

CONFIDENTIAL

ARRIS Group, Inc.
3871 Lakefield Drive
Suwanee, Georgia 30041

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April 15, 2015

Pace plc
Victoria Road
Saltaire BD18 3 LF
United Kingdom
Attention: Mike Pulli

Dear Ladies/Gentlemen:

In connection with the consideration of a possible business combination transaction (a "Possible Transaction") involving ARRIS Group, Inc. (the "Company"), and Pace plc (the "Counterparty"), each party is prepared to make available to the other party certain information. As a condition to, and in consideration of, such information being furnished by either party hereto (the "Disclosing Party") and its Representatives (as defined below) to the other party hereto (the "Receiving Party") or its Representatives, the Receiving Party agrees to treat such information (whether prepared by the Disclosing Party, its Representatives or otherwise and irrespective of the form of communication) which is furnished to the Receiving Party or its Representatives before, on or after the date hereof by or on behalf of the Disclosing Party (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter agreement (the "Agreement"), and to take or abstain from taking certain other actions as hereinafter set forth. For purposes of this Agreement, references to "Representatives" shall mean the party, its affiliates and the party's and its affiliates' respective officers, directors, employees, consultants, accountants, investment bankers, financial advisors, counsel and other representatives, and potential sources of debt financing. Notwithstanding any other provision of this Agreement, the Disclosing Party reserves the right not to make available hereunder any information, the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate.

1. Evaluation Material. The term "Evaluation Material" also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party or its Representatives pursuant hereto, as well as information which the Receiving Party or its Representatives otherwise learn or obtain through observation or through analysis of such information, data or knowledge. The Receiving Party acknowledges and agrees that the Disclosing Party shall remain the exclusive owner of the Evaluation Material and all patent, copyright, trade secret, trademark, domain name, and all other intellectual property rights therein. No license or conveyance of such rights is granted to the Receiving Party or implied under this Agreement. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement,

(ii) is or was within the Receiving Party's possession or the possession of any of its Representatives prior to its being furnished by or on behalf of the Disclosing Party pursuant hereto, provided that the source of such information was not known by the Receiving Party, after due inquiry, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information, (iii) becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that to the knowledge of the Receiving Party, after due inquiry, such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party with respect to such information or (iv) is independently developed by the Receiving Party or any of its Representatives without use or benefit of or reference to the Evaluation Material or violation of any obligation under this Agreement.

2. Use and Disclosure of Evaluation Material. The Receiving Party hereby agrees that it and its Representatives shall (i) use the Evaluation Material of the Disclosing Party solely for the purpose of evaluating, pursuing and facilitating a Possible Transaction, (ii) keep the Evaluation Material confidential and (iii) not disclose any of the Evaluation Material in any manner whatsoever, except as may be required by Law (as defined below) subject to the provisions set forth below; provided, however, that (x) the Receiving Party may make any disclosure of such information to which the Disclosing Party gives its prior written consent, and (y) the Receiving Party may disclose any of such information to its Representatives who need to know such information for the sole purpose of evaluating, pursuing and facilitating a Possible Transaction, provided such Representatives agree to comply with the terms of this Agreement applicable to such Representatives. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, the media and any corporation, company, limited liability company, trust, group, partnership, other entity or individual. The term "affiliate" as used in this Agreement shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "1934 Act"). The Receiving Party shall be responsible for the breach of this Agreement by its Representatives (including those who subsequent to the first date of disclosure of Evaluation Material cease to be a Representative), and the Receiving Party agrees, at its sole expense, to take commercially reasonable measures to direct its Representatives not to make any prohibited or unauthorized disclosure or use of the Evaluation Material.

The Counterparty hereby agrees that all questions regarding the Company and the Possible Transaction will be submitted or directed only to (i) the Company's Chief Executive Officer, Chief Financial Officer, any Executive Vice President or General Counsel; or (ii) the Company's advisor for the Possible Transaction, Evercore Partners. The Company hereby agrees that all questions and communications regarding the Counterparty and the Possible Transaction will be submitted or directed only to (i) the Counterparty's Chief Executive Officer, Chief Financial Officer or General Counsel or (ii) the Counterparty's advisor for the Possible Transaction, J.P. Morgan Cazenove .

Each of the Company and the Counterparty hereby acknowledges that it (i) is aware, and that it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, (ii) is familiar with, and will comply with, its obligations under the 1934 Act and the rules and regulations promulgated thereunder, including Rules 10b-5 and 14e-3, and (iii) is aware that the Discussion Information and the Evaluation Material may (in whole or in part) constitute inside information for the purposes of the United Kingdom's Criminal Justice Act 1993 or the market abuse regime under Part VIII of the United Kingdom's Financial Services and Markets Act 2000 and undertakes that, without limiting the obligations imposed under those Acts, it will not deal in (or encourage any other person to deal in) the shares or securities of the other party or base any behaviour on such information until it has ceased to have such information for the purposes of the Acts.

In addition, each party agrees that, except as required by Law or stock exchange rules, without the prior written consent of the other party, it and its Representatives will not disclose to any other person the fact that the Evaluation Material has been made available to the Receiving Party or its Representatives, that discussions or negotiations are taking place concerning a Possible Transaction between the parties or any of the terms, conditions or other facts with respect thereto (including the timing or status thereof) (collectively, the "Discussion Information").

In the event that the Receiving Party or any of its Representatives are requested or required pursuant to or in connection with any law, rule or regulation or the United Kingdom's City Code on Takeovers and Mergers (the "Code") or the lawful requirement of a governmental authority, the United Kingdom's Panel on Takeovers and Mergers or otherwise in connection with any other legal, regulatory, judicial, arbitral or administrative process (including by oral questions, interrogatories, deposition, regulatory filing, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) or any audit or inquiry by a regulator, bank examiner or auditor, self-regulating organization or pursuant to mandatory professional ethics rules (collectively, "Law") to disclose any of the Evaluation Material or Discussion Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement and a copy of such request, to the extent that it is legally permissible to do so, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its Representatives are nonetheless, based on advice of counsel, compelled by Law to disclose Evaluation Material or Discussion Information, the Receiving Party or its Representatives may, without liability hereunder, disclose only that portion of the Evaluation Material or Discussion Information which such counsel advises the Receiving Party, in writing, is required by Law to be disclosed; provided that, upon request by the Disclosing Party, the Receiving Party exercises the Receiving Party's commercially

reasonable efforts to preserve the confidentiality of the Evaluation Material and the Discussion Information, including, without limitation, by reasonably cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material and Discussion Information; and provided further that the Receiving Party shall promptly notify the Disclosing Party, to the extent it is legally permissible to do so, of (i) its determination to make such disclosure and (ii) the nature, scope and contents of such disclosure.

3. Return and Destruction of Evaluation Material. At any time upon the request of the Disclosing Party for any reason or upon the Receiving Party's decision not to proceed with a Possible Transaction, the Receiving Party will promptly deliver to the Disclosing Party or destroy all Evaluation Material (and all copies thereof) furnished to it or its Representatives by or on behalf of the Disclosing Party pursuant hereto. In the event of such a decision or request, all other Evaluation Material prepared by the Receiving Party or its Representatives shall be returned or destroyed and no copy thereof shall be retained. Upon the Disclosing Party's written request, the Receiving Party shall provide the Disclosing Party with prompt written confirmation of its compliance with this paragraph. Notwithstanding the foregoing, the Receiving Party and its Representatives (i) may maintain a copy of the Evaluation Material in their respective restricted access files for actual or anticipated litigation, compliance with regulations or the rules of any relevant professional standards body or corporate record keeping purposes and (ii) shall not be obligated to delete or erase any Evaluation Material contained in an archived computer system backup as required by law, regulation or in accordance with applicable security and/or disaster recover procedures. Notwithstanding the return, destruction, or permitted maintenance of the Evaluation Material, the Receiving Party and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations and agreements hereunder.

4. No Representations or Warranties. The Receiving Party understands and acknowledges that neither the Disclosing Party nor any of its Representatives (including without limitation any of its directors, officers, employees, agents, members, stockholders or affiliates or "controlling persons" within the meaning of Section 20 of the 1934 Act) makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The Receiving Party agrees that neither the Disclosing Party nor any of its Representatives (including without limitation any of its directors, officers, employees, agents or stockholders) shall have any liability to the Receiving Party or to any of its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The Receiving Party also agrees that neither it nor any of its Representatives (including without limitation any of its directors, officers, employees, agents or stockholders) is entitled to rely on the accuracy or completeness of the Evaluation Material or any other information which the Disclosing Party or any of its Representatives furnishes to the Receiving Party or any of its Representatives. Only those representations or warranties which are made in a final definitive agreement regarding any Possible Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. No Solicitation. In consideration of the Evaluation Material being furnished hereunder, the Receiving Party agrees that, for a period of two (2) years from the date hereof,

neither the Receiving Party nor any of its affiliates (as such term is defined under the 1934 Act) will, directly or indirectly, solicit to employ any of the employees of the Disclosing Party or any of its subsidiaries with whom the Receiving Party had contact or who became known to the Receiving Party in connection with its consideration of the Possible Transaction as long as they are employed by the Disclosing Party or any of its subsidiaries, without obtaining the prior written consent of the Disclosing Party (it being understood that any newspaper or other general solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision). Notwithstanding the foregoing, the Receiving Party shall not be prohibited from (i) employing any employee of the Disclosing Party that contacts the Receiving Party on his or her own initiative and without any direct solicitation by the Receiving Party or as a result of general advertisements for employment or (ii) soliciting or employing any employee of Disclosing Party through any recruiting firm that has not been directed to target the Disclosing Party's employees.

6. Standstill. For a period of 12 months from the date of this Agreement, the Company will not, without the recommendation of the board of directors of the Counterparty, directly or indirectly, acting either alone or jointly with or on behalf of any other person, in any manner (i) acquire, announce an intention to acquire, offer or propose to acquire, offer to sell or enter into any agreement, arrangement or undertaking to acquire or to sell, directly or indirectly, alone or acting in concert (as defined in the Code) with others, any of the Counterparty's securities, or any direct or indirect interest in those securities; (ii) put itself in a position where it is obliged to make an offer under Rule 9 of the Code; or (iii) make an approach to or solicit any of the Counterparty's shareholders in connection with or relating to a possible acquisition (direct or indirect) of or offer for any interest in the Counterparty's securities or business, provided that if during such period a third party (which, for the avoidance of doubt, shall not include the Company or any person with whom the Company may be deemed to be "acting in concert" (as that term is defined in the Code)) publicly announces a firm intention to make an offer to acquire the whole of the issued share capital of the Counterparty not already owned or agreed to be acquired by such third party (or any person or persons "acting in concert" with such third party (as that term is defined in the Code)), then the Company shall be entitled (notwithstanding the foregoing provisions of this Agreement) to make an offer for the whole of the issued share capital of the Counterparty not already owned or agreed to be acquired by the Company (or any person or persons "acting in concert" with the Company (as that term is defined in the Code)).

7. No Agreement. Each party understands and agrees that no contract or agreement providing for any Possible Transaction shall be deemed to exist between the parties unless and until a final definitive agreement has been executed and delivered. Each party also agrees that unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever to enter into or consummate a Possible Transaction by virtue of this Agreement except for the matters specifically agreed to herein.

8. No Waiver of Rights. The provisions of this Agreement cannot be amended or waived except with the written consent of each of the parties hereto. It is understood and agreed that no failure or delay by a 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 future exercise thereof or the exercise of any other right, power or privilege hereunder.

9. **Remedies.** It is further understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by a party or any of its Representatives and that a party shall be entitled to seek equitable relief, including injunctive relief, to prevent breaches and threatened breaches of the provisions of this Agreement by the other party or any of its Representatives, without the necessity of proving actual damages or of posting any bond. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach of this Agreement but shall be in addition to all other remedies available by law or equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction renders a final judgment on any such litigated matter, then the non-prevailing party shall be liable and pay to the prevailing party the reasonable legal fees and costs incurred by the other party in connection with such litigation, including any appeal therefrom.

10. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Additionally, any such term, provision, covenant or restriction that is so held to be invalid, void or unenforceable shall be deemed deleted from this Agreement to the minimum extent necessary and replaced by a term, provision, covenant or restriction that is valid and enforceable and that as closely as practicable expresses the intention of such invalid, void or unenforceable term, provision, covenant or restriction.

11. **Term.** The term of this Agreement will remain in force until the date that is two (2) years from the date hereof.

12. **Assignment.** This Agreement shall not be assigned by any party, by operation of law or otherwise, without the prior written consent of the other party hereto. This Agreement shall be binding upon, enforceable by and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Counterparts: Entire Agreement; No Modification.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement and shall become a binding agreement when a counterpart has been signed by each party and delivered to the other party, thereby constituting the entire agreement among the parties pertaining to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, understandings and representations, whether oral or written, of the parties in connection herewith. For the avoidance of doubt, this Agreement amends and restates the confidentiality agreement dated March 19, 2015 entered into between the parties hereto, effective as at that date. No covenant or condition or representation not expressed in this Agreement shall affect or be effective to interpret, change or restrict this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action, suit or other proceeding involving this Agreement. This Agreement may not be changed or terminated orally, nor shall any change,

termination or attempted waiver of any of the provisions of this Agreement be binding on any party unless in writing signed by the Counterparty and the Company. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement and no waiver of any provision of or default under this Agreement shall affect the right of any party thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether or not similar.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware by Delaware residents (without giving effect to any choice or conflict of law provision). The parties agree that any suit for the enforcement of, or based on any right arising out of, this Agreement may be brought in the courts of the state of Delaware or any federal court sitting therein, and each party consents to the exclusive jurisdiction of such courts and service of process in any such suit being made upon the General Counsel, in the case of the Company, or upon the General Counsel and Company Secretary, in the case of the Counterparty. Each party hereby agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient venue, court or jurisdiction. Each party further (i) agrees that it will not bring any action, suit, proceeding or claim relating to this Agreement in any court other than the courts of the State of Delaware or any federal court sitting therein and (ii) to the maximum extent permitted by applicable law, waives any right to trial by jury with respect to any suit related to or arising out of this Agreement.

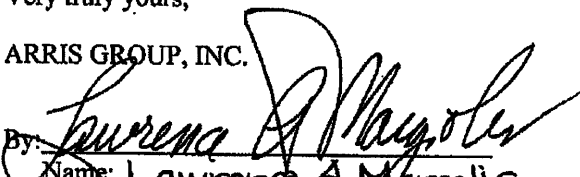
[SIGNATURE PAGE FOLLOWS]

Please confirm the Counterparty's agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between the Counterparty and the Company.

Very truly yours,

ARRIS GROUP, INC.

By:


Name: Lawrence A. Margolis
Title: EVP Law & Admin. Sec

Accepted and agreed as of
the date first written above:

Pace plc

By:

Name: Mike Pulli
Title: CEO

Please confirm the Counterparty's agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between the Counterparty and the Company.

Very truly yours,

ARRIS GROUP, INC.

By: _____

Name:

Title:

Accepted and agreed as of
the date first written above:

Pace plc


By: _____

Name: Mike Pulli

Title: CEO