7,470	$ 7,985	$ 8,541
EBIT	$ 1,289	$ 1,414	$ 1,518	$ 1,622	$ 1,754
Free Cash Flow	$ 1,000	$ 1,075	$ 1,150	$ 1,235	$ 1,332

L3 Unaudited Financial Projections

While L3 provides public financial guidance each year for that year, L3 does not as a matter of course make other public projections as to future sales, earnings, or other results, and forecasts for extended periods of time are of particular concern to L3 due to the unpredictability of the underlying assumptions and estimates. However, in connection with the discussions regarding the proposed merger, each of Harris and L3 supplied the other with certain unaudited business and financial information that was not publicly available. L3 provided its board of directors, Goldman Sachs, Morgan Stanley and Harris with certain financial projections which were prepared in September 2018 by, and are the responsibility of, the management of L3, which are referred to in this section as the financial projections by L3. The financial projections by L3 were prepared treating L3 on a stand-alone basis, without giving effect to, and as if L3 never contemplated, the merger including the impact of negotiating or executing the merger, the expenses that may be incurred in connection with consummating the merger, the potential synergies that may be achieved by the combined company as a result of the merger, the effect of any business or strategic decision or action that has been or will be taken as a result of the merger agreement having been executed, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed or not taken in anticipation of the merger.

In addition, in September 2018, L3's management jointly prepared with Harris' management certain estimates of annual cost synergies expected to be realized following the closing, which are referred to as the estimated synergies. The estimated synergies are not reflected in the financial projections by L3 or the financial projections by Harris, but are summarized in the section entitled **The Merger—Certain Estimated Synergies** beginning on page 121.

The accompanying financial projections by L3 (including the estimated synergies) were not prepared with a view toward public disclosure or with a view toward compliance with the published guidelines established by the SEC or the American Institute of Certified Public Accountants for preparation or presentation of prospective financial information, or GAAP, but, in the view of L3 s management, were prepared on a reasonable basis, reflected the best available estimates and judgments at the time of preparation, and presented as of the time of preparation, to the best of management s knowledge and belief, the reasonable projections of the future financial performance of L3. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the financial projections by L3 or the estimated synergies. Although L3 s management believes there is a reasonable basis for the financial projections by L3 and the estimated synergies, L3 cautions stockholders that future results could be materially different from the

financial projections by L3 and the estimated synergies. This summary of the financial projections by L3 and the estimated synergies is not being included in this joint proxy statement/prospectus to influence your decision whether to vote for the L3 merger agreement proposal, but because these financial projections by L3 and the estimated synergies were shared between L3 and Harris and provided to L3 s and Harris respective financial advisors and boards of directors for purposes of considering and

TABLE OF CONTENTS

evaluating the merger and the merger agreement. PricewaterhouseCoopers LLP has not audited, reviewed, examined, compiled nor applied agreed-upon procedures with respect to the financial projections by L3 and, accordingly, PricewaterhouseCoopers LLP does not express an opinion or any other form of assurance with respect thereto. The PricewaterhouseCoopers LLP report incorporated by reference in this joint proxy statement/prospectus relates to L3 s previously issued financial statements. It does not extend to the financial projections by L3 and should not be read to do so.

The financial projections by L3 and the estimated synergies are subject to estimates and assumptions in many respects and, as a result, subject to interpretation. While presented with numerical specificity, the financial projections by L3 and the estimated synergies are based upon a variety of estimates and assumptions that are inherently uncertain, though considered reasonable by L3's management as of the date of their preparation. These estimates and assumptions may prove to be inaccurate for any number of reasons, including general economic conditions, competition, and the risks discussed in this joint proxy statement/prospectus under the sections entitled **Cautionary Statement Regarding Forward-Looking Statements** and **Risk Factors** beginning on pages 42 and 44, respectively. The financial projections by L3 also reflect assumptions as to certain business decisions that are subject to change. Because the financial projections by L3 were developed for L3 on a stand-alone basis without giving effect to the merger, they do not reflect any divestitures or other restrictions that may be imposed in connection with the receipt of any necessary governmental or regulatory approvals, any synergies that may be realized as a result of the merger or any changes to L3's operations or strategy that may be implemented after completion of the merger. There can be no assurance that the projections will be realized, and actual results may differ materially from those shown. Generally, the further out the period to which financial projections by L3 and the estimated synergies relate, the more unreliable the information becomes.

L3 uses a variety of financial measures that are not in accordance with GAAP for forecasting, budgeting and measuring operating performance, including operating income (which includes the adoption of ASU 2017-07, effective January 1, 2018 and has been calculated based on net earnings from continuing operations less operating expenses and excluding merger and integration expenses and business acquisition and divestiture gains (losses) and related expenses) and free cash flow (which has been calculated based on net cash from operating activities from continuing operations (including amounts for non-cash stock-based compensation) adjusted for net capital expenditures, dispositions of property, plant and equipment and income tax payments attributable to discontinued operations). While L3 believes that these non-GAAP financial measures provide meaningful information to help investors understand the operating results and to analyze L3 s financial business trends, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not prepared in accordance with GAAP, are not reported by all of L3 s competitors and may not be directly comparable to similarly titled measures of L3 s competitors (including Harris) due to potential differences in the exact method of calculation. Further, these non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures.

Financial measures included in forecasts (including the financial projections by L3) provided to a financial advisor are excluded from the definition of non-GAAP financial measures under the rules of the SEC if and to the extent such financial measures are included in the forecasts provided to the financial advisor for the purpose of rendering an opinion that is materially related to a business combination transaction and the forecasts are being disclosed in order to comply with the SEC rules or requirements under state or foreign law, including case law regarding disclosure of the financial advisor's analyses. Therefore the financial projections by L3 are not subject to the SEC rules regarding disclosures of non-GAAP financial measures, which would otherwise require a reconciliation of a non-GAAP financial measure to a GAAP financial measure. Reconciliations of non-GAAP financial measures were not relied upon by either of Morgan Stanley or of Goldman Sachs for purposes of its respective opinion to the Harris board of directors or the L3 board of directors, as applicable, as described above in the sections entitled **The Merger—Opinion of Harris' Financial Advisor** or **The Merger—Opinion of L3's Financial Advisor** beginning on pages 104 and 111,

respectively, or by the L3 board of directors in connection with its consideration of the merger. Accordingly, no reconciliation of the financial measures included in the financial projections by L3 is provided.

None of L3, Harris, the combined company or their respective affiliates, advisors, officers, directors or other representatives can provide any assurance that actual results will not differ from the financial projections by L3 or the estimated synergies, and none of them undertakes any obligation to update, or otherwise revise or reconcile, the financial projections by L3 or the estimated synergies to reflect circumstances existing after the

TABLE OF CONTENTS

date the financial projections by L3 or the estimated synergies were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying financial projections by L3 or the estimated synergies, as applicable, are shown to be in error. Except as required by applicable securities laws, L3 does not intend to make publicly available any update or other revision to the financial projections by L3 or the estimated synergies, even in the event that any or all assumptions are shown to be in error. Since the date of the financial projections by L3 and the estimated synergies, L3 has made publicly available its actual results of operations for the quarter ended September 28, 2018 on L3 s Quarterly Report on Form 10-Q filed with the SEC on October 25, 2018 and has filed a Current Report on Form 8-K filed on November 13, 2018. None of L3 or its affiliates, advisors, officers, directors or other representatives has made or makes any representation to any L3 stockholder or other person regarding L3 s ultimate performance compared to the information contained in the financial projections by L3, the estimated synergies or that forecasted results will be achieved. L3 has made no representation to Harris, in the merger agreement or otherwise, concerning the financial projections by L3 or the estimated synergies.

Summary of the Financial Projections by L3

	Year ended December 31,					
($ in millions)	**2018E**	**2019E**	**2020E**	**2021E**	**2022E**	**2023E**
Revenue	$ 10,100	$ 10,700	$ 11,235	$ 11,795	$ 12,385	$ 13,000
Operating Income	$ 1,127	$ 1,280	$ 1,380	$ 1,485	$ 1,585	$ 1,690
Free Cash Flow	$ 915	$ 1,035	$ 1,130	$ 1,205	$ 1,285	$ 1,365

Certain Estimated Synergies

In September 2018, L3's management and Harris' management jointly prepared and provided to their respective boards of directors and to their respective financial advisors certain estimates of annual cost synergies expected to be realized by the combined company on a run-rate basis by the end of third year following completion of the merger. These estimated synergies include approximately $500,000,000 of annual gross pre-tax cost synergies by end of the third year following completion of the merger. The estimated synergies assumed that the expected benefits of the merger would be realized, including that no restrictions, terms or other conditions would be imposed in connection with the receipt of any necessary governmental, regulatory or other approvals or consents in connection with the consummation of the proposed merger. In addition, the analysis for estimated synergies assumes an aggregate pre-tax cash investment of approximately $450,000,000 (excluding transaction related costs) over three years to achieve the estimated synergies with cost savings to come primarily from direct and indirect spending, rationalizing footprint, consolidating corporate and segment headquarters, establishing a common shared services platform for IT and finance and reducing other overhead costs. See the sections above entitled **The Merger—Harris Unaudited Financial Projections** and **The Merger—L3 Unaudited Financial Projections** beginning on pages 117 and 119, respectively, for further information regarding the uncertainties underlying the estimated synergies as well as the sections entitled **Cautionary Statement Regarding Forward-Looking Statements** and **Risk Factors** beginning on pages 42 and 44, respectively, for further information regarding the uncertainties and factors associated with realizing the synergies in connection with the merger.

Closing and Effective Time of the Merger

The closing of the merger will take place on the third business day following the day on which the last to be satisfied or waived of the conditions for completion of the merger set forth in the merger agreement (other than those conditions that by their nature must be satisfied or waived at the closing (so long as such conditions are reasonably capable of being satisfied), but subject to the satisfaction or waiver of those conditions) is satisfied or waived in accordance with the merger agreement or on such other date as L3 and Harris may mutually agree in writing. Subject to the satisfaction or waiver of the conditions to the closing described in the section entitled **The Merger**

Agreement—Conditions to the Completion of the Merger beginning on page 149, including the adoption of the merger agreement by L3 stockholders at the L3 stockholder meeting and approval of the share issuance and adoption of the charter amendment by Harris stockholders at the Harris stockholder meeting, it is anticipated that the merger will 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 completion will occur

TABLE OF CONTENTS

at all, because completion is subject to conditions and factors outside the control of both companies. It is possible that factors outside the control of both companies could result in the merger being completed at a different time, or not at all.

As soon as practicable following, and on the date of, the closing, Harris and L3 will cause a certificate of merger relating to the merger, which is referred to as the certificate of merger, to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. The merger will become effective at the 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.

Reasonable Best Efforts and Regulatory Approvals

General

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.

As part of the original formation of L3 in 1997, Lockheed Martin Corporation, which is referred to as LMC, agreed to guarantee certain pension obligations that L3 assumed as part of its formation. Following the announcement of the proposed merger, LMC contacted L3 to discuss the implications of the merger on LMC s guaranty of these obligations. L3 and LMC are engaged in ongoing discussions to evaluate whether and the extent to which the merger agreement affects LMC s guaranty obligations. While L3 cannot predict the outcome of such discussions, L3 currently does not believe that the resolution of this matter will prevent or delay the completion of the merger or materially adversely affect the combined company s business, financial condition, results of operations and cash flows.

Requisite 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 (i.e., the requisite regulatory approvals), except that:

- in the event that the European Commission confirms that it does not assert jurisdiction over the merger and the other transactions contemplated by the merger agreement, which is referred to as a no EC jurisdiction event, 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, Article 21 of the Council Regulation (EC) No. 139/2004 ceases to prevent the competent authorities in the United Kingdom from applying the antitrust law of the United Kingdom to the merger, which is referred to as a UK withdrawal event, 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.

122

TABLE OF CONTENTS

With respect to the United States, under the HSR Act and the rules promulgated thereunder, the merger may not be completed until notification and report forms have been filed with the FTC and the DOJ and the applicable waiting period (or any extensions thereof) has expired or been terminated. 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. As part of the DOJ s review of the merger, L3 and Harris each received on January 10, 2019 the second request from the DOJ, which extends the waiting period under the HSR Act until 30 days after both L3 and Harris have complied with the second request or such later time as the parties may agree with the DOJ, unless the waiting period is terminated earlier. L3 and Harris continue to expect the merger to close in the previously announced timeframe of 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 in place of the European Union or the United Kingdom in addition to the European Union, the merger may not be completed until cleared or otherwise approved 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 filed the appropriate submissions with the Competition Bureau in Canada on February 8, 2019 and intend to prepare and file additional notices and applications to satisfy the filing requirements and to obtain the regulatory clearances that are required or advisable.

As part of the regulatory approval process, Harris is proactively exploring a possible sale of its Night Vision business.

Although not a condition to the closing of the merger, in January 2019, Harris and L3 filed applications with the Federal Communications Commission, which is referred to as the FCC, to transfer control of certain of L3's licenses to Harris. Harris and L3 expect that these transfer requests will be granted expeditiously.

At any time before or after consummation of the merger, notwithstanding the termination of the waiting period under the HSR Act, the DOJ or the FTC, or any state or foreign governmental entity, could take such action under the antitrust laws as each deems necessary or desirable in the public interest, including seeking to enjoin the completion of the merger or seeking divestiture of substantial assets of L3 and Harris. Private parties also may seek to take legal action under the antitrust laws under certain circumstances.

There can be no assurance that the DOJ, the FTC or any other governmental entity or any private party will not attempt to challenge the merger on antitrust or competition grounds, and, if such a challenge is made, there can be no assurance as to its result.

Each of Harris and L3 is required under the merger agreement to take, effect or agree to sell, lease, license or otherwise dispose of, or hold separate pending such disposition, any assets, operations, rights, product lines, licenses, businesses or interests of Harris or L3 or either of their respective subsidiaries if reasonably necessary, proper or advisable to complete the merger, although no such action is required if it is not conditioned upon the closing of the merger or if such action, individually or in the aggregate with other such actions, would reasonably be expected to be materially adverse to the condition (financial or otherwise), properties, assets, operations, liabilities or results of operations of L3, Harris and their subsidiaries (taken as a whole, after giving effect to the merger), not taking into account any proceeds received or expected to be received from any such action. For a description of the parties' obligations with respect to regulatory approvals related to the merger, see the section entitled **The Merger Agreement—Cooperation; Efforts to Consummate** beginning on page 144.

Ownership of the Combined Company after 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.

123

TABLE OF CONTENTS

Governance of the Combined Company

Certificate of Incorporation and Bylaws

Subject to adoption of the charter amendment by Harris stockholders, at the effective time, the certificate of incorporation of Harris, as in effect immediately prior to the effective time, will be amended as provided in the merger agreement, and as so amended will be the certificate of incorporation of the combined company, until thereafter amended as provided therein or by applicable law.

Prior to closing, the Harris board of directors will take all actions necessary to cause the bylaws of Harris, which are referred to as the Harris bylaws, as in effect immediately prior to the effective time, to be amended and restated as of the effective time as provided in the merger agreement, and as so amended and restated, the Harris bylaws will be the bylaws of the combined company, until thereafter amended as provided therein, in the certificate of incorporation of the combined company or by applicable law.

The charter amendment and the Harris bylaws as amended and restated pursuant to the merger agreement implement certain governance matters for the combined company following completion of the merger.

Board of Directors

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

- the five Harris designees;
- the five L3 designees;
- the Harris CEO; and
- the L3 CEO.

Each of the Harris designees and the L3 designees will 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 vacancy requires approval of at least 75% of the then-serving directors.

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.

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.

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 consist of 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 compensation committee will be a former Harris director. From the closing until the third anniversary of the closing, the chairpersons of each such committee will be designated and approved by at least 75% of the then-serving directors.

TABLE OF CONTENTS

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. As of the effective time, the chief executive officer of the combined company will be responsible for oversight of enterprise-wide functions, and executive officers, including the president and chief operating officer, chief financial officer, human resources officer, general counsel, chief technology officer and chief information officer, will directly report to the chief executive officer of the combined company, except that the performance evaluation of the president and chief operating officer of the combined company will be conducted by the then-serving independent directors. 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.

Unless at least 75% of the then-serving independent directors adopt a resolution to the contrary, the affirmative vote of at least 75% of the then-serving independent directors is required to (a) remove, fail to appoint or replace (i) the Harris CEO as chief executive officer of the combined company prior to the second anniversary of the closing and (ii) the L3 CEO as chief executive officer of the combined company on and after the second anniversary of the closing until the third anniversary of the closing; (b) cancel, delay or otherwise prevent the appointment of the L3 CEO as chief executive officer of the combined company on the second anniversary of the closing; (c) materially modify the duties, authority or reporting relationships of the chief executive officer of the combined company as described in the charter amendment prior to the third anniversary of the closing; or (d) materially modify the compensation arrangements of the chief executive officer of the combined company prior to the third anniversary of the closing.

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. The president and chief operating officer of the combined company will be responsible for oversight of operational functions and operating functions, including the president(s) of each operating segment, business development, supply chain and manufacturing, will directly report to the president and chief operating officer of the combined company.

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 affirmative vote of 75% of the then-serving independent directors is required to (a) remove or fail to appoint the L3 CEO as president and chief operating officer of the combined company; (b) materially modify any of the duties, authority or reporting relationships of the president and chief operating officer of the combined company; or (c) materially modify the compensation arrangements of the president and chief operating officer of the combined company.

Integration Steering Committee

During the period from the closing until the third anniversary of the closing, unless at least 75% of the then-serving independent directors adopt a resolution to the contrary, the Harris CEO and L3 CEO will establish and co-chair an integration steering committee composed of executives and other employees to be mutually selected by the Harris CEO and the L3 CEO at any time and from time to time and each will have joint responsibility for overseeing the officer of the combined company that is responsible for leading the integration process of the businesses of Harris and L3 following the effective time.

Name

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

Headquarters

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

TABLE OF CONTENTS

Fiscal Year

From and after January 1, 2020, the fiscal year of the combined company will end on December 31 unless and until the board of directors determines otherwise.

The full text of the proposed charter amendment is attached to this joint proxy statement/prospectus as Annex B.

U.S. Federal Securities Law Consequences

Pending the effectiveness of the registration statement on Form S-4, of which this joint proxy statement/prospectus forms a part, shares of Harris common stock issued in the merger will not be subject to any restrictions on transfer arising under the Securities Act or the Exchange Act, except for shares of Harris common stock issued to any L3 stockholder who may be deemed an affiliate of Harris after the completion of the merger. This joint proxy statement/prospectus does not cover resales of Harris common stock received by any person upon the completion of the merger, and no person is authorized to make any use of this joint proxy statement/prospectus in connection with any resale of Harris common stock.

Accounting Treatment

Harris and L3 prepare their respective financial statements in accordance with GAAP. Although the parties have structured the merger as a merger of equals, GAAP requires that one party to the merger be identified as the acquirer. The merger will be accounted for using the acquisition method of accounting, and Harris will be treated as the accounting acquirer. In identifying Harris as the acquiring entity for accounting purposes, Harris and L3 took into account a number of factors as of the date of this joint proxy statement/prospectus, including the relative voting rights of all equity instruments in the combined company and the intended corporate governance structure of the combined company. No single factor was the sole determinant in the overall conclusion that Harris is the acquirer for accounting purposes; rather all factors were considered in arriving at such conclusion.

Exchange of Shares

Prior to the effective time, Harris and L3 will appoint an exchange agent to handle the exchange of shares of L3 common stock for Harris common stock. Each share of L3 common stock (other than excluded shares) will be converted into the right to receive 1.30 shares of Harris common stock, together with cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, in accordance with the merger agreement.

After the effective time, shares of L3 common stock will be cancelled and will cease to exist and each certificate that previously represented shares of L3 common stock will represent only the right to receive Harris common stock and cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, in accordance the merger agreement.

As soon as reasonably practicable after the effective time, the exchange agent will mail each holder of record of a certificate that immediately prior to the effective time represented outstanding shares of L3 common stock: (a) a notice advising such holders of the effectiveness of the merger, (b) a letter of transmittal specifying that delivery will be effected, and risk of loss and title to a certificate will pass, only upon the surrender of the certificate to the exchange agent and (c) instructions for surrendering the applicable certificates in exchange for shares of Harris common stock. After the completion of the merger, shares of L3 common stock represented by any such certificate will be exchanged for shares of Harris common stock in book-entry form and cash will be paid in lieu of fractional shares, if any, and unpaid dividends or distributions, if any, in accordance with the merger agreement.

Holders of shares of L3 common stock in book-entry form will not be required to take any specific actions to exchange shares L3 common stock 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 will be paid in lieu of fractional shares, if any, and unpaid dividends or distributions, if any, in accordance with the merger agreement.

More information can be found in the section entitled **The Merger Agreement—Exchange Procedures** beginning on page 130.

TABLE OF CONTENTS

NYSE Market Listing

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.

Litigation Related to the Merger

Following the public announcement of the merger, on December 19, 2018, the first of four lawsuits relating to the merger was filed by a purported L3 stockholder against one or more of L3, the members of L3's board of directors, Harris and Merger Sub.

Three putative class action lawsuits were filed against one or more of L3, the members of L3's board of directors, Harris and Merger Sub: two in the Southern District of New York, Raul v. L3 Technologies, Inc., et al., Docket No. 1:19-cv-00102 (filed on January 4, 2019) and Gross v. L3 Technologies, Inc., et al., Docket No. 1:19-cv-00420 (filed on January 15, 2019), and one in the District of Delaware, Kent v. L3 Technologies, Inc., et al., Docket No. 1:19-cv-00025 (filed January 4, 2019). An individual action against L3 and the members of L3 s board of directors was filed in the Southern District of New York, Stein v. L3 Technologies, Inc., et al., Docket No. 1:18-cv-12007 (filed on December 19, 2018).

Each of the lawsuits alleges, among other things, that the registration statement on Form S-4, of which this joint proxy statement/prospectus forms a part, misstates or fails to disclose certain allegedly material information in violation of Sections 14(a) and 20(a) of the Exchange Act. Among other remedies, the lawsuits seek injunctive relief enjoining the merger, damages and costs. L3, Harris, Merger Sub and the L3 board of directors believe these lawsuits are without merit and intend to defend against them vigorously. The defendants have not yet answered or otherwise responded to the complaints.

Delisting and Deregistration of L3 Common Stock

If the merger is completed, L3 common stock will be delisted from the NYSE and deregistered under the Exchange Act, and L3 will no longer be required to file periodic reports with the SEC with respect to L3 common stock.

L3 has agreed to cooperate with Harris and use its 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 applicable laws and rules and policies of the NYSE to enable the delisting of the shares of L3 common stock from the NYSE and the deregistration of the shares of L3 common stock under the Exchange Act as promptly as practicable after the effective time.

TABLE OF CONTENTS

THE MERGER AGREEMENT

The description of the merger agreement in this section and elsewhere in this joint proxy statement/prospectus is qualified in its entirety by reference to the complete text of the merger agreement, a copy of which is attached as Annex A and is incorporated by reference into this joint proxy statement/prospectus. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. You are encouraged to read the merger agreement carefully and in its entirety before making any decisions regarding any of the proposals described in this joint proxy statement/prospectus, as it is the legal document governing the merger. This section is not intended to provide you with any factual information about Harris or L3. Such information can be found elsewhere in this joint proxy statement/prospectus and in the public filings Harris and L3 make with the SEC, as described in the section entitled ***Where You Can Find More Information*** *beginning on page 215.*

Explanatory Note Regarding the Merger Agreement

The merger agreement and this summary of terms are included to provide you with information regarding the terms of the merger agreement. Factual disclosures about Harris and L3 contained in this joint proxy statement/prospectus or in the public reports of Harris and L3 filed with the SEC may supplement, update or modify the factual disclosures about Harris and L3 contained in the merger agreement. The representations, warranties and covenants made in the merger agreement by Harris and L3 were qualified and subject to important limitations agreed to by Harris and L3 in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purpose of establishing circumstances in which a party to the merger agreement may have the right not to consummate the merger if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the merger agreement, rather than establishing matters as facts. The representations and warranties also may be subject to a contractual standard of materiality different from that generally applicable to stockholders and reports and documents filed with the SEC and in some cases were qualified by the matters contained in the confidential disclosures that Harris and L3 each delivered in connection with the merger agreement, which disclosures were not reflected in the merger agreement. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this joint proxy statement/prospectus, may have changed since the date of the merger agreement.

Structure of the Merger

The merger agreement provides for the merger of Merger Sub, a Delaware corporation and a wholly-owned subsidiary of Harris, with and into L3. As a result of the merger, the separate existence of Merger Sub will cease, and L3 will continue its existence under the laws of the State of Delaware as the surviving corporation and a wholly-owned subsidiary of the combined company, which will be renamed L3 Harris Technologies, Inc. upon consummation of the merger.

Completion and Effectiveness of the Merger

The closing of the merger will take place on the third business day following the day on which the last to be satisfied or waived of the conditions for completion of the merger contained in the merger agreement (other than those conditions that by their nature are to be satisfied or waived at the closing (so long as such conditions are reasonably capable of being satisfied), but subject to the satisfaction or waiver of those conditions) is satisfied or waived in accordance with the merger agreement or on such other date as Harris and L3 may mutually agree in writing.

As soon as practicable following, and on the date of, the closing, Harris and L3 will cause a certificate of merger relating to the merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the DGCL. The merger will become effective at the time when such 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 the parties in writing and specified in such certificate of merger.

Harris and L3 are working to complete the merger prior to the outside date of September 30, 2019 (subject to extension in certain circumstances to December 31, 2019 pursuant to the terms of the merger agreement). It is possible that factors outside the control of both companies could result in the merger being completed at a different time, or not at all.

TABLE OF CONTENTS

Merger Consideration

At the effective time, by virtue of the merger and without any action on the part of the parties or any holder of any capital stock of L3, each share of L3 common stock issued and outstanding immediately prior to the effective time (other than excluded shares) will be converted into and become exchangeable for 1.30 shares of Harris common stock.

The exchange ratio is fixed, which means that it will not change between now and the date of the merger, regardless of whether the market price of either Harris or L3 common stock changes. The market price of Harris common stock has 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 stockholder meetings and the date the merger is completed and thereafter. The market price of Harris common stock, when received by L3 stockholders after the merger is completed, could be greater than, less than or the same as the market price of Harris common stock on the date of this joint proxy statement/prospectus or at the time of each stockholder meeting. 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 proposals described in this joint proxy statement/prospectus. The common stock of Harris and the common stock of L3 is traded on the NYSE under the symbols HRS and LLL, respectively.

At the effective time, all excluded shares will be cancelled and will cease to exist, and no payment will be made in respect of such shares.

Treatment of Equity Awards

Treatment of Existing Harris Equity Awards

At the effective time:

- any vesting conditions applicable to each outstanding Harris stock option, whether vested or unvested, 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 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 RSU 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;
- each Harris DSU 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; and
- any vesting conditions applicable to each outstanding 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 of the Harris board of directors after consultation with L3), with each such earned Harris PSU settled in one share of Harris common stock upon completion of the merger.

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

At the effective time:

- any vesting conditions applicable to each outstanding L3 stock option that was 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;

129

TABLE OF CONTENTS

- any vesting conditions applicable to each outstanding L3 RSU that has been 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; and
- any vesting conditions applicable to a portion of 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 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.

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.

The merger agreement prescribes certain treatment of L3's existing stock options and other equity awards, a summary of which is described under the section entitled **Interests of L3's Directors and Executive Officers in the Merger** beginning on page 174.

Future Grants of Equity Awards

Notwithstanding the above, but subject to the provisions of the merger agreement discussed under the section entitled **The Merger Agreement—Conduct of Business Prior to the Effective Time** beginning on page 136, (a) to the extent any Harris equity award or L3 equity award granted on or after October 12, 2018 and not in violation of the merger agreement expressly provides for treatment in connection with the occurrence of the effective time that is different from the treatment set forth above, or (b) as mutually agreed by the parties and a holder of any Harris equity award or L3 equity award, then the terms of such Harris equity award or L3 equity award will control (and the provisions above shall not apply). Notwithstanding the above, any Harris or L3 equity awards granted on or after October 12, 2018 and prior to the closing date will not provide for automatic single-trigger acceleration of vesting or payment at the effective time, but may instead provide for double-trigger vesting upon a termination without cause or for good reason before the second anniversary of the effective time.

Exchange of Shares

Exchange Agent

At or prior to the effective time, Harris will deposit or cause to be deposited with an exchange agent selected by Harris and L3, for the benefit of the holders of L3 common stock, an aggregate number of shares of Harris common stock to be issued in non-certificated book-entry form and an aggregate amount of cash in U.S. dollars sufficient for the exchange agent to deliver to holders of L3 common stock the shares of Harris common stock and cash in lieu of fractional shares of Harris common stock required pursuant to the terms of the merger agreement. In addition, Harris will deposit or cause to be deposited with the exchange agent, as necessary from time to time after the effective time, any dividends or other distributions in respect of Harris common stock with both a record and payment date after the effective time to which holders of unsurrendered certificates representing shares of L3 common stock may be entitled pursuant to the terms of the merger agreement. Such shares of Harris common stock, cash, and the amount of any dividends or other distributions deposited are referred to as the exchange fund.

Exchange Procedures

With respect to certificates formerly representing shares of L3 common stock, as promptly as reasonably practicable after the effective time, the surviving corporation will cause the exchange agent to mail to each holder of record of

each such certificate:

- a notice advising such holders of the effectiveness of the merger;
- a letter of transmittal in customary form; and
- instructions for surrendering such certificate to the exchange agent.

130

TABLE OF CONTENTS

Upon surrender to the exchange agent of such certificate (or affidavit of loss in lieu of such certificate as provided in the merger agreement) together with a duly executed and completed letter of transmittal and such other documents as may reasonably be required pursuant to such instructions, the surviving corporation will cause the exchange agent to mail to each holder of record of any such certificate in exchange the certificate, as promptly as reasonably practicable thereafter:

- a statement reflecting the number of whole shares of Harris common stock, if any, that such holder is entitled to receive in non-certificated book-entry form pursuant to the merger agreement in the name of such record holder; and
- a check in the amount (after giving effect to any required tax withholdings as provided in the merger agreement) of (a) any cash in lieu of fractional shares plus (b) any unpaid cash dividends and any other dividends or other distributions in respect of Harris common stock that such holder has the right to receive pursuant to the merger agreement.

With respect to shares of L3 common stock held in book-entry form not held through DTC, as promptly as reasonably practicable after the effective time, the surviving corporation will cause the exchange agent to mail to each holder of record of any such share:

- a notice advising such holders of the effectiveness of the merger;
- a statement reflecting the number of whole shares of Harris common stock, if any, that such holder is entitled to receive in non-certificated book-entry form pursuant to the merger agreement in the name of such record holder; and
- a check in the amount (after giving effect to any required tax withholdings as provided in the merger agreement) of (a) any cash in lieu of fractional shares plus (b) any unpaid cash dividends and any other dividends or other distributions in respect of Harris common stock that such holder has the right to receive pursuant to the merger agreement.

With respect to shares of L3 common stock held in book-entry form held through DTC, Harris and L3 will cooperate to establish procedures with the exchange agent and DTC to ensure that the exchange agent will transmit to DTC or its nominees as soon as reasonably practicable on or after the closing date, upon surrender of shares of L3 common stock held of record by DTC or its nominees in accordance with DTC s customary surrender procedures, the merger consideration, cash in lieu of fractional shares of Harris common stock, if any, and any unpaid cash dividends and any other dividends or other distributions in respect of Harris common stock, in each case, that such holder has the right to receive pursuant to the merger agreement.

No interest will be paid or accrued on any amount payable for shares of L3 common stock pursuant to the merger agreement.

From and after the effective time, there will be no transfers on the stock transfer books of L3 of the shares of L3 common stock that were outstanding immediately prior to the effective time. From and after the effective time, the holders of certificates formerly representing shares of L3 common stock or shares of L3 common stock held in book-entry form will cease to have any rights with respect to such shares of L3 common stock except as otherwise provided in the merger agreement or by applicable law. If, after the effective time, certificates are presented to the surviving corporation for any reason, they will be cancelled and exchanged as provided in the merger agreement.

Dividends and Distributions with Respect to Unexchanged Shares of L3 Common Stock

All shares of Harris common stock to be issued pursuant to the merger will be deemed issued and outstanding as of the effective time and whenever a dividend or other distribution is declared by Harris in respect of Harris common stock, the record date for which is at or after the effective time, that declaration must include dividends or other distributions in respect of all shares issuable pursuant to the merger agreement. No dividends or other distributions in

respect of shares of Harris common stock will be paid to any holder of any unsurrendered certificate representing L3 common stock until the certificate (or affidavit of loss in lieu of a certificate) is surrendered for exchange in accordance with the merger agreement. There will be issued or paid to the holder of record of the whole shares of Harris common stock issued in exchange for L3 common stock in accordance with the merger agreement, without interest, (a) at the time of such surrender, the dividends or other distributions with a record date at or after the effective time theretofore payable with respect to such whole

131

TABLE OF CONTENTS

shares of Harris common stock and not paid, and (b) at the appropriate payment date, the dividends or other distributions payable with respect to such whole shares of Harris common stock with a record date at or after the effective time and prior to surrender but with a payment date subsequent to surrender.

Treatment of Fractional Shares

No fractional shares of Harris common stock will be issued upon the conversion of shares of L3 common stock pursuant to the merger agreement. All fractional shares of Harris common stock that a holder of shares of L3 common stock would be otherwise entitled to receive pursuant to the merger agreement will be aggregated, and such holder will be entitled to receive a cash payment, without interest, in lieu of any such fractional share, equal to the product (rounded down to the nearest cent) of (a) the amount of such fractional share interest in a share of Harris common stock to which such holder would be entitled pursuant to the merger agreement and (b) an amount equal to the average of the daily volume weighted average price per share of Harris common stock on the NYSE calculated for the five consecutive trading days ending on the second full trading day immediately prior to (and not including) the closing date.

Termination of the Exchange Fund

Any portion of the exchange fund that remains unclaimed by the 180th day after the effective time will be delivered to Harris. Any holder of shares of L3 common stock who has not by that point complied with the terms of the exchange procedures in the merger agreement may thereafter look only to Harris for delivery of the shares of Harris common stock, cash in lieu of fractional shares of Harris common stock, if any, and any unpaid cash dividends and any other dividends or other distributions, if any, and in each case, that such holder has the right to receive pursuant to the merger agreement.

None of Harris, L3, Merger Sub, the surviving corporation or the exchange agent will be liable to any person in respect of any portion of the merger consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any certificate formerly representing shares of L3 common stock or share of L3 common stock held in book-entry form has not been surrendered prior to seven years after the effective time, or immediately prior to such earlier date on which any shares of Harris common stock, any cash in lieu of fractional shares of Harris common stock and any unpaid cash dividends and any other dividends or other distributions, in each case, that a holder of any such shares has the right to receive pursuant to the merger agreement in respect thereof would otherwise escheat to or become property of any governmental entity, any such shares, cash, dividends or other distributions will, to the extent permitted by applicable law, become the property of Harris, free and clear of all claims or interests of any person previously entitled thereto.

Lost, Stolen or Destroyed Share Certificates

In the event that any certificate formerly representing shares of L3 common stock is lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed and the posting by such person of a bond in customary amount and upon such terms as may be required as indemnity against any claim that may be made against it with respect to such certificate, the exchange agent will issue in exchange for such lost, stolen or destroyed certificate, the shares of Harris common stock, cash in lieu of fractional shares of Harris common stock, if any, and any unpaid cash dividends and any other dividends or other distributions, in each case, payable or issuable pursuant to the merger agreement, as if such lost, stolen or destroyed certificate had been surrendered.

Withholding Rights

Each of Harris and the surviving corporation will be entitled to deduct and withhold from the consideration otherwise payable pursuant to the merger agreement to any holder of shares of L3 common stock, L3 equity awards and Harris equity awards, such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any other applicable state, local or foreign tax law.

Adjustments to Prevent Dilution

If, from the date of the merger agreement to the effective time, the issued and outstanding shares of L3 common stock or securities convertible or exchangeable into or exercisable for shares of L3 common stock or the issued and outstanding shares of Harris common stock or securities convertible or exchangeable into or

TABLE OF CONTENTS

exercisable for shares of Harris common stock, have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction, or a stock dividend with a record date within such period shall have been declared, then the merger consideration will be equitably adjusted to provide the holders of shares of L3 common stock and Harris common stock the same economic effect as contemplated by the merger agreement prior to such event.

Combined Company Governance Matters

Under the merger agreement, Harris and L3 have agreed to certain provisions relating to the governance of the combined company, including composition of the combined company board of directors and board committees and the roles of chairman, vice chairman, lead independent director, the combined company chief executive officer, and the combined company president and chief operating officer. For a more detailed description of the governance matters relating to the combined company, see the section entitled **The Merger—Governance of the Combined Company** beginning on page 124.

Surviving Corporation Governance and Merger Sub Shares

At the effective time, the certificate of incorporation and bylaws of Merger Sub, as in effect immediately prior to the effective time, will each be amended as of the effective time to change the corporate name to L3 Technologies, Inc. and as so amended will be the certificate of incorporation and bylaws, respectively, of the surviving corporation. From and after the effective time, the initial directors and officers of the surviving corporation will be those persons mutually agreed by Harris and L3 prior to the effective time, in each case, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the surviving corporation s charter and bylaws.

At the effective time, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the effective time will be converted into one share of common stock, par value $0.01 per share, of the surviving corporation, which will constitute the only outstanding shares of common stock of the surviving corporation immediately following the effective time.

Representations and Warranties

The merger agreement contains representations and warranties made by L3 to Harris and Merger Sub and by Harris to L3. Certain of the representations and warranties in the merger agreement are subject to materiality or material adverse effect qualifications (that is, they will not be deemed to be inaccurate or incorrect unless their failure to be true or correct is material or would result in a material adverse effect (as defined below) on the company making such representation or warranty). In addition, certain of the representations and warranties in the merger agreement are subject to knowledge qualifications, which means that those representations and warranties would not be deemed untrue, inaccurate or incorrect as a result of matters of which certain officers of the party making the representation did not have actual knowledge after reasonable inquiry. Furthermore, each of the representations and warranties is subject to the qualifications set forth on the disclosure letter delivered to L3 by Harris, in the case of representations and warranties made by Harris, or the disclosure letter delivered to Harris by L3, in the case of representations and warranties made by L3 (with each letter referred to as that party s disclosure letter), as well as the reports of L3 or Harris, as applicable, filed with or furnished to the SEC during the period from January 1, 2017 through the business day prior to the date of the merger agreement (excluding any disclosures set forth or referenced in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature).

In the merger agreement, L3 has made representations and warranties to Harris and Merger Sub, and Harris has made representations and warranties to L3, regarding:

- organization, good standing and qualification to do business;
- such party's subsidiaries;
- corporate authority and power with respect to the execution, delivery and performance of the merger agreement;
- the filings with governmental entities needed in connection with the execution, delivery and performance of the merger agreement or the consummation of the merger and the other transactions contemplated by the merger agreement;

TABLE OF CONTENTS

- the absence of violations of, or conflicts with, such company's or its subsidiaries' organizational documents, applicable law and certain contracts as a result of the execution, delivery and performance of the merger agreement and the consummation of the merger and the other transactions contemplated by the merger agreement;
- the proper filing of reports with the SEC since January 1, 2016, the accuracy of the information contained in those reports, compliance with the requirements of certain laws and the design of its internal disclosure controls and procedures;
- the compliance with GAAP and SEC accounting rules and regulations with respect to financial statements included in or incorporated by reference in its SEC filings;
- conduct of business in the ordinary course from January 1, 2018 through October 12, 2018 (the date of the merger agreement);
- the absence of any event that would be reasonably expected to have a material adverse effect on such party from January 1, 2018 through October 12, 2018 (the date of the merger agreement);
- absence of certain litigation and governmental orders;
- absence of undisclosed liabilities;
- employee benefits matters, including matters related to employee benefit plans;
- labor matters;
- compliance with certain laws and regulations and such party's licenses;
- inapplicability to the merger of state takeover statutes and anti-takeover provisions in such party's organizational documents;
- environmental matters;
- tax matters;
- intellectual property;
- insurance;
- certain material contracts;
- certain government contracts matters;
- title to and interests in, and the operating condition of, such party's assets;
- real property;
- the absence of affiliate transactions; and
- the absence of other representations or warranties.

In the merger agreement, Harris has also made representations and warranties to L3 regarding:

- Harris' capital structure, including the number of shares of common stock, stock options and other equity-based awards outstanding;
- the unanimous adoption by the Harris board of directors of resolutions:
  - determining that the merger agreement and the transactions contemplated by the merger agreement are fair to, and in the best interests of, Harris and its stockholders;
  - directing that the share issuance be submitted to Harris stockholders for their approval and the charter amendment be submitted to Harris stockholders for their adoption; and
  - recommending that Harris stockholders vote in favor of the approval of share issuance and in favor of the adoption of the charter amendment, which is referred to as the Harris recommendation;
- the Harris board of directors' receipt of an opinion from Morgan Stanley that the exchange ratio is fair from a financial point of view to Harris;

TABLE OF CONTENTS

- fees payable to brokers and financial advisors in connection with the merger; and
- tax treatment of Harris' prior acquisition of Exelis Inc.

In the merger agreement, L3 has also made representations and warranties to Harris and Merger Sub regarding:

- L3's capital structure, including the number of shares of common stock, stock options and other equity-based awards outstanding;
- the unanimous adoption by the L3 board of directors of resolutions:
  - determining that merger agreement and the transactions contemplated by the merger agreement are fair to, and in the best interests of, L3 and its stockholders;
  - approving and declaring advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger;
  - directing the merger agreement to a vote of L3 stockholders for adoption; and
  - resolving to recommend adoption of the merger agreement by L3 stockholders, which is referred to as the L3 recommendation;
- the L3 board of directors' receipt of an opinion from Goldman Sachs that the exchange ratio is fair from a financial point of view to L3 stockholders (other than Harris and its affiliates); and
- fees payable to brokers and financial advisors in connection with the merger.

In the merger agreement, Harris has also made representations and warranties to L3 with respect to Merger Sub, regarding:

- organization, good standing and qualification to do business;
- capital structure of Merger Sub;
- corporate authority and power with respect to the execution, delivery and performance of the merger agreement;
- the absence of violations of Merger Sub's organizational documents; and
- the absence of other representations or warranties.

For purposes of the merger agreement, a material adverse effect with respect to Harris or L3 means any effect that, individually or in the aggregate with any other effect is, or would reasonably be expected to be, materially adverse to the condition (financial or otherwise), properties, assets, operations, liabilities, business or results of operations of such party and its subsidiaries, taken as a whole, except that none of the following, alone or in combination, will be deemed to constitute, or be taken into account in determining whether a material adverse effect has occurred or would reasonably be expected to occur:

- effects generally affecting the economy, credit, capital, securities or financial markets in the United States or elsewhere in the world, including changes to interest rates and exchange rates;
- effects generally affecting political, regulatory or business conditions in any jurisdiction in which such party or any of its subsidiaries has material operations or where any of such party's or any of its subsidiaries' products or services are sold;
- effects that are the result of factors generally affecting the industry, markets or geographical areas in which such party and its subsidiaries operate;
- any loss of, or adverse effect in, the relationship of such party or any of its subsidiaries, contractual or otherwise, with customers, employees, unions, suppliers, distributors, financing sources, partners or similar relationship caused by the entry into, announcement or consummation of the transactions contemplated by the merger agreement (except that this exception does not apply to the representations and warranties regarding the execution of the merger agreement violating organizational documents, contracts or laws);

TABLE OF CONTENTS

- any action taken (or not taken) by such party or any of its subsidiaries that is required to be taken (or not to be taken) by the merger agreement (except for any obligation under the merger agreement to operate in the ordinary course or similar obligation);
- changes or modifications, and prospective changes or modifications, in GAAP or in any law of general applicability, including the repeal thereof, or in the interpretation or enforcement thereof, after the date of the merger agreement;
- any failure by such party to meet any internal or public projections or forecasts or estimates of revenues or earnings for any period, except that this exception will not prevent or otherwise affect a determination that any effect underlying such failure has resulted in, or contributed to, or would reasonably be expected to result in, or contribute to, a material adverse effect (if not otherwise falling within any other exception);
- any effect resulting from acts of war (whether or not declared), civil disobedience, hostilities, terrorism, military actions or the escalation or worsening of any of the foregoing, any hurricane, flood, tornado, earthquake or other weather or natural disaster, or any outbreak of illness or other public health event or any other force majeure event, whether or not caused by any person;
- any proceeding arising from allegations of any breach of fiduciary duty or allegations of violation of law, in each case, relating to the merger agreement or the transactions contemplated by the merger agreement; or
- a decline in the market price, or change in trading volume, of the shares of common stock of such party on the NYSE or any ratings downgrade or change in ratings outlook for such party or any of its subsidiaries, except that this exception will not prevent or otherwise affect a determination that any effect underlying such decline or change has resulted in, or contributed to, or would reasonably be expected to result in, or contribute to, a material adverse effect (if not otherwise falling within any other exception).

Notwithstanding the exceptions listed above, with respect to the first, second, third, sixth and eighth exceptions listed, such effect will be taken into account in determining whether a material adverse effect has occurred to the extent it disproportionately adversely affects such party and its subsidiaries, taken as a whole, compared to other companies and their respective subsidiaries, taken as a whole, operating in the industries in which such party and its subsidiaries operate.

Conduct of Business Prior to the Effective Time

Each of Harris and L3 has each agreed as it itself and its subsidiaries that, after the date of the merger agreement and prior to the effective time (subject to certain exceptions or except as approved in writing by Harris or L3, as applicable (which approval may not be unreasonably withheld, conditioned or delayed)), the business of it and its subsidiaries will be conducted in all material respects in the ordinary course and, to the extent consistent therewith, it and its subsidiaries will use their respective reasonable best efforts to preserve their business organizations intact and maintain existing relations and goodwill with governmental entities, customers, suppliers, licensors, licensees, distributors, creditors, lessors, employees and business associates and keep available the services of its and its subsidiaries present officers, employees and agents, except as otherwise expressly contemplated by the merger agreement or as required by applicable law or as set forth in such party s disclosure letter.

From the date of the merger agreement until the effective time, subject to certain exceptions and except as expressly contemplated by the merger agreement, required by a governmental entity or applicable law or any material contract or benefit plan existing as of the date of the merger agreement, approved in writing by the other party (which approval may not be unreasonably withheld, conditioned or delayed) or set forth in such party s disclosure letter, each party has agreed not to and to cause its subsidiaries not to:

- make or propose any change to its organizational documents or, except for amendments that would not materially restrict the operations of its businesses, the organizational documents of any of its subsidiaries;

TABLE OF CONTENTS

other than in the ordinary course, except for any such transactions among its wholly-owned subsidiaries, (a) merge or consolidate itself or any of its subsidiaries with any other person, or (b) restructure, reorganize or completely or partially liquidate;

- acquire assets outside of the ordinary course from any other person (a) with a fair market value or purchase price in excess of $200 million in the aggregate in any transaction or series of related transactions (including incurring any indebtedness related thereto), in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of holdback or similar contingent payment obligation, or (b) that would reasonably be expected to prevent, materially delay or materially impair the ability of Harris or L3, as applicable, to consummate the merger or other transactions contemplated by the merger agreement, in each case, other than acquisitions of inventory or other goods in the ordinary course;
- issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the same, or otherwise enter into any contract or understanding with respect to the voting of, any shares of its capital stock or of any of its subsidiaries (other than the issuance of shares (a) by its wholly-owned subsidiary to it or another of its wholly-owned subsidiaries, (b) in respect of equity-based awards outstanding as of the date of the merger agreement, or (c) granted in accordance with the provisions of the merger agreement, L3's ESPP or each party's 401(k) plans, in each case, in accordance with their terms and, as applicable, the plan documents as in effect on the date of the merger agreement), or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities;
- create or incur any encumbrance (other than certain permitted encumbrances) over any material portion of such party's and its subsidiaries' consolidated properties and assets that is not incurred in the ordinary course on any of its assets or any of its subsidiaries;
- make any loans, advances, guarantees or capital contributions to or investments in any person (other than to or from Harris and any of its wholly-owned subsidiaries or to or from L3 and any of its wholly-owned subsidiaries, as applicable, or in accordance with the merger agreement) in excess of $50 million in the aggregate;
- declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (except for dividends paid by any direct or indirect wholly-owned subsidiary to it or to any other direct or indirect wholly-owned subsidiary), except that, consistent with the provisions of the merger agreement:
  - Harris may make, declare and pay one regular quarterly cash dividend in each quarter of the year ending June 28, 2019 in an amount per share of $0.685 per quarter with a record date consistent with the record date for each quarterly period of the year ended June 29, 2018 and, from and after July 1, 2019, Harris may make, declare and pay one regular quarterly cash dividend in each quarter of the year ending June 30, 2020 in an amount per share up to $0.055 higher than the dividend paid for the same quarterly period of the year ended June 28, 2019 and with a record date consistent with the record date for each quarterly period of the year ended June 28, 2019, so long as Harris provides L3 with written notice of each record date it will select at least 20 business days prior to the declaration date in respect of such applicable record date; and
  - L3 may make, declare and pay one regular quarterly cash dividend in each quarter of the year ending December 31, 2018 in an amount per share of $0.80 per quarter and with a record date consistent with the record date for each quarterly period of the year ended December 31, 2017 and, from and after January 1, 2019, L3 may make, declare and pay one regular quarterly cash dividend in each quarter of the year ending December 31, 2019 in an amount per share up to $0.05 higher than the dividends paid for the same quarterly period of the year ended December 31, 2018 and with a record date consistent with the record date for each quarterly period of the year ended December 31, 2018, so long as L3 provides Harris with written notice of each record date it will select at least 20 business days prior to the declaration date in respect of such applicable record date, in each case, solely to the extent such payment

is coordinated with

137

TABLE OF CONTENTS

Harris to ensure that L3 stockholders 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;

- reclassify, split, combine, subdivide or redeem, purchase (through such party's share repurchase program or otherwise) or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock, other than with respect to:
  - the capital stock or other equity interests of a wholly-owned subsidiary of L3 or Harris, as applicable;
  - net withholding upon the exercise or settlement of equity-based awards outstanding as of the date of the merger agreement or granted in accordance with the terms of the merger agreement in the ordinary course and in accordance with their terms and, as applicable, the plan documents as in effect on the date of the merger agreement; or
  - such party's matching contributions to its 401(k) plans in the form of capital stock in the ordinary course and in accordance with the terms of the plan documents as in effect on the date of the merger agreement;
- make or authorize any payment of, or accrual or commitment for, capital expenditures, except any such expenditure:
  - to the extent reasonably necessary to avoid a material business interruption as a result of any act of God, war, terrorism, earthquake, fire, hurricane, storm, flood, civil disturbance, explosion, partial or entire failure of utilities or IT assets, or any other similar cause not reasonably within the control of such party or its subsidiaries;
  - not in excess of $50 million in the aggregate during any consecutive 12-month period (other than capital expenditures within the thresholds set forth in such party's disclosure letter); or
  - expenditures that such party reasonably determines are necessary to maintain the safety and integrity of any asset or property in response to any unanticipated and subsequently discovered events, occurrences or developments (except that L3 or Harris, as applicable, will use its reasonable best efforts to consult with the other party prior to making or agreeing to any such capital expenditure);
- other than in the ordinary course, enter into any contract that would have been a material contract had it been entered into prior to the merger agreement or amend, modify, supplement, waive, terminate, assign, convey, encumber or otherwise transfer, in whole or in part, rights or interest pursuant to or in any material contract other than (a) expirations of any such contract in the ordinary course in accordance with the terms of such contract, or (b) non-exclusive licenses, covenants not to sue, releases, waivers or other rights under intellectual property owned by L3 and its subsidiaries or Harris or any of its subsidiaries, as applicable, in each case, granted in the ordinary course;
- other than in the ordinary course or with respect to amounts that are not material to such party and its subsidiaries, taken as a whole, cancel, modify or waive any debts or claims held by it or any of its subsidiaries or waive any rights held by it or any of its subsidiaries;
- settle or compromise, or offer or propose to settle or compromise any material proceeding, including before a governmental entity, except in accordance with the parameters set forth in each party's disclosure letter, except that no such settlement or compromise, or offer in respect thereof, may involve any injunctive or other non-monetary relief which, in either case, imposes any material restrictions on the business operations of such party and its subsidiaries or affiliates;
- make any changes with respect to its material accounting policies or procedures, except as required by changes to GAAP;
- other than in the ordinary course, make, change or revoke any material tax election, change an annual tax accounting period, adopt or change any material tax accounting method, file any tax return other than on a basis consistent with past practice, enter into any material closing agreement with respect to

TABLE OF CONTENTS

taxes, settle any material tax claim, audit, assessment or dispute, surrender any right to claim a refund of a material amount of taxes, or agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of any material tax;

- transfer, sell, lease, divest, cancel or otherwise dispose of, or permit or suffer to exist the creation of any encumbrance upon, any assets (tangible or intangible), product lines or businesses material to it and its subsidiaries, taken as a whole, including capital stock of any of its subsidiaries, except in connection with (a) sales of goods or services provided in the ordinary course, (b) sales of obsolete assets, and (c) sales, leases, licenses or other dispositions of assets (not including services) with a fair market value not in excess of $100 million in the aggregate other than pursuant to material contracts or party government contracts in effect prior to the date of the merger agreement, or entered into after the date of the merger agreement in accordance with the merger agreement;
- cancel, abandon or otherwise allow to lapse or expire any intellectual property that is material to the businesses of Harris and its subsidiaries or L3 and its subsidiaries, as applicable, taken as a whole, as each party's businesses are currently conducted;
- amend or fail to comply with Harris' and its subsidiaries' or L3's and its subsidiaries', as applicable, privacy and security policies, or alter the operation or security of any IT assets owned, used or held for use in the operation of Harris' and its subsidiaries' or L3's and its subsidiaries' businesses, as applicable, in each case, in a manner that would be materially less protective of any confidential or proprietary information that is owned by or in the possession or control of L3 or any of its subsidiaries or Harris or any of its subsidiaries, as applicable, including any information stored on or processed by such IT assets;
- increase or change the compensation or benefits payable to any employee other than in the ordinary course, except that, notwithstanding the foregoing, except as expressly disclosed in such party's disclosure letter or pursuant to a Harris benefit plan or L3 benefit plan, as applicable, in effect as of the date of the merger agreement, the parties may not:
  - grant any new long-term incentive or equity-based awards, or amend or modify the terms of any such outstanding awards under any Harris benefit plan or L3 benefit plan, as applicable;
  - grant any transaction or retention bonuses;
  - increase or change the compensation or benefits payable to any executive officer (other than changes in benefits that are generally applicable to all salaried employees in the particular geographic region and that are made in the ordinary course);
  - increase or change the severance terms applicable to any employee, except that L3 may pay severance benefits in amounts that would not exceed the levels that would be payable under Harris' severance pay plan; or
  - terminate the employment of any executive officer (other than for cause) or hire any new executive officer (other than as a replacement hire receiving substantially similar terms of employment);
- become a party to, establish, adopt, amend, commence participation in or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization, in each case, other than in the ordinary course;
- incur any indebtedness (including the issuance of any debt securities, warrants or other rights to acquire any debt security) or guarantee any such indebtedness, except for:
  - indebtedness for borrowed money incurred in the ordinary course under L3's or Harris', as applicable, revolving credit facilities and other lines of credit existing as of the date of the merger agreement;
  - guarantees by Harris or any wholly-owned subsidiary of Harris of indebtedness of Harris or any other wholly-owned subsidiary of Harris;

TABLE OF CONTENTS

- guarantees by L3 or any wholly-owned subsidiary of L3 of indebtedness of L3 or any other wholly-owned subsidiary of L3;
- indebtedness incurred in connection with a refinancing or replacement of existing indebtedness (but in all cases which refinancing or replacement must not increase the aggregate amount of indebtedness permitted to be outstanding thereunder and in each case on customary commercial terms consistent in all material respects with the indebtedness being refinanced or replaced);
- indebtedness incurred pursuant to letters of credit, performance bonds or other similar arrangements in the ordinary course;
- interest, exchange rate and commodity swaps, options, futures, forward contracts and similar derivatives or other hedging contracts not entered for speculative purposes and entered into in the ordinary course and in compliance with its risk management and hedging policies or practices in effect on the date of the merger agreement; or
- indebtedness incurred by mutual agreement of the parties in accordance with the merger agreement; or

- agree or commit to do any of the foregoing.

No Solicitation of Acquisition Proposals

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 directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, which directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives are collectively referred to as representatives, 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 (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.

An acquisition proposal means:

- any proposal, offer, inquiry or indication of interest relating to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, spin-off, share exchange, business combination or similar transaction involving L3 or Harris, as applicable, or any of their respective subsidiaries and involving, directly or indirectly, 15% or more of the consolidated net revenues, net income or total assets (it being understood that total assets include equity securities of subsidiaries of L3 or Harris, as applicable); or
- any acquisition by any person or group (as defined under Section 13 of the Exchange Act) resulting in, or any proposal, offer, inquiry or indication of interest that if consummated would result in, any person or group (as defined under Section 13 of the Exchange Act) becoming the beneficial owner of, directly or indirectly, in one or a series of related transactions, 15% or more of the total voting power or of any class of equity securities of L3 or Harris, as applicable, or 15% or more of the consolidated net

140

TABLE OF CONTENTS

revenues, net income or total assets (it being understood that total assets include equity securities of subsidiaries) of L3 or Harris, as applicable, in each case of this bullet and the preceding bullet, other than the merger and the other transactions contemplated by the merger agreement.

Notwithstanding the restrictions described above, prior to the time, but not after, in the case of L3, the required stockholder vote of L3 stockholders to adopt the merger agreement, which is referred to as the required L3 vote, is obtained or, in the case of Harris, the required stockholder vote of Harris stockholders to approve the share issuance and adopt the charter amendment, which is referred to as 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 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.

A superior proposal means an unsolicited, *bona fide* written acquisition proposal (except that the references in the definition thereof to 15% or more will be deemed to be references to a majority) made after the date of the merger agreement that the L3 board of directors or the Harris board of directors, as applicable, has determined in good faith, after consultation with its outside legal counsel and its financial advisor:

- if consummated, would result in a transaction more favorable to L3's stockholders or Harris' stockholders, as applicable from a financial point of view, than the merger and the other transactions contemplated by the merger agreement (after taking into account any revisions to the terms of the merger agreement proposed by L3 or Harris, as applicable, pursuant to the terms of the merger agreement and the time likely to be required to consummate such acquisition proposal);
- is reasonably likely to be consummated on the terms proposed, taking into account any legal, financial, regulatory and stockholder approval requirements, the sources, availability and terms of any financing, financing market conditions and the existence of a financing contingency, the likelihood of termination, the timing of closing, the identity of the person or persons making the proposal and any other aspects considered relevant by the L3 board of directors or the Harris board of directors, as applicable; and
- for which, if applicable, financing is fully committed or reasonably determined to be available by the L3 board of directors or the Harris board of directors, as applicable.

Notice Regarding Acquisition Proposals

Harris and L3 each must promptly (and, in any event, within 24 hours) give notice to the other party if (a) any inquiries, proposals or offers with respect to an acquisition proposal are received by, (b) any information is requested in connection with any acquisition proposal from, or (c) any discussions or negotiations with respect to an acquisition

proposal are sought to be initiated or continued with, it or any of its representatives, setting forth in such notice the name of such person and the material terms and conditions of any proposals or offers (including, if applicable, complete copies of any written requests, proposals or offers, including proposed agreements) and must then keep the other party informed, on a current basis (and, in any event, within 24 hours), of the status and material terms of any such proposals or offers (including any material amendments) and the status of any such discussions or negotiations, including any change in its intentions as previously notified.

141

TABLE OF CONTENTS

No Change of Recommendation

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, 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 consultation with its outside legal counsel and its financial advisor that such acquisition proposal constitutes a superior proposal or (b) an intervening event (as defined below) 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

142

TABLE OF CONTENTS

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.

An intervening event means any material effect, event, development, change, state of facts, condition, circumstance or occurrence that was not known or reasonably foreseeable by Harris or L3, as applicable, on the date of the merger agreement (or if known or reasonably foreseeable, the consequences of which were not known or reasonably foreseeable by such board of directors as of the date of the merger agreement), which effect, or any consequence thereof, becomes known by such board of directors prior to the time Harris receives the required Harris vote or L3 receives the required L3 vote, as applicable, except that in no event will any effect that relates to an acquisition proposal or a superior proposal or any inquiry or communications relating thereto be taken into account for purposes of determining whether an intervening event has occurred.

Nothing contained in the merger agreement 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 party may effect a change of recommendation other than in accordance with the procedures described above.

Existing Discussions and Standstill Provisions

Harris and L3 each must, and must cause its subsidiaries and must use its reasonable best efforts to cause their respective representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any person conducted prior to the date of the merger agreement with respect to any acquisition proposal, or proposal that would reasonably be expected to lead to an acquisition proposal. Harris and L3, as applicable, must promptly deliver a written notice to each such person providing only that each of Harris and L3, as applicable, is ending all discussions and negotiations with such person with respect to any acquisition proposal, or proposal or transaction that would reasonably be expected to lead to an acquisition proposal, which notice must also request the prompt return or destruction of all confidential information concerning Harris and any of its subsidiaries or L3 and any of its subsidiaries, as applicable, that has been furnished to such person by or on behalf of Harris or L3, as applicable, or any of their respective subsidiaries, as applicable. Harris and L3, as applicable, will promptly terminate all physical and electronic data access previously granted to such persons.

During the period beginning on the date of the merger agreement and continuing until the earlier of the effective time and termination of the merger agreement in pursuant to its terms, Harris and L3, as applicable, must not terminate, amend, modify or waive any provision of any confidentiality, standstill or similar agreement to which Harris and L3, as applicable, or any of their respective subsidiaries is a party and must enforce, to the fullest extent permitted under applicable law, the provisions of any such agreement, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions of such agreements.

Stockholder Meetings

Each of Harris and L3 must take, in accordance with applicable law and its organizational documents, all action necessary to convene the Harris stockholder meeting or L3 stockholder meeting, as applicable, as promptly as practicable after this Form S-4 is declared effective, and in any event (to the extent permitted by applicable law) within 30 business days thereafter to consider and vote upon, in the case of L3, the adoption of the merger agreement, and in the case of Harris, the approval of the share issuance and adoption of the charter amendment, and to cause such

vote to be taken, and must not postpone or adjourn such meeting except to the extent required by law, in accordance with the terms of the merger agreement, or, if, as of the time for which such party s stockholder meeting was originally scheduled, there are insufficient shares of such party s common stock represented (either in person or by proxy) and voting to obtain such party s required vote or to constitute a quorum necessary to conduct the business of such party s stockholder meeting. Harris and L3 each must, subject to the right of each board to effect a change of recommendation in accordance with the terms of the merger agreement, use reasonable best efforts to solicit from its stockholders proxies in favor of, in the case of L3, the

TABLE OF CONTENTS

proposal to adopt the merger agreement, and in the case of Harris, the proposals to approve the share issuance and adopt the charter amendment, and to secure the required votes of such party s stockholders.

Harris and L3 must cooperate to schedule and convene the Harris stockholder meeting and the L3 stockholder meeting on the same date, and each agrees to provide the other reasonably detailed periodic updates concerning proxy solicitation. The stockholder meetings may be adjourned if it is necessary to ensure that any supplement or amendment to this joint proxy statement/prospectus is delivered or if either party has not received sufficient proxies to obtain the required vote of its stockholders as of two business days before its stockholder meeting. Such adjournment must not be more than 10 days in connection with any one postponement or adjournment or more than an aggregate of 20 business days from the originally scheduled date for the applicable stockholder meeting. If either party postpones or adjourns its stockholder meeting, the other party may postpone or adjourn its stockholder meeting such that both stockholder meetings are scheduled on the same date.

Each of Harris and L3 agrees that its obligations to hold the Harris stockholder meeting and the L3 stockholder meeting, as applicable, will not be affected by the making of a change of recommendation by the Harris board of directors or the L3 board of directors, as applicable, nor will those obligations be affected by the commencement of or announcement or disclosure of or communication to Harris or L3, as applicable, of any acquisition proposal (including any superior proposal) or the occurrence or disclosure of an intervening event as to Harris or L3, as applicable.

Cooperation; Efforts to Consummate

On the terms and subject to the conditions set forth in the merger agreement, Harris and L3 are required 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 merger and the other 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 (including by filing no later than November 9, 2018 the notification and report form required under the HSR Act) 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 the merger and the other transactions contemplated by the merger agreement.

Harris and L3 will jointly develop and consult with one another on and consider in good faith the views of one another in connection with, all of the information relating to Harris or L3, as applicable, and any of their respective subsidiaries, that appears in any filing made with, or written materials submitted to, any third party or any governmental entity in connection with the merger and the other transactions contemplated by the merger agreement. Neither Harris nor L3 may permit any of its officers or other representatives to participate in any substantive meeting with any governmental entity in respect of any filings, investigation or other inquiry relating to the merger or the other transactions contemplated by the merger agreement unless it consults with the other party in advance and, to the extent permitted by such governmental entity, gives the other party the opportunity to attend and participate at such meeting. Subject to applicable law, each of Harris and L3 and their respective subsidiaries may not agree to any actions, restrictions or conditions with respect to obtaining any consents, registrations, approvals, permits, expirations of waiting periods or authorizations in connection with the merger or the other transactions contemplated by the merger agreement, and neither party may directly or indirectly extend any waiting period under the HSR Act or enter into any agreement with a governmental entity related to the merger agreement or the merger or the other transactions contemplated by the merger agreement, in each case, without the prior written consent of the other party. In exercising these rights, each of Harris and L3 must act reasonably and as promptly as reasonably practicable.

On the terms and subject to the conditions set forth in the merger agreement, each of Harris and L3 agrees, subject to applicable law, to:

- promptly provide to each and every federal, state, local or foreign court or governmental entity with jurisdiction over enforcement of any applicable antitrust law non-privileged information and documents requested by any such governmental entity or that are necessary, proper or advisable to permit consummation of the merger and the other transactions contemplated by the merger agreement; and

TABLE OF CONTENTS

promptly use its reasonable best efforts to take all reasonably necessary, proper or advisable steps to avoid the entry of, and resist, vacate, modify, reverse, suspend, prevent, eliminate or remove any actual, anticipated or threatened temporary, preliminary or permanent injunction or other order, decree, decision, determination or judgment entered or issued, or that becomes reasonably foreseeable to be entered or issued, in any proceeding or inquiry of any kind that would reasonably be expected to delay, restrain, prevent, enjoin or otherwise prohibit or make unlawful the consummation of the merger or the other transactions contemplated by the merger agreement, including the defense through litigation (excluding any appeals) on the merits of

- any claim asserted in any court, agency or other proceeding by any person or entity seeking to delay, restrain, prevent, enjoin or otherwise prohibit consummation of the merger or the other transactions contemplated by the merger agreement and to proffer and agree to its willingness to sell, lease, license or otherwise dispose of, or hold separate pending such disposition and promptly to effect the sale, lease, license, disposal and holding separate of, assets, operations, rights, product lines, licenses, businesses or interests therein of Harris or L3 or either of their respective subsidiaries if such remedy should be reasonably necessary, proper or advisable so as to permit the consummation of the merger and the other transactions contemplated by the merger agreement on a schedule as close as possible to that contemplated in the merger agreement.

Notwithstanding anything in the merger agreement to the contrary, neither the covenants described in this section nor the reasonable best efforts standard in the merger agreement will require, or be construed to require, Harris or L3 or any of their respective subsidiaries or other affiliates, to waive any of the conditions to the closing of the merger or to effect any of the remedies described in the immediately preceding bullet unless such remedy is conditioned upon the occurrence of the closing or is effective on or after the closing or take, effect or agree to any remedy that individually or in the aggregate with any other remedies to be taken, effected or agreed to, would reasonably be expected to be materially adverse to the condition (financial or otherwise), properties, assets, operations, liabilities or results of operations of Harris, L3 and their subsidiaries (taken as a whole, after giving effect to the merger), not taking into account any proceeds received or expected to be received from any such action.