

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

HARRIS CORP /DE/

CIK: **202058** | IRS No.: **340276860** | State of Incorpor.: **DE** | Fiscal Year End: **0630**
Type: **8-K** | Act: **34** | File No.: **001-03863** | Film No.: **96502756**
SIC: **3663** Radio & tv broadcasting & communications equipment

Mailing Address
1025 W NASA BLVD
MELBOURNE FL 32919

Business Address
1025 W NASA BLVD
MELBOURNE FL 32919
4077279100

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): January 10, 1996

Harris Corporation

(Exact name of registrant as specified in charter)

Delaware -----	1-3863 -----	34-0276860 -----
(State or other juris- diction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

1025 W. NASA Boulevard, Melbourne, Florida -----	32919 -----
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number including area code: (407) 727-9100

None

(Former name or former address, if changed since last report)

ITEM 5. OTHER EVENTS.

On January 10, 1996, the Registrant entered into an Underwriting Agreement with Morgan Stanley & Co. Incorporated and Salomon Brothers Inc with respect to the offer and sale of the Registrant's 7% Debentures due January 15, 2026. This Current Report on Form 8-K is being filed for the purpose of amending the Registration Statement to include the exhibit set forth in Item 7.

ITEM 7. EXHIBITS.

Exhibit No. -----	[S]	[C]	Description -----
4			Form of 7% Debenture due January 15, 2026

-2-

3

SIGNATURES

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

HARRIS CORPORATION

Date: January 11, 1996

By: /s/ David S. Wasserman

David S. Wasserman
Vice President - Treasurer

-3-

4

EXHIBIT INDEX

Exhibit No.

Description

[S]

[C]

4

Form of 7% Debenture due January 15, 2026

-4-

[FORM OF DEBENTURE]

[FORM OF FACE OF DEBENTURE]

HARRIS CORPORATION

7% Debenture Due January 15, 2026

REGISTERED
No. D _____

REGISTERED
\$ _____

CUSIP: 413 875 AE5

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (the "Depository"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of the Depository (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

THIS GLOBAL DEBENTURE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR A SUCCESSOR OF THE DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR.*

HARRIS CORPORATION, a Delaware corporation (the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____

_____ or registered assignees (each a "Holder"), the principal sum of _____ DOLLARS, on January 15, 2026 (the "Maturity Date") and to pay interest thereon at 7% per annum from January 15, 1996 (the "Original Issue Date"), until the principal hereof is paid or duly made available for payment, semiannually in arrears on the fifteenth day of January and July (each an "Interest Payment Date") in each year, commencing on July 15, 1996, and on the Maturity Date.

* Applies only if this Debenture is a Global Debenture.

2

Interest on this Debenture will accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from the Original Issue Date, until the principal hereof has been paid or duly made available for payment (except as provided below). The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, will, subject to certain exceptions described herein, be paid to the person in whose name this Debenture (or one or more predecessor Debentures) is registered at the close of business on the date 15 calendar days prior to an Interest Payment Date (whether or not a Business Day) (the "Record Date"); provided, however, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof shall be payable. Any interest not punctually paid or duly provided for shall be payable as provided in the Indenture.

As used herein, "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or regulation to close in the City of New York or in the City of Cleveland, Ohio.

Payment of the principal of this Debenture and the interest due at the Maturity Date will be made in immediately available funds, upon surrender of this Debenture at the office of the Trustee in Cleveland, Ohio, or if required by the terms of the Indenture, at an office or agency of the Company maintained for that purpose in the Borough of Manhattan, City and State of New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. If this Debenture is in definitive registered form, payments of interest, other than interest due on the Maturity Date, will be made by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register. Notwithstanding the foregoing, payments of principal of and interest payable on the Maturity Date will be made by wire transfer of immediately available funds to a designated account maintained in the United States upon (i) receipt of written notice by the Trustee from the Holder hereof not less than one Business Day prior to the due date of such principal and (ii) presentation of this Debenture to the Trustee at the Trustee's office at 1900 East Ninth Street, Cleveland, Ohio 44114 (the "Corporate Trust Office"). A Holder of \$10,000,000 or more in aggregate principal amount of Debentures in definitive registered form may by written request to the Trustee at the Corporate Trust Office (or at such other address as the Company shall give notice in writing), not later than 15 calendar days prior to an Interest Payment Date, arrange to have the interest payable on all Debentures held by such Holder on such Interest Payment Date, and all subsequent Interest Payment Dates until written notice to the contrary is given to the Trustee, made by wire transfer of immediately available funds to a designated account maintained in the United States. If this Debenture is registered in the name of the

3

nominee, payments of interest on this Debenture will be made by wire transfer of immediately available funds to the Depository.

Reference is hereby made to the further provisions of this Debenture set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place, and to the Indenture, as defined on the reverse side hereof.

Unless the certificate of authentication hereon has been executed by the Trustee under the Indenture referred to on the reverse hereof by manual signature of one of its authorized representatives, this Debenture shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Debenture to be duly executed, manually or in facsimile, under its corporate seal.

DATED: HARRIS CORPORATION

[SEAL]

By: _____
Authorized Signatory

TRUSTEE'S CERTIFICATE
OF AUTHENTICATION

This is one of the Debentures of the series designated herein and referred to in the within-mentioned Indenture.

NATIONAL CITY BANK,
as Trustee

By: _____
Authorized Representative

[Form of Reverse of Debenture]

This Debenture is one of a duly authorized issue of securities (the "Securities") of the Company issued and to be issued in one or more series under an Indenture, dated as of October 1, 1990 (the "Indenture," which term includes all indentures supplemental thereto), between the Company and National City Bank, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture as to the series of which the Debenture is a part), to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the holders of the Debentures ("Holders") and of the terms upon which the Debentures are, and are to be, authenticated and delivered. The terms of the Indenture are hereby incorporated by reference herein.

This Debenture is not redeemable prior to maturity and is not subject to any sinking fund.

Interest payment on this Debenture will include interest accrued to but excluding the Interest Payment Dates or the Maturity Date, as the case may be. Interest payments for this Debenture will be computed and paid on the basis of a 360-day year of twelve 30-day months.

In the case where the Interest Payment Date or the Maturity Date does not fall on a Business Day (as defined on the face hereof), payment of interest or principal otherwise payable on such date shall be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date or on the Maturity Date, and no interest shall accrue for the period from and after the Interest Payment Date or the Maturity Date to such next succeeding Business Day.

This Debenture and all the obligations of the Company hereunder are direct, unsecured obligations of the Company, and rank without preference or priority among themselves and pari passu with all other existing and future unsecured and unsubordinated indebtedness of the Company.

The Indenture provides that, (i) if an Event of Default (as defined in the Indenture) due to the default in payment of principal of, premium, if any, or interest on, any series of Securities issued under the Indenture, including the series of Securities of which this Debenture forms a part, or due to the default in the performance or observance of any other covenant or agreement of the Company applicable to the Securities of such series but not applicable to all Outstanding Securities issued under the Indenture shall have occurred and be continuing, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities of each affected series (voting as a single class) issued under the Indenture and

then

Reverse - 1

5

Outstanding may then declare the entire principal of all Securities of each such affected series and interest accrued thereon to be due and payable immediately and (ii) if an Event of Default due to a default in the performance of any other of the covenants or agreements in the Indenture applicable to all Outstanding Securities issued thereunder, including this Debenture, due to certain events of bankruptcy, insolvency and reorganization of the Company, or due to defaults under and acceleration of other indebtedness under the circumstances described in the Indenture, shall have occurred and be continuing, either the Trustee or the Holders of not less than 25% in aggregate principal amount of all Securities issued under the Indenture and then Outstanding (treated as one class) may declare the entire principal of all such Securities and interest accrued thereon to be due and payable immediately; provided that upon certain conditions such declarations may be annulled and past defaults may be waived (except a continuing default in payment of principal of or premium, if any, or interest on such Securities) by the Holders of a majority in aggregate principal amount of the Securities of such series (or of all of the Securities, in the case of defaults described in clause (ii) then Outstanding).

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than 66- 2/3% in aggregate principal amount of the Securities at the time Outstanding of each series to be affected, evidenced as provided in the Indenture, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture (including any prior supplemental Indenture) or modifying in any manner the rights and obligations of the Holders of the Securities of each series to be affected and of the Company; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any of the Securities, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, or reduce the principal amount of a Security issued with original issue discount due and payable upon acceleration or the amount thereof provable in bankruptcy, or impair or affect the right of any Holder to institute suit for the payment thereof or, if the Securities provide therefor, any right to repayment at the option of the Holder, in each case without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holders of all Outstanding Securities so affected.

Any such consent or any waiver of a past default by the Holder of this Debenture shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Debenture and of any Debenture issued in

exchange herefor or in place hereof, irrespective of whether or not any notation of such consent or waiver is made upon this Debenture.

Reverse - 2

6

No reference herein to the Indenture and no provision of this Debenture or of the Indenture shall alter or impair the obligation of the Company (which term includes any successor corporation under the Indenture), which is absolute and unconditional, to pay the principal of and interest on this Debenture at the time, place and rate, and in the coin or currency, herein prescribed.

This Debenture is transferable by the registered Holder herein in person or by his attorney duly authorized in writing at the office of the Trustee in Cleveland, Ohio, or, if required by the terms of the Indenture, at an office or agency to be maintained by the Company in the Borough of Manhattan, the City and State of New York, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Debenture; provided, however, that in no event will a Debenture that has been called for redemption in whole or in part be transferable except for the unredeemed portion of the Debenture being redeemed in part. Upon any transfer a new registered Debenture or Debentures of authorized denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Debentures of this series are issuable only in fully registered form in denominations of \$1,000 or any amount in excess thereof which is an integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Debentures of this series are exchangeable for an equal aggregate principal amount of Debentures of this series of a different authorized denomination, as requested by the Holder surrendering the same, at the office of the Trustee in Cleveland, Ohio, or, if required by the terms of the Indenture, at an office or agency to be maintained by the Company in the Borough of Manhattan, the City and State of New York, without payment of any service or other charge except for any stamp or other tax or governmental charge in connection therewith.

The Company, the Trustee, any paying agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Debenture (whether or not this Debenture shall be overdue and notwithstanding any notice of ownership or writing hereof made by anyone other than the Company or any Security Registrar), for the purpose of receiving payment hereof or on account hereof or interest hereon and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Security Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or the interest on this Debenture, for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or any successor, either directly or through the Company

Reverse - 3

7

or any successor, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or legal or equitable proceeding or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

The Indenture and the Debentures shall be governed by and construed in accordance with the laws of the State of New York, except as may otherwise be required by mandatory provisions of law.

All terms used in this Debenture which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Reverse - 4

8

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

UNIF GIFT MIN ACT --Custodian.....
(Minor)

Under Uniform Gifts to Minors Act

.....
(State)

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in the above list.

Reverse - 5

9

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert Social Security or Other

Identifying Number of Assign: _____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS
INCLUDING ZIP CODE OF ASSIGNEE:

the within Debenture and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Debenture on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

Reverse - 6