
UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
November 5, 1999

HARRIS CORPORATION

(Exact name of registrant as specified in its
charter)

Delaware
(State or other jurisdiction
of incorporation)

1-3863
(Commission File Number)

34-0276860
(I.R.S. Employer
Identification No.)

Registrant's telephone number, including area code:
(321) 727-9100

No Change

(Former name or former address, if changed)

Item 1. Not Applicable.

Item 2. Acquisition or Disposition of Assets.

On November 5, 1999, Harris Corporation ("Harris" or the "Company") completed the spin-off of its Lanier Worldwide, Inc. ("Lanier") subsidiary as an independent publicly traded company. Harris distributed (the "Distribution") to its shareholders of record as of the close of business on November 1, 1999 (the "Record Date") approximately 90% of the outstanding shares of common stock of Lanier. The Distribution was effected by means of a dividend to Harris shareholders of one share of Lanier common stock for each outstanding share of Harris common stock. Harris retained approximately ten percent (10%) of the outstanding shares of Lanier. Prior to the Distribution, Lanier was a wholly-owned subsidiary of Harris.

In connection with the Distribution, Harris and Lanier entered into an Agreement and Plan of Distribution (the "Distribution Agreement"), providing for, among other things, the principal corporate transactions required to effect the Distribution and certain other agreements governing the relationship between Harris and Lanier with respect to or as a result of the Distribution.

Pursuant to the Distribution Agreement, Lanier made a cash distribution to Harris of approximately \$546 million. Additionally, Lanier and Harris settled or terminated all intercompany loans and advances. In connection with the Distribution, the consolidated debt of Harris was also reduced by about \$150 million as Lanier is responsible for such debt.

In addition to the Distribution Agreement, Harris and Lanier also entered into other agreements governing the relationship between Harris and Lanier. These include a Tax Disaffiliation Agreement, an Employee Benefits and Compensation Allocation Agreement, an Intellectual Property License Agreement, a Registration Rights Agreement, and a Transition Services Agreement.

No consideration was payable by Harris shareholders for the shares of Lanier common stock, nor were they required to surrender or exchange shares of Harris common stock or take any other action in order to receive the Lanier shares.

Additional information concerning Lanier and the Distribution is contained in Lanier's Registration Statement on Form 10/ A (Amendment No. 4) (Commission File No. 1-15139), which was declared effective by the Securities and Exchange Commission on October 25, 1999.

Harris intends to use the proceeds received in connection with the Distribution to reduce indebtedness and for other general corporate purposes, including acquisitions and repurchases of Harris' common stock.

The foregoing description of the terms of the Distribution is qualified in its entirety by reference to the agreements which are exhibits hereto and incorporated herein by reference.

Items 3-6. Not Applicable.

Item 7. Financial Statements and Exhibits.

(a) Financial Statements.

None.

(b) Pro Forma Financial Information.

The following unaudited pro forma condensed consolidated financial information presents pro forma financial information for Harris giving effect to the November 5, 1999 Distribution and the related transactions. The unaudited pro forma condensed consolidated balance sheet as of October 1, 1999 is presented as if the Distribution and related transactions had occurred as of that date. The unaudited pro forma condensed consolidated income statement for the quarter ended October 1, 1999 and for the fiscal year ended July 2, 1999 are presented as if the spin-off had occurred at the beginning of the earliest period presented.

The pro forma condensed consolidated financial statements should be read in conjunction with the unaudited condensed consolidated financial statements and notes thereto included in Harris' Quarterly Report on Form 10-Q for the quarterly period ended October 1, 1999 and the audited consolidated financial statements and notes thereto included in Harris' Annual Report on Form 10-K for the fiscal year ended July 2, 1999. The pro forma information may not necessarily be indicative of what Harris' results of operations or financial position would have been had the Distribution and related transactions been in effect for and as of the periods presented, nor is such information necessarily indicative of Harris' results of operations or financial position for or as of any future period or date.

For fiscal 1999 and fiscal 2000 results, the Company's semiconductor business, which was sold in August 1999, as well as the Lanier business, were classified as discontinued operations.

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HARRIS CORPORATION

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET

October 1, 1999

1025 West NASA Blvd., Melbourne, FL
(Address of principal executive offices)

32919
(Zip Code)

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HARRIS CORPORATION

UNAUDITED PRO FORMA CONSOLIDATED INCOME STATEMENT

For the Quarter Ended October 1, 1999

	Historical	(A) Adjustments	Pro Forma
	(Dollars in millions)		
Assets			
Current Assets			
Cash and cash equivalents	\$ 251.7	\$ 298.2	\$ 549.9
Marketable securities	31.8	15.2	47.0
Receivables-net	406.1	—	406.1
Unbilled costs and accrued earnings on fixed price contracts	168.7	—	168.7
Inventories	210.1	—	210.1
Deferred income taxes	144.8	—	144.8
Total current assets	1,213.2	313.4	1,526.6
Other Assets			
Plant and equipment	302.7	—	302.7
Non-current notes receivable	93.3	—	93.3
Intangibles resulting from acquisitions	82.2	—	82.2
Net assets of discontinued operations	729.2	(698.2)	31.0
Other assets	260.2	—	260.2
	<u>\$2,680.8</u>	<u>\$ (384.8)</u>	<u>\$2,296.0</u>
Liabilities and Shareholders' Equity			
Current Liabilities			
Short-term debt	\$ 247.8	\$ (247.8)	\$ —
Accounts payable	120.1	—	120.1
Compensation and benefits	71.6	—	71.6
Other accrued items	111.0	—	111.0
Unearned income and advance payments by customers	93.4	—	93.4
Income taxes	13.0	—	13.0
Total current liabilities	656.9	(247.8)	409.1
Other Liabilities			
Deferred income taxes	54.3	—	54.3
Long-term debt	415.0	—	415.0
Shareholders' Equity			
Preferred Stock	—	—	—
Common Stock	79.1	—	79.1
Other capital	267.6	—	267.6
Retained earnings	1,217.4	(137.0)	1,080.4
Unearned compensation	(6.5)	—	(6.5)
Accumulated comprehensive loss	(3.0)	—	(3.0)
Total Shareholders' Equity	1,554.6	(137.0)	1,417.6
	<u>\$2,680.8</u>	<u>\$ (384.8)</u>	<u>\$2,296.0</u>

HARRIS CORPORATION

UNAUDITED PRO FORMA CONSOLIDATED INCOME STATEMENT

For the Fiscal Year Ended July 2, 1999

	Historical	(A) Adjustments	Pro Forma
	(Dollars in millions except per share amounts)		
Revenue			
Revenue from product sales, rentals and services	\$398.8	\$ —	\$398.8
Costs and Expenses			
Cost of product sales, rentals and services	299.5	—	299.5
Engineering, selling and administrative expenses	92.0	—	92.0
Other income	(7.4)	—	(7.4)
Operating income	384.1	—	384.1
Interest income	14.7	—	14.7
Interest expense	1.3	—	1.3
	(1.7)	—	(1.7)
Income from continuing operations before income taxes	14.3	—	14.3
Income taxes	5.0	—	5.0
Income from continuing operations	9.3	—	9.3
Discontinued operations net of income taxes	(8.0)	(5.7)	(13.7)
Net income (loss)	<u>\$ 1.3</u>	<u>\$ (5.7)</u>	<u>\$ (4.4)</u>
Net income (loss) per common share			
Basic			
Continuing operations	\$ 0.12	\$ —	\$ 0.12
Discontinued operations	(0.10)	(0.07)	(0.17)
	<u>\$ 0.02</u>	<u>\$ (0.07)</u>	<u>\$ (0.05)</u>
Diluted			
Continuing operations	\$ 0.12	\$ —	\$ 0.12
Discontinued operations	(0.10)	(0.07)	(0.17)
	<u>\$ 0.02</u>	<u>\$ (0.07)</u>	<u>\$ (0.05)</u>
Average shares outstanding			
Basic	79.2	79.2	79.2
Diluted	79.4	79.4	79.4

Note to Unaudited Pro Forma Financial Information

(A) Reflects the spin-off of Lanier including a payment of \$546.0 million cash by Lanier to the Company. In connection with this transaction, Harris also retained approximately 10 percent of the equity interest in Lanier. The pro forma adjustment to the condensed consolidated balance sheet as of October 1, 1999 includes the effect of the receipt of cash, recording the equity investment at net realizable value and the retirement of short-term debt.

Historically, Harris has allocated interest expenses for headquarters functions from the central corporate cost centers. The historical financials reflect the removal of the allocated headquarters expenses from Lanier in discontinued operations. The interest, however, is allocated to Lanier in discontinued operations.

(c) Exhibits

The following documents are filed as Exhibits to this Report:

	Historical	(A) Adjustments	Pro Forma
	(Dollars in millions except per share amounts)		
Revenue			
Revenue from product sales, rentals and services	\$1,743.5	\$ —	\$1,743.5
Costs and Expenses			
Cost of product sales, rentals and services	1,278.3	—	1,278.3
Engineering, selling and administrative expenses	384.3	—	384.3
Restructuring expenses	5.1	—	5.1
Special charge for litigation costs	20.6	—	20.6
Other income	(19.3)	—	(19.3)
	<u>1,669.0</u>	<u>—</u>	<u>1,669.0</u>
Operating income	74.5	—	74.5
Interest income	13.3	—	13.3
Interest expense	(9.8)	—	(9.8)
	<u>78.0</u>	<u>—</u>	<u>78.0</u>
Income from continuing operations before income taxes	28.1	—	28.1
Income taxes	<u>49.9</u>	<u>—</u>	<u>49.9</u>
Income from continuing operations before extraordinary item	12.4	(64.0)	(51.6)
Discontinued operations net of income taxes	<u>62.3</u>	<u>(64.0)</u>	<u>(1.7)</u>
Income before extraordinary item	(9.2)	—	(9.2)
Extraordinary loss from early retirement of debt net of income taxes	<u>\$ 53.1</u>	<u>\$ (64.0)</u>	<u>\$ (10.9)</u>
Net income (loss)			
Net income (loss) per common share			
Basic			
Continuing operations before extraordinary item	\$ 0.63	\$ —	\$ 0.63
Discontinued operations	0.16	(0.81)	(0.65)
Extraordinary loss	(0.12)	—	(0.12)
	<u>\$ 0.67</u>	<u>\$ (0.81)</u>	<u>\$ (0.14)</u>
Diluted			
Continuing operations	\$ 0.63	\$ —	\$ 0.63
Discontinued operations	0.16	(0.81)	(0.65)
Extraordinary loss	(0.12)	—	(0.12)
	<u>\$ 0.67</u>	<u>\$ (0.81)</u>	<u>\$ (0.14)</u>
Average shares outstanding			
Basic	79.4	79.4	79.4
Diluted	79.7	79.4	79.4

Items 8-9. Not Applicable.

SIGNATURE

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

- 2.1 Agreement and Plan of Distribution, dated as of October 22, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
- 2.2 Tax Disaffiliation Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
- 2.3 Employee Benefits and Compensation Allocation Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
- 2.4 Intellectual Property License Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
- 2.5 Registration Rights Agreement, dated November 5, 1999, between Harris Corporation and Lanier Worldwide, Inc.
- 2.6 Transition Services Agreement, dated as of November 5, 1999, between Harris Corporation and Lanier Worldwide, Inc.

HARRIS CORPORATION
By: /s/ BRYAN R. ROUB

Name: Bryan R. Roub
Title: Senior Vice President &

Date: November 19, 1999

EXHIBIT INDEX

Chief Financial Officer

AGREEMENT AND PLAN OF DISTRIBUTION

BY AND BETWEEN

HARRIS CORPORATION

AND

LANIER WORLDWIDE, INC.

DATED AS OF OCTOBER 22, 1999

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Exhibit A	Corporate Restructuring Transactions
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AGREEMENT AND PLAN OF DISTRIBUTION

This AGREEMENT AND PLAN OF DISTRIBUTION (this "Agreement"), is dated as of October 22, 1999, by and between Harris Corporation, a Delaware corporation ("Harris"), and Lanier Worldwide, Inc., a Delaware corporation and, prior to the Distribution (as defined herein), a wholly owned subsidiary of Harris ("Lanier").

WHEREAS, Harris, acting through the Lanier Group (as defined herein), currently conducts a number of businesses, including providing office products and document management solutions, and in the past has conducted a number of other businesses through the Lanier Group or its predecessors which have been discontinued, sold or transferred (all such businesses collectively, the "Lanier Business");

WHEREAS, Harris has determined to take certain steps to transfer certain Assets (as defined herein) to Lanier and have Lanier assume certain Liabilities (as defined herein) of Harris and Lanier has determined to take certain steps to transfer certain Assets to Harris and have Harris assume certain Liabilities of Lanier;

WHEREAS, the Board of Directors of Harris has authorized the distribution to the holders of the issued and outstanding shares of common stock, par value \$1.00 per share, of Harris (the "Harris Common Stock") as of the record date of approximately 90% of the issued and outstanding shares of common stock, par value \$0.01 per share, of Lanier (the "Lanier Common Stock"), together with the associated preferred stock purchase rights (each share of such stock, together with the associated preferred stock purchase right, a "Lanier Share"), on the basis of one Lanier Share for each share of Harris Common Stock (the "Distribution"); and

WHEREAS, the parties hereto have determined to set forth the principal corporate and other transactions required to effect the Distribution and to set forth other agreements that will govern certain other matters prior to and following the Distribution.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

DEFINITIONS

SECTION 1.1 General. Unless otherwise defined herein or unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:

"Action" shall mean any demand, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" shall mean, when used with respect to any specified Person, a Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person; provided, however, that for purposes of this Agreement, any Person who was a member of both Groups prior to the Distribution shall be deemed to be an Affiliate only of the Group of which such Person is a member following the Distribution. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise. Any contrary provision of this Agreement notwithstanding, neither Harris nor any of its Subsidiaries shall be deemed to be an Affiliate of Lanier.

"Agent" shall have the meaning set forth in Section 2.1(b) of this Agreement.

"Agreement" shall have mean this Agreement.

"Agreement Disputes" shall have the meaning set forth in Section 5.1 of this Agreement.

"Ancillary Agreements" shall mean all of the written agreements, instruments, understandings, assignments or other arrangements (other than this Agreement) entered into by the parties hereto or any other member of their respective Groups in connection with the transactions contemplated hereby, including the Conveyancing and Assumption Instruments, the Employee Benefits Compensation and Allocation Agreement, the Intellectual Property Agreement, the Registration Rights Agreement, the Tax Disaffiliation Agreement, the Transition Services Agreement, the Ancillary Workers Compensation Agreement and the Subleases.

"Ancillary Workers Compensation Agreement" shall mean the Ancillary Workers Compensation Agreement by and between Harris and Lanier, which

agreement shall be entered into prior to the Distribution Date in the form attached hereto as Exhibit K.

"Applicable Rate" shall mean the rate of interest per annum announced from time to time by Citibank, N.A., as its prime lending rate.

"Assets" shall mean assets, properties and rights, wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

(i) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

(ii) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks, aircraft and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;

(iii) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;

(iv) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a security interest in real property, lessor, sublessor, lessee, sublessee or otherwise;

(v) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(vi) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments (collectively, "Contracts");

(vii) all deposits, letters of credit and performance and surety bonds;

(viii) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other Third Parties;

(ix) all domestic and foreign patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, inventions, data bases, other proprietary information and licenses from Third Parties granting the right to use any of the foregoing;

(x) all computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation and instructions;

(xi) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(xii) all prepaid expenses, trade accounts and other accounts and notes receivable;

(xiii) all rights under contracts or agreements, all claims or rights against any Person arising from the ownership of any asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;

(xiv) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(xv) all licenses, permits, approvals and authorizations which have been issued by any Governmental Authority;

(xvi) cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and

(xvii) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

"Assignee" shall have the meaning set forth in Section 2.1(f) of this Agreement.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions located in The City of New York are authorized or obligated by law or executive order to close.

"Calculation" shall have the meaning set forth in Section 2.3(a) of this Agreement.

"Cash Payment" shall have the meaning set forth in Section 2.2(a) of this Agreement.

"Claims Administration" shall mean the processing of claims made under the Harris Shared Policies, including the reporting of claims to the insurance carriers, management and defense of claims and providing for appropriate releases upon settlement of claims.

"Closing Payment" shall have the meaning set forth in Section 2.2(b) of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder, including any successor legislation.

"Commission" shall mean the Securities and Exchange Commission.

"Contracts" shall have the meaning set forth in the definition of Assets.

"Conveyancing and Assumption Instruments" shall mean, collectively, the various agreements, instruments and other documents to be or heretofore entered into to effect the Corporate Restructuring Transactions or otherwise to effect the transfer of Assets and the assumption of Liabilities in the manner contemplated by this Agreement, the Ancillary Agreements and the Corporate Restructuring Transactions.

"Corporate Restructuring Transactions" shall mean, collectively, (a) each of the mergers, transfers, conveyances, contributions, assignments, dividends, assumptions, redemptions, purchases and other transactions described and set forth on Exhibit A attached hereto, and (b) such other mergers, transfers, conveyances, contributions, assignments, dividends, assumptions, redemptions, purchases and other transactions that may be appropriate or required to be accomplished, effected or consummated by Harris or Lanier or any of their respective Subsidiaries and Affiliates so that: (i) the Lanier Assets, Lanier Liabilities and Lanier Business shall be owned, directly or indirectly, by Lanier after giving effect to the Distribution; and (ii) the Harris Assets, Harris Liabilities and Harris Business shall be owned, directly or indirectly, by Harris after giving effect to the Distribution.

"Credit Items" shall have the meaning set forth in Section 2.2(b) of this Agreement.

"Deduction Items" shall have the meaning set forth in Section 2.4(a) of this Agreement.

"Distribution" shall have the meaning set forth in the recitals to this Agreement.

"Distribution Date" shall mean such date as may be determined by the Board of Directors of Harris, or such committee of such Board of Directors as shall be designated by the Board of Directors of Harris, as the date as of which the Distribution shall be effected.

"Distribution Record Date" shall mean such date as may be determined by the Board of Directors of Harris, or such committee of such Board of Directors as shall be designated by the Board of Directors of Harris, as the record date for the Distribution.

"Effective Time" shall mean 11:59 p.m., New York City time, on the Distribution Date.

"Employee Benefits Compensation and Allocation Agreement" shall mean the Employee Benefits Compensation and Allocation Agreement by and between Harris and Lanier, which agreement shall be entered into prior to or on the Distribution Date in the form attached hereto as Exhibit B.

"Environmental Laws" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, principles of common law, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.), whether now or hereafter in existence, relating to the environment, natural resources, human health or safety, endangered or threatened species of fish, wildlife and plants, or to emissions, discharges or releases of pollutants, contaminant, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including without limitation indoor or outdoor air, surface water, groundwater and surface or subsurface soils), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the investigation, cleanup or other remediation thereof.

"Ernst & Young" shall have the meaning set forth in Section 2.3(a) of this Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Governmental Authority" shall mean any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, the NYSE or other regulatory, administrative or governmental authority.

"Group" shall mean with respect to Harris, the Harris Group and, with respect to Lanier, the Lanier Group.

"Harris" shall have the meaning set forth in the preamble to this Agreement.

"Harris Accounts Payable" shall mean all of the accounts payable arising from or out of the provision of goods or services to any member of the Harris Group by any member of the Lanier Group under the contracts or agreements set forth in Exhibit J.

"Harris Assets" shall mean, collectively, all the rights and Assets owned or held by Harris or any Harris Subsidiary after giving effect to the Corporate Restructuring Transactions, except the Lanier Assets.

"Harris Business" shall mean each and every business conducted at any time by Harris or any subsidiary controlled by Harris, except the Lanier Business.

"Harris Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"Harris Group" shall mean Harris and each Person (other than any member of the Lanier Group) that is a Harris Subsidiary.

"Harris Indemnatee" shall mean:

- (i) Harris and each Affiliate thereof after giving effect to the Corporate Restructuring Transactions and the Distribution; and
- (ii) each of the respective past, present and future directors, officers, members, employees and agents of any of the entities described in the immediately preceding clause (i) and each of the heirs, executors, successors and assigns of any of such directors, officers, members, employees and agents, except in the case of clauses (i) and (ii), the Lanier Indemnitees.

"Harris Liabilities" shall mean collectively, all obligations and Liabilities of Harris or any Harris Subsidiary after giving effect to the Corporate Restructuring Transactions, except the Lanier Liabilities.

"Harris Policies" shall mean all Policies, current or past, that are owned or maintained by or on behalf of Harris or any Harris Subsidiary that do not relate to the Lanier Business.

"Harris Shared Policies" shall mean all Policies, current or past, which are owned or maintained by or on behalf of Harris or any Harris Subsidiary which provide coverage for the Lanier Business, other than Lanier Policies.

"Harris Subsidiaries" shall mean all of the Subsidiaries of Harris other than Lanier and the Lanier Subsidiaries.

"Indemnifiable Losses" shall mean any and all losses, liabilities, claims, damages, demands, costs or expenses (including reasonable attorneys' fees and any and all out-of-pocket expenses) reasonably incurred in investigating, preparing for or defending against any Actions or potential Actions or in settling any Action or potential Action or in satisfying any judgment, fine or penalty rendered in or resulting from any Action.

"Indemnifying Party" shall have the meaning set forth in Section 3.3 of this Agreement.

"Indemnatee" shall have the meaning set forth in Section 3.3 of this Agreement.

"Information Statement" shall mean the Information Statement filed with the Commission as part of the Registration Statement and mailed to the holders of shares of Harris Common Stock in connection with the Distribution, including any amendments or supplements thereto.

"Insurance Administration" shall mean, with respect to each Harris Shared Policy, the accounting for premiums, retrospectively-rated premiums, defense costs, indemnity payments, deductibles and retentions, as appropriate, under the terms and conditions of each of the Harris Shared Policies; and the reporting to excess insurance carriers of any losses or claims which may cause the per-occurrence, per claim or aggregate limits of any Harris Shared Policy to be exceeded, and the distribution of Insurance Proceeds as contemplated by this Agreement.

"Insurance Proceeds" shall mean those monies (i) received by an insured from an insurance carrier or (ii) paid by an insurance carrier on behalf of an insured.

"Insured Claims" shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Harris Shared Policies, whether or not subject to deductibles, co-insurance, uncollectibility or retrospectively-rated premium adjustments.

"Intellectual Property Agreement" shall mean the Intellectual Property Agreement by and between Harris and Lanier, which Agreement shall be entered into prior to or on the Distribution Date in the form attached hereto as Exhibit C.

"Intercompany Receivables" shall have the meaning set forth in Section 2.4(b) of this Agreement.

"IRS" shall mean the Internal Revenue Service.

"Lanier Assets" shall mean collectively, all the rights and Assets that are owned by Lanier or any Lanier Subsidiaries as of the close of business on the Distribution Date and after giving effect to the Corporate Restructuring Transactions, including:

- (i) the capital stock of the Lanier Subsidiaries;
- (ii) all of the Assets reflected on the Lanier Pro Forma Balance Sheet or the accounting records supporting such balance sheet that are to be owned by Lanier or any of the Lanier Subsidiaries as of the close of business on the Distribution Date;
- (iii) all of the Assets expressly allocated to Lanier or any of the Lanier Subsidiaries under this Agreement or any of the Ancillary Agreements; and
- (iv) any other Asset acquired by Harris or any of the Harris Subsidiaries from the date of the Lanier Pro Forma Balance Sheet to the close of business on the Distribution Date that is owned by Harris, any of the Harris Subsidiaries, Lanier or any of the Lanier Subsidiaries as of the close of business on the Distribution Date and that is of a nature or type that would have resulted in such Asset being included as an Asset on the Lanier Pro Forma Balance Sheet had it been acquired on or prior to the date of the Lanier Pro Forma Balance Sheet, determined on a basis consistent with the determination of the Assets included on the Lanier Pro Forma Balance Sheet. No Asset shall be deemed a Lanier Asset solely as a result of this clause (iv) unless a claim with respect thereto is made by

Lanier on or prior to the first anniversary of the Distribution Date. As a clarification, no asset or portion thereof held by Harris in any "rabbi trust" shall be deemed to be a Lanier Asset.

"Lanier Business" shall have the meaning set forth in the recitals to this Agreement.

"Lanier Common Stock" shall have the meaning set forth in the recitals to this Agreement.

"Lanier Group" shall mean Lanier, the Lanier Subsidiaries and the corporations, partnerships and other entities which are contemplated to remain or become a Subsidiary of Lanier in connection with the Corporate Restructuring Transactions and the Distribution.

"Lanier Indemnitees" shall mean:

(i) Lanier and each Affiliate thereof after giving effect to the Corporate Restructuring Transactions and the Distribution; and

(ii) each of the respective past, present and future directors, officers, members, employees and agents of any of the entities described in the immediately preceding clause (i) and each of the heirs, executors, successors and assigns of any of such directors, officers, members, employees and agents.

"Lanier Liabilities" shall mean:

(i) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Lanier or any member of the Lanier Group, and all agreements, obligations and Liabilities of any member of the Lanier Group under this Agreement or any of the Ancillary Agreements;

(ii) all Liabilities (other than Taxes and any employee-related Liabilities which are specifically covered by the Tax Disaffiliation Agreement and the Employee Benefits Compensation and Allocation Agreement, respectively), primarily relating to, arising out of or resulting from:

(A) the operation of the Lanier Business (including any discontinued business or any business which has been sold or transferred), as conducted at any time prior to, on or after the Distribution Date (including any Liability relating to, arising out of

or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority));

(B) the operation of any business conducted by Lanier or any Lanier Subsidiary at any time after the Distribution Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or

(C) any Lanier Assets; whether arising before, on or after the Distribution Date; or

(iii) all Liabilities reflected as liabilities or obligations on the Lanier Pro Forma Balance Sheet or the accounting records supporting such balance sheet, and all Liabilities arising or assumed after the date of such balance sheet which, had they arisen or been assumed on or before such date and been retained as of such date, would have been reflected on such balance sheet, subject to any discharge of such Liabilities subsequent to the date of the Lanier Pro Forma Balance Sheet.

Notwithstanding the foregoing, the Lanier Liabilities shall not include: (y) any Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be retained or assumed by Harris or any member of the Harris Group; or (z) all agreements and obligations of any member of the Harris Group under this Agreement or any of the Ancillary Agreements. Any contrary provision of this Agreement notwithstanding, any Liabilities or Losses in respect of any litigation or similar proceeding relating to the Lanier Business, including without limitation the matters set forth on Schedule 1.1, shall constitute Lanier Liabilities.

"Lanier Policies" shall mean all Policies, current or past, which are owned or maintained by or on behalf of Harris or any Harris Subsidiary, which relate specifically to the Lanier Business but do not relate to the Harris Business, and which Policies are either maintained by Lanier or a member of the Lanier Group or assignable to Lanier or a member of the Lanier Group.

"Lanier Pro Forma Balance Sheet" shall mean the combined pro forma balance sheet of the Lanier Group, including the notes thereto, as of July 2, 1999 included in the Information Statement at the time at which the Registration Statement is declared effective.

"Lanier Share" shall have the meaning set forth in the recitals to this Agreement.

"Lanier Subsidiaries" shall mean all of the Subsidiaries listed on Exhibit E.

"Law" shall mean all laws, statutes and ordinances and all regulations, rules and other pronouncements of Governmental Authorities having the effect of law of the United States, any foreign country, or any domestic or foreign state, province, commonwealth, city, country, municipality, territory, protectorate, possession or similar instrumentality, or any Governmental Authority thereof.

"Liabilities" shall mean any and all debts, liabilities, obligations, responsibilities, response actions, losses, damages (whether compensatory, punitive or treble), fines, penalties and sanctions, absolute or contingent, matured or unmatured, liquidated or unliquidated, foreseen or unforeseen, joint, several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising, including without limitation those arising under or in connection with any Law (including any Environmental Law), Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitration tribunal, and those arising under any contract, guarantee, commitment or undertaking, whether sought to be imposed by a Governmental Authority, private party, or party to this Agreement, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, and including any costs, expenses, interest, attorneys' fees, disbursement and expense of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof.

"Losses" shall mean all losses, liabilities, damages, claims, demands, judgments or settlements of any nature or kind, known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered by an Indemnitee.

"Notices" shall have the meaning set forth in Section 7.6 of this Agreement.

"NYSE" shall mean the New York Stock Exchange, Inc.

"Payment Items" shall have the meaning set forth in Section 2.2(b) of this Agreement.

"Person" shall mean any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

"Policies" shall mean insurance policies and insurance contracts of any kind (other than life and benefits policies or contracts), including primary, excess and umbrella policies, master comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, workers' compensation and employee dishonesty insurance policies, bonds and self-insurance and captive insurance company arrangements, together with the rights, benefits and privileges thereunder.

"Post-Distribution Adjustment" shall have the meaning set forth in Section 2.3(a) of this Agreement.

"Records" shall have the meaning set forth in Section 4.1 of this Agreement.

"Registration Rights Agreement" shall mean the Registration Rights Agreement by and between Harris and Lanier, which agreement shall be entered into prior to or on the Distribution Date in the form attached hereto as Exhibit F.

"Registration Statement" shall mean the registration statement on Form 10 to effect the registration of the Lanier Common Stock pursuant to the Exchange Act.

"Representative" shall mean, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys and representatives.

"Resolution Period" shall have the meaning set forth in Section 2.3(a) of this Agreement.

"Retained Shares" shall have the meaning set forth in Section 2.1(b) of this Agreement.

"Rules" shall have the meaning set forth in Section 5.3 of this Agreement.

"Securities Act" shall mean the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

"Subleases" shall mean the subleases and leases by and between members of the Harris Group and members of the Lanier Group, which subleases and leases shall be entered into prior to the Distribution Date in such form as is agreed to by Harris and Lanier.

"Subsidiary" shall mean with respect to any specified Person, any corporation or other legal entity of which such Person or any of its Subsidiaries controls or owns, directly or indirectly, more than 50% of the stock or other

equity interest entitled to vote on the election of members to the board of directors or similar governing body.

"tax" shall have the meaning set forth in the Tax Disaffiliation Agreement.

"Tax Disaffiliation Agreement" shall mean the Tax Disaffiliation Agreement by and between Harris and Lanier, which agreement shall be entered into prior to or on the Distribution Date in the form attached hereto as Exhibit G.

"Third Party" shall mean a Person who is not a party hereto or a Subsidiary thereof.

"Third Party Claim" shall have the meaning set forth in Section 3.3 of this Agreement.

"Transition Services Agreement" shall mean the Transition Services Agreement by and between Harris and Lanier, which agreement shall be entered into prior to or on the Distribution Date in the form attached hereto as Exhibit H.

"Unresolved Changes" shall have the meaning set forth in Section 2.3(a) of this Agreement.

SECTION 1.2 Reference; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. Neither this Agreement nor any Ancillary Agreement shall be construed against either party as the principal draftsperson hereof or thereof.

ARTICLE II.

DISTRIBUTION AND OTHER TRANSACTIONS; CERTAIN COVENANTS

SECTION 2.1 The Distribution and Other Transactions. (b) Certain Transactions. On or prior to the Distribution Date:

(i) Harris shall, on behalf of the Harris Group, transfer or cause to be transferred to Lanier or another member of the Lanier Group by means of the Corporate Restructuring Transactions, effective prior to or as of the Effective Time, all of Harris' and the Harris Subsidiaries' right, title and interest in the Lanier Assets.

(ii) Lanier shall, on behalf of the Lanier Group, transfer or cause to be transferred to Harris or another member of the Harris Group by means of the Corporate Restructuring Transactions, effective prior to or as of the Effective Time, all of Lanier's and the Lanier Subsidiaries' right, title and interest in the Harris Assets.

(iii) To the extent not indicated by the Corporate Restructuring Transactions or otherwise agreed by the parties hereto, Harris shall be entitled to designate the entity within each party's respective Group to which any Assets are to be transferred pursuant to this Section 2.1(a) upon the approval of Lanier, which approval shall not be unreasonably withheld, delayed or conditioned.

(b) Issuance to Harris. (i) On or prior to the Distribution Date, Lanier shall issue and deliver to Harris a certificate or certificates registered in the name of Harris required to effect the transactions set forth on Exhibit A. Each Lanier Share delivered by Lanier to Harris shall be validly issued, fully paid and nonassessable and free of any preemptive (or similar) rights. Lanier hereby represents and warrants that on the Distribution Date and prior to the Effective Time, Harris will own all of the outstanding Lanier Shares.

(ii) Harris shall deliver to Harris' stock transfer agent (the "Agent") the share certificates representing the Lanier Shares issued to Harris by Lanier pursuant to Section 2.1(b)(i) which are to be issued in the Distribution, endorsed by Harris in blank, for the benefit of the holders of Harris Common Stock, and Harris shall instruct the Agent to distribute, on or as soon as practicable following the Distribution Date, such Common Stock to holders of record of shares of Harris Common Stock on the Distribution Record Date as further contemplated by the Information Statement and hereby. Lanier shall provide any share certificates that the Agent shall require in order to effect the Distribution.

(iii) The Lanier Shares issued in the Distribution will be distributed only pursuant to a book entry system. Harris shall instruct the Agent to deliver the Lanier Shares previously delivered to the Agent to a depository and to mail to each holder of record of Harris Common Stock on the Distribution Record Date, a statement of the whole Lanier Shares credited to such holder's account. If following the Distribution a holder of Lanier Common Stock requests physical certificates instead of participating in the book entry system, the Agent will issue certificates for such shares, but only for whole numbers of Lanier

Shares. Cash will be given to holders of fractional shares of Harris Common Stock on the Distribution Date in lieu of any fractional Lanier Shares. The Agent will aggregate all fractional Lanier Shares into whole Lanier Shares and sell the whole Lanier Shares obtained thereby in the open market at then prevailing prices as soon as practicable after the Distribution Date on behalf of holders who would otherwise be entitled to receive such fractional share interests and will distribute to each such holder such holder's ratable share of the proceeds of such sale, net of brokerage commission incurred in such sales, as soon as practicable after the Distribution Date.

(iv) The shares to be retained by Harris (the "Retained Shares") will initially be held by Harris or one of its Affiliates pursuant to the book entry system. Harris shall instruct the Agent to deliver the Retained Shares to a depository and to mail to Harris a statement of the shares of Lanier Common Stock credited to Harris' account.

(c) Charter; Bylaws; Rights Plan. On or prior to the Distribution Date, Lanier and Harris shall have taken all necessary actions to provide for the adoption of the form of Restated Certificate of Incorporation and Bylaws and the execution and delivery of a Stockholder Protection Rights Agreement, between Lanier and ChaseMellon Shareholder Services, L.L.C., as Rights Agent, in substantially the form filed by Lanier with the Commission as exhibits to the Registration Statement.

(d) Directors. On or prior to the Distribution Date, Harris and Lanier shall have taken all necessary action to cause the Board of Directors of Lanier to consist of the individuals identified in the Information Statement as directors of Lanier.

(e) Certain Licenses and Permits. Without limiting the generality of the obligations set forth in Section 2.1(a), on or prior to the Distribution Date or as soon as reasonably practicable thereafter:

(i) Harris shall use its commercially reasonable best efforts to transfer or cause to be transferred all transferable licenses, permits and authorizations issued by any Governmental Authority which relate solely to the Lanier Business but which are held in the name of any member of the Harris Group, or in the name of any employee, officer, director, stockholder or agent of any such member, or otherwise, on behalf of a member of the Lanier Group to the appropriate member of the Lanier Group; and

(ii) Lanier shall use its commercially reasonable best efforts to transfer or cause to be transferred all transferable licenses, permits and authorizations issued by Governmental Authorities which relate primarily to the Harris Business but which are held in the name of any member of the Lanier Group, or in the name of any employee, officer, director, stockholder, or agent of

any such member, or otherwise, on behalf of a member of the Harris Group to the appropriate member of the Harris Group.

(f) Transfer and Assignment of Certain Agreements.
Without limiting the generality of the obligations set forth in Section 2.1(a):

(i) Harris hereby agrees that on or prior to the Distribution Date or as soon as reasonably practicable thereafter, subject to the limitations set forth in this Section 2.1(f), it will, and it will cause each member of the Harris Group to, assign, transfer and convey to the appropriate member of the Lanier Group all of Harris' or such member of the Harris Group's respective right, title and interest in and to any and all Contracts primarily related to the Lanier Business.

(ii) Lanier hereby agrees that on or prior to the Distribution Date or as soon as reasonably practicable thereafter, subject to the limitations set forth in this Section 2.1(f), it will, and it will cause each member of the Lanier Group to, assign, transfer and convey to the appropriate member of the Harris Group all of Lanier's or such member of the Lanier Group's respective right, title and interest in and to any and all Contracts primarily related to the Harris Business.

(iii) Subject to the provisions of this Section 2.1(f), any agreement to which any of the parties hereto or any of their Subsidiaries is a party that inures to the benefit of more than one of the Harris Business and Lanier Business shall be assigned in part so that each party shall be entitled to the rights and benefits inuring to its business under such agreement.

(iv) The assignee of any agreement assigned, in whole or in part, hereunder (an "Assignee") shall assume and agree to pay, perform, and fully discharge all obligations of the assignor under such agreement or, in the case of a partial assignment under paragraph (f)(iii), such Assignee's related portion of such obligations as determined in accordance with the terms of the relevant agreement, where determinable on the face thereof, and otherwise as determined in accordance with the practice of the parties prior to the Distribution.

(v) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any agreement, in whole or in part, or any rights thereunder if the agreement to assign or attempt to assign, without the consent of a Third Party, would constitute a breach thereof or in any way adversely affect the rights of the assignor or Assignee thereof. Until such consent is obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any party hereto so that the intended Assignee would not, in fact, receive all such rights, the parties will cooperate with each other in any arrangement designed to provide for the intended

Assignee the benefits of, and to permit the intended Assignee to assume liabilities under, any such agreement.

(g) Consents. The parties hereto shall use their commercially reasonable efforts to obtain required consents to transfer and/or assignment of licenses, permits and authorizations of Governmental Authorities and consents to transfer and/or assignment of Contracts from Third Parties.

(h) Certain Liabilities. For purposes of this Agreement, including Article III hereof, Harris and Lanier agree that (i) any and all Liabilities arising from or based upon misstatements in or omissions from the Registration Statement or the Information Statement under the captions set forth on Part 1 of Exhibit I to this Agreement (insofar as such information relates to Harris or the terms of the Distribution) shall be deemed to be Harris Liabilities and not Lanier Liabilities, (ii) 50 percent of any and all Liabilities arising from or based upon misstatements in or omissions from the Registration Statement or the Information Statement under the captions set forth on Part 2 of Exhibit I to this Agreement shall be deemed to be Harris Liabilities and 50 percent of such Liabilities shall be deemed to be Lanier Liabilities, and (iii) any and all Liabilities arising from or based upon misstatements in or omissions from the Registration Statement or the Information Statement other than those specified in Sections 2.1(h)(i) and (ii) shall be deemed to be Lanier Liabilities and not Harris Liabilities.

(i) Election of Officers. On or prior to the Distribution Date, Lanier shall take all actions necessary and desirable so that as of the Distribution Date the officers of Lanier will be as set forth in the Information Statement.

(j) State Securities Laws. Prior to the Distribution Date, Harris and Lanier shall take all such action as may be necessary or appropriate under the securities or blue sky laws of states or other political subdivisions of the United States in order to effect the Distribution.

(k) Listing Application; Notice to NYSE. (i) Prior to the Distribution Date, Harris and Lanier shall prepare and file with the NYSE a listing application and related documents and shall take all such other actions with respect thereto as shall be necessary or desirable in order to cause the NYSE to list on or prior to the Distribution Date, subject to official notice of issuance, the Lanier Shares.

(ii) Prior to the Distribution, Harris shall, to the extent possible, give the NYSE not less than ten days advance notice of the Distribution Record Date in compliance with Rule 10b-17 under the Exchange Act.

(l) Other Transactions. On or prior to the Distribution Date, the parties hereto shall have consummated those other transactions in connection with the Corporate Restructuring Transactions and the Distribution that are contemplated by the Information Statement and not specifically referred to in this Section 2.1.

SECTION 2.2 Cash Payment and Closing Payment.

(a) Prior to the Distribution Date, Lanier shall pay to Harris cash in the aggregate amount of \$545,614,009 (the "Cash Payment"), which is the sum of: (i) \$700,000,000; plus (ii) cash and cash equivalents of Lanier as of October 1, 1999; less (iii) the amount of indebtedness for borrowed money of Lanier as of such date; and less (iv) amounts owed by Lanier under Lanier's European asset securitization facility as of such date. Harris and Lanier hereby agree that the amount of the Cash Payment shall not be subject to alteration or modification, except to correct errors in the calculation of particular items constituting elements of the foregoing formula.

(b) Not fewer than five Business Days prior to the Distribution Date, Harris shall prepare and deliver to Lanier an itemized estimate of (i) the payment items set forth in Schedule 2.2(b)(i) (such items, the "Payment Items") and (ii) the credit items set forth in Schedule 2.2(b)(ii) (such items, the "Credit Items"), which estimate shall be prepared in good faith on a basis consistent with Schedules 2.2(b)(i) and 2.2(b)(ii). On the Business Day prior to the Distribution Date, (A) if the sum of such estimated Payment Items equals or exceeds the sum of such estimated Credit Items, Lanier will pay to Harris cash in the amount of such excess, if any, and (B) if the sum of such estimated Credit Items exceeds the sum of such estimated Payment Items, Harris will pay to Lanier cash in the amount of such excess (any such payment required by this Section 2.2(b)(A) or (B), the "Closing Payment").

SECTION 2.3. Post-Distribution Adjustment.

(a) (i) As soon as practicable, but in no event later than 90 days following the Distribution Date, Harris shall, on a basis consistent with the methods, principles, practices and policies set forth in Schedules 2.2(b)(i) and 2.2(b)(ii), prepare and deliver to Lanier an itemized calculation of the Payment Items and Credit Items (the "Calculation").

(ii) During the preparation of the Calculation and the period of any review or dispute thereof, (A) Harris shall (i) provide Lanier and Lanier's authorized representatives with full access to the books, records, facilities and employees of Harris relating to the determination of the Payment Items and Credit Items, and (ii) cooperate fully with Lanier and Lanier's authorized representatives, including the provision on a timely basis of all information reasonably requested by Lanier, and (B) Lanier shall (i) provide Harris and Harris' authorized representatives with full access to the books, records, facilities and employees of Lanier, and (ii) cooperate fully with Harris and Harris' authorized representatives, including the provision on a timely basis of all information reasonably requested by Harris relating to the determination of the Payment Items and Credit Items.

(iii) After receipt of the Calculation, Lanier shall have 30 days to review the Calculation, together with the workpapers used in the preparation thereof. In connection therewith, Lanier and its authorized representatives shall have full access to all relevant books, records and employees of Harris relating to the determination of the Payment Items and Credit Items. Unless Lanier delivers written notice to Harris on or prior to the 30th day after Lanier's receipt of the Calculation stating that Lanier has objections to the Calculation and describing any such objections with particularity, Lanier shall be deemed to have accepted and agreed to the Payment Items and Credit Items set forth therein. If Lanier notifies Harris in writing of its objections to the Calculation, Lanier and Harris shall, within 30 days (or such longer period as the parties may agree in writing) following the delivery of such written notice (the "Resolution Period"), attempt to resolve their differences, and any resolution by them as to any disputed amounts shall be final, binding and conclusive on the parties for all purposes.

(iv) Any amounts remaining in dispute at the conclusion of the Resolution Period ("Unresolved Changes") shall be submitted to the office of Ernst & Young LLP located in New York, New York ("Ernst & Young") within 10 days after the expiration of the Resolution Period. Each party agrees to execute, if requested by Ernst & Young, an engagement letter containing reasonable terms. All fees and expenses relating to the work, if any, to be performed by Ernst & Young shall be borne pro rata by Harris and Lanier in proportion to the allocation of the dollar amount of the Unresolved Changes between Harris and Lanier made by Ernst & Young, such that the prevailing party shall pay the lesser portion of such fees and expenses. Ernst & Young shall act as an arbitrator to determine, based on the provisions of this Section 2.3(a), only the Unresolved Changes. Ernst & Young's determination of the Unresolved Changes shall be made within 30 days of the submission to Ernst & Young of the Unresolved Changes, shall be set forth in a written statement delivered by Ernst & Young to Harris and Lanier and shall be final, binding and conclusive on the parties for all purposes.

(v) In the event that Harris and Lanier agree or are deemed to agree as to the Payment Items and Credit Items, then within five Business Days following such agreement (A) if the sum of the Payment Items, as determined in accordance with this Section 2.3, equals or exceeds the sum of the Credit Items, as so determined, Lanier will pay to Harris, or Harris will refund to Lanier, cash in an amount necessary to cause Harris to have received, as a result of the Closing Payment and the payment contemplated by this Section 2.3(a)(v)(A), the exact amount of such excess, if any, and (B) if the sum of the Credit Items, as determined in accordance with this Section 2.3, exceeds the sum of the Payment Items, as so determined, Harris will pay to Lanier, or Lanier will refund to Harris, cash in an amount necessary to cause Lanier to have received, as a result of the Closing Payment and the payment contemplated by this Section 2.3(a)(v)(B), the exact amount of such excess (any such payment required by this Section

2.3(a)(v)(A) or (B), a "Post-Distribution Adjustment"). In the event that there are Unresolved Changes at the end of the Resolution Period, then (i) if Harris and Lanier agree that a Post-Distribution Adjustment is owed to one party regardless of the ultimate resolution of any Unresolved Changes, then the minimum amount which Harris and Lanier agree is owed to such party shall be paid within five Business Days after the end of the Resolution Period and any additional amounts owing to such party with respect to the Unresolved Changes shall be paid within five Business Days after resolution thereof by Ernst & Young and (ii) in all other cases, any and all payments shall be made within five Business Days after resolution of the Unresolved Changes by Ernst & Young.

(vi) Any payments made pursuant to this Section 2.2(b) shall be accompanied by interest at the Applicable Rate from the Distribution Date up to and including the date of payment, and payments not made when due accrue at the Applicable Rate plus 4% per annum.

SECTION 2.4 Intercompany Receivables.

(a) Deduction Items and Increase Items. Not fewer than five Business Days prior to the Distribution Date, Harris shall prepare and deliver to Lanier an itemized estimate of the credit items (collectively, the "Deduction Items") set forth on Schedule 2.4(a)(i) and the debit items (collectively, the "Increase Items") set forth on Schedule 2.4(a)(ii). Prior to the Distribution Date, (A) if the sum of the Deduction Items is equal to or exceeds the sum of the Increase Items, Harris will cause the aggregate balance of the intercompany payables owed by the Lanier Group to the Harris Group to be reduced by an amount equal to the amount of such excess, if any, and (B) if the sum of the Increase Items exceeds the sum of the Deduction Items, Harris and Lanier will cause the aggregate balance of the intercompany payables owed by the Lanier Group to be increased by an amount equal to the amount of such excess. The parties agree that the Deduction Items and the Increase Items will not be settled by means of cash transfers.

(b) Intercompany Receivables. Prior to the Effective Time, (i) Lanier shall cause all intercompany receivables, payables and loans (other than receivables, payables and loans otherwise specifically provided for hereunder, including without limitation the Harris Accounts Payable, or under any Ancillary Agreement, including payables created or required hereby or by any Ancillary Agreement) (collectively, "Intercompany Receivables") owed by Harris or any other member of the Harris Group located in the United States to Lanier or any member of the Lanier Group to be forgiven, canceled and terminated as of the Distribution Date, without the payment of any consideration therefor; (ii) Harris shall cause all Intercompany Receivables owed by Lanier or any member of the Lanier Group located in the United States to Harris or any other member of the Harris Group to be forgiven, canceled and terminated as of the Distribution Date without the payment of any consideration therefor; (iii) Harris shall cause all Intercompany Receivables owed by any other member of the Harris Group located outside the United States to Lanier or any member of the Lanier Group to be paid

and discharged in full in accordance with their respective terms; and (iv) Lanier shall cause all Intercompany Receivables owed by any member of the Lanier Group located outside the United States to Harris or any member of the Harris Group to be paid and discharged in full in accordance with their respective terms.

SECTION 2.5 Assumption and Satisfaction of Liabilities. Except as otherwise specifically set forth in any Ancillary Agreement, from and after the Effective Time, (i) Harris shall, and shall cause each member of the Harris Group to, assume, pay, perform and discharge all Harris Liabilities in the ordinary course of business, consistent with past practice, and (ii) Lanier shall, and shall cause each member of the Lanier Group, to assume, pay, perform and discharge all Lanier Liabilities in the ordinary course of business, consistent with past practice. To the extent reasonably requested to do so by another party hereto, each party hereto agrees to execute and deliver such documents, in a form reasonably satisfactory to such party, as may be reasonably necessary to evidence the assumption of any Liabilities hereunder.

SECTION 2.6 Resignations. Harris shall cause all its employees to resign, effective as of the Effective Time, from all positions as officers or directors of any member of the Lanier Group in which they serve, and Lanier shall cause all its employees to resign, effective as of the Effective Time, from all positions as officers or directors of any members of the Harris Group in which they serve.

SECTION 2.7 Further Assurances. In case at any time after the Effective Time any further action is reasonably necessary or desirable to carry out the purposes of this Agreement and the Ancillary Agreements, the proper officers of each party to this Agreement shall take all such necessary action. Without limiting the foregoing, Harris and Lanier shall use their commercially reasonable efforts promptly to obtain all consents and approvals, to enter into all agreements and to make all filings and applications that may be required for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including, without limitation, all applicable governmental and regulatory filings.

SECTION 2.8 Limited Representations or Warranties. Each of the parties hereto agrees that no party hereto is, in this Agreement or in any other agreement or document contemplated by this Agreement or otherwise, making any representation or warranty whatsoever, as to title or value of Assets being transferred. It is also agreed that, notwithstanding anything to the contrary otherwise expressly provided in the relevant Conveyancing and Assumption Instrument, all Assets either transferred to or retained by the parties, as the case may be, shall be "as is, where is" and that (subject to Section 2.7) the party to which such Assets are to be transferred hereunder shall bear the economic and legal risk that such party's or any of the Subsidiaries' title to any such Assets shall be other than good and marketable and free from encumbrances. Similarly, each party hereto agrees that, except as otherwise expressly provided in the relevant Conveyancing and Assumption Instrument, no party hereto is representing or warranting in any way that the obtaining of any consents or approvals, the execution and delivery of

any agreements and the making of any filings or applications contemplated by this Agreement will satisfy the provisions of any or all applicable agreements or the requirements of any or all applicable laws or judgments, it being agreed that the party to which any Assets are transferred shall bear the economic and legal risk that any necessary consents or approvals are not obtained or that any requirements of laws or judgments are not complied with.

SECTION 2.9 Removal of Certain Guarantees; Releases from Liabilities.

(a) Except as otherwise specified in any Ancillary Agreement, Lanier shall use its commercially reasonable efforts to have, on or prior to the Distribution Date, or as soon as practicable thereafter, any member of the Harris Group removed as guarantor of or obligor for any Lanier Liability, including in respect of those guarantees set forth on Schedule 2.9(a) of this Agreement.

(b) If Lanier is unable to obtain, or to cause to be obtained, any such required removal as set forth in clause (a) of this Section 2.9, the applicable guarantor or obligor shall continue to be bound as such and, unless not permitted by law or the terms thereof, the relevant beneficiary shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other liabilities of such guarantor or obligor thereunder from and after the date hereof.

(c) If (i) Lanier is unable to obtain, or to cause to be obtained, any such required removal as set forth in clause (a) of this Section 2.9, or (ii) Lanier Liabilities arise from and after the Effective Time but before a member of the Harris Group which is a guarantor or obligor with reference to any such Lanier Liability is removed pursuant to Section 2.9(a), then such guarantor or obligor shall be indemnified by Lanier for all Lanier Liabilities incurred by it in its capacity as guarantor or obligor. Without limiting the foregoing, Lanier shall, or shall cause a member of the Lanier Group to, reimburse any such member of the Harris Group which is a guarantor or obligor as soon as practicable (but in no event later than 30 days) following delivery by Harris to Lanier of notice of a payment made pursuant to this Section 2.9 in respect of Lanier Liabilities.

(d) In the event that at any time before or after the Distribution Date Harris identifies any letters of credit, interest rate or foreign exchange contracts, surety bonds or other Contracts (excluding guarantees) that relate primarily to the Lanier Business but for which a member of the Harris Group has contingent, secondary, joint, several or other Liability of any nature whatsoever, Lanier shall, at its expense, take such actions and enter into such agreements and arrangements as Harris may reasonably request to effect Harris' (or a member of the Harris Group's) release or substitution.

(e) The parties hereto shall use commercially reasonable efforts to obtain, or cause to be obtained, any consent, substitution or amendment required to novate or assign all obligations under any Contracts or Liabilities of any nature whatsoever transferred under this Agreement, or to obtain in writing the unconditional release of the assignor so that in each such case, Harris shall be solely responsible for the Harris Liabilities and Lanier shall be solely responsible for the Lanier Liabilities; provided, however, that no party shall be obligated to pay any consideration therefor (except for filing fees or other similar charges) to any Third Party from whom such consent, substitution, amendment or release is requested. Whether or not any such consent, substitution, amendment or release is obtained, nothing in this Section 2.9(e) shall in any way limit the obligations of the parties under Article III.

SECTION 2.10 Witness Services. At all times from and after the Distribution Date, each of Harris and Lanier shall use their commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents as witnesses to the extent that (i) such persons may reasonably be required in connection with the prosecution or defense of any Action in which the requesting party from time to time be involved and (ii) there is no conflict in the Action between the requesting party and Harris and Lanier, as applicable. A party providing witness services to the other party under this Section shall be entitled to receive from the recipient of such services, upon the presentation of invoices therefor, payments for such amounts, relating to disbursements and other out-of-pocket expenses (which shall be deemed to exclude the costs of salaries and benefits of employees who are witnesses), as may be reasonably incurred in providing such witness services.

SECTION 2.11 Transfers Not Effected Prior to the Distribution; Transfers Deemed Effective as of the Distribution Date. To the extent that any transfers contemplated by this Article II shall not have been consummated on or prior to the Distribution Date, the parties shall cooperate to effect such transfers as promptly following the Distribution Date as shall be practicable. Nothing herein shall be deemed to require the transfer of any Assets or the assumption of any Liabilities which by their terms or operation of law cannot be transferred; provided, however, that the parties hereto and their respective Subsidiaries shall cooperate to seek to obtain any necessary consents or approvals for the transfer of all Assets and Liabilities contemplated to be transferred pursuant to this Article II. In the event that any such transfer of Assets or Liabilities has not been consummated, from and after the Distribution Date the party retaining such Asset or Liability shall hold such Asset in trust for the use and benefit of the party entitled thereto (at the expense of the party entitled thereto) or retain such Liability for the account of the party by whom such Liability is to be assumed pursuant hereto, as the case may be, and take such other action as may be reasonably requested by the party to whom such Asset is to be transferred, or by whom such Liability is to be assumed, as the case may be, in order to place such party, insofar as is reasonably possible, in the same position as would have existed had such Asset or Liability been transferred as contemplated hereby. As and when any such Asset or Liability becomes transferable,

such transfer shall be effected forthwith. The parties agree that, as of the Distribution Date, each party hereto shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such party is entitled to acquire or required to assume pursuant to the terms of this Agreement. In the event that a Harris Asset or Harris Liability is transferred to Lanier, then promptly upon the request of either party, the parties shall cooperate to transfer such asset or liability to Harris. In the event that a Lanier Asset or Lanier Liability is transferred to Harris, then promptly upon the request of either party, the parties shall cooperate to transfer such asset or liability to Lanier.

SECTION 2.12 Conveyancing and Assumption Instruments. In connection with the transfers of Assets and the assumptions of Liabilities contemplated by this Agreement, the parties shall execute or cause to be executed by the appropriate entities the Conveyancing and Assumption Instruments in substantially the form contemplated hereby for transfers to be effected pursuant to New York law or the Laws of one of the other states of the United States or, if not appropriate for a given transfer, and for transfers to be effected pursuant to non-U.S. Laws, in such other form as the parties shall reasonably agree. The transfer of capital stock shall be effected by means of delivery of stock certificates and executed stock powers and notation on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to transfer title to stock and, to the extent required by applicable Law, by notation on public registries.

SECTION 2.13 Ancillary Agreements. Prior to the Distribution Date, each of Harris and Lanier shall enter into, and/or (where applicable) shall cause members of their respective Groups to enter into, the Ancillary Agreements and any other agreements in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

SECTION 2.14 Corporate Names; Trademarks. Except as otherwise specifically provided in any Ancillary Agreement:

(a) as soon as reasonably practicable after the Distribution Date but in any event within six months thereafter, Lanier will, at its own expense, remove (or, if necessary, on an interim basis, cover up) any and all exterior signs and other identifiers located on any of its property or premises or on the property or premises used by it or its Subsidiaries which refer or pertain to Harris or which include the Harris name, logo or other trademark (including but not limited to "Next Level Solutions" or any similar mark or any derivative thereof) or other Harris intellectual property; and

(b) as soon as is reasonably practicable after the Distribution Date but in any event within six months thereafter, Lanier will, and will cause the Lanier Subsidiaries to, remove from all letterhead, envelopes, invoices and other

communications media of any kind, all references to Harris, including the "Harris Corporation" name, logo and any other trademark or other Harris intellectual property (except that Lanier shall not be required to take any such action with respect to materials in the possession of customers).

SECTION 2.15 Non-Solicitation. (a) For a period of two years following the Distribution Date, Lanier will not and will not permit its agents or any member of the Lanier Group to, directly or indirectly, solicit or recruit for its employment any employee of the Harris Group as of the Distribution without the prior written consent of Harris; provided, however, that nothing in this Section 2.15(a) shall (i) prohibit the hiring of any Person who applied for employment with the Lanier Group solely in response to any public medium advertising or (ii) prohibit the hiring of any Person referred by any Person whose principal business is the recruiting of prospective employees, provided that such Person has been instructed in writing by Lanier prior to the referral not to recruit any employees of the Harris Group.

(b) For a period of two years following the Distribution Date, Harris will not and will not permit its agents or any member of the Harris Group to, directly or indirectly, solicit or recruit for its employment any employee of the Lanier Group as of the Distribution without the prior written consent of Lanier; provided, however, that nothing in this Section 2.15(b) shall (i) prohibit the hiring of any Person who applied for employment with the Harris Group solely in response to any public medium advertising or (ii) prohibit the hiring of any Person referred by any Person whose principal business is the recruiting of prospective employees, provided that such Person has been instructed in writing by Harris prior to the referral not to recruit any employees of the Lanier Group.

ARTICLE III.

INDEMNIFICATION

SECTION 3.1 Indemnification by Harris. Except as otherwise specifically set forth in any provision of this Agreement, Harris shall indemnify, defend and hold harmless the Lanier Indemnitees from and against any and all Indemnifiable Losses of the Lanier Indemnitees arising out of, by reason of or otherwise in connection with the Harris Liabilities or alleged Harris Liabilities, including any breach by Harris of any provision of this Section 3.1. Subject to the last sentence of Section 7.1, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

SECTION 3.2 Indemnification by Lanier. Except as otherwise specifically set forth in any provision of this Agreement, Lanier shall indemnify, defend and hold harmless the Harris Indemnitees from and against any and all Indemnifiable Losses of the Harris Indemnitees arising out of, by reason of or otherwise in connection with the Lanier Liabilities or alleged Lanier Liabilities, including any breach by Lanier of

any provision of this Section 3.1. Subject to the last sentence of Section 7.1, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

SECTION 3.3 Procedures for Indemnification.

(a) Third Party Claims. If a claim or demand is made against a Lanier Indemnatee or a Harris Indemnatee (each, an "Indemnatee") by any Person who is not a party to this Agreement (a "Third Party Claim") as to which such Indemnatee is entitled to indemnification pursuant to this Agreement, such Indemnatee shall notify the party which is or may be required pursuant to Section 3.1 or Section 3.2. hereof to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim promptly (and in any event within 15 Business Days) after receipt by such Indemnatee of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period in which the Indemnatee failed to give such notice). Thereafter, the Indemnatee shall deliver to the Indemnifying Party, promptly (and in any event within ten Business Days) after the Indemnatee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnatee relating to the Third Party Claim.

If a Third Party Claim is made against an Indemnatee, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses and acknowledges in writing its obligation to indemnify the Indemnatee therefor, to assume the defense thereof with counsel selected by the Indemnifying Party; provided that such counsel is not reasonably objected to by the Indemnatee. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party shall, within 30 days (or sooner if the nature of the Third Party Claim so requires), notify the Indemnatee of its intent to do so, and the Indemnifying Party shall thereafter not be liable to the Indemnatee for legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof; provided, that such Indemnatee shall have the right to employ counsel to represent such Indemnatee if, in such Indemnatee's reasonable judgment, a conflict of interest between such Indemnatee and such Indemnifying Party exists in respect of such claim which would make representation of both such parties by one counsel inappropriate, and in such event the fees and expenses of such separate counsel shall be paid by such Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnatee shall have the right to participate in the defense thereof and to employ counsel, subject to the proviso of the preceding sentence, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnatee for any period during which the Indemnifying Party has failed to assume the defense thereof (other than during the period prior to the time the Indemnatee shall have given notice of the

Third

Party Claim as provided above). If the Indemnifying Party so elects to assume the defense of any Third Party Claim, all of the Indemnitees shall cooperate with the Indemnifying Party in the defense or prosecution thereof, including by providing or causing to be provided, Records and witnesses as soon as reasonably practicable after receiving any request therefor from or on behalf of the Indemnifying Party.

If the Indemnifying Party acknowledges in writing responsibility for a Third Party Claim, then in no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim without the Indemnifying Party's prior written consent; provided, however, that the Indemnitee shall have the right to settle, compromise or discharge such Third Party Claim without the consent of the Indemnifying Party if the Indemnitee releases the Indemnifying Party from its indemnification obligation hereunder with respect to such Third Party Claim and such settlement, compromise or discharge would not otherwise adversely affect the Indemnifying Party. If the Indemnifying Party acknowledges in writing liability for a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and releases the Indemnitee completely in connection with such Third Party Claim and that would not otherwise adversely affect the Indemnitee. If an Indemnifying Party elects not to assume the defense of a Third Party Claim, or fails to notify an Indemnitee of its election to do so as provided herein, such Indemnitee may compromise, settle or defend such Third Party Claim.

Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the fees and expenses of counsel incurred by the Indemnitee in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnitee which the Indemnitee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(b) In the event of payment by an Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right or claim.

(c) The remedies provided in this Article III shall be cumulative and shall not preclude assertion by any Indemnatee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

SECTION 3.4 Indemnification Payments. (a) Indemnification required by this Article III shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or loss, liability, claim, damage or expense is incurred. If the Indemnifying Party fails to make an indemnification payment required by this Article III within 30 days after receipt of a bill therefore or notice that a loss, liability, claim, damage or expense has been incurred, the Indemnifying Party shall also be required to pay interest on the amount of such indemnification payment, from the date of receipt of the bill or notice of the loss, liability, claim, damage or expense to, but not including the date of payment, at the Applicable Rate.

(b) The amount of any claim by an Indemnatee under this Agreement shall be reduced to reflect any actual tax savings received by any Indemnatee that result from the Indemnifiable Losses that gave rise to such indemnity.

ARTICLE IV.

ACCESS TO INFORMATION

SECTION 4.1 Provision of Corporate Records.

(a) Other than in circumstances in which indemnification is sought pursuant to Article III (in which event the provisions of such Article will govern), after the Distribution Date, upon the prior written request by Lanier for specific and identified agreements, documents, books, records or files (collectively, "Records") which relate to (x) Lanier or the conduct of the Lanier Business up to the Effective Time, or (y) any Ancillary Agreement (other than the Tax Disaffiliation Agreement), Harris shall arrange, as soon as reasonably practicable following the receipt of such request, to provide appropriate copies of such Records (or the originals thereof if Lanier has a reasonable need for such originals) in the possession or control of Harris or any of the Harris Subsidiaries, but only to the extent such items are not already in the possession or control of the requesting party.

(b) Other than in circumstances in which indemnification is sought pursuant to Article III (in which event the provisions of such Article will govern), after the Distribution Date, upon the prior written request by Harris for specific and identified Records which relate to (x) Harris or the conduct of the Harris Business up to the Effective Time, or (y) any Ancillary Agreement (other than the Tax Disaffiliation Agreement), Lanier shall arrange, as soon as reasonably practicable following the receipt of such request, to provide appropriate copies of such Records (or the originals thereof if

Harris has a reasonable need for such originals) in the possession or control of Lanier or any of the Lanier Subsidiaries, but only to the extent such items are not already in the possession or control of the requesting party.

SECTION 4.2 Access to Information. Other than in circumstances in which indemnification is sought pursuant to Article III (in which event the provisions of such Article will govern), from and after the Distribution Date, each of Harris and Lanier shall afford to the other and its authorized Representatives reasonable access during normal business hours, subject to appropriate restrictions for classified, privileged or confidential information, to the personnel, properties, books and records of such party and its Subsidiaries insofar as such access is reasonably required by the other party and relates to (x) such other party or the conduct of its business prior to the Effective Time or (y) any Ancillary Agreement.

SECTION 4.3 Reimbursement; Other Matters. Except to the extent otherwise contemplated by any Ancillary Agreement, a party providing Records or access to information to the other party under this Article IV shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses, as may be reasonably incurred in providing such Records or access to information.

SECTION 4.4 Confidentiality. Neither (i) Harris nor the Harris Subsidiaries nor (ii) Lanier nor the Lanier Subsidiaries shall use or permit the use of (without the prior written consent of the other) and shall keep, and shall cause its consultants and advisors to keep, confidential all information concerning the other party in its possession, its custody or under its control (except to the extent that (A) such information has been in the public domain through no fault of such party or (B) such information has been later lawfully acquired from other sources by such party or (C) this Agreement or any other Ancillary Agreement or any other agreement entered into pursuant hereto permits the use or disclosure of such information) to the extent such information, (w) relates to or was acquired during the period up to the Effective Time, (x) relates to any Ancillary Agreement, (y) is obtained in the course of performing services for the other party pursuant to any Ancillary Agreement, or (z) is based upon or is derived from information described in the preceding clauses (w), (x) or (y), and each party shall not (without the prior written consent of the other) otherwise release or disclose such information to any other Person, except such party's auditors, attorneys consultants and advisors, unless compelled to disclose such information by judicial or administrative process or unless such disclosure is required by Law and such party has used commercially reasonable efforts to consult with the other affected party or parties prior to such disclosure.

SECTION 4.5 Privileged Matters. The parties hereto recognize that legal and other professional services that have been and will be provided prior to the Distribution Date have been and will be rendered for the benefit of each of the members of the Harris Group, and the members of the Lanier Group, and that each of the members

of the Harris Group, and each of the members of the Lanier Group should be deemed to be the client for the purposes of asserting all privileges which may be asserted under applicable Law. Except as otherwise specifically provided in the Tax Disaffiliation Agreement with respect to tax matters, to allocate the interests of each party in the information as to which any party is entitled to assert a privilege, the parties agree as follows:

(a) Harris shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the Harris Business, whether or not the privileged information is in the possession of or under the control of Harris or Lanier. Harris shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the subject matter of any claims constituting Harris Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by Harris, whether or not the privileged information is in the possession of or under the control of Harris or Lanier.

(b) Lanier shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the Lanier Business, whether or not the privileged information is in the possession of or under the control of Harris or Lanier. Lanier shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the subject matter of any claims constituting Lanier Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by Lanier, whether or not the privileged information is in the possession of Lanier or under the control of Harris or Lanier.

(c) The parties hereto agree that they shall have a shared privilege, with equal right to assert or waive, subject to the restrictions in this Section 4.5, with respect to all privileges not allocated pursuant to the terms of Sections 4.5(a) and (b). All privileges relating to any claims, proceedings, litigation, disputes, or other matters which involve Harris and Lanier in respect of which such parties retain any responsibility or liability under this Agreement, shall be subject to a shared privilege among them.

(d) No party hereto may waive any privilege which could be asserted under any applicable Law, and in which any other party hereto has a shared privileged, without the consent of the other party, which consent shall not be unreasonably withheld or delayed, except to the extent reasonably required in connection with any litigation with Third Parties or as provided in subsection (e) below. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within twenty (20) days after notice upon the other party requesting such consent.

(e) In the event of any litigation or dispute between or among any of the parties hereto, any party and a Subsidiary of another party hereto, or a Subsidiary of one party hereto and a Subsidiary of another party hereto, either such party may waive a

privilege in which the other party has a shared privilege, without obtaining the consent of the other party, provided that such waiver of a shared privilege shall be effective only as to the use of information with respect to the litigation or dispute between the relevant parties and/or their Subsidiaries, and shall not operate as a waiver of the shared privilege with respect to Third Parties.

(f) If a dispute arises between or among the parties hereto or their respective Subsidiaries regarding whether a privilege should be waived to protect or advance the interest of any party, each party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other parties, and shall not unreasonably withhold consent to any request for waiver by another party. Each party hereto specifically agrees that it will not withhold consent to waiver for any purpose except to protect its own legitimate interests.

(g) Upon receipt by any party hereto or by any Subsidiary thereof of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared privilege or as to which another party has the sole right hereunder to assert a privilege, or if any party obtains knowledge that any of its or any of its Subsidiaries' current or former directors, officers, agents or employees have received any subpoena, discovery or other requests which arguably calls for the production or disclosure of such privileged information, such party shall promptly notify the other party of the existence of the request and shall provide the other party a reasonable opportunity to review the information and to assert any rights it or they may have under this Section 4.5 or otherwise to prevent the production or disclosure of such privileged information.

(h) The transfer of all Records and other information pursuant to this Agreement is made in reliance on the agreement of Harris and Lanier, as set forth in Sections 4.4 and 4.5, to maintain the confidentiality of privileged information and to assert and maintain all applicable privileges. The access to information being granted pursuant to Sections 4.1 and 4.2 hereof, the agreement to provide witnesses and individuals pursuant to Sections 2.10 and 3.3 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Section 3.3 hereof, and the transfer of privileged information between and among the parties and their respective Subsidiaries pursuant to this Agreement shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise.

SECTION 4.6 Ownership of Information. Any information owned by one party or any of its Subsidiaries that is provided to a requesting party pursuant to Article III or this Article IV shall be deemed to remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

SECTION 4.7 Retention of Records. Harris shall deliver to Lanier upon Lanier's request all Records that are specifically identified by Lanier and known by

Harris, after reasonable inquiry, to be in its control or possession relating to Lanier Assets, Lanier Liabilities or the Lanier Business. Except (a) as provided in the Tax Disaffiliation Agreement or (b) when a longer retention period is otherwise required by Law or agreed to in writing, the Harris Group and the Lanier Group shall retain, for a period of at least eight years, all Records relating to the Lanier Business as of the Effective Time.

Notwithstanding the foregoing, in lieu of retaining any specific Records, Harris or Lanier may offer in writing to deliver such Records to the other and, if such offer is not accepted within 90 days, the offered Records may be destroyed or otherwise disposed of at any time. If a recipient of such offer shall request in writing prior to the scheduled date for such destruction or disposal that any of Records proposed to be destroyed or disposed of be delivered to such requesting party, the party proposing the destruction or disposal shall promptly arrange for delivery of such of the Records as was requested (at the cost of the requesting party).

SECTION 4.8 Limitation of Liability; Release. (a) No party shall have any liability to any other party in the event that any information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Effective upon the Distribution and except as otherwise specifically set forth in this Agreement, each of Harris and Lanier releases and forever discharges the other and its Representatives and Subsidiaries, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, against such other party, its Representatives and Subsidiaries or any of its assigns, which the releasing party has or ever had, which arise out of or relate to events, circumstances or actions taken by such other party prior to the Distribution; provided, however, that the foregoing general release shall not apply to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby or to the Harris Accounts Payable and shall not affect either party's right to enforce this Agreement, any of the Ancillary Agreements or any of the agreement or contracts set forth on Exhibit J, under which the Harris Accounts Payable are owed, in accordance with their terms.

SECTION 4.9 Other Agreements Providing for Exchange of Information. The rights and obligations granted under this Article IV are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of information set forth in any Ancillary Agreement.

ARTICLE V.

DISPUTE RESOLUTION

SECTION 5.1 Negotiation. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including, without limitation, any claim based on contract, tort, statute or constitution (but excluding any controversy, dispute or claim arising out of any agreement relating to the use or lease of real property if any Third Party is a party to such controversy, dispute or claim) (collectively, "Agreement Disputes"), the management of the parties shall negotiate in good faith for a reasonable period of time to settle such Agreement Dispute, provided such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed 30 days from the time the parties began such negotiations; provided, further, that in the event of any mediation or arbitration in accordance with Sections 5.2 and 5.3 hereof, the parties shall not assert the defenses of statute of limitations and laches arising for the period beginning after the date the parties began negotiations hereunder, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Agreement Dispute relates shall not be deemed to have passed until such Agreement Dispute has been resolved.

SECTION 5.2 Mediation. If after such reasonable period such management are unable to settle such Agreement Dispute (and in any event, unless otherwise agreed in writing by the parties, after 60 days have elapsed from the time the parties began such negotiations) and the Agreement Dispute involves a controversy, dispute or claim of less than \$500,000, such Agreement Dispute shall be determined, at the request of any party, by binding mediation conducted in Orlando, Florida or at another location which the parties mutually select, before a retired judge sitting on the panel of Judicial Arbitration & Mediation Services, Inc. The mediation process shall continue as the exclusive method of resolving the Agreement Dispute (other than negotiation between the parties) until the earlier of the Agreement Dispute being resolved and the mediator finding in good faith that all settlement possibilities have been exhausted and that the matter is not resolvable through mediation. If the mediator makes such a finding, at the request of any party, the Agreement Dispute shall then be determined by binding arbitration in accordance with Section 5.3 hereof.

SECTION 5.3 Arbitration. If after such reasonable period such management are unable to settle such Agreement Dispute (and in any event, unless otherwise agreed in writing by the parties, after 60 days have elapsed from the time the parties began such negotiations) and the Agreement Dispute involves a controversy, dispute or claim of \$500,000 or more, such Agreement Dispute shall be determined, at the request of any party, by binding arbitration conducted in Orlando, Florida or at another location which the parties mutually select, before and in accordance with the then-existing International Arbitration Rules of the American Arbitration Association

(the "Rules"). In any dispute between the parties hereto, the numbers of arbitrators shall be three. Any judgment or award rendered by the arbitrator shall be final, binding and nonappealable (except upon grounds specified in 9 U.S.C. Section 10(a) as in effect on the date hereof). If the parties are unable to agree on an arbitrator or arbitrators, the arbitrator or arbitrators shall be selected in accordance with the Rules. Any controversy concerning whether an Agreement Dispute is an arbitrable Agreement Dispute, whether arbitration has been waived, whether an assignee of this Agreement is bound to arbitrate, or as to the interpretation of enforceability of this Article V shall be determined by the arbitrator or arbitrators. In resolving any dispute, the parties intend that the arbitrator or arbitrators apply the substantive laws of the State of New York, without regard to the choice of law principles thereof. The parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. The parties agree to comply with any award made in any such arbitration proceedings that has become final in accordance with the Rules and agree to enforcement of or entry of judgment upon such award, by any court of competent jurisdiction, including (a) the state courts of the State of Florida, located in Orlando, or (b) the United States District Court for the Middle District of Florida, in accordance with Section 7.17 hereof. The arbitrator or arbitrators shall be entitled, if appropriate, to award any remedy in such proceedings, including, without limitation, monetary damages, specific performance and all other forms of legal and equitable relief; provided, however, the arbitrator or arbitrators shall not be entitled to award punitive damages. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the parties or permitted by this Agreement, the undersigned shall keep confidential all matters relating to the arbitration or the award, provided such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law. Nothing contained herein is intended to or shall be construed to prevent any party, in accordance with Article 22(3) of the Rules or otherwise, from applying to any court of competent jurisdiction for interim measures or other provisional relief in connection with the subject matter of any Agreement Disputes.

SECTION 5.4 Continuity of Service and Performance.

Unless otherwise agreed in writing, the parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article V with respect to all matters not subject to such dispute, controversy or claim.

SECTION 5.5 Other Remedies. Nothing in this Article V

shall limit the right that any party may otherwise have to seek to obtain (a) preliminary injunctive relief in order to preserve the status quo pending the resolution of a dispute or (b) temporary or permanent injunctive relief from any breach of any provisions of this Agreement.

ARTICLE VI.

INSURANCE

SECTION 6.1 Policies and Rights Included Within Assets.

The Lanier Assets shall include (a) any and all rights of an insured party under each of the Harris Shared Policies, subject to the terms of such Harris Shared Policies and any limitations or obligations of Lanier contemplated by this Article VI, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred prior to the Distribution Date by any party in or in connection with the conduct of the Lanier Business or, to the extent any claim is made against Lanier or any of the Lanier Subsidiaries, the conduct of the Harris Business, and which claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence under one or more of such Harris Shared Policies; provided, however, that nothing in this clause shall be deemed to constitute (or to reflect) an assignment or transfer of such Harris Shared Policies, or any of them, to Lanier, and (b) the Lanier Policies.

SECTION 6.2 Post-Distribution Date Claims. If,

subsequent to the Distribution Date, any Person shall assert a claim against Lanier or any of the Lanier Subsidiaries (including where Lanier or the Lanier Subsidiaries are joint defendants with other Persons) with respect to any claim, suit, action, proceeding, injury, loss, liability, damage or expense incurred or claimed to have been incurred prior to the Distribution Date in or in connection with the conduct of the Lanier Business or, to the extent any claim is made against Lanier or any of the Lanier Subsidiaries (including where Lanier or the Lanier Subsidiaries are joint defendants with other Persons), the conduct of the Harris Business and which claim, suit, action, proceeding, injury, loss, liability, damage or expense may arise out of an insured or insurable occurrence under one or more of the Harris Shared Policies, Harris shall assert and collect any related Insurance Proceeds under such Harris Shared Policy on behalf of Lanier and remit promptly to Lanier any Insurance Proceeds so collected, and Harris shall further on behalf of Lanier assert any and all rights of an insured party under such Harris Shared Policy with respect to such asserted claim, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer and the right to any applicable Insurance Proceeds thereunder; provided, however, that nothing in this Section 6.2 shall be deemed to constitute (or to reflect) an assignment or transfer of the Harris Shared Policies, or any of them, to Lanier.

SECTION 6.3 Administration; Other Matters. (a)

Administration. From and after the Distribution Date, Harris shall be responsible for (i) Insurance Administration of the Harris Shared Policies and (ii) Claims Administration (except as provided below) under such Harris Shared Policies with respect to Harris Liabilities and Lanier Liabilities; provided that the retention of such responsibilities by Harris is in no

way intended to limit, inhibit or preclude any right to insurance coverage for any Insured Claim of a named insured under such Policies as contemplated by the terms of this Agreement; and provided further that Harris' retention of the administrative responsibilities for the Harris Shared Policies shall not relieve the party submitting any Insured Claim of the primary responsibility for reporting such Insured Claim accurately, completely and in a timely manner or of such party's authority to settle any such Insured Claim within any period permitted or required by the relevant Policy. Harris may discharge its administrative responsibilities under this Section 6.3 by contracting for the provision of services by independent parties. Each of the parties hereto shall administer and pay any costs relating to defending its respective Insured Claims under Harris Shared Policies to the extent such defense costs are not covered under such Policies and shall be responsible for obtaining or reviewing the appropriateness of releases upon settlement of its respective Insured Claims under Harris Shared Policies. Lanier shall reimburse Harris promptly for all disbursements, out-of-pocket expenses and direct and indirect costs of employees or agents of Harris relating to Claims Administration and Insurance Administration contemplated by this Section 6.3(a) on behalf of Lanier.

(b) Exceeding Policy Limits.

(i) Where Lanier Liabilities are specifically covered under a Harris Shared Policy for periods prior to the Distribution Date, or covering claims made after the Distribution Date with respect to an occurrence prior to the Distribution Date, then from and after the Distribution Date Lanier may claim coverage for Insured Claims under such Harris Shared Policy as and to the extent that such insurance is available up to the full extent of the applicable limits of liability of such Harris Shared Policy (and may receive any Insurance Proceeds with respect thereto as contemplated by Section 6.2 or Section 6.3(c) hereof), subject to the terms of this Section 6.3.

(ii) Except as set forth in this Section 6.3(b), Harris and Lanier shall not be liable to one another for claims not reimbursed by insurers for any reason not within the control of Harris or Lanier, as the case may be, including coinsurance provisions, deductibles, quota share deductibles, self-insured retentions, bankruptcy or insolvency of an insurance carrier, Harris Shared Policy limitations or restrictions, any coverage disputes, any failure to timely claim by Harris or Lanier or any defect in such claim or its processing.

(c) Allocation of Insurance Proceeds. Insurance Proceeds received with respect to claims, costs and expenses under the Harris Shared Policies shall be paid to Harris, which shall thereafter administer the Harris Shared Policies by paying the Insurance Proceeds, as appropriate, to Harris with respect to Harris Liabilities and to Lanier with respect to the Lanier Liabilities. Payment of the allocable portions of indemnity costs of Insurance Proceeds resulting from such Policies will be made by Harris to the appropriate party upon receipt from the insurance carrier. In the event that the aggregate limits on any Harris Shared Policies are exceeded by the aggregate of

outstanding Insured Claims by the relevant parties hereto, such parties agree to allocate the Insurance Proceeds received thereunder based upon their respective percentage of the total of their bona fide claims which were covered under such Harris Shared Policy (their "allocable portion of Insurance Proceeds"), and any party who has received Insurance Proceeds in excess of such party's allocable portion of Insurance Proceeds shall pay to the other party the appropriate amount so that each party will have received its allocable portion of Insurance Proceeds pursuant hereto. Each of the parties agrees to use commercially reasonable efforts to maximize available coverage under those Harris Shared Policies applicable to it, and to take all commercially reasonable steps to recover from all other responsible parties in respect of an Insured Claim to the extent coverage limits under a Harris Shared Policy have been exceeded or would be exceeded as a result of such Insured Claim.

(d) Allocation of Deductibles. In the event that the parties have bona fide claims under any Harris Shared Policy for which a deductible is payable, the parties agree that the aggregate amount of the deductible paid shall be borne by the parties in the same proportion which the Insurance Proceeds received by each such party bears to the total Insurance Proceeds received under the applicable Harris Shared Policy (their "allocable share of the deductible"), and any party who has paid more than its allocable share of the deductible shall be entitled to receive from the other party an appropriate amount so that each party has borne its allocable share of the deductible pursuant hereto.

(e) Lanier shall be responsible for the full amount of the deductible for general liability and automobile liability claims in connection with the Lanier Business.

(f) Workers Compensation. With respect to any workers compensation claims for the period prior to the Effective Time, the terms of the Ancillary Workers Compensation Agreement, attached hereto as Exhibit K, shall govern.

SECTION 6.4 Agreement for Waiver of Conflict and Shared Defense. In the event that Insured Claims of more than one of the parties hereto exist relating to the same occurrence, the parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense. Nothing in this Article VI shall be construed to limit or otherwise alter in any way the obligations of the parties to this Agreement, including those created by this Agreement, by operation of Law or otherwise.

SECTION 6.5 Cooperation. The parties agree to use their commercially reasonable efforts to cooperate with respect to the various insurance matters contemplated by this Agreement.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, and the Ancillary Agreements shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. Other than Section 2.8, Section 4.5 and Article V, which shall prevail over any inconsistent or conflicting provisions in any Ancillary Agreement, notwithstanding any other provisions in this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, such Ancillary Agreement shall control.

SECTION 7.2 Ancillary Agreements. Subject to the last sentence of Section 7.1, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

SECTION 7.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 7.4 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement shall survive the Distribution Date.

SECTION 7.5 Distribution Expenses. Except as otherwise set forth in this Agreement or any Ancillary Agreement, all costs and expenses incurred on or prior to the Distribution Date (whether or not paid on or prior to the Distribution Date) in connection with the preparation, execution, delivery, printing and implementation of this Agreement and any Ancillary Agreement, the Information Statement (including the Registration Statement) and the Distribution and the consummation of the transactions contemplated thereby, excluding the fees and expenses of Sullivan & Cromwell and Morgan Stanley & Co. Incorporated shall be charged to and paid by Lanier. Such expenses shall be deemed to be Lanier Liabilities. Except as otherwise set forth in this Agreement or any Ancillary Agreement, each party shall bear its own costs and expenses incurred after the Distribution Date. Any amount or expense to be paid or reimbursed by any party hereto to any other party hereto shall be so paid or reimbursed promptly after the existence and amount of such obligation is determined and written demand therefor is made.

SECTION 7.6 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received ("Notices"):

To Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919
Attention: Corporate Secretary
Telephone: (407) 727-9163
Facsimile: (407) 727-9222

With a copy to:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919
Attention: Scott T. Mikuen
Telephone: (407) 727-9125
Facsimile: (407) 727-9234

To Lanier:

Lanier Worldwide, Inc.
2300 Parklake Drive, N.E.
Atlanta, Georgia 30345
Attention: General Counsel
Telephone: (770) 621-1063
Facsimile: (770) 621-1073

SECTION 7.7 Waivers. The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.

SECTION 7.8 Amendments. Subject to the terms of Section 7.11 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the parties hereto.

SECTION 7.9 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other party hereto, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void.

SECTION 7.10 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

SECTION 7.11 Termination. This Agreement (including Article III hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution by and in the sole discretion of Harris without the approval of Lanier or the stockholders of Harris. In the event of such termination, no party shall have any liability of any kind to any other party or any other person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by the parties; provided, however, that Article III shall not be terminated or amended after the Distribution in respect of the Third Party beneficiaries thereto without the consent of such persons.

SECTION 7.12 Subsidiaries. Each of the parties hereto shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such party or by any entity that is contemplated to be a Subsidiary of such party on and after the Distribution Date.

SECTION 7.13 Third Party Beneficiaries. Except as provided in Article III relating to Indemnitees, this Agreement is solely for the benefit of the parties hereto and their respective Subsidiaries and Affiliates and should not be deemed to confer upon Third Parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

SECTION 7.14 Title and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

SECTION 7.15 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

SECTION 7.16 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

SECTION 7.17 Consent to Jurisdiction. Without limiting the provisions of Article V hereof, each of the parties irrevocably submits to the exclusive jurisdiction of (a) the state courts of the State of Florida, located in the City of Orlando, and (b) the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Middle District of Florida or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the state courts of the State of Florida, located in the City of Orlando. Each of the parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Florida with respect to any matters to which it has submitted to jurisdiction in this Section 7.17. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the state courts of the State of Florida, located in the City of Orlando, or (ii) the United States District Court for the Middle District of Florida, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 7.18 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.19 Consolidation, Merger, Etc. Involving Lanier. Lanier shall not consolidate with or merge into any other Person or convey, transfer or lease all or any substantial portion of its properties and assets to any Person, and Lanier shall not permit any Person to consolidate with or merge into Lanier or convey, transfer or lease all or any substantial portion of its properties and assets to Lanier, unless, in each case Lanier shall consolidate with or merge into another Person or convey, transfer or lease all or any substantial portion of its properties and assets to any Person, the Person formed by such consolidation or into which Lanier is merged or the Person which acquires by conveyance or transfer, or which leases, all or any substantial portion of properties and assets of Lanier shall be a corporation, partnership, limited liability company or trust and shall expressly assume, by a written agreement, executed and delivered to Harris, in form reasonably satisfactory to Harris, all of the liabilities, obligations and expenses to be assumed by Lanier under this Agreement and the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of Lanier to be performed or observed.

SECTION 7.20 Consolidation, Merger, Etc. Involving Harris. Harris shall not consolidate with or merge into any other Person or convey, transfer or lease all or any substantial portion of its properties and assets to any Person, and Harris shall not permit any Person to consolidate with or merge into Harris or convey, transfer or lease all or any substantial portion of its properties and assets to Harris, unless, in each case Harris shall consolidate with or merge into another Person or convey, transfer or lease all or any substantial portion of its properties and assets to any Person, the Person formed by such consolidation or into which Harris is merged or the Person which acquires by conveyance or transfer, or which leases, all or any substantial portion of properties and assets of Harris shall be a corporation, partnership, limited liability company or trust and shall expressly assume, by a written agreement, executed and delivered to Lanier, in form reasonably satisfactory to Lanier, all of the liabilities, obligations and expenses to be assumed by Harris under this Agreement and the due and punctual performance or observance of every agreement and covenant of this Agreement on the part of Harris to be performed or observed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

HARRIS CORPORATION

By /s/ David S. Wasserman

Name: David S. Wasserman

Title: Vice President - Treasurer

Witness: /s/ Scott T. Mikuen

Name: Scott T. Mikuen

LANIER WORLDWIDE, INC.

By /s/ James A. MacLennan

Name: James A. MacLennan

Title: Executive Vice President and
Chief Financial Officer

Witness: /s/ J. Michael Kelly

Name: J. Michael Kelly

TAX DISAFFILIATION AGREEMENT dated as of November 5, 1999, by and between HARRIS CORPORATION, a Delaware corporation ("Harris"), and LANIER WORLDWIDE, INC., a Delaware corporation ("Lanier").

RECITALS

A. Lanier is a first tier subsidiary of Harris.

B. Harris is the common parent of an affiliated group of corporations within the meaning of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the "Code"), which currently files consolidated Federal income Tax Returns.

C. Pursuant to the Agreement and Plan of Distribution dated October 22, 1999 by and between Harris and Lanier (the "Distribution Agreement"), Harris will distribute to the holders of its Common Stock approximately 90% of the outstanding shares of the Common Stock of Lanier (the "Distribution").

D. Harris and Lanier intend that the Distribution will qualify as a distribution described in Section 355 of the Code and will not result in the recognition of any taxable gain or income to Harris, Lanier or any shareholder of Harris or Lanier (except to the extent of cash received for any fractional share interest in Lanier stock and any deferred intercompany gain).

E. From and after Date of the Distribution, Lanier will cease to be a member of the Harris affiliated group for Federal income tax purposes.

F. Harris and Lanier desire on behalf of themselves, their subsidiaries and their successors to set forth their rights and obligations with respect to taxes due for periods before and after the Distribution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I

Definitions

For the purposes of this Agreement:

1.01 "Affiliate" shall mean any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with a specified Person.

1.02 "Agreement" shall mean this Tax Disaffiliation Agreement dated November 5, 1999 between Harris and Lanier as the same may be amended from time to time.

1.03 "Applicable Federal Rate" shall have the meaning set forth in Section 1274(d) of the Code, compounded quarterly.

1.04 "Claim" shall have the meaning set forth in Section 5.03(a).

1.05 "Code" shall have the meaning set forth in paragraph B of the recitals.

1.06 "Control" or "Controlled" shall mean, with respect to any Person, the presence of one of the following: (i) the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% (by vote or value) of the capital or voting stock (or other ownership or voting interest, if not a corporation) of such Person or (ii) the ability, directly or indirectly, to direct the voting of a majority of the directors of such Person's board of directors or, if the Person does not have a board of directors, a majority of the positions on any similar body, whether through appointment, voting agreement or otherwise.

1.07 "Controlling Party" shall have the meaning set forth in Section 5.01.

1.08 "Corporate Restructuring Transactions" shall have the meaning set forth in the Distribution Agreement.

1.09 "Date of Distribution" shall mean the Distribution Date specified in the Distribution Agreement.

1.10 "Distribution" shall have the meaning set forth in paragraph C of the recitals.

1.11 "Distribution Agreement" shall have the meaning set forth in paragraph C of the recitals.

1.12 "Final Determination" shall mean with respect to any issue (a) a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final and not subject to further appeal, (b) a closing agreement whether or not entered into under Section 7121 of the Code or any other binding settlement agreement (whether or not with the Internal Revenue Service) entered into in connection with or in contemplation of an administrative or judicial proceeding, or (c) the completion of the highest level of administrative proceedings if a judicial contest is not or is no longer available.

1.13 "Fiscal Year 1999" shall mean the period beginning July 4, 1998 and ending July 2, 1999.

1.14 "Fiscal Year 2000" shall mean the period beginning July 3, 1999 and ending July 1, 2000.

1.15 "Fiscal Year 2000 Stub Period" shall mean the period beginning July 3, 1999 and ending on or after the Date of Distribution.

1.16 "Form 10" shall mean the registration statement (including the related information statement) relating to the spinoff of Lanier Worldwide, Inc. from

Harris Corporation on Form 10, as made effective by the Securities and Exchange Commission.

1.17 "Harris" shall have the meaning set forth in the preamble to this Agreement.

1.18 "Harris Group" shall mean, for any period, Harris and its then Subsidiaries other than members of the Lanier Group as hereinafter defined, and shall also mean the historical activities of Harris previously carried on by other Lanier Subsidiaries.

1.19 "Harris Tainting Act" shall mean (a) any breach of any written representation or covenant relating to the qualification of the Distribution as a distribution described in Section 355 of the Code which is given by Harris in connection with the tax opinion of Sullivan & Cromwell described beginning on Page 17 of Form 10, or (b) any action or actions of or involving any Person (other than Lanier or any Person that is an Affiliate of Lanier immediately before or immediately after such action or actions), or any omission or omissions of any Person (other than Lanier or any Person that is an Affiliate of Lanier immediately before or immediately after such omission or omissions), of an action or actions available to it, after the Date of the Distribution, if such breach, action or omission described in (a) or (b) contributes to a Final Determination that the Distribution results in the recognition of gain to Harris by virtue of (i) the Distribution failing to qualify as a distribution described in Section 355 of the Code, (ii) any stock or securities of Lanier failing to qualify as "qualified property" within the meaning of Section 355(c)(2) of the Code, or (iii) the application of Section 355(e) of the Code to the Distribution.

1.20 "Indemnitor" shall have the meaning set forth in Section 5.02.

1.21 "IRS" shall have the meaning set forth in Section 5.03(a).

1.22 "Lanier" shall have the meaning set forth in the preamble to this Agreement.

1.23 "Lanier Group" shall mean, for any period, Lanier and its then Subsidiaries (if any), and shall also mean the historical activities of Lanier previously carried on by other Harris Subsidiaries.

1.24 "Lanier Tainting Act" means (a) any breach of any written representation or covenant relating to the qualification of the Distribution as a distribution described in Section 355 of the Code which is given by Lanier in connection with the tax opinion of Sullivan & Cromwell described beginning on page 17 of Form 10, or (b) any action or actions of or involving any Person (other than Harris or any Person that is an Affiliate of Harris immediately before or immediately after such action or actions), or any omission or omissions of any Person (other than Harris or any Person that is an Affiliate of Harris immediately before or immediately after such omission or omissions), of an action or actions available to it, after the Date of Distribution, if such breach, action or omission described in (a) or (b) contributes to a Final Determination that the Distribution results in the recognition of gain to Harris by virtue of (i) the Distribution failing to qualify as a distribution described in Section 355 of the Code, (ii) any stock or securities of Lanier failing to qualify as "qualified property" within the meaning of Section 355(c)(2) of the Code, or (iii) the application of Section 355(e) of the Code to the Distribution.

1.25 "Period After Distribution" shall mean any taxable year or other taxable period beginning on or after the Date of Distribution and, in the case of any taxable year or other taxable period that begins before and ends after the Date of Distribution, that part of the taxable year or other taxable period that begins after the close of the Date of Distribution.

1.26 "Period Before Distribution" shall mean any taxable year or other taxable period that ends on or before the Date of Distribution and, in the case of any taxable year or other taxable period that begins before and ends after the Date of Distribution, that part of the taxable year or other taxable period through the close of the Date of Distribution.

1.27 "Person" shall mean any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, government or department or agency of a government.

1.28 "Restructuring Taxes" means any taxes resulting from the Corporate Restructuring Transactions, including, but not limited to, any taxes imposed pursuant to or as a result of Section 311 of the Code or Section 1.1502-13 of the Treasury Regulations (and any applicable similar federal, state, local or foreign taxes, together with related interest, penalties and additions to tax), but excluding any taxes imposed as a result of a Final Determination that the Distribution failed to meet the requirements of Section 355 of the Code for nonrecognition of gain by Harris.

1.29 "Subsidiary" shall mean a corporation, limited liability company, partnership, joint venture or other business entity if 50% or more of the outstanding equity or voting power of such entity is owned directly or

indirectly by the corporation with respect to which such term is used. In determining whether a Subsidiary is a Subsidiary of Lanier or Harris for any period, Lanier shall not be a Subsidiary of Harris and any Subsidiary of Lanier and any Subsidiary of Harris which is engaged in a Lanier business shall be a Subsidiary of Lanier, not Harris, for such period.

1.30 "tax" or "taxes" whether used in the form of a noun or adjective, shall mean all forms of taxation, whenever created or imposed, including, but not limited to, taxes on or measured by income, franchise, gross receipts, sales, use, excise, payroll, personal property (tangible or intangible), real property, ad-valorem, value-added, leasing, leasing use or other taxes, levies, imposts, duties, charges or withholdings of any nature whether imposed by a nation, locality, municipality, government, state, federation, or other governmental body (a "Taxing Authority"). Whenever the term "tax" or "taxes" is used (including, without limitation, in the context of any duty to reimburse another party or indemnify for taxes or refunds or credits of taxes) it shall include penalties, fines, additions to tax and interest thereon.

1.31 "Taxing Authority" shall have the meaning set forth in Section 1.30.

1.32 "Tax Returns" shall mean all reports, returns, information statements, questionnaires or other documents required to be filed or that may be filed for any period with any Taxing Authority (whether domestic or foreign) in connection with any tax or taxes (whether domestic or foreign).

Article II

Tax Returns, Tax Payments and Tax Sharing Obligations

2.01 Obligations to File Tax Returns. Harris shall timely file or cause to be filed all Tax Returns with respect to the Lanier Group that (a) are required to be filed and are due before the Date of Distribution or (b) are for either Fiscal Year 1999 or the Fiscal Year 2000 Stub Period, and are filed on a consolidated, combined or unitary basis and include Lanier or any of its Subsidiaries with Harris or any of its Subsidiaries. Lanier shall timely file or cause to be timely filed any other Tax Return with respect to the Lanier Group.

2.02 Obligation to Remit Taxes. Harris and Lanier shall each remit or cause to be remitted any taxes due in respect of any tax for which it is required to file a Tax Return and shall be entitled to reimbursement for such payments only to the extent provided in Section 2.03.

2.03 Tax Sharing Obligations and Prior Agreements. (a) Other than liabilities dealt with elsewhere in this Agreement, Lanier shall be liable for and shall indemnify and hold the Harris Group harmless against (i) any tax liability of the Lanier Group for any Period After Distribution, (ii) any tax liability of the Lanier Group for both Fiscal Year 1999 and the taxable year or period that begins before and ends on or after the Date of Distribution in respect of the Period Before Distribution, both determined in accordance with the Harris Group's intergroup method of federal income tax allocation determined under sections 1.1502-33(d) and 1.1552-1 of the income tax regulations in a manner consistent with past practice, or any other allocation methodology for taxes other than Federal income tax in a manner consistent with past practice, (iii) any tax liability resulting from a Final

Determination with respect to an adjustment attributable to any member of the Lanier Group for any Period Before Distribution, and (iv) any amount determined to be Lanier's liability under Section 2.04. Lanier shall be entitled to any refund of or credit for taxes of the Lanier Group or amounts owed by Lanier or for which Lanier is responsible under this Section 2.03(a). Any liability for taxes under this Section 2.03(a) shall be measured by the Harris Group's actual liability for taxes after applying tax benefits otherwise available to the Harris Group other than tax benefits that the Harris Group in good faith determines would actually offset tax liabilities of the Harris Group in other taxable years or periods. Any right to refund under this Section 2.03(a) shall be measured by the actual refund or credit of the Harris Group attributable to the adjustment without regard to offsetting tax attributes or liabilities of the Harris Group.

(b) Other than liabilities dealt with elsewhere in this Agreement, Harris shall be liable for and shall hold the Lanier Group harmless against (i) any liability attributable to any member of the Harris Group for taxes regardless of whether attributable to a Period Before Distribution or a Period After Distribution, including any liability asserted against any member of the Lanier Group under the provisions of Treas. Regs. s. 1.1502-6(a) that impose several liability on members of an affiliated group of corporations that files consolidated returns, or similar provisions of any foreign, state or local law, in respect of taxes of any member of the Harris Group, and (ii) any amount determined to be Harris' liability under Section 2.04. Harris shall be entitled to any refund of or credit for taxes for any periods that are attributable to the Harris

Group or amounts owed by Harris or for which Harris is responsible under this Section 2.03(b).

(c) Except as set forth in this Section 2.03 and in consideration of the mutual indemnities and other obligations of this Agreement, any and all prior tax sharing agreements or practices between any member of the Harris Group and any member of the Lanier Group shall be terminated with respect to the Lanier Group as of the Date of Distribution.

2.04 Restructuring Taxes; Other Taxes Relating to the Distribution. (a) Generally. Notwithstanding any other provision of this Agreement to the contrary, Lanier shall pay, and shall indemnify and hold harmless Harris and any member of the Harris Group from and against any and all Restructuring Taxes and any reasonable expenses (including, but not limited to, attorney's fees) incurred in defending any audit or examination with respect to Restructuring Taxes. In the event of a Final Determination that the Distribution failed to meet the requirements of Section 355 of the Code for nonrecognition of gain by Harris (other than a Final Determination that the Distribution failed to qualify for nonrecognition which determination would not have been made but for a Harris Tainting Act or a Lanier Tainting Act), the liability of Harris and Lanier for any Taxes arising from such Final Determination and any liability to shareholders arising from such Final Determination (together with any reasonable expense (including, but not limited to, attorney's fees) incurred in defending against any liability) shall be borne 50 percent by Harris and 50 percent by Lanier. If a Harris Tainting Act and a Lanier Tainting Act both contribute to such a Final Determination, any such taxes or liability (together with any reasonable expense (including, but not limited to,

attorney's fees) incurred in defending against any liability) shall be borne 50 percent by Harris and 50 percent by Lanier.

(b) Indemnification for Lanier Tainting Acts. Lanier covenants that neither Lanier nor any member of the Lanier Group shall commit or be party to or the subject of any Lanier Tainting Act which would result in any tax or liability described in the following sentence and payable by Harris. To the extent that Harris would not have been liable for the following amounts but for a Lanier Tainting Act, Lanier shall pay, and shall indemnify and hold harmless Harris from and against, (i) any liability of Harris to any Taxing Authority, Harris shareholders or Lanier shareholders (together with any reasonable expenses (including, but not limited to, attorney's fees) incurred in defending against any such liability) resulting from a Final Determination that the Distribution failed to meet the requirements of Section 355 of the Code for nonrecognition of gain by Harris, including, without limitation, by reason of (x) any stock or securities of Lanier failing to qualify as "qualified property" within the meaning of Section 355(c)(2) of the Code or (y) the application of Section 355(e) of the Code to the Distribution, and (ii) any taxes and related expenses payable by Harris by reason of the receipt of such payment.

(c) Indemnification for Harris Tainting Acts. Harris covenants that neither Harris nor any member of the Harris Group shall commit or be party to or the subject of any Harris Tainting Act which would result in any tax or liability described in the following sentence and payable by Lanier. To the extent that Lanier would not have been liable for the following amounts but for a Harris Tainting Act, Harris shall pay, and shall indemnify and hold harmless

Lanier from and against, (i) any liability of Lanier to any Taxing Authority, Harris shareholders or Lanier shareholders (together with any reasonable expenses (including, but not limited to, attorney's fees) incurred in defending against any such liability) resulting from a Final Determination that the Distribution failed to meet the requirements of Section 355 of the Code for nonrecognition of gain by Harris, including, without limitation, by reason of (x) any stock or securities of Lanier failing to qualify as "qualified property" within the meaning of Section 355(c)(2) of the Code or (y) the application of Section 355(e) of the Code to the Distribution, and (ii) any taxes and related expenses payable by Lanier by reason of the receipt of such payment.

2.05 Period that Includes the Date of Distribution. (a) To the extent permitted by law or administrative practice, the taxable year of the Lanier Group shall be treated as closing at the close of the Date of Distribution.

(b) If it is necessary for purposes of this Agreement to determine the income tax liability of any member of the Lanier Group for a taxable year that begins on or before and ends after the Date of the Distribution and is not treated under Section 2.05(a) as closing at the close of the Date of Distribution, the determination shall be made by assuming that such member of the Lanier Group had a taxable year that ended at the close of the Date of Distribution, except that exemptions, allowances or deductions that are calculated on an annual basis shall be apportioned on a time basis.

Article III

Carrybacks, Distributions and Elections

3.01 Carrybacks. Any member of the Lanier Group shall be entitled to carry back any net operating loss or other item from a Period After Distribution to a Period Before Distribution, except to the extent that Harris determines in good faith that such action will cause an actual increase in the taxes for which the Harris Group is responsible or will cause an actual reduction in the amount of any refund of taxes payable to the Harris Group. Any refund of taxes resulting from any such carryback by a member of the Lanier Group shall be payable to Lanier as provided in Section 2.03(a).

3.02 Distributions and Elections. (a) No member of the Lanier Group shall make any tax election, pay or cause to be paid any distribution from an Affiliate or take any other action that shall cause an actual increase in the taxes for which the Harris Group is responsible or will cause an actual reduction in the amount of any refund of taxes payable to the Harris Group.

(b) No member of the Harris Group shall make any tax election, pay or cause to be paid any distribution from an Affiliate or take any other action that shall cause an actual increase in the taxes for which the Lanier Group is responsible or will cause an actual reduction in the amount of any refund of taxes payable to the Lanier Group.

Article IV

Payments

4.01 Fiscal Year 2000 Stub Period and Fiscal Year 1999. (a) Harris shall determine and Lanier shall pay the final amount owed, if any, under clause (ii) of Section 2.03(a) for the Fiscal Year 2000 Stub Period as follows:

(i) within sixty (60) days from the Date of Distribution, Lanier shall provide Harris with a Federal and State tax package (except that standard items such as Internal Revenue Service Form 5471's, boycott information, FTC receipts and Section 861 information may be provided within one hundred twenty (120) days from the Date of Distribution) in the normal Harris format of its Fiscal Year 2000 Stub Period operating and nonoperating tax and financial results in sufficient detail to enable Harris to compute Lanier's Fiscal Year 2000 Stub Period tax liability; (ii) Harris will calculate in accordance with the principles established in Section 2.03 and past practice an estimate of Lanier's Fiscal Year 2000 Stub Period tax liability, offsetting such liability by the amount, if any, determined to be owed to Lanier for Fiscal Year 1999 pursuant to Section 4.01(b), to the extent payment has not already been received by Lanier for such overpayment pursuant to Section 4.01(b), and submit the calculation to Lanier within thirty (30) days after the date on which the Federal and State tax package described in clause (i) of this Section 4.01(a) is provided to Harris; (iii) Lanier shall have the right to object in writing to such calculation on or before sixty (60) days after the date on which the Federal and State tax package described in clause (i) of this Section 4.01(a) is provided to Harris, on the grounds that there is substantial authority that such calculation is incorrect; provided that if Lanier so objects, (i) Harris and Lanier shall promptly submit the dispute to an independent accounting or law firm acceptable to both Harris and Lanier for prompt resolution, whose decision shall be final and binding on Harris and Lanier, and (ii) the party that such accounting or law firm determines has lost the dispute shall pay all of the fees and expenses incurred in connection with submitting such

dispute; (iv) Lanier shall pay to Harris an amount equal to 80% of the amount determined in clause (ii) of this Section 4.01(a) by March 15, 2000; (v) a determination of the final amount owed, if any, under clause (ii) of this Section 4.01(a) shall be made when the Harris Group's Fiscal Year 2000 Tax Returns are filed and shall be paid within thirty (30) days from the date Harris notifies Lanier of any additional amounts due together with interest at a rate equal to the Applicable Federal Rate from the date on which such Tax Return is filed. Similarly, any refund owed Lanier over the amount previously determined and paid under clause (ii) of this Section 4.01(a) shall be refunded by Harris within the same thirty (30) day period together with interest at a rate equal to the Applicable Federal Rate from the date on which Harris receives such refund; and (vi) any claims resulting from carrybacks, tax audits or Final Determination shall be handled in the same manner as provided in Articles V, VI, VII, and VIII.

(b) Harris shall determine and Lanier shall pay the final amount owed, if any, under clause (ii) of Section 2.03(a) for Fiscal Year 1999 as follows: (i) Lanier shall provide Harris with a Federal and State tax package, together with standard items such as Internal Revenue Service Form 5471's, boycott information, FTC receipts and Section 861 information in the normal Harris format and according to the normal Harris schedule of its Fiscal Year 1999 operating and nonoperating tax and financial results; (ii) Harris shall prepare and file those Tax Returns in respect of Fiscal Year 1999 that it is obligated to file pursuant to Section 2.01; (iii) Harris shall prepare a reconciliation of the amounts Lanier has paid either directly or indirectly through inter-company charges in respect of the Harris Fiscal Year 1999 consolidated federal

Tax Return or any other Tax Return in respect of Fiscal Year 1999 that Harris is required to file pursuant to Section 2.01 to the calculation of the Lanier Group's final liability for Fiscal Year 1999 to be determined from such Tax Returns in accordance with the principles established in Section 2.03(a) and past practice, and shall provide such reconciliation to Lanier within thirty (30) days before the due date for filing the relevant Tax Return; (iv) Lanier shall have the right to object in writing to such reconciliation in accordance with the principles established in Section 4.01(a)(iii) within fifteen (15) days of delivery of the reconciliation; (v) if the reconciliation described in clause (iii) of this Section 4.01(b) indicates that Lanier owes Harris money, Lanier shall pay the balance to Harris within thirty (30) days of the delivery of such reconciliation together with interest at a rate equal to the Applicable Federal Rate from the date on which such Tax Return was filed. If the reconciliation shows that Harris owes Lanier money and Lanier's overpayment cannot be applied to Lanier's Fiscal Year 2000 Stub Period tax liabilities pursuant to Section 4.01(a)(ii), Harris shall pay such balance to Lanier within five (5) days of Harris' receipt of such balance from the relevant taxing authority to the extent that a refund is due from the relevant taxing authority (with no interest) and concurrently with delivery of the reconciliation to the extent that no refund is due from the relevant taxing authority (together with interest at a rate equal to the Applicable Federal Rate from the due date of the Tax Return); and (vi) any claims resulting from carrybacks, tax audits or Final Determination shall be handled in the same manner as provided in Articles V, VI, VII and VIII.

4.02 Other Payments. Other payments due to a party under Section 2.03 shall be due not later than twenty (20) days after the receipt or crediting of a refund or the receipt of notice of a Final Determination that the indemnified party is liable for an indemnified cost, together with interest at a rate equal to the Applicable Federal Rate from the date on which the indemnifying party receives such receipt, credit or notice.

4.03 Notice. Harris and Lanier shall give each other prompt written notice of any payment that may be due under this Agreement.

Article V

Tax Audits

5.01 General. Except as provided in Sections 5.02 and 6.02, each of Lanier and Harris shall have sole responsibility for all audits or other proceedings with respect to Tax Returns that it is required to file under Section 2.01 (the "Controlling Party"). Except as provided in Section 5.03, the Controlling Party shall have the sole right to contest the audit or proceeding and to employ advisors of its choice.

5.02 Indemnified Claims in General. Harris or Lanier shall promptly notify the other in writing prior to the issuance of an actual notice of assessment by the relevant Taxing Authority (for example, if by the Internal Revenue Service, prior to the issuance of a Form 5701 Notice of Proposed Adjustment) of any proposed adjustment to a Tax Return that may result in liability of the other party (the "Indemnitor") under this Agreement. If the Indemnitor is not also the Controlling Party, the Controlling Party shall provide the Indemnitor with information about the nature and amounts of the proposed adjustments and shall permit the other party to participate in the proceeding at its own

expense, provided, however, that the Controlling Party shall not be required to indemnify the Indemnitor if the Controlling Party fails to notify or provide such information to the Indemnitor, unless the Indemnitor is materially prejudiced thereby. The Indemnitor shall pay all reasonable expenses (including, but not limited to, legal and accounting fees) incurred by the Controlling Party in connection with the assessment or adjustment within seven (7) days after a written request by the Controlling Party.

5.03 Certain Federal Income Tax Claims. (a) Any issues raised by the Internal Revenue Service ("IRS") in any tax inquiry, audit, examination, investigation, dispute, litigation or other proceeding which would result in federal income tax liability to the Indemnitor which in the aggregate would equal or exceed \$1,000,000 in any taxable year are defined as a Claim (a "Claim"). Except as provided in Section 5.03(d) and notwithstanding any other provision of this Agreement that may be construed to the contrary, the Controlling Party agrees to contest any Claim and not to settle any Claim without prior written consent of the Indemnitor, provided that (i) the Controlling Party shall provide notice to Indemnitor pursuant to Section 5.02 of any Claim, (ii) within thirty (30) days after notice by the Controlling Party to the Indemnitor of a Claim is received by the Indemnitor, the Indemnitor shall request in writing that such Claim be contested, (iii) within thirty (30) days after notice by the Controlling Party to the Indemnitor of such Claim is received by the Indemnitor, the Indemnitor shall have provided an opinion of independent tax counsel, selected by the Indemnitor and reasonably acceptable to the Controlling Party, to the effect that it is more likely than not that a Final Determination will be substantially consistent with the Indemnitor's position relating to such

Claim, (iv) the Indemnitor agrees to pay on demand and pays all out-of-pocket costs, losses and expenses (including, but not limited to, legal and accounting fees) paid or incurred by the Controlling Party in connection with contesting such Claim, except for a Claim where the expenses are shared pursuant to Section 2.04(a), and (v) the Controlling Party, after reasonable consultation with the Indemnitor, shall determine in its sole discretion the nature of all actions to be taken to contest such Claim, including (1) whether any action to contest such Claim shall initially be by way of judicial or administrative proceeding, or both, (2) whether any such Claim shall be contested by resisting payment thereof or by paying the same and seeking a refund thereof, and (3) the court or other judicial body before which judicial action, if any, shall be commenced. To the extent the Indemnitor is not participating, the Controlling Party shall keep the Indemnitor and, upon request by the Indemnitor, its counsel informed as to the progress of the contest.

(b) If the Indemnitor requests that the Controlling Party accept a settlement of a Claim offered by the IRS and if such Claim may, in the reasonable discretion of the Controlling Party, be settled without prejudicing any claims the IRS may have with respect to matters other than the transactions contemplated by the Distribution Agreement, the Controlling Party shall either accept such settlement offer or agree with the Indemnitor that the Indemnitor's liability with respect to such Claim shall be limited to the lesser of (i) an amount calculated on the basis of such settlement offer plus interest owed to the IRS on the date of eventual payment or (ii) the amount calculated on the basis of a Final Determination.

(c) If the Controlling Party shall elect to pay the tax claimed and seek a refund, the Indemnitor shall lend sufficient funds on an interest-free basis to the Controlling Party, and with no net after-tax cost to the Controlling Party, to cover any applicable indemnity obligations of the Indemnitor. To the extent such refund claim is ultimately disallowed, the loan or portion thereof equal to the amount of the refund claim so disallowed shall be applied against the Indemnitor's obligation to make indemnity payments pursuant to this Agreement. To the extent such refund claim is allowed, the Controlling Party shall pay to the Indemnitor all amounts advanced to the Controlling Party with respect to the indemnity obligation within ten (10) days of the receipt of such refund (or if the Controlling Party would have received such refund but for the existence of a counterclaim or other claim not indemnified by the Indemnitor under this Agreement, within ten (10) days of the final resolution of the contest), plus an amount equal to any interest received (or that would have been received) from the IRS that is properly attributable to such amount.

(d) Except as provided below, the Controlling Party shall not settle a Claim that Indemnitor is entitled to require the Controlling Party to contest under Section 5.03(a) without the prior written consent of the Indemnitor. At any time, whether before or after commencing to take any action pursuant to this Section 5.03 with respect to any Claim, the Controlling Party may decline to take action with respect to such Claim and may settle such Claim without the prior written consent of the Indemnitor by notifying the Indemnitor in writing that the Indemnitor is released from its obligations to indemnify the Controlling Party with respect to such Claim (which notification shall release the

Indemnitor from such obligations except to the extent the Indemnitor has agreed in writing that it would be willing to have its liability calculated on the basis of a settlement offer, as provided in Section 5.03(b), at that point in the contest) and with respect to any Claim related to such Claim or based on the outcome of such Claim. If the Controlling Party settles any Claim or otherwise takes or declines to take any action pursuant to this paragraph, the Controlling Party shall pay to the Indemnitor any amounts paid or advanced by the Indemnitor with respect to such Claim (other than amounts payable by the Indemnitor in connection with a settlement offer pursuant to Section 5.03(b)), plus interest attributable to such amounts.

Article VI

Cooperation

6.01 General. Harris and Lanier shall cooperate with each other in the filing of any Tax Returns and the conduct of any audit or other proceeding and each shall execute and deliver such powers of attorney and make available such other documents as are reasonably necessary to carry out the intent of this Agreement. Each party agrees to notify the other party in writing of any audit adjustments which do not result in tax liability but can be reasonably expected to affect Tax Returns of the other party, or any of its Subsidiaries, for a Period After Distribution. Each party agrees to treat the Distribution for all income tax purposes as not causing the recognition of any gain or loss.

6.02 Cooperation With Respect to Tax Return Filings, Examinations and Tax Related Controversies.

(a) Harris' Obligations. In addition to any obligations imposed pursuant to the Distribution Agreement,

Harris and each other member of the Harris Group shall fully cooperate with Lanier and its representatives, in a prompt and timely manner, in connection with (i) the preparation and filing of and (ii) any inquiry, audit, examination, investigation, dispute, or litigation involving, any Tax Return filed or required to be filed by or for any member of the Lanier Group for any taxable period beginning on or before the Distribution Date. Such cooperation shall include, but not be limited to, (x) the execution and delivery to Lanier by the appropriate Harris Group member of any power of attorney required to allow Lanier and its counsel to represent Harris or such other Harris Group member in any controversy which Lanier shall have the right to control pursuant to the terms of Section 5.01 of this Agreement, (y) making available to Lanier, during normal business hours, and within sixty (60) days of any written request therefor, all books, records and information, and the assistance of all officers and employees, necessary or useful in connection with any tax inquiry, audit, examination, investigation, dispute, litigation or any other matter, and (z) use of its best efforts in defending Lanier's interests in any tax inquiry, audit, examination, investigation, dispute, litigation or any other matter for which Harris is the Controlling Party.

(b) Lanier's Obligations. Except as otherwise provided in this Article VI, Lanier shall fully cooperate with Harris and its representatives, in a prompt and timely manner, in connection with (i) the preparation and filing of and (ii) any inquiry, audit, examination, investigation, dispute, or litigation involving, any Tax Return filed or required to be filed by or for any member of the Harris Group which includes Lanier or any other member of the Lanier Group. Such cooperation shall include, but not be

limited to, (x) the execution and delivery to Harris by Lanier of any power of attorney required to allow Harris and its counsel to participate on behalf of Harris or other Harris Group members in any inquiry, audit or other administrative proceeding and to assume the defense or prosecution, as the case may be, of any suit, action or proceeding pursuant to the terms of and subject to the conditions set forth in Section 5.01 of this Agreement, (y) making available to Harris, during normal business hours, and within sixty (60) days of any written request therefor, all books, records and information, and the assistance of all officers and employees, necessary or useful in connection with any tax inquiry, audit, examination, investigation, dispute, litigation or any other matter, and (z) the use of its best efforts in defending Harris' interests in any tax inquiry, audit, examination, investigation, dispute, litigation or other matter for which Lanier is the Controlling Party.

(c) Remedy for Failure to Comply. If Lanier reasonably determines that Harris is not for any reason fulfilling its obligations under Section 6.02(a), or if Harris reasonably determines that Lanier is not for any reason fulfilling its obligations under Section 6.02(b), then Harris or Lanier, as the case may be, shall have the right to appoint, at the expense of the other, an independent entity such as a nationally-recognized public accounting or law firm to assist the other in meeting its obligations under this Section 6.02. Such entity shall have complete access, during normal business hours to all books, records and information, and the complete cooperation of all officers and employees, of Harris or Lanier, as the case may be. The remedy provided in this Section 6.02(c) shall not be deemed exclusive.

Article VII

Retention of Records; Access

The Harris Group and the Lanier Group shall (a) in accordance with their then current record retention policy, retain records, documents, accounting data and other information (including computer data) necessary for the preparation and filing of all Tax Returns in respect of taxes of the Harris Group or the Lanier Group for any Period Before Distribution or for the audit of such Tax Returns; and (b) give to the other reasonable access to such records, documents, accounting data and other information (including computer data) and to its personnel (insuring their cooperation) and premises, for the purpose of the review or audit of such Tax Returns to the extent relevant to an obligation or liability of a party under this Agreement. At any time after the Date of Distribution that the Lanier Group proposes to destroy such material or information, they shall first notify the Harris Group in writing and the Harris Group shall be entitled to receive such materials or information proposed to be destroyed.

Article VIII

Disputes

If Harris and Lanier cannot agree on any calculation of any liabilities under this Agreement, such calculation shall be made by any independent public accounting firm acceptable to both Harris and Lanier. The decision of such firm shall be final and binding. The fees and expenses incurred in connection with such calculation shall be borne by the party that such independent public accounting firm determines has lost the dispute.

Article IX

Termination of Liabilities

Notwithstanding any other provision in this Agreement, any liabilities determined under this Agreement shall not terminate any earlier than the expiration of the applicable statute of limitation for such liability. All other covenants under this Agreement shall survive indefinitely.

Article X

Miscellaneous Provisions

Sections 7.3, 7.4, 7.6, 7.7, 7.8, 7.9, 7.10, 7.14, 7.16, 7.17 and 7.18 of the Distribution Agreement shall apply in relevant part to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed
this Agreement as of the day and year first above written.

HARRIS CORPORATION

By /s/ David S. Wasserman
Name: David S. Wasserman
Title: Vice President -
Treasurer

Witness: /s/ Scott T. Mikuen
Name: Scott T. Mikuen

LANIER WORLDWIDE, INC.

By /s/ James A. MacLennan
Name: James A. MacLennan
Title: Executive Vice
President and Chief
Financial Officer

Witness: /s/ J. Michael Kelly
Name: J. Michael Kelly

EMPLOYEE BENEFITS AND COMPENSATION
ALLOCATION AGREEMENT

AGREEMENT, dated as of November 5, 1999 (the "Agreement"), by and between Harris Corporation ("Parent"), a Delaware corporation, and Lanier Worldwide, Inc., a Delaware corporation ("Company").

WHEREAS, the Parent Board of Directors intends to effect the Distribution (as defined herein); and

WHEREAS, Parent and Company wish to provide for the allocation of assets and liabilities and certain other matters with respect to employee benefit plans, executive compensation plans and certain other employee plans and arrangements in connection with the Distribution.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "Company Employee" means each employee of Company, including a Company Transfer Employee.

1.2 "Company SERP" means the Lanier Worldwide, Inc. Supplemental Executive Retirement Savings Plan and the Lanier Worldwide, Inc. Supplemental Executive Retirement Plan.

1.3 "Company Stock Incentive Plan" means the Lanier Worldwide, Inc. Stock Incentive Plan.

1.4 "Company Transfer Employee" means each employee of Parent who becomes an employee of Company on or after the Distribution Date and on or before December 31, 1999.

1.5 "Code" means the Internal Revenue Code of 1986, as amended.

1.6 "Distribution" means the pro rata distribution to Parent's stockholders of a number of shares of Company common stock that is equal to approximately 90% of the shares of Company common stock outstanding after the Distribution Date, as described in the Registration Statement on Form 10 and any amendments thereto filed by the Company with the Securities and Exchange Commission.

1.7 "Distribution Date" has the meaning given to such term in the Registration Statement on Form 10 and any amendments thereto filed by the Company with the Securities and Exchange Commission.

1.8 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.9 "Harris 401(k) Plan" means the Harris Corporation Retirement Plan.

1.10 "Harris Pension Plan" means the Harris Corporation Pension Plan.

1.11 "Parent Employee" means each employee of Parent, including a Parent Transfer Employee.

1.12 "Parent Performance Shares" means performance share awards granted under the Parent Stock Incentive Plan.

1.13 "Parent SERP" means any nonqualified supplemental executive retirement plan maintained for the benefit of Parent employees, or Company Employees who were employed at any time by Parent.

1.14 "Parent Stock Incentive Plan" means the Harris Corporation Stock Incentive Plan.

1.15 "Parent Stock Options" means stock options granted under the Parent Stock Incentive Plan.

1.16 "Parent Transfer Employees" means employees of Company who become employees of Parent on or after the Distribution Date and on or before December 31, 1999.

1.17 "PEP" means the Lanier Worldwide, Inc. Pension Equity Plan.

1.18 "Record Date" has the meaning given to such term in the Registration Statement on Form 10 and any amendments thereto filed by the Company with the Securities and Exchange Commission.

1.19 "SIP" means the Lanier Worldwide, Inc. Savings Incentive Plan, as amended from time to time.

1.20 "Transfer Date" with respect to each Company Transfer Employee or Parent Transfer Employee, means the first date on or after the Distribution Date that he or she is actively at work for Company following a transfer from Parent, or is actively at work for Parent following a transfer from Company, as applicable.

ARTICLE II

RETIREMENT PLANS

2.1 SIP.

(a) In General Company has previously established the SIP for the benefit of its employees. As soon as practicable after the date hereof and effective as of the Distribution Date,

Company shall take, or cause to be taken, all necessary and appropriate action to allow each Company Transfer Employee to be enrolled in the SIP as soon as practicable after his or her Transfer Date. Effective no later than the Distribution Date, Company shall cause the SIP to be amended such that amounts under the SIP after such date shall not be applied to purchase the common stock of Parent.

(b) Service Credit. The employment of each Company Transfer Employee with Parent shall be treated as employment with Company for purposes of eligibility and vesting under the SIP.

(c) Harris 401(k) Plan Transfer. Company shall take such action as is necessary or appropriate to cause the SIP to accept the transfer of the assets and liabilities of the Harris 401(k) Plan described in ss. 2.2(d) of this Agreement (including making amendments, as necessary or appropriate, to the SIP) and to satisfy the requirements of Section 401(a) of the Code and related Code Sections with respect to such transfer.

(d) Parent Employees' SIP Account Balances. As soon as practicable after January 1, 2000, the Company shall cause the SIP to transfer to the Harris 401(k) Plan the assets and liabilities of the SIP attributable to Parent Employees (including any outstanding Parent Employee loans from the SIP).

2.2 Harris 401(k) Plan.

(a) In General. Parent has previously established the Harris 401(k) Plan for the benefit of its employees. As soon as practicable after the date hereof and effective as of the Distribution Date, Parent shall take, or cause to be taken, all necessary and appropriate action to allow each Parent Transfer Employee to be enrolled in the Harris 401(k) Plan as soon as practicable after his or her Transfer Date.

(b) Service Credit. The employment of each Parent Transfer Employee with Company shall be treated as employment with Parent for eligibility and vesting purposes under the Harris 401(k) Plan.

(c) SIP Transfer. Parent shall take such action as is necessary or appropriate to cause the Harris 401(k) Plan to accept the transfer of the assets and liabilities of the SIP described in ss. 2.1(d) of this Agreement (including making amendments, as necessary or appropriate, to the Harris 401(k) Plan) and to satisfy the requirements of Section 401(a) of the Code and related Code Sections with respect to such transfer.

(d) Company Employees' Harris 401(k) Plan Account Balances . As soon as practicable after January 1, 2000, Parent shall cause the Harris 401(k) Plan to transfer to the SIP the assets and liabilities of the Harris 401(k) Plan attributable to Company Employees (including any outstanding Company Employee loans from the Harris 401(k) Plan).

2.3 PEP.

(a) In General. Company has previously established the PEP for the benefit of its employees. As soon as practicable after the date hereof and effective as of the Distribution Date, Company shall take, or cause to be taken, all necessary and appropriate action to allow Company Transfer Employees to be enrolled in the PEP subject to the terms and conditions of the PEP. If the banks in the current credit facilities or any replacement credit facilities provide notice to the Company that they intend to exercise their rights to take security or waive their rights under section 7.3 of the credit facilities, then Company promptly shall provide written notice to the Pension Benefit Guaranty Corporation, with a copy to Parent, after the banks give such notice to Company.

(b) Service Credit. The employment of each Company Transfer Employee with Parent shall be treated as employment with Company for eligibility and vesting purposes under the PEP.

(c) Former Company Employees' PEP Accrued Benefits. Each Parent Employee with a vested benefit in the PEP may request (1) a distribution of the vested portion of his or her PEP accrued benefit as soon as practicable after January 1, 2000, (2) a rollover of the vested portion of his or her PEP accrued benefit to an "eligible retirement plan" (as defined in Section 401(a)(31) of the Code) or (3), if the vested portion of his or her PEP accrued benefit exceeds \$5,000, that the vested portion of his or her accrued benefit remain in the PEP.

(d) PEP Trust Agreement. Parent shall take such action as is necessary or appropriate to cause the assets of the PEP that are invested in the Harris Corporation Master Trust to be transferred to a trust established for the PEP.

2.4 Harris Pension Plan. Parent shall continue to be responsible for any Financial Accounting Statement 87 liability with respect to the Harris Pension Plan, and Parent shall assume all responsibility for the administration and valuation of the Harris Pension Plan before and after the Distribution.

ARTICLE III

SUPPLEMENTAL EXECUTIVE RETIREMENT PLANS

Company shall not assume any liability whatsoever with respect to the Parent SERP, and Parent shall not assume any liability with respect to Company SERP. The Company shall have no right to claim any assets held in a Parent rabbi trust.

ARTICLE IV

STOCK INCENTIVE PLAN

4.1 Establishment of Company Stock Incentive Plan. At or prior to the Distribution Date, Company shall establish the Company Stock Incentive Plan for the benefit of Company Employees who hold outstanding awards under the Parent Stock Incentive Plan at the Distribution Date and such other Company Employees as are designated by the Company to benefit under such Plan (such employees are referred to hereinafter as the "Stock Incentive Employees").

4.2 Stock Options. As soon as practicable after the Distribution Date, the Stock Incentive Employees shall surrender for cancellation their outstanding Parent Stock Options, if any, in exchange for options to purchase shares of Company common stock ("Company Stock

Options"), and Parent Stock Options held by Stock Incentive Employees shall be replaced with options to purchase shares of Company common stock issued under the Company Stock Incentive Plan. The number of shares subject to each Company Stock Option will be determined by multiplying the number of shares subject to each Parent Stock Option by a number equal to (a) the closing price of a share of Parent common stock on the New York Stock Exchange on the Record Date, divided by (b) the opening price of a share of Company common stock on the New York Stock Exchange on the day following the Distribution Date (the "Company Adjustment Ratio"). The price of each Company Stock Option will be determined by dividing the option price of each Parent Stock Option by the Company Adjustment Ratio.

4.3 Performance Shares. As soon as practicable after the Distribution Date, Parent Performance Shares held by the Stock Incentive Employees shall be forfeited, and Company shall issue Company Performance Shares under the Company Stock Incentive Plan to replace such Parent Performance Shares in an amount equal to the result of multiplying the Parent Performance Shares by the Company Adjustment Ratio. The performance targets for such Company Performance Shares shall be established by Company as soon as practicable following the Distribution Date. Notwithstanding the foregoing, prior to the forfeiture of the Stock Incentive Employees' Parent Performance Shares, the Stock Incentive Employees shall be paid all dividends and other distributions accrued with respect to such Parent Performance Shares through and including the Distribution Date including any dividend paid in shares of Company which will be paid in accordance with the terms of the Parent Stock Incentive Plan including withholding for applicable taxes.

ARTICLE V

OTHER BENEFITS

5.1 Cessation or Continuation of Coverage. Effective as of his or her Transfer Date, each Company Transfer Employee, together with dependents thereof, shall cease to be covered by Parent's employee welfare benefit plans, including but not limited to plans, programs, policies and arrangements which provide medical and dental coverage, life and accident insurance and disability coverage (collectively, "Welfare Plans"), and each Parent Transfer Employee, together with dependents thereof, shall cease to be covered by Company's Welfare Plans. Company Employees and their dependents shall continue to be covered under the dependent care spending accounts covering such Company Employees immediately before the Distribution Date ("Pre-Distribution Accounts") through December 31, 1999, and Parent shall continue to administer the Pre-Distribution Accounts under the Accordia contract on behalf of Company Employees and their dependents for claims incurred under the Pre-Distribution Accounts during the calendar year 1999. Company shall pay any administrative costs associated with the administration of the claims described in the immediately preceding sentence and continued participation by each Company Transfer Employee in his or her Pre-Distribution Account during 1999 and after his or her Transfer Date shall be determined under the terms of such Pre-Distribution Account.

5.2 Responsibility for Claims Incurred. Parent shall retain responsibility for all Welfare Plan claims incurred by each Company Transfer Employee and his or her dependents prior to his or her Transfer Date, and Company shall retain responsibility for all Welfare Plan claims incurred by each Parent Transfer Employee and his or her dependents prior to his or her Transfer Date (other than any such claims incurred by Parent Transfer Employees under the Harris Dependent Care Spending Account).

Company shall be responsible for all Welfare Plan claims incurred by each Company Transfer Employee after his or her Transfer Date (other than any such claims incurred by Company Transfer Employees under the Harris Dependent Care Spending Account before January 1, 2000), and Parent shall be responsible for all Welfare Plan claims incurred by each Parent Transfer Employee after his or her Transfer Date. For purposes of this Section, a claim shall be deemed to have been incurred on the date on which medical or other treatment or service was rendered and not the date of the inception of the related illness or injury or the date of submission of a claim related thereto.

5.3 Certain Health Plan Provisions.

(a) In General. Any pre-existing condition requirement in any of Company's Welfare Plans that are medical, dental or health plans shall be waived with respect to Company Transfer Employees only to the extent required by any applicable law, and any pre-existing condition requirement in any of Parent's Welfare Plans that are medical, dental or health plans shall be waived with respect to Parent Transfer Employees only to the extent required by any applicable law.

(b) Company Retirees. Former employees retired from the Company who are covered under any Parent Welfare Plan on August 31, 1999 shall cease to be covered under such Parent Welfare Plan on September 1, 1999 and shall be covered by a Company Welfare Plan starting on that date. Company shall be responsible for any Financial Accounting Statement 106 liability and reporting with respect to such retired Company employees.

5.4 Vacation. Any earned, but not taken, vacation time with Parent of each Company Transfer Employee shall become the responsibility of Company effective as of his or her Transfer Date, and Parent shall cease to have any liability in respect thereof. Any earned, but not

taken, vacation time with Company of each Parent Transfer Employee shall become the responsibility of Parent, and Company shall cease to have any liability in respect thereof.

5.5 Harris Corporation Merit Scholarship Program. Company shall assume the liability for the cost of funding any scholarship for the year 2000 for the child of a Company Employee who has been selected to participate or who is selected to participate in the Harris Corporation Merit Scholarship Program for the year 2000.

Parent shall be responsible for the cost of funding any scholarship for the year 2000 for the child of a Parent Employee who has been selected to participate or who is selected to participate in the Harris Corporation Merit Scholarship Program for the year 2000.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement and the Agreement and Plan of Distribution between Company and Parent dated as of October 22, 1999 (the "Distribution Agreement") shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, discussions, agreements and understandings with respect to such subject matter.

6.2 Indemnity. Except as specifically provided in this Agreement and the Distribution Agreement,

(a) Except as set forth in the Ancillary Workers Compensation Agreement, Company shall be responsible for any and all Liabilities or Losses (as such terms are defined in the Distribution Agreement) relating to the employment of Company Employees or former Company Employees by the Company without regard to whether such Liabilities or Losses are

incurred before, on or after the Distribution Date and shall indemnify and hold Parent harmless for such Liabilities and Losses; and

(b) Parent shall be responsible for any and all Liabilities or Losses relating to the employment of Parent Employees or former Parent Employees by Parent without regard to whether such Liabilities or Losses are incurred before, on or after the Distribution Date and shall indemnify and hold Company harmless for such Liabilities and Losses. Otherwise, the indemnification provisions of Article III of the Distribution Agreement shall be applicable to this Agreement and are hereby incorporated herein by reference.

6.3 Claims and Dispute Resolution. The claims and dispute resolution provisions of Article V of the Distribution Agreement shall be applicable to this Agreement and are hereby incorporated herein by reference.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

6.5 Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Parent:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919

Attention: Corporate Secretary
Telephone: (407) 727-9163
Facsimile: (407) 727-9222

With a copy to:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919

Attention: Scott T. Mikuen
Telephone: (407) 727-9125
Facsimile: (407) 727-9234

To Company:

Lanier Worldwide, Inc.
2300 Parklake Drive, N.E.
Atlanta, Georgia 30345

Attention: General Counsel
Telephone: (770) 621-1063
Facsimile: (770) 621-1073

6.6 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

6.7 Successors and Assigns. Neither party may assign its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective subsidiaries and should not be deemed to confer upon third

parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

6.9 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.10 Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any Jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render such provision unenforceable in any other jurisdiction.

6.11 Access to Information. Company and Parent shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Agreement (including Parent files relating to retired company employees and premium reconciliation for billing and collections through the Distribution Date).

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first hereinabove written.

ATTEST:

/s/ Scott T. Mikuen
Name: Scott T. Mikuen
Title: Assistant Secretary

HARRIS CORPORATION

By:/s/ David S. Wasserman
Name: David S. Wasserman
Title: Vice President - Treasurer

ATTEST:

/s/ J. Michael Kelly
Name: J. Michael Kelly
Title: Secretary

LANIER WORLDWIDE, INC.

By:/s/ James A. MacLennan
Name: James A. MacLennan
Title: Executive Vice President and
Chief Financial Officer

INTELLECTUAL PROPERTY LICENSE AGREEMENT

BY AND BETWEEN

HARRIS CORPORATION

AND

LANIER WORLDWIDE, INC.

DATED AS OF NOVEMBER 5, 1999

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (this "Agreement") is entered into as of November 5, 1999 (the "Effective Date") by and between Harris Corporation, a corporation organized under the laws of the State of Delaware ("Harris"), and Lanier Worldwide, Inc., a corporation organized under the laws of the State of Delaware ("Lanier").

WHEREAS, on November 5, 1999 (the "Distribution Date"), Harris intends to make a pro rata distribution ("Distribution") to its stockholders of approximately 90% of the shares of common stock, par value \$0.01 per share, of Lanier outstanding as of the Distribution Date; and

WHEREAS, in connection with the Distribution, Harris and Lanier wish to provide (a) for the license by Harris to Lanier of patents and related intellectual property owned by Harris on the Distribution Date and (b) for the sublicense by Harris to Lanier of patents and related intellectual property which has been licensed to Harris on or prior to the Distribution Date, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS:

For the purpose of this Agreement:

"Lanier Field of Use" means the scope of Lanier's business as described in the Registration Statement on Form 10 filed with the Securities and Exchange Commission in connection with the Distribution.

"Lanier Products" means its products, systems, or services that are designed, made, used, sold, exchanged or otherwise disposed of by or on behalf of Lanier in the Lanier Field of Use.

"Patents" means the patents and applications for patents owned and controlled by Harris anywhere as of the date of this Agreement, or under which Harris has the right to grant licenses or sublicenses of the scope herein granted. Notwithstanding the above, Patents do not include Patents owned or controlled by any third party under which Harris is obligated to pay royalties or other consideration to such third party, to the extent such payment would be caused or increased as a result of an extension of license protection to Lanier, or if such license or sublicense to Lanier is restricted, prohibited or would result in any other adverse impact upon Harris.

ARTICLE 2 - LICENSES GRANTED AND COVENANT

- 2.1 Subject to the terms and conditions of this Agreement, Harris hereby grants to Lanier a NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE LICENSE, WITHOUT THE RIGHT TO SUBLICENSE (except as specifically permitted hereunder), to the Patents and related technology which are owned and controlled by Harris to make and Have Made, offer to sell, sell, distribute and use Lanier Products, including, without limitation, practicing any method or process involved in the manufacture, testing, assembly, packaging, shipping, transportation of Lanier Products or use thereof, under the Patents and related technology for the life of those Patents, but only in the Lanier Field of Use. Subject to the terms and conditions of this Agreement, Lanier may sublicense any rights granted hereunder to any distributor, subcontractor or agent of Lanier as reasonably necessary for the use or resale by such parties of Lanier Products.
- 2.2 Subject to the terms and conditions of this Agreement, Harris hereby covenants not to sue Lanier, its customers, manufacturers, distributors, subcontractors, end users or agents for infringement of any of the Patents and related technology based upon the manufacture, use, sale, offer for sale or distribution of the Lanier Products.
- 2.3 Subject to the terms and conditions of this Agreement, Harris hereby grants to Lanier a NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE LICENSE, WITHOUT THE RIGHT TO SUBLICENSE (except as specifically permitted hereunder), the Patents which have been licensed to Harris from third-parties prior to the date hereof to make and Have Made, offer to sell, sell, distribute and use Lanier Products including, without limitation, practicing any method or process involved in the manufacture, testing, assembly, packaging, shipping, transportation of Lanier Products or use thereof, under such Patents for the life of those Patents, but only in the Lanier Field of Use.
- 2.4 No rights or licenses are herein granted to Lanier, expressly or by implication, to use any Patents or practice under any Patents, other than in accordance with this Article 2.
- 2.5 Notwithstanding anything herein to the contrary, no license or sublicense is granted to Lanier hereunder if any such license or sublicense would require the consent of a third party or is not otherwise able to be licensed by Harris under the terms of any license agreement or other obligations or instruments binding upon Harris. Similarly, no license or sublicense is granted to Lanier hereunder if any such license or sublicense would require Harris to pay royalties or other consideration to a third party or would otherwise adversely impact Harris.
- 2.6 A license to "Have Made" shall mean a license granted to a party to subcontract only a portion of the manufacture or assembly of a Lanier Product to a manufacturer, for the sole account of and for use or resale by Lanier of Lanier

Products. Notwithstanding the above, the immunity granted herein to the manufacturer under the "Have Made" license shall not extend to the sale by such a manufacturer of a product to a third party regardless of the origin of the product design or manufacture or assembly of a complete product or a portion thereof.

- 2.7 The parties acknowledge that Lanier is a beneficiary under that certain Photocopy License ("License") between Harris and the Copyright Clearance Center pursuant to which Lanier is permitted to reproduce and distribute certain copyrighted works. Harris agrees to use commercially reasonable efforts to amend the Photocopy License to permit Lanier to continue to exercise the rights granted to Lanier under the Photocopy License. If Lanier fails to obtain such amendment, Harris shall refund to Lanier the unamortized portion of any license fees prepaid by Lanier under the Photocopy License as of the Distribution Date.

ARTICLE 3 - PROPRIETARY INFORMATION

- 3.1 The Patents and related technology are owned by Harris. It is recognized by the parties that such technology is, and shall remain, the sole property of Harris, and that such represent property of Harris developed at considerable time, effort, and expense. The Patents and related technology owned or controlled by third-parties and sublicenses hereunder are owned by Harris and other parties. Lanier shall not have any ownership rights in any such patents or related technology.

ARTICLE 4 - DURATION AND TERMINATION

- 4.1 This Agreement shall come into effect upon the Effective Date and shall continue until the sooner to occur of (a) the breach by Lanier of the provisions of this Agreement and failure to cure such breach within 30 days following written notice of such breach by Harris, or (b) the expiration of the last of the Patents to expire.
- 4.2 Upon any termination or expiration of this Agreement, Lanier shall cease using the Patents and shall promptly return all such documents and all copies of the same to Harris.

ARTICLE 5 - PATENT AND INTELLECTUAL PROPERTY LIABILITY

The Patents and related technology are licensed or sublicensed to Lanier "AS IS" without representation or warranty, express or implied, including without limitation any representation or warranty that practicing the Patents does not result in the infringement of intellectual property rights of any third party.

Lanier shall be solely responsible and liable for any claim, damage, cost, expense or liability it incurs arising out of threatened or claimed infringements of Patents or other rights resulting from its use of the Patents, or its activity in the manufacture, assembly, use sale, testing, maintenance or repair, or other disposition of products. LANIER ACKNOWLEDGES AND AGREES THAT IT MAY

NOT BRING ANY CLAIMS OR OTHERWISE RECOVER ANY AMOUNT FROM HARRIS BY VIRTUE OF EXERCISE OF THE RIGHTS GRANTED HEREUNDER.

Lanier agrees and acknowledges that Harris shall not be liable directly or indirectly or as an indemnitor of Lanier (or Lanier's vendors) as a consequence of any licenses or sublicenses granted hereunder.

ARTICLE 6 - GOVERNING LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of New York.

ARTICLE 7 - ARBITRATION

Any dispute, disagreement, or question arising out of or relating to or consequence of this Agreement, or to its construction or performance thereof, shall be resolved in accordance with Article V of the Agreement and Plan of Distribution, entered into by and between Harris and Lanier.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Lanier shall not have the right to assign this Agreement to any third party, by agreement, operation of law, or otherwise, without the prior written consent of Harris, which may be unreasonably withheld by Harris in its sole discretion.
- 8.2 This Agreement may be assigned by a party to any company or concern acquiring substantially the entire business of such party relating to Patents licensed hereunder, provided such assignee first agrees in writing to be bound by all terms and conditions of this Agreement including the obligations of such party hereunder.
- 8.3 Lanier shall defend, indemnify and hold Harris and its customers harmless from and against all claims, causes of action, lawsuits, loss, expenses, obligations, damages, and liability, including costs of defense and reasonable attorneys fees, whether in contract or tort (including negligence and strict liability), as a result of property damage, personal injuries or death of any persons arising out of, or proximately caused by, in whole or in part, any action or inaction by Lanier or any defect (including any design defect) attributable to or involving the manufacture, use, lease or sale of the Lanier Products.
- 8.4 This Agreement does not constitute a party as an agent, legal representative, partner or affiliate of the other for any purpose whatsoever, and it is understood that neither party is in any way authorized to make any contract, agreement, warranty, or representation on behalf of the other, or create any obligation, express or implied, on behalf of the other.

- 8.5 This Agreement contains the entire agreement between the parties hereto respecting the subject matter hereof and there are no representations, understandings, or agreements, oral or written, which are not expressly included herein.
- 8.6 In the event that any one or more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule, or regulations of any government having jurisdiction over the parties hereto, such illegibility or unenforceability shall not affect the validity and enforceability of the other provisions hereof, and the parties hereto shall agree upon a modification to this Agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability.

IN WITNESS WHEREOF, LANIER and HARRIS have caused this Agreement to be executed, in duplicate, by their respective duly authorized officers on the dates first above written.

LANIER WORLDWIDE, INC.

By: /s/ James A. MacLennan
Name: James A. MacLennan
Title: Executive Vice President and Chief Financial Officer
Date: November 5, 1999

HARRIS CORPORATION

By: /s/ David S. Wasserman
Name: David S. Wasserman
Title: Vice President - Treasurer
Date: November 5, 1999

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated November 5, 1999 (this "Agreement"), between Lanier Worldwide, Inc., a Delaware corporation ("Issuer"), and Harris Corporation, Inc., a Delaware corporation ("Stockholder").

WHEREAS, on November 5, 1999 (the "Distribution Date") Stockholder intends to make a pro rata distribution to its stockholders of approximately 90% of the shares of common stock, par value \$0.01 per share, of Issuer (the "Common Stock") outstanding as of the Distribution Date; and

WHEREAS, Stockholder intends to retain approximately 10% of the shares of Common Stock outstanding as of the Distribution Date, and/or transfer some or all of such retained shares to one or more of its direct or indirect majority-owned subsidiaries and cause any such subsidiaries to retain them (any such subsidiary, a "Seller" and such shares so retained by Stockholder or any Seller, the "Shares");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.01 Definitions. Capitalized terms used but not defined in this Agreement have the respective meanings ascribed to such terms in the Distribution Agreement. In addition, the following terms shall have the following meanings:

(a) "Commission" means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act, as applicable, whichever is the relevant statute.

- (b) "Common Stock" has the meaning set forth in the Recitals.
- (c) "Demand Registration Statement" has the meaning set forth in Section 2.02(a).
- (d) "Distribution Agreement" has the meaning set forth in the Recitals.
- (e) "Distribution Date" has the meaning set forth in the Recitals.
- (f) "Effective Period" has the meaning set forth in Section 2.02(c).
- (g) "Exchange Act" means the Securities Exchange Act of 1934, as amended or any similar successor federal statute and the rules and regulations of the Commission thereunder, all as shall be in effect from time to time.
- (h) "Expenses" has the meaning set forth in Section 2.04.
- (i) "Indemnified Party" has the meaning set forth in Section 2.05(c).
- (j) "Indemnifying Party" has the meaning set forth in Section 2.05(c).
- (k) "Inspectors" has the meaning set forth in Section 2.03(a)(iv).
- (l) "Issuer" has the meaning set forth in the Preamble.
- (m) "Person" means any individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.
- (n) "Records" has the meaning set forth in Section 2.03(a)(iv).
- (o) "Registered Shares" means the Shares of which resales by the Stockholder and the Sellers have been registered under the Registration Statement.

(p) "Registration Statement" has the meaning set forth in Section 2.02(b).

(q) "Release Date" has the meaning set forth in Section 2.01(a).

(r) "Securities" means the Shares until, in the case of any particular Share, it is (i) disposed of in accordance with the Registration Statement, (ii) distributed to the public pursuant to Rule 144 under the Securities Act or (iii) no longer owned of record or beneficially by Stockholder or any Seller.

(s) "Seller" has the meaning set forth in the Recitals.

(t) "Securities Act" means the Securities Act of 1933, as amended or any similar successor federal statute and the rules and regulations of the Commission thereunder, all as shall be in effect from time to time.

(u) "Shares" has the meaning set forth in the Recitals.

(v) "Shelf Registration Statement" has the meaning set forth in Section 2.02(b).

(w) "Stockholder" has the meaning set forth in the Preamble.

(x) "Termination Date" has the meaning set forth in Section 2.02(c).

1.02 Headings. The descriptive headings of the several sections and paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II

RESTRICTIONS AND RIGHTS

2.01 Restrictions. (a) During the period beginning on the Distribution Date and ending on the 180th calendar day following the Distribution Date (such date, the "Release Date"), Stockholder shall not, and shall cause each Seller not to, offer, sell, contract to sell or otherwise dispose of any of the Shares. Any contrary provision of this Agreement notwithstanding, no provision of this Agreement shall prohibit, limit, restrict or pertain to the offer, sale, disposition or voting of shares of Common Stock (i) distributed in respect of shares of Stockholder's common stock granted pursuant to Stockholder's performance share award program, (ii) held by any savings plan in which directors, officers or employees of Stockholder may be entitled to participate, or (iii) in connection with the transfer of any Shares among Stockholder, any Seller and any other direct or indirect majority-owned subsidiary of Stockholder.

(b) On any matter subject to a vote of stockholders of Issuer, Stockholder shall vote or cause to be voted all of the Shares owned by it or any Seller of record and/or of which it or any Seller is the beneficial owner in proportion to the aggregate votes cast by other stockholders of Issuer entitled to vote on such matter.

2.02 Registration Rights. (a) At any time during the period of time following the 120th calendar day following the Distribution Date and terminating on the second anniversary of the Distribution Date, Stockholder shall have the right on two occasions to require Issuer to file with the Commission a registration statement under the Securities Act providing for the registration under the Securities Act of all or a portion of the Shares held by Stockholder and any Sellers (each, a "Demand Registration Statement"), one of which may be a Shelf Registration Statement. As promptly as practicable, but in no event later than 30 calendar days after Issuer receives a written request from Stockholder to file the Demand Registration Statement, Issuer shall file with the Commission and thereafter cause to be declared effective promptly the related Demand Registration Statement with respect to such

number of Shares as Stockholder shall have demanded be registered.

(b) As promptly as practicable, but in no event later than 30 calendar days after Issuer receives a written request from Stockholder therefor (which request must be given during the Effective Period, which written request shall be counted as one of the two demand rights that Stockholder holds pursuant to Section 2.02(a), Issuer shall cause to be filed in conformity with the requirements of the Securities Act a "shelf" registration statement on any appropriate form pursuant to Rule 415 under the Securities Act (including all amendments thereto, a "Shelf Registration Statement" and, collectively with any Demand Registration Statement, a "Registration Statement") in respect of the resale from time to time by Stockholder and any Sellers, in the manner designated by Stockholder in its request, of the number of Shares designated by Stockholder in its request.

(c) Prior to filing any Registration Statement, Issuer will furnish a draft thereof to Stockholder and shall not file such Registration Statement without Stockholder's prior written consent, which consent shall not be unreasonably withheld. Issuer shall use its reasonable efforts to cause such Registration Statement to be declared effective under the Securities Act within 60 calendar days after the receipt of the request therefor and shall use its reasonable efforts to keep such Registration Statement continuously effective under the Securities Act during the period of time (such period of time, the "Effective Period") following the initial effectiveness of the Registration Statement and terminating upon the earlier to occur of the date that (i) Stockholder and its direct and indirect majority-owned subsidiaries no longer hold any Securities or (ii) is the second anniversary of the Distribution Date (the "Termination Date"); provided, however, that the Termination Date shall be extended by any period of time Stockholder or any Seller may be unable to effect sales of Registered Shares under Sections 2.03(b) or 2.03(c). Each Registration Statement shall relate only to the offer and sale of Shares by Stockholder and any Sellers and shall not relate to the offer and sale of securities other than the Shares or to offers or sales by any person or entity other than Stockholder and any Sellers.

2.03 Registration Procedures. (a) In connection with any Registration Statement, and in accordance with the intended method or methods of distribution of the Registered Shares as described in writing by Stockholder and set forth in such Registration Statement or any prospectus supplement contained therein, Issuer shall, as soon as reasonably practicable (and, in any event, subject to the terms of this Agreement, at or before the time required by applicable laws and regulations), but only during the Effective Period:

(i) promptly amend the Registration Statement and amend or supplement the prospectus incorporated therein (A) to cover additional Shares, in the event that the number of Shares shall be increased as a result of a stock split or similar event following the issuance of any Shares, (B) if required by the registration form utilized by Issuer for the Registration Statement or by the instructions applicable to such registration form or otherwise required by the Securities Act or the rules and regulations thereunder, (C) at the request of Stockholder, to describe the intended method or methods of distribution of the Registered Shares pursuant to a written description furnished by Stockholder, and (D) to the extent necessary to ensure that the Registration Statement, any prospectus incorporated therein, and any amendment or supplement thereto, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, in the light of the circumstances under which they were made) not misleading; and use its reasonable efforts to cause any such amendment to the Registration Statement to be declared effective as soon as practicable after the filing thereof; provided, however, that Issuer shall furnish copies of such amendment at a reasonable time prior to the filing thereof and shall not make any such filing to which Stockholder shall have reasonably and timely objected; and provided, further, that the foregoing proviso shall not apply to any document filed by Issuer pursuant to the Exchange Act which is, or is deemed to be, incorporated by reference in any Registration Statement or any prospectus or prospectus supplement;

(ii) furnish without charge to Stockholder, any sales or placement agent and any underwriter of Registered Shares, a reasonable number of copies of the Registration Statement and each amendment thereto (in each case including all exhibits thereto), each prospectus or prospectus supplement included in the Registration Statement (including each preliminary prospectus) and any amendments or supplements thereto and (upon request by Stockholder) any documents incorporated therein by reference;

(iii) comply with the provisions of the Securities Act and all applicable rules and regulations of the Commission with respect to the disposition of all Registered Shares covered by the Registration Statement in accordance with the intended method or methods of distribution thereof set forth in the Registration Statement or any prospectus supplement contained therein;

(iv) make available for inspection by Stockholder or by any underwriter, attorney, accountant or other agent retained by Stockholder or any Seller (collectively, the "Inspectors") financial and other records and pertinent corporate documents of Issuer (collectively, the "Records"), provide the Inspectors with opportunities to discuss the business of Issuer with its officers, and provide opportunities to discuss the business of Issuer with the independent public accountants who have certified its most recent annual financial statements, in each case to the extent but only to the extent reasonably necessary to enable Stockholder or any underwriter retained by Stockholder or any Seller to conduct a "reasonable investigation" for purposes of Section 11(a) of the Securities Act. Records which Issuer determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed to any Inspector unless such Inspector enters into a confidentiality agreement in customary form and reasonably acceptable to such parties and Issuer and which provides that Records shall not be disclosed to third parties unless (A) the disclosure of such Records is necessary to avoid or correct a misstatement of a material fact or omission to state a

material fact in the Registration Statement, (B) the disclosure of such Records is required by any court or governmental body with jurisdiction over Stockholder or such Inspector or (C) all of the information contained in such Records has been made generally available to the public. Stockholder will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction or by any governmental body, promptly give prior notice to Issuer and allow Issuer, at its expense, to undertake appropriate action to prevent disclosure of those Records deemed confidential;

(v) promptly notify Stockholder, each sales or placement agent and each underwriter of Registered Shares (A) when the Registration Statement or any related prospectus or any amendment or supplement has been filed, and, with respect to the Registration Statement or any amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments or supplements to the Registration Statement or the related prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (D) of the receipt by Issuer of any notification with respect to the suspension of the qualification of the Registered Shares for sale in any jurisdiction or the initiation of any proceeding for such purpose or (E) of the happening of any event which makes any statement in the Registration Statement or any post-effective amendment thereto, prospectus or any amendment or supplement thereto, or any document incorporated therein by reference, untrue in any material respect or which requires the making of any changes in the Registration Statement or any prospectus, or amendment or supplement thereto, so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, in the light of the circumstances under which they were made) not misleading;

(vi) use its reasonable efforts to obtain the withdrawal of any order suspending the effectiveness

of the Registration Statement or any post-effective amendment thereto;

(vii) use its reasonable efforts to register or qualify the Registered Shares for offer and sale under such securities or "blue sky" laws of such jurisdictions as Stockholder, any sales or placement agent or underwriter of Registered Shares shall reasonably request in writing at least 10 days prior to the closing of any particular sale pursuant to the Registration Statement; provided, however, that Issuer shall not be required for any such purpose to (A) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for the requirements of this Section 2.03(a)(vii), (B) consent to general service of process in any such jurisdiction, provided that Issuer shall execute consents to service of process in the forms customarily requested in connection with the Registration Statement or qualification of securities under state or securities or "blue sky" laws, (C) subject itself to taxation in any such jurisdiction in which it is not already so subject, or (D) make any changes to its certificate of incorporation or bylaws or enter into any undertakings with respect to its corporate affairs other than undertakings customarily given in connection with qualifications of securities for sale which do not restrict the conduct of its business;

(viii) use its reasonable efforts to cause the Shares to be listed for trading on the New York Stock Exchange, Inc. or such other securities exchange or interdealer quotation system on which shares of Common Stock may be traded or listed and to cause the Registered Shares to be registered with or approved by such other governmental agencies or authorities within the United States (except as may be required as a consequence of the nature of Stockholder's business) as may be necessary by virtue of the markets on which the Registered Shares are listed or quoted to enable Stockholder any Seller to consummate the disposition of the Registered Shares;

(ix) cooperate with Stockholder and any sales or placement agent or underwriter of Registered Shares to

facilitate the timely preparation and delivery of certificates representing Registered Shares to be sold pursuant to the Registration Statement, which certificates shall not bear any restrictive legends except as required by law or, in the case of certificates held by The Depository Trust Company or any similar depository, as customarily borne by securities held by such depository; and, in the case of an underwritten offering, enable such Registered Shares to be in such denominations and registered in such names as the managing underwriter or underwriters thereof may request in writing at least two business days prior to any sale of the Registered Shares;

(x) enter into such agreements (including an underwriting agreement or placement agency agreement) as are customary in transactions of the kind contemplated by the intended method or methods of distribution of the Registered Shares set forth in the Registration Statement and reasonably acceptable to Issuer, and take such other actions as are reasonably necessary in connection therewith in order to expedite or facilitate the disposition of Registered Shares; and (A) make such representations and warranties with respect to the Registration Statement or any post-effective amendment or supplement thereto, prospectus or any amendment or supplement thereto, and documents incorporated by reference, if any, to Stockholder, any Seller and the sales or placement agent or underwriters of the Registered Shares in form, substance and scope as are customary in connection with transactions of such kind; (B) if requested by the managing underwriters or lead placement agent of the Registered Shares, obtain an opinion of outside counsel to Issuer in customary form and covering matters of the type customarily covered by such an opinion, addressed to such sales or placement agent or underwriters named in the underwriting agreement and dated the date of the closing of the sale of the Registered Shares relating thereto (provided that such opinion shall be dated as of a single date and no updates thereof shall be required); (C) if requested by the managing underwriters or lead placement agent of the Registered Shares, (I) obtain a "comfort" letter (or, if a "comfort" letter may not be delivered under applicable accounting pronouncements or standards, a single

"procedures" letter) and a single update thereof from each of the independent certified public accountants who have certified the most recent audited financial statements that are incorporated by reference in the Registration Statement, which letters shall be addressed to the sales or placement agent or any underwriter of Registered Shares and shall be dated the date of the prospectus used in connection with an offering of Registered Shares and/or the date of the closing of the sale of Registered Shares, such letter or letters to be in customary form and covering such matters of the type customarily covered by "comfort" letters of such type, and (II) use its reasonable efforts to have such letter addressed to Stockholder and/or any Seller; (D) deliver such documents and certificates as may be reasonably requested by Stockholder, any Seller and the sales or placement agent or any underwriter of Registered Shares to evidence compliance with any conditions contained in the underwriting agreement or other agreement entered into by Issuer; and (E) undertake such obligations relating to expense reimbursement, indemnification and contribution as provided in Sections 2.03 and 2.04 of this Agreement; provided, however, that notwithstanding any other provision of this Agreement, Issuer shall have no obligation to enter into more than two agreements covering firm commitment underwritings of publicly offered Registered Shares pursuant to this Agreement;

(xi) use reasonable efforts to make available to its security holders an earnings statement, as soon as reasonably practicable but in no event later than 90 days after the end of the period of twelve months commencing on the first day of any fiscal quarter next succeeding each sale by Stockholder and/or any Seller of Registered Shares, which earnings statement shall cover such twelve month period and shall satisfy the provisions of Section 11(a) of the Securities Act and may be prepared in accordance with Rule 158 under the Securities Act; provided, that Issuer's obligations under this paragraph (xi) may be satisfied by the timely filing of quarterly or annual reports under the Exchange Act containing the information specified by Rule 158; and

(xii) use its reasonable efforts to assist Stockholder and/or any Seller in marketing the Securities, including causing its executive officers to participate in such "road show" presentations and conference calls as may be customary in the marketing of equity securities; provided, however, that Stockholder shall cause the managing underwriters or placement agents of any Securities to give such executives reasonable advance notice concerning the scheduling of any such presentation or call and provided, further, that such presentations and conference calls shall be scheduled with the understanding that the regular responsibilities of such executive officers will take priority over any such activities.

(b) In the event that Issuer would be required to provide the notice contemplated by Section 2.03(a)(v)(E) to Stockholder or any sales or placement agent or underwriter, Issuer shall, as promptly as practicable, prepare and furnish to Stockholder and each sales or placement agent or underwriter a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to purchasers of Registered Shares, such prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Upon receipt of any notice from Issuer pursuant to Section 2.03(a)(v)(C), (D) or (E), Stockholder shall, and shall cause each Seller to, and shall use its reasonable efforts to cause any sales or placement agent or underwriter of Registered Shares to, forthwith discontinue disposition of Registered Shares until such Person shall have received copies of such amended or supplemented prospectus and, if so directed by Issuer, to destroy or to deliver to Issuer all copies, other than permanent file copies, then in its possession of the prospectus (prior to such amendment or supplement) covering the Registered Shares as soon as practicable after Stockholder's receipt of such notice; provided, however, with respect to a notice pursuant to Section 2.03(a)(v)(D), Stockholder shall be obligated to comply with the covenant set forth in this sentence only with respect to the jurisdiction to which such notice relates.

(c) In the event that the Board of Directors of Issuer, as determined by majority vote thereof, provides written notice to Stockholder (accompanied by a resolution of the board setting forth the following) that it has determined that in order for Stockholder or any Seller to effect sales of Registered Shares under a Registration Statement, Issuer would have to disclose material nonpublic information which, if disclosed at such time, would be materially harmful to Issuer and its stockholders, then, for a period not to exceed 60 days from the date of receipt of such notice, Stockholder agrees not to effect, and shall cause each Seller and any sales or placement agent or underwriter not to effect, any such sales of such Registered Shares under such Registration Statement; provided that Issuer may not exercise this deferral right more than once in any consecutive twelve-month period; and provided, further, that nothing in this paragraph shall prohibit or restrict Stockholder or any Seller from effecting sales or transfers otherwise than under a Registration Statement.

(d) Stockholder shall furnish to Issuer in writing such information regarding Stockholder, any Seller and its or their intended method of distribution of the Registered Shares as Issuer may from time to time reasonably request in writing, but only to the extent that such information is required in order for Issuer to comply with its obligations under all applicable securities and other laws and to ensure that the prospectus relating to the Registered Shares conforms to the applicable requirements of the Securities Act and the rules and regulations thereunder. Stockholder shall notify Issuer as promptly as practicable of any inaccuracy or change in information previously furnished in writing by Stockholder to Issuer or of the occurrence of any event, in either case as a result of which any prospectus relating to the Registered Shares contains or would contain an untrue statement of a material fact regarding Stockholder, any Seller or its or their intended method of distribution of the Registered Shares or omits to state any material fact regarding Stockholder, any Seller or its or their intended method of distribution of the Registered Shares required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and promptly furnish to Issuer any additional information required to correct and update any previously

furnished information or required so that such prospectus shall not contain, with respect to Stockholder, any Seller or the distribution of the Registered Shares, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) Issuer, Stockholder, each Seller and all of their respective officers and directors will comply with the provisions of Regulation M promulgated by the Commission, as applicable to them in connection with sales of Registered Shares.

2.04 Registration Expenses. Issuer agrees to bear and to pay, or cause to be paid, promptly upon request being made therefor, all expenses incident to Issuer's performance of or compliance with this Agreement, including, without limitation: (a) all Commission and any National Association of Securities Dealers registration and filing fees and expenses, (b) all fees and expenses in connection with the qualification of the Registered Shares for offering and sale under state securities or "blue sky" laws referred to in Section 2.03(a)(vii) hereof, including reasonable fees and disbursements of counsel for any sales or placement agent or underwriter in connection with such qualifications, (c) all expenses relating to the preparation, printing, distribution and reproduction of any Registration Statement, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the certificates representing the Registered Shares and all other documents relating hereto, (d) internal expenses of Issuer (including, without limitation, all salaries and expenses of Issuer's officers and employees performing legal or accounting duties), (e) fees, disbursements and expenses of Issuer's counsel and its other advisors and experts and independent certified public accountants of Issuer (including the expenses of any opinions or "comfort" letters required by or incident to such performance and compliance), and (f) the fees and expenses incurred in connection with the listing or quotation of the Registered Shares on the New York Stock Exchange, Inc. or any other stock exchange or dealer quotation system on which the Common Stock shall at such time be listed or traded (collectively, the "Expenses"). To the extent that any

Expenses are incurred, assumed or paid by Stockholder, any Seller or any sales or placement agent or underwriter of Registered Shares, Issuer shall reimburse such Person for the full amount of the Expenses so incurred, assumed or paid promptly after receipt of a written request therefor, which shall specify in reasonable detail the nature and amount of the Expenses. Notwithstanding the foregoing, Stockholder shall pay or cause to be paid, as appropriate, (a) all agency fees and commissions and underwriting discounts and commissions attributable to the sale of the Registered Shares by or on behalf of Stockholder or any Seller, (b) all out-of-pocket expenses and disbursements arising out of or related to any marketing efforts undertaken pursuant to Section 2.03(a)(xii) of this Agreement, (c) the fees, disbursements and expenses of counsel to Stockholder or any Seller in connection with the offering and sale of the Registered Shares, (d) the disbursements and expenses of any placement agents or underwriters in connection with the offering and sale of the Registered Shares, and (e) all transfer taxes applicable to the sale of the Registered Shares.

2.05 Indemnification; Contribution.

(a) Indemnification by Issuer. Issuer shall, and it hereby agrees to, (i) indemnify, defend and hold harmless Stockholder and each Seller, and each Person who participates as a sales or placement agent or underwriter in any offering or sale of the Registered Shares, against any losses, claims, damages or liabilities to which Stockholder, any Seller or such agent or underwriter may become subject, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (A) an untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, or any preliminary or final prospectus contained therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (B) any violation by Issuer of any federal, state or other law applicable to Issuer in connection with such registration, and (ii) reimburse Stockholder, each Seller and any such agent or underwriter for any legal or other out-of-pocket expenses reasonably

incurred by them in connection with investigating or defending any such action, proceeding or claim; provided, however, that Issuer shall not be liable to any such Person in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement, or preliminary or final prospectus, or amendment or supplement thereto, in reliance upon and in conformity with written information furnished to Issuer by any such Person expressly for use therein, or by such Person's failure to furnish Issuer, upon written request, with the information with respect to such Person, or Stockholder's intended method of distribution, that is the subject of the untrue statement or omission.

(b) Indemnification by Stockholder. Stockholder agrees to (i) indemnify, defend and hold harmless Issuer, and each Person who participates as a sales or placement agent or underwriter in any offering or sale of the Registered Shares, against any losses, claims, damages or liabilities to which Issuer may become subject, insofar as such losses, claims, damages or liabilities (including any amounts paid in settlement as provided herein), or actions or proceedings in respect thereof, arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, or any preliminary or final prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to Issuer by Stockholder expressly for use therein, and (ii) reimburse Issuer and any such agent or underwriter for any legal or other out-of-pocket expenses reasonably incurred by them in connection with investigating or defending any such action, proceeding or claim; provided, however, that the liability of Stockholder shall be limited to the proceeds received by Stockholder and each Seller from the sale of Registered Shares under such Registration Statement.

(c) Notice of Claims, Etc. Promptly after receipt by any party which is entitled to assert a right to indemnification under Section 2.05(a) or (b) (each, an "Indemnified Party"), of written notice of the commencement of any action or proceeding as to which such Indemnified Party is entitled to indemnification under Section 2.05(a) or (b), such Indemnified Party shall, without regard to whether a claim in respect thereof is to be made against the party against whom such right to indemnification may be asserted (an "Indemnifying Party"), notify such Indemnifying Party in writing of the commencement of such action or proceeding; but the omission so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which it may have to the Indemnified Party in respect of such action or proceeding on account of the indemnification provisions of or contemplated by Section 2.05(a) or (b) unless the Indemnifying Party was materially prejudiced by such failure of the Indemnified Party to give such notice, and in no event shall such omission relieve the Indemnifying Party from any other liability it may have to such Indemnified Party. In case any such action or proceeding shall be brought against any Indemnified Party and it shall notify an Indemnifying Party of the commencement thereof, such Indemnifying Party shall be entitled to participate therein and, to the extent that it shall determine, jointly with any other Indemnifying Party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Party, and, after notice from the Indemnifying Party to the Indemnified Party of its election so to assume the defense thereof, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or any other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation (unless the Indemnified Party reasonably objects to such assumption on the grounds that there may be defenses available to it which are in conflict with defenses available to the Indemnifying Party, in which event the Indemnified Party shall have the right to control its defense and shall be reimbursed by the Indemnifying Party for the expenses incurred in connection with retaining separate counsel, which shall be limited to a single law firm in each jurisdiction). If the Indemnifying Party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel for all

Indemnified Parties with respect to such claim. The Indemnifying Party will not be subject to any liability for any settlement made without its consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party will consent to entry of any judgment or enter into any settlement agreement which does not include, as an unconditional term thereof, the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation.

(d) Contribution. If, for any reason (other than a reason specified herein), the indemnification provisions contemplated by Section 2.05(a) or (b) hereof are unavailable to hold harmless an Indemnified Party in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative fault of, and benefits derived by, the Indemnifying Party and the Indemnified Party, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or by such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.05(d) were determined (i) by pro rata allocation (even if Stockholder, or any Sellers, or any agents for, or underwriters of, the Registered Shares, or any or all of them, were treated as one entity for such purpose); or (ii) by any other method of allocation which does not take account of the equitable considerations referred to in this Section 2.05(d). The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to above shall be deemed to include (subject to the limitations set forth in Section 2.05(c) hereof) any legal or other fees or expenses

reasonably incurred by such Indemnified Party in connection with investigating or defending any such action, proceeding or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) Beneficiaries of Indemnification. The obligations of Issuer and Stockholder under this Section 2.05 shall be in addition to any liability that it may otherwise have and shall extend, upon the same terms and conditions, to each officer, director, employee, subsidiary, affiliate and partner of any Indemnified Party and each agent and underwriter of Securities and each Person, if any, who controls any Indemnified Party or any such agent or underwriter within the meaning of the Securities Act; and the obligations of Stockholder contemplated by this Section 2.05 shall be in addition to any liability that Stockholder may otherwise have and shall extend, upon the same terms and conditions, to each Person who, with his consent, is named in any Registration Statement as about to become a director of Issuer.

2.06 Underwriters. If any of the Shares are to be sold pursuant to an underwritten offering, the investment banker or bankers and the managing underwriter or underwriters thereof shall be selected by Stockholder and shall be reasonably acceptable to Issuer (provided, however, that Issuer agrees that Morgan Stanley Dean Witter shall be reasonably acceptable to Issuer).

2.07 Approval for Listing. Promptly after the date hereof and after any subsequent increase in the number of Shares, Issuer shall take all necessary action to cause all of the Shares to be approved for listing, subject to official notice of issuance, on the primary national security exchange or dealer quotation system on which the Common Stock may then be listed or authorized for quotation.

2.08 Subsequent Registration Rights. Nothing in this Agreement shall prevent the Issuer from granting any registration rights to any other person with respect to any securities of Issuer.

ARTICLE III

MISCELLANEOUS

3.01 Term of Agreement; Termination; Survival. The term of this Agreement shall commence on the date hereof and such term and this Agreement shall, subject to Section 3.05, terminate upon the expiration of the Effective Period.

3.02 Specific Performance and Other Equitable Rights. Each of the parties hereto recognizes and acknowledges that a breach by a party or by any assignee thereof of any covenants or other commitments contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Therefore, each of the parties hereto agrees that in the event of any such breach, the aggrieved party shall be entitled to the remedy of specific performance of such covenants or commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the parties hereto further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

3.03 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by telecopier, upon receipt of oral confirmation that such transmission has been received, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person or by Stockholder:

(a) if to Issuer, addressed as follows:

Lanier Worldwide, Inc.
2300 Parklake Drive, N.E.
Atlanta, Georgia 30345
Attention: General Counsel
Telecopier: (770) 621-1073

(b) if to Stockholder, addressed as follows:

Harris Corporation
1025 West NASA Boulevard
Melbourne, Florida 32919
Attention: Richard L. Ballantyne
Scott T. Mikuen
Telecopier: (407) 727-9234

or to such other address as the relevant party may from time to time advise by notice in writing given pursuant to this Section 3.03. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery thereof.

3.04 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns. Each Seller shall be an intended third party beneficiary of this Agreement.

3.05 Survival. The several indemnities, agreements, and each other provision set forth in this Agreement or made pursuant hereto shall remain in full force and effect regardless of any investigation (or statement as to the results thereof) made by or on behalf of any party, any director or officer of such party, or any controlling Person of any of the foregoing, and shall survive the transfer of any Shares by Stockholder or any Seller. The expense payment provisions of Section 2.04 and the indemnification and contribution provisions set forth in Section 2.05 hereof shall survive any termination of this Agreement.

3.06 Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto, and any such purported assignment shall be null and void, except that Stockholder may assign and delegate its rights and obligations under this Agreement to any of its majority-owned subsidiaries, without the consent of Issuer; provided that such majority-owned subsidiary executes and delivers to Issuer an agreement to the effect that such majority-owned subsidiary agrees to be bound by this Agreement.

3.07 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

3.08 Consent to Jurisdiction. Each of the parties irrevocably submits to the exclusive jurisdiction of (a) the state courts of the State of Florida, located in the City of Orlando, and (b) the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Middle District of Florida or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the state courts of the State of Florida, located in the City of Orlando. Each of the parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in any such court with respect to any matters to which it has submitted to jurisdiction in this Section 3.08. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the state courts of the State of Florida, located in the City of Orlando, or (ii) the United States District Court for the Middle District of Florida, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any court has been brought in an inconvenient forum.

3.09 Severability. It is the intention of the parties that the provisions of this Agreement be deemed severable and the invalidity or unenforceability of any provision not affect the validity or enforceability of the other provisions hereof. It is the intention of the parties that if any provision of this Agreement, or the application thereof to any Person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable,

the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected by such invalidity or unenforceability.

3.10 Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements and understandings among the parties with respect to its subject matter. This Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument duly executed by Issuer and Stockholder, which shall be binding on Stockholder and each Seller, on the one hand, and Issuer, on the other.

3.11 Further Assurances. Each party shall provide such further documents or instruments reasonably requested by any other party as may be necessary or desirable to effect the purpose and intention of this Agreement and carry out its provisions, whether before or after its termination.

3.12 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto as of the date first written above.

LANIER WORLDWIDE, INC.

By: /s/ James A. MacLennan
Name: James A. MacLennan
Title: Executive Vice President
and Chief Financial Officer

HARRIS CORPORATION

By: /s/ David S. Wasserman
Name: David S. Wasserman
Title: Vice President -
Treasurer

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT, dated as of November 5, 1999 (this "Agreement"), between Harris Corporation, a Delaware corporation ("Harris"), and Lanier Worldwide, Inc., a Delaware corporation ("Lanier").

W I T N E S S E T H:

WHEREAS, Harris and Lanier have entered into an Agreement and Plan of Distribution, dated as of October 22, 1999 (the "Distribution Agreement"), pursuant to which Harris will transfer certain assets to Lanier and have Lanier assume certain liabilities of Harris, and Lanier will transfer certain assets to Harris and have Harris assume certain liabilities of Lanier;

WHEREAS, in connection with the transactions contemplated by the Distribution Agreement, Harris and Lanier wish to enter into this Agreement, Lanier desires to cause Harris to provide the Services set forth on Schedule A to Harris, and Harris is willing to provide such Services; and

WHEREAS, Harris desires to cause Lanier to provide the Services set forth on Schedule B to Lanier, and Lanier is willing to provide such services;

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants contained herein, agree as follows:

SECTION 1. SPECIFIC DEFINITIONS.

As used in this Agreement, the following terms have the respective meanings set forth below:

"Applicable Rate" shall mean the rate of interest per annum announced from time to time by Citibank, N.A. as its prime lending rate plus 4% per annum.

"Bankruptcy Event" with respect to a party shall mean the filing of an involuntary petition in bankruptcy or similar proceeding against such party seeking its reorganization, liquidation or the appointment of a receiver, trustee or liquidator for it or for all or substantially all of its assets, whereupon such petition shall not be dismissed within sixty (60) days after the filing thereof, or if such party shall (i) apply for or consent in writing to the appointment of a receiver, trustee or liquidator of all or substantially all of its assets, (ii) file a voluntary petition or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or an arrangement with its creditors or take advantage of any insolvency law with respect to itself as

debtor, or (v) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, insolvency proceedings or any similar proceedings;

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York City, New York are authorized or obligated by law or executive order to close.

"Change in Control" of a party shall mean (i) a change in the composition of the board of directors of such party (other than a change due to the death or disability of a member of the board of directors) such that at the end of any period of twelve (12) consecutive months a majority of the persons constituting such board of directors were not directors at the start of such period and were not elected by vote of a majority of the directors who were directors at the start of such period), (ii) the sale or other disposition by such party of all or substantially all of the assets of such party (other than a bona fide pledge in connection with a financing), or (iii) a merger, consolidation or other business combination involving such party, which results in the stockholders of such party immediately prior to such event owning less than 50% of the capital stock of the surviving entity;

"Harris Services" shall mean those transitional services to be provided by Harris to Lanier set forth on Schedule A hereto to assist Lanier in operating Lanier's business.

"Lanier Services" shall mean those transitional services to be provided by Lanier to Harris set forth on Schedule B hereto to assist Harris in operating Harris' business.

"Loss" shall mean any damage, claim, loss, charge, action, suit, proceeding, deficiency, tax, interest, penalty and reasonable costs and expenses (including reasonable attorneys' fees).

"Person" shall mean any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

"Services" shall mean, collectively, the Harris Services and the Lanier Services.

SECTION 2. SERVICES.

2.1 Services. (a) Harris shall provide to Lanier each Harris Service for the term set forth opposite the description of such Harris Service in Schedule A. Additional services may be provided to Lanier by Harris if such arrangement is agreed to in writing and executed by Harris and Lanier.

(b) Lanier shall provide to Harris each Lanier Service for the term set forth opposite the description of such Lanier Service in Schedule B. Additional services may be provided by Lanier to Harris if such arrangement is agreed in writing and executed by Harris and Lanier.

2.2 Standard of Service. In performing the Services, Harris and Lanier shall provide substantially the same level of service and use substantially the same degree of care as their respective personnel provided and used in providing such Services prior to the date hereof, subject in each case to any provisions set forth on Schedule A or Schedule B with respect to each such Service.

SECTION 3. LICENSES AND PERMITS.

Each party warrants and covenants that all duties and obligations (including with respect to Harris, all Harris Services and with respect to Lanier, all Lanier Services) to be performed hereunder shall be performed in compliance with all material applicable federal, state, provincial and local laws, rules and regulations. Each party shall obtain and maintain all material permits, approvals and licenses necessary or appropriate to perform its duties and obligations (including with respect to Harris, the Harris Services and with respect to Lanier, the Lanier Services) hereunder and shall at all times comply with the terms and conditions of such permits, approvals and licenses.

SECTION 4. PAYMENT.

4.1 (a) In consideration for the provision of each of the Harris Services, Lanier shall pay to Harris the fee set forth for such Harris Service on Schedule A.

(b) In consideration for the provision of each of the Lanier Services, Harris shall pay to Lanier the fee set forth for such Lanier Service on Schedule B.

4.2 (a) In addition to the fees payable in accordance with Section 4.1(a), Lanier shall reimburse Harris for all reasonable and necessary out-of-pocket costs and expenses (including without limitation postage and other delivery costs, telephone, telecopy and similar expenses) incurred by Harris with respect to third parties in connection with the provision of Harris Services to Lanier pursuant to the terms of this Agreement or paid by Harris on behalf of Lanier.

(b) In addition to the fees payable in accordance with Section 4.1(b), Harris shall reimburse Lanier for all reasonable and necessary out-of-pocket costs and expenses (including without limitation postage and other delivery costs, telephone, telecopy and similar expenses) incurred by Lanier with respect to third parties in connection with the provision of

Lanier Services to Harris pursuant to the terms of this Agreement or paid by Lanier on behalf of Harris.

4.3 (a) Harris will invoice Lanier in U.S. dollars: (i) as of the last day of each calendar month for any fees payable by Lanier in accordance with Section 4.1(a) for Harris Services listed on Schedule A provided pursuant to the terms of this Agreement during such month; (ii) as of the last day of each calendar month for any amounts payable by Lanier in accordance with Section 4.2(a) for any out-of-pocket costs and expenses incurred during the immediately preceding month to the extent Harris has received an invoice from such Third Party; and (iii) as of the last day of each calendar month for any taxes (excluding income taxes) accrued with respect to the provision of Harris Services to Lanier during such month. Harris shall deliver or cause to be delivered to Lanier each such invoice within thirty (30) days following the last day of the calendar month to which such invoice relates. Lanier shall pay each such invoice received by electronic funds transfer as follows: in the case of clauses (i) and (ii), within twenty (20) Business Days of the date on which such invoice was received, and in the case of clause (iii), provided that Harris delivers such invoice three (3) Business Days prior to the due date for such tax payments, not later than one (1) Business Day prior to such due date.

(b) Lanier will invoice Harris in U.S. dollars: (i) as of the last day of each calendar month for any fees payable by Harris in accordance with Section 4.1(b) for Lanier Services listed on Schedule B provided pursuant to the terms of this Agreement during such month; (ii) as of the last day of each calendar month for any amounts payable by Harris in accordance with Section 4.2(b) for any out-of-pocket costs and expenses incurred during the immediately preceding month to the extent Lanier has received an invoice from such Third Party; and (iii) as of the last day of each calendar month for any taxes (excluding income taxes) accrued with respect to the provision of Lanier Services to Harris during such month. Lanier shall deliver or cause to be delivered to Harris each such invoice within thirty (30) days following the last day of the calendar month to which such invoice relates. Harris shall pay each such invoice received by electronic funds transfer: in the case of clauses (i) and (ii), within twenty (20) Business Days of the date on which such invoice was received, and in the case of clause (iii), provided that Lanier delivers such invoice three (3) Business Days prior to the due date for such tax payments, not later than one (1) Business Day prior to such due date.

4.4 Any amount not paid when due shall be subject to a late payment fee computed daily at a rate equal to the Applicable Rate. Each party agrees to pay the other party's reasonable attorneys' fees and other costs incurred in collection of any amounts owed to such other party hereunder and not paid when due. Notwithstanding anything to the contrary contained herein, in the event either party fails to make a payment when due hereunder, and such failure continues for a period of thirty (30) days following delivery of notice to such non-paying party of such failure, the other party shall have the right to cease provision of Services to such non-paying party until such overdue payment (and any applicable late payment fee accrued with respect thereto) is paid in full. Such right of the party providing services shall not in any manner limit or prejudice any of such party's other rights or remedies in the event of the non-paying

party's failure to make payments when due hereunder, including without limitation any rights or remedies pursuant to Section 7.

4.5 In the event of a termination of services pursuant to Section 7.1, with respect to the calendar month in which such services cease to be provided, the recipient of such services shall be obligated to pay a pro rata share of the fee for such service set forth on Schedule A or B, as applicable, equal to the product of (x) the fee set forth on Schedule A or B, as applicable, multiplied by (y) a fraction, the numerator of which is the number of days in the calendar month in which such services cease to be provided preceding and including the last date on which such services are provided, and the denominator of which is 30.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification by Principal. (a) Lanier agrees to indemnify, defend and hold Harris harmless from and against any Loss to which Harris may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by Harris of Harris Services, other than Losses resulting from Harris' gross negligence, willful misconduct or material breach of its obligations pursuant to this Agreement. Notwithstanding any provision in this Agreement to the contrary, Lanier shall not be liable under this Section 5.1 for any consequential, special or punitive damages (including but not limited to lost profits), except to the extent that such consequential, special or punitive damages relate to a Loss resulting from a Third Party Claim (as defined below).

(b) Harris agrees to indemnify, defend and hold Lanier harmless from and against any Loss to which Lanier may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by Lanier of Lanier Services, other than Losses resulting from Lanier's gross negligence, willful misconduct or material breach of its obligations pursuant to this Agreement. Notwithstanding any provision in this Agreement to the contrary, Harris shall not be liable under this Section 5.1 for any consequential, special or punitive damages (including but not limited to lost profits), except to the extent that such consequential, special or punitive damages relate to a Loss resulting from a Third Party Claim (as defined below).

5.2 Indemnification by Provider. (a) Harris agrees to indemnify, defend and hold Lanier harmless from and against any Loss to which Lanier may become subject arising out of, reason of or otherwise in connection with the provision hereunder by Harris of Harris Services to Lanier where such Losses resulted from Harris' gross negligence, willful misconduct or material breach of its obligations pursuant to this Agreement.

(b) Lanier agrees to indemnify, defend and hold Harris harmless from and against any Loss to which Harris may become subject arising out of, by reason of or otherwise in connection with the provision hereunder by Lanier of Lanier Services to Harris where such

Losses resulted from Lanier's gross negligence, willful misconduct or material breach of its obligations pursuant to this Agreement.

5.3 Third Party Claims. If a claim or demand is made against Lanier or Harris (each, an "Indemnatee") by any Person who is not a party to this Agreement (a "Third Party Claim") as to which such Indemnatee is entitled to indemnification pursuant to this Agreement, such Indemnatee shall notify the party which is or may be required pursuant to Section 5.1 or Section 5.2 hereof to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim promptly (and in any event within 15 Business Days) after receipt by such Indemnatee of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period in which the Indemnatee failed to give such notice). Thereafter, the Indemnatee shall deliver to the Indemnifying Party, promptly (and in any event within ten Business Days) after the Indemnatee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnatee relating to the Third Party Claim.

If a Third Party Claim is made against an Indemnatee, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses and acknowledges in writing its obligation to indemnify the Indemnatee therefor, to assume the defense thereof with counsel selected by the Indemnifying Party; provided that such counsel is not reasonably objected to by the Indemnatee. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party shall, within 30 days (or sooner if the nature of the Third Party Claim so requires), notify the Indemnatee of its intent to do so, and the Indemnifying Party shall thereafter not be liable to the Indemnatee for legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof; provided, that such Indemnatee shall have the right to employ counsel to represent such Indemnatee if, in such Indemnatee's reasonable judgment, a conflict of interest between such Indemnatee and such Indemnifying Party exists in respect of such claim which would make representation of both such parties by one counsel inappropriate, and in such event the fees and expenses of such separate counsel shall be paid by such Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnatee shall have the right to participate in the defense thereof and to employ counsel, subject to the proviso of the preceding sentence, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnatee for any period during which the Indemnifying Party has failed to assume the defense thereof (other than during the period prior to the time the Indemnatee shall have given notice of the Third Party Claim as provided above). If the Indemnifying Party so elects to assume the defense of any Third Party Claim, all of the Indemnitees shall cooperate with the Indemnifying Party in the defense or prosecution thereof, including by providing or causing to be provided agreements, documents, books, records, files and witnesses as soon as

reasonably practicable after receiving any request therefor from or on behalf of the Indemnifying Party.

If the Indemnifying Party acknowledges in writing responsibility under this Section 5 for a Third Party Claim, then in no event will the Indemnatee admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim without the Indemnifying Party's prior written consent; provided, however, that the Indemnatee shall have the right to settle, compromise or discharge such Third Party Claim without the consent of the Indemnifying Party if the Indemnatee releases the Indemnifying Party from its indemnification obligation hereunder with respect to such Third Party Claim and such settlement, compromise or discharge would not otherwise adversely affect the Indemnifying Party. If the Indemnifying Party acknowledges in writing liability for a Third Party Claim, the Indemnatee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and releases the Indemnatee completely in connection with such Third Party Claim and that would not otherwise adversely affect the Indemnatee. If an Indemnifying Party elects not to assume the defense of a Third Party Claim, or fails to notify an Indemnatee of its election to do so as provided herein, such Indemnatee may compromise, settle or defend such Third Party Claim.

Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the fees and expenses of counsel incurred by the Indemnatee in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnatee which the Indemnatee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(b) In the event of payment by an Indemnifying Party to any Indemnatee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnatee as to any events or circumstances in respect of which such Indemnatee may have any right or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim. Such Indemnatee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right or claim.

(c) The remedies provided in this Section 5 shall be cumulative and shall not preclude assertion by any Indemnatee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

5.4 Indemnification Payments. (a) Indemnification required by this Section 5 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or any Loss is incurred. If the Indemnifying Party fails to make an indemnification payment required by this Section 5 within 30 days after receipt of a bill therefore or notice that a loss, liability, claim, damage or expense has been incurred, the Indemnifying Party shall also be required to pay interest on the amount of such indemnification payment, from the date of receipt of the bill or notice of the Loss to, but not including the date of payment, at the Applicable Rate.

(b) The amount of any claim by an Indemnitee under this Agreement shall be reduced to reflect any actual tax savings received by any Indemnitee that result from the Indemnifiable Losses that gave rise to such indemnity.

5.5 Survival. The parties' obligations under this Section 5 shall survive the termination of this Agreement.

SECTION 6. CONFIDENTIALITY.

Each party shall keep confidential the Schedules to this Agreement and all information received from the other party regarding the Services, including, without limitation, any information received with respect to products of Harris or Lanier, and to use such information only for the purposes set forth in this Agreement unless otherwise agreed to in writing by the party from which such information was received. The covenants in this Section 6 shall survive any termination of this Agreement for a period of three (3) years from the date such termination becomes effective.

SECTION 7. TERM.

7.1 Duration. (a) Subject to Sections 5.5, 6, 7.2, 7.3 and 7.4, the term of this Agreement shall commence on the date hereof and shall continue in full force and effect with respect to each Service until the earlier of (i) the first anniversary of the Distribution Date or (ii) the termination of such Service in accordance with Section 7.1(b).

(b) Each party acknowledges that the purpose of this Agreement is for Harris to provide the Harris Services to Lanier on an interim basis until Lanier can perform the Harris Services for itself, and for Lanier to provide the Lanier Services to Harris on an interim basis until Harris can perform the Lanier Services for itself. Accordingly, each of Harris and Lanier shall use its commercially reasonable efforts to make or obtain such approvals, permits and licenses and implement such systems, as shall be necessary for it to provide the appropriate services for itself as promptly as practicable. As Lanier becomes self-sufficient or engages other sources to provide any Harris Service, Lanier shall be entitled to release Harris from providing

any or all of the Harris Services hereunder by delivering a written notice thereof to Harris at least twenty (20) Business Days prior to the effective date of release of such Harris Service(s). At the end of such twenty (20) Business Day period (or such shorter period as may be agreed by the parties), Harris shall discontinue the provision of the Harris Services specified in such notice and any such Harris Services shall be excluded from this Agreement, and Schedule A shall be deemed to be amended accordingly. As Harris becomes self-sufficient or engages other sources to provide any Lanier Service, Harris shall be entitled to release Lanier from providing any or all of the Lanier Services hereunder by delivering a written notice thereof to Lanier at least twenty (20) Business Days. At the end of such twenty (20) Business Day period (or such shorter period as may be agreed by the parties), Lanier shall discontinue the provision of the Lanier Services specified in such notice and any such Lanier Services shall be excluded from this Agreement, and Schedule B shall be deemed to be amended accordingly.

7.2 Early Termination by Harris. Harris may terminate this Agreement by giving written notice to Lanier under the following circumstances:

- (a) if Lanier shall default in the performance of any of its material obligations under, or breach any of its warranties set forth in, this Agreement, and such default or breach shall continue and not be remedied for a period of five (5) Business Days with respect to any payment obligations hereunder (including without limitation any payment obligations pursuant to Section 4) or a period of thirty (30) days with respect to any other obligations hereunder, after Harris has given written notice to Lanier specifying such default or breach and requiring it to be remedied;
- (b) if a Bankruptcy Event has occurred with respect to Lanier;
- (c) upon the occurrence of a Change in Control of Lanier;
or
- (d) if Lanier should assign or subcontract, or attempt to assign or subcontract, any interest in all or any part of this Agreement without the prior written consent of Harris, except as set forth in Section 11.2.

7.3 Early Termination by Lanier. Lanier may terminate this Agreement by giving written notice to Harris under the following circumstances:

- (a) if Harris shall default in the performance of any of its material obligations under, or breach any of its warranties set forth in, this Agreement and such default or breach shall continue and not be remedied for a period of thirty (30) days after Lanier has given written notice to Harris specifying such default or breach and requiring it to be remedied;
- (b) if a Bankruptcy Event has occurred with respect to Harris;
- (c) upon the occurrence of a Change in Control of Harris;
or

(d) if Harris should assign or subcontract, or attempt to assign or subcontract, any interest in all or any part of this Agreement without prior written consent of Lanier, except as set forth in Section 11.2.

7.4 Suspension Due to Force Majeure. In the event the performance by any Lanier or Harris of their respective duties or obligations hereunder is interrupted or interfered with by reason of any cause beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, strike or labor disruption, rebellion, insurrection, quarantine, act of God, boycott, embargo, shortage or unavailability of supplies, riot, or governmental law, regulation or edict (collectively, the "Force Majeure Events"), the party affected by such Force Majeure Event shall not be deemed to be in default of this Agreement by reason of its nonperformance due to such Force Majeure Event, but shall give notice to the other party of the Force Majeure Event.

7.5 Consequences on Termination. In the event this Agreement expires or is terminated in accordance with this Section 7, then (a) all Services to be provided will promptly cease, (b) each of Harris and Lanier shall promptly return all confidential information received from the other party in connection with this Agreement (including the return of all information received with respect to the Services or products of Harris or Lanier, as the case may be), without retaining a copy thereof, and (c) each of Harris and Lanier shall honor all credits and make any accrued and unpaid payment to the other party as required pursuant to the terms of this Agreement, and no rights already accrued hereunder shall be affected.

SECTION 8. RECORDS. Each of the parties shall create and maintain full and accurate books in connection with the provision of the Services, and all other records relevant to this Agreement, and upon reasonable notice from the other party shall make available for inspection and copy by such other party's agents such records during reasonable business hours.

SECTION 9. DISPUTE RESOLUTION.

9.1 Negotiation. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including, without limitation, any claim based on contract, tort, statute or constitution (but excluding any controversy, dispute or claim arising out of any agreement relating to the use or lease of real property if any Third Party is a party to such controversy, dispute or claim) (collectively, "Agreement Disputes"), the management of the parties shall negotiate in good faith for a reasonable period of time to settle such Agreement Dispute, provided such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed 30 days from the time the parties began such negotiations; provided, further, that

in the event of any mediation or arbitration in accordance with Sections 9.2 and 9.3 hereof, the parties shall not assert the defenses of statute of limitations and laches arising for the period beginning after the date the parties began negotiations hereunder, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Agreement Dispute relates shall not be deemed to have passed until such Agreement Dispute has been resolved.

9.2 Mediation. If after such reasonable period such management are unable to settle such Agreement Dispute (and in any event, unless otherwise agreed in writing by the parties, after 60 days have elapsed from the time the parties began such negotiations) and the Agreement Dispute involves a controversy, dispute or claim of less than \$500,000, such Agreement Dispute shall be determined, at the request of any party, by binding mediation conducted in the City of Orlando, Florida or at another location which the parties mutually select, before a retired judge sitting on the panel of Judicial Arbitration & Mediation Services, Inc. The mediation process shall continue as the exclusive method of resolving the Agreement Dispute (other than negotiation between the parties) until the earlier of the Agreement Dispute being resolved and the mediator finding in good faith that all settlement possibilities have been exhausted and that the matter is not resolvable through mediation. If the mediator makes such a finding, at the request of any party, the Agreement Dispute shall then be determined by binding arbitration in accordance with Section 9.3 hereof.

9.3 Arbitration. If after such reasonable period such management are unable to settle such Agreement Dispute (and in any event, unless otherwise agreed in writing by the parties, after 60 days have elapsed from the time the parties began such negotiations) and the Agreement Dispute involves a controversy, dispute or claim of \$500,000 or more, such Agreement Dispute shall be determined, at the request of any party, by binding arbitration conducted in the City of Orlando, Florida or at another location which the parties mutually select, before and in accordance with the then-existing International Arbitration Rules of the American Arbitration Association (the "Rules"). In any dispute between the parties hereto, the numbers of arbitrators shall be three. Any judgment or award rendered by the arbitrator shall be final, binding and nonappealable (except upon grounds specified in 9 U.S.C. Section 10(a) as in effect on the date hereof). If the parties are unable to agree on an arbitrator or arbitrators, the arbitrator or arbitrators shall be selected in accordance with the Rules. Any controversy concerning whether an Agreement Dispute is an arbitrable Agreement Dispute, whether arbitration has been waived, whether an assignee of this Agreement is bound to arbitrate, or as to the interpretation of enforceability of this Section 9 shall be determined by the arbitrator or arbitrators. In resolving any dispute, the parties intend that the arbitrator or arbitrators apply the substantive laws of the State of New York, without regard to the choice of law principles thereof. The parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. The parties agree to comply with any award made in any such arbitration proceedings that has become final in accordance with the Rules and agree to enforcement of or entry of judgment upon such award, by any court of competent jurisdiction, including (a) the state courts of the State of Florida, located in the City of Orlando, or (b) the United States District Court for the Middle District of Florida, in accordance with Section 11.4 hereof. The arbitrator or arbitrators shall be entitled, if

appropriate, to award any remedy in such proceedings, including, without limitation, monetary damages, specific performance and all other forms of legal and equitable relief; provided, however, the arbitrator or arbitrators shall not be entitled to award punitive damages. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the parties or permitted by this Agreement, the undersigned shall keep confidential all matters relating to the arbitration or the award, provided such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law. Nothing contained herein is intended to or shall be construed to prevent any party, in accordance with Article 22(3) of the Rules or otherwise, from applying to any court of competent jurisdiction for interim measures or other provisional relief in connection with the subject matter of any Agreement Disputes.

9.4 Continuity of Service and Performance. Unless otherwise agreed in writing, the parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Section 9 with respect to all matters not subject to such dispute, controversy or claim.

9.5 Other Remedies. Nothing in this Section 9 shall limit the right that any party may otherwise have to seek to obtain (a) preliminary injunctive relief in order to preserve the status quo pending the resolution of a dispute or (b) temporary or permanent injunctive relief from any breach of any provisions of this Agreement.

SECTION 10. NOTICES.

Notices. All notices and other communications hereunder shall be in writing, shall reference this Agreement and shall be hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

To Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919
Attention: Corporate Secretary
Telephone: (407) 727-9163
Facsimile: (407) 727-9222

With a copy to:

Harris Corporation
1025 West NASA Blvd.
Melbourne, Florida 32919
Attention: Scott T. Mikuen
Telephone: (407) 727-9125
Facsimile: (407) 727-9234

To Lanier:

Lanier Worldwide, Inc.
2300 Parklake Drive, N.E.
Atlanta, Georgia 30345
Attention: General Counsel
Telephone: (770) 621-1063
Facsimile: (770) 621-1073

SECTION 11. MISCELLANEOUS.

11.1 Waivers, Modifications, Amendments. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Lanier, on the one hand, and Harris, on the other hand, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and in addition to other or further remedies provided by law or equity.

11.2 Assignments. Neither Harris nor Lanier may, directly or indirectly, assign or subcontract, or attempt to assign or subcontract, any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, except with the prior written consent of the other party; it being understood that such consent shall not be unreasonably withheld if Lanier or Harris assigns the Agreement to one of its Affiliates with the financial and other resources and expertise to perform all of the obligations of such party hereunder. Any attempted assignment or delegation not in compliance with the foregoing shall be null and void and of no effect.

11.3 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

11.4 Consent to Jurisdiction. Without limiting the provisions of Section 9 hereof, each of the parties irrevocably submits to the exclusive jurisdiction of (a) the state courts of the State of Florida, located in the City of Orlando, and (b) the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Middle District of Florida or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the state courts of the State of Florida, located in the City of Orlando. Each of the parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Florida with respect to any matters to which it has submitted to jurisdiction in this Section 11.4. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the state courts of the State of Florida, located in the City of Orlando, or (ii) the United States District Court for the Middle District of Florida, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11.5 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person, corporation, partnership or other entity or any circumstance, is invalid and unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, corporations, partnerships or other entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any jurisdiction.

11.6 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

11.7 Entire Agreement. This Agreement (including all Schedules hereto) contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

11.8 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, if any, and except as provided herein, shall

inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

11.10 No Agency or Partnership. Nothing in this Agreement will create, or will be deemed to create, a partnership or the relationship of principal and agent or of employer and employee between the parties.

11.11 Provisions Unaffected. Nothing contained in this Agreement shall affect the rights and obligations of Harris and Lanier pursuant to the Distribution Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on behalf of the parties as of the date first herein above written.

HARRIS CORPORATION

By: /s/ David S. Wasserman
Name: David S. Wasserman
Title: Vice President - Treasurer

LANIER WORLDWIDE, INC.

By: /s/ James A. MacLennan
Name: James A. MacLennan
Title: Executive Vice President and
Chief Financial Officer

begin 666 DOC.PDF
M)5!\$1BTQ+C(-"B7BX_3#0HR(#`@;V)J#0H\`T*+TQE;F=T:"`S,34T#0H^
M/@T*&-H86YG
M92! !8W0@;V8@,3DS-"E4:@T*150-"C`N-2!`'#0HS.#DN.3<@-S\$V+C0Y(&T-
M"C(R,2XY-R`W,38N-#D@;`T*,C(Q+CDW(&#C="!N86UE(&]F(')E9VES=')A;G0@87,@'1'4W1A=&4@/#P-"B"]'
M4S\$@-R`P%(-"CX^#0H^/@T*96YD;V)J#0HQ,"`P(&]B:@T*/#P-"B"],96YG
M=&@@-#`R,0T*/CX-"G-T&EM871E;'D@=&5N('!E2!09B!(87)R:7,N('E4:@T*,"`M,BXS(%1\$
M#0HH("`@("`@26X@8V]N;F5C=&EO;B!W:71H('1H92!\$:7-T2!L
M;V%N"!\$:7-A9F9I
M;EA=&EO;B!!9W)E96UE;G0L(&N(\$5M<&Q0>65E(\$E;F5F:71S(&N9`"I
M5&H-"E0J#0HH0V]M<&5N2`I5&H-"C`@+3\$N,3(@5\$0-"BAR
M97%U:7)E9"!T;R!S=7)R96YD97(@;W(@97AC:&N9V4@&AI8FET
M'1'4W1A=&4@/#P-"B"]4S\$@-R`P%(-"CX^#0H^/@T*96YD;V)J#0HQ-R`P
M(&]B:@T*/#P-"B"],96YG=&@@,C(Q,0T*/CX-"G-T2!297!02!P97)I;V0@96YD960@3V-T;V)E
M65A2!N;W0@;F5C
M97-S87)I;'D@8F4@:6YD:6-A=&EV92!09B!W:&T(\$AA'0@70T*+T90;G0@/#P-"B]&,B`T(#`@4@T*+T8S(#4@,"!2#0H01C4@
M,3(@,"!2#0H01C@,34@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W
M(#`@4@T*/CX-"CX^#0IE;F108FH-"C(P(#`@;V)J#0H\`T*+TQE;F=T:"`V
M.#2E4:@T*,"`M,2XS,S,U(%1\$#0HH0W5R2!C=7-T;VUE2DM,34V,#`H,2PU-30N-BDM-#8T,RXX*%PH
M,3,W+C`I+3\$R+C&-E<`0@<&5R
M('H87)E(&M;W5N='-<*2E4:@T*+3(U+C(V-#, @+3\$N,C,X,B!41`T***)E
M=F5N=64I5&H-"B]&,B`Q(%1F#0HP("TQ+C(V,B!41`T*6RA2979E;G5E(&9R
M;VT@<`)09'5C="!S86QE'0@
M70T*+T90;G0@/#P-"B]&,B`T(#`@4@T*+T8S(#4@,"!2#0H01C@,34@,"!2
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M8FH-"C(V(#`@;V)J#0H\`T*+TQE;F=T:"`X,C@W#0H^/@T*2`R+"`Q.3DY*51J#0H01C(@
M,2!49@T*+3\$Q+C4R("TQ+C\$V(%1\$#0HP+C`Q(%1C#0I;*"`@*2TR,3`X,"@
M("DM,3`X,"@*2TR,C@P*`I+3\$U-#`H("I+3\$V.#`H("DM,34P,"@*2TQ
M-C@P*`@*2TQ,C0P*`I+3(R.#`H("E=5\$H-"B]&,R`Q(%1F#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`T,C@N,3,@.#8R+C@Y(%1M#0HM,"XP,#`Q(%1C#0HH7"A!
M7"DI5&H-"BTX+C4P,#@+3\$N,C,X,B!41`T*,"!48PT*6RA(:7-T;W)I8V%L
M*2TR,C4U+C(H061J=7-T;65N='I+3(Q-3(N-"A0'!E;G-E&5S*2TV-#0U+C&5S*2TR,S4X,"XR*#(X+C\$I+34X
M-M-CDN.2A<,C(W*2TU-C8W+C,H,C@N,2E=5\$H-"D54#0HP+C4@1PT*,S2!I=&5M*2TT,C'1R86]R9&EN87)Y(&ET96TI+3\$U-#\$V+CDH
M-M-C(N,RDM-#`1R86]R9&EN87)Y(&Q02!R971I2!I=&5M*2TW-#(W+C@H)"DM,3(V,BXQ*#`N-C,I+30R-S0N
M-2@D*2TQ,#DU+C0H7#(R-RDM,SDP-2XR*`0I+3\$R-C(N,2@P+C8S*5U42@T*
M5"H-"ELH1&ES8V]N=&EN=65D(&]P97)A=&EO;G,I+3\$X.#(V*#`N,38I+30W
M-S0N-2A<*#`N.#\$I+3\$R+C8H7"DI+34P,#`N."A<*#`N-C4I+3\$R+C8H7"DI
M751*#0I4*`@T*6RA>'1R86]R9&EN87)Y(&Q0'0@70T*+T90;G0@/#P-"B]&,B`T(#`@4@T*+T8S(#4@
M,"!2#0H01C@,34@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@
M4@T*/CX-"CX^#0IE;F108FH-"C(Y(#`@;V)J#0H\`T*+TQE;F=T:"`Q,3`R
M#0H^/@T*6UE;G0@;V8@)#4T-BXP(&UI;&QI;VX@8V\$S:"!B>2!,86YI97(@=&@
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M8F5T=V5E;B!(87)R:7,@0V]R<]&]R871I;VXI751*#0HT+C0U,C@+3\$N,3\$Y
M,B!41`T**&%N9"! ,86YI97(@5V]R;&1W:61E+"!) ;F,N*51J#0HM-"XT-3(X
M("TQ+C\$Q.3(@5\$0-"ELH,BXR*2TS,C`R+CDH5&%X(\$1I65E(\$E);F5F
M:71S(&%N9"!#;VUP96YS871I;VX@06QL;V-A=&EO;B!!9W)E96UE;G0L&1A
M=&5D(&%S(&]F(\$Y0=F5M8F5R(#4L(#\$Y.3DL(&Y(&%N9"E=5\$H-"C0N-#4R
M."`M,2XQ,3DR(%1\$#0HH8F5T=V5E;B!(87)R:7,@0V]R<]&]R871I;VX@86YD
M(\$QA;FEE'0@70T*
M+T90;G0@/#P-"B]&,B`T(#`@4@T*+T8S(#4@,"!2#0H01C4@,3(@,"!2#0H^
M/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F108FH-
M"C,U(#`@;V)J#0H\`T*+TQE;F=T:"`Y-#B-"CX^#0IS=')E86T-"D)4#0H0
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M(&=S#0HP(%1C#0HP(%1W#0HH("`@("`@("`@("`@("`@*51J#0H01C,@
M,2!49@T*,C`N-#(@+3(N,S8@5\$0-"BA324=.05154D4I5&H-"B]&,B`Q(%1F
M#0HM,C`N-#(@+3(N,S0@5\$0-"B0@("`@("!0=7)S=6%N="!T;R!T:&4@6%N(%(N%)0=6(I751*#0I4*`@T*6R@@
M*2TQ-S4S,"A4:71L93H@("DM,3,R+CDH4V5N:6]R(%9I8V4@4')E7!E("]4>7!E,0T*+TYA;64@
M+T8R#0H00F%\$9490;G0@+U1I;65S+5)0;6%N#0H^/@T*96YD;V)J#0HU(#`@
M;V)J#0H\`T*+U1Y<&4@+T90;G0-"B]3=6)T>7!E("]4>7!E,0T*+TYA;64@
M+T8S#0H00F%\$9490;G0@+U1I;65S+4)0;&0-"CX^#0IE;F108FH-"C8@,"!0
M8FH-"CP\#0H05'EP92`01F]N=`T*+U-U8G1Y<&4@+U1Y<&4Q#0H03F%M92`0
M1C0-"B]&;F-09&EN9R`T,2`P(%(-"B]"87-E1F]N="`05&EM97,M0F]L9`T*
M/CX-"F5N9&]B:@T*,3(@,"!08FH-"CP\#0H05'EP92`01F]N=`T*+U-U8G1Y
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M+U-U8G1Y<&4@+U1Y<&4Q#0H03F%M92`01C8-"B]"87-E1F]N="`05&EM97,M
M271A;&EC#0H^/@T*96YD;V)J#0HQ-"`P(&]B:@T*/#P-"B]4>7!E("]&;VYT
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M4@T*+T)A7!E("]4>7!E,0T*+TYA;64@
M+T8X#0H016YC;V1I;F<@-#\$@,"!2#0H00F%\$9490;G0@+U1I;65S+5)0;6%N
M#0H^/@T*96YD;V)J#0HT,2`P(&]B:@T*/#P-"B]4>7!E("]&;F-09&EN9PT*
M+T1I9F9E"]P97)T:&]U`T*
M+T%T:6QD92]!9&EE`T*+T5D:65R97-I"]/=&EL9&403V1I97)E"]I9&EE"]U9&EE6C=71E
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M4@T*+T-O;G1E;G1S(#(P(#`@4@T*/CX-"F5N9&]B:@T*,C(@,"!08FH-"CP\
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M(#,Y(#`@4@T*+T-O;G1E;G1S(#,X(#`@4@T*/CX-"F5N9&]B:@T*,"`P(&]B
M:@T*/#P-"B]4>7!E("]086=E"!;,"`P(#8Q,B`Q,#`X70T*
M/CX-"F5N9&]B:@T*-(,@,"!08FH-"CP\#0H05'EP92`00V%T86Q09PT*+U!A
M9V5S(#@@,"!2#0H^/@T*96YD;V)J#0HT,R`P(&]B:@T*/#P-"B]#

Under Reg. S-K, Item 601	Description
2.1	Agreement and Plan of Distribution, dated as of October 22, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
2.2	Tax Disaffiliation Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
2.3	Employee Benefits and Compensation Allocation Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
2.4	Intellectual Property License Agreement, dated as of November 5, 1999, by and between Harris Corporation and Lanier Worldwide, Inc.
2.5	Registration Rights Agreement, dated November 5, 1999, between Harris Corporation and Lanier Worldwide, Inc.
2.6	Transition Services Agreement, dated as of November 5, 1999, between Harris Corporation and Lanier Worldwide, Inc.