

**JOINT DEFENSE, COMMON INTEREST AND
CONFIDENTIALITY AGREEMENT**

This JOINT DEFENSE, COMMON INTEREST AND CONFIDENTIALITY AGREEMENT (this "Agreement") is hereby entered into by and among the undersigned attorneys (hereinafter referred to individually as a "Party" and collectively as the "Parties") on their own behalf and on behalf of their clients in contemplation of potential investigation, litigation, and/or other proceedings relating to the acquisition of Pace plc by ARRIS Group, Inc. (hereinafter termed as the "Transaction").

WHEREAS, the Parties have undertaken and may undertake factual, legal and economic research and analysis, and the Parties are of the opinion that it is in the best interests of their clients for the Parties to exchange certain information, pool individual work product, and cooperate in a joint defense effort; and

WHEREAS, cooperation in such a joint defense effort will necessarily involve the exchange of confidential business, financial, technical and other information, as well as information that is otherwise a privileged attorney/client communication and/or attorney work product; and

WHEREAS, the Parties recognize that their clients share a common interest in resolving any antitrust and competition issues concerning the Transaction under all applicable laws and that a joint defense effort will promote evaluation and preparation of their respective defenses; and

WHEREAS, the Parties and their clients rely on the joint defense exception to the waiver of the attorney/client and attorney work product privileges; and

WHEREAS the Parties and their respective clients wish to continue to pursue their common interests and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges or immunities under applicable laws; and

NOW, THEREFORE, in consideration of the mutual terms and covenants herein, the Parties memorialize their pre-existing agreement and further agree as follows:

1. All non-public information, documents, data, opinions, strategies or other materials in any form, including oral, written or electronic communications, exchanged or communicated in the past or future by whatever means between or among the Parties and their clients in connection with the joint defense efforts pursuant to and in connection with defense of the Transaction (hereinafter referred to collectively as "Joint Defense Information"), shall be deemed subject to the terms of this Agreement. Wherever possible, Joint Defense Information shall be labeled as "Joint Defense Information - Privileged and Confidential," although the failure to do so will not preclude the information from being treated as Joint Defense Information subject to the terms of this Agreement.

2. Each Party affirms that Joint Defense Information includes information that has been communicated to counsel in confidence, by one or both of the Parties' clients, for

the purpose of securing legal advice and representation and attorney-work product and that all such Joint Defense Information is therefore subject to the attorney/client and/or attorney work product privilege belonging to the client, or as applicable, subject to the joint defense privilege or any other applicable privilege, which privilege may not be waived by any Party or its client without the prior consent of the client entitled to assert such privilege. Any inadvertent or purposeful disclosure by any Party or its client of information exchanged pursuant to this Agreement shall not constitute a waiver of any privilege or protection of any other Party or its client.

3. The Parties hereby agree that to the extent that Joint Defense Information is disclosed to them, it will be kept confidential and disclosed only to the following persons who will maintain its confidentiality: (i) the signatories to this Agreement and the partners, associates, staff and other employees of their respective firms who are working on the joint defense effort and/or any ensuing investigation, litigation, or other proceeding ("Proceeding") in connection with the Transaction, (ii) economic consultants retained by any Party or its client to assist in the joint defense effort and any related Proceeding in connection with the Transaction, (iii) any outside copying service or other outside vendor retained by any Party or its client that is necessary to assist in the joint defense effort and any related Proceeding in connection with the Transaction, (iv) except as provided in Paragraphs 4 and 5, each Party's respective client, and (v) subject to Paragraph 7, as required by law. It is expressly understood that Joint Defense Information shall not be further disclosed to any other person, unless authorized orally or in writing by the Party who provided such information to the other Parties and their client (hereafter, the "Producing Party") or its client.

4. Nothing in this Agreement shall preclude any Producing Party or its client from designating material "Outside-Counsel Only" or "Attorneys Only." The term "Outside Counsel" shall refer to any law firm that is or may become a signatory to this Agreement. Joint Defense Information provided on an "Outside-Counsel Only" basis may be exchanged among outside counsel, attorneys within the outside counsel's law firm, and employees or agents of such firm, and may be provided to any experts (and including any employees or agents of their firms) retained in connection with the Transaction, but shall not be divulged to any other person without the advance consent of the Producing Party or its client. All Joint Defense Information that a Producing Party intends to be provided on an "Outside-Counsel Only" basis shall be clearly marked, designated, or otherwise described as "Outside-Counsel Only." The term "Attorneys Only" shall include Outside Counsel and in-house lawyers for the clients who shall not share such information with anyone else (including anyone else within their Company) without the advance consent of the Producing Party or its client.

5. Nothing in this Agreement shall preclude any Producing Party or its client from designating any Joint Defense Information "Clean Team Only," in which case such material shall be subject to the requirements of the Clean Team Confidentiality Agreement between ARRIS Group Inc. and Pace plc, dated April 13, 2015 (as amended from time to time) and any subsequent Clean Team Agreement between ARRIS Group Inc. and Pace plc (the "Clean Team Agreement") and shall only be provided to the "Clean Team Members" listed on Annex B of the Clean Team Agreement, as such Annex may be updated from time to time, and the Clean Team Members for the client of the Party who receives such materials from the Producing Party (the "Receiving Party") shall not disclose the content of such materials to anyone who is not a Clean Team Member

unless such disclosure is made to a government agency in connection with obtaining regulatory clearance related to the Transaction. To the extent there is a conflict in relation to material designated as "Clean Team Only" between the provisions of this Agreement and the Clean Team Agreement, the provisions of the Clean Team Agreement shall prevail.

6. Joint Defense Information will be used by a Receiving Party or its client only for purposes of the joint defense effort and any related Proceeding in connection with the Transaction, as identified above, and shall not be used for any other purpose without the prior written consent of the Producing Party or its client.

7. If any person or entity requests or demands from a Receiving Party or its client by subpoena, court order or otherwise access to Joint Defense Information that the Receiving Party obtained from a Producing Party or its client, the Party or client receiving the demand, subpoena or order shall promptly notify the Producing Party. Each Party agrees that, except as required by law, the Producing Party or its client shall have the opportunity promptly, and in any event no more than ten days after receiving notice of the subpoena or order, to assert any rights or privileges against the request to obtain the material, and that the Producing Party or its client and the Parties or client who received the request shall take all steps necessary and appropriate to assist in the assertion of applicable rights and privileges with regard to said Joint Defense Information in the appropriate forum. The Producing Party's client shall bear the legal costs, including attorneys' fees, in asserting such rights and privileges. If the return date on the subpoena or order is less than ten days, the Producing Party and its client shall have as much time as is reasonably necessary prior to the return date to assert any applicable rights or privileges.

8. The existence of this Agreement or of a joint defense effort in connection with the Transaction shall not be used in any fashion against the Parties to this Agreement or their clients other than as set forth in this Agreement. By way of example and not limitation, it shall not be used offensively or defensively in any litigation between the clients of the Parties to this Agreement (other than as covered by this Agreement) involving any issue relating to or deriving from the Transaction. No Party to this Agreement or its client will claim that any counsel is disqualified in such litigation or any other matter by reason of the joint defense effort or that this Agreement creates any attorney-client relationship that did not exist prior to its execution.

9. At any time, any Producing Party or its client may request of any Receiving Party that it and its client return to the Producing Party or destroy any Joint Defense Information provided to the Receiving Party or its client pursuant to this Agreement. Upon request of the Producing Party, a Receiving Party and its client will redact (i.e., permanently delete) from any retained work product all statements and disclosures of Joint Defense Information provided by the Producing Party. The Parties agree that a failure to return, destroy, or redact such materials upon request provides adequate grounds for the Producing Party or its client to seek a court order directing return, destruction, or redaction of the materials. If a Receiving Party or its client is unable to ensure the destruction or redaction of any Joint Defense Information, it will take reasonable measures to make such Joint Defense Information permanently inaccessible. Any such destruction or redaction shall, upon the request of the Producing Party, be certified in writing to the Producing Party by an authorized person supervising the same. Even after the conclusion of the joint defense effort, Joint Defense Information will be treated as confidential. The Parties acknowledge that they and others permitted access to Joint Defense Information pursuant to this Agreement may maintain archived or

back-up tapes and other media not accessed in the ordinary course of business but used only to restore inadvertently destroyed or otherwise lost data ("Back-up Systems") that may include such Joint Defense Information. Notwithstanding the foregoing, the Parties acknowledge that it would be burdensome to remove information from such Back-up Systems or to render the information permanently inaccessible. The Parties shall not be required to engage in such steps but agree that they shall take no steps to retrieve such information from Back-up Systems in the absence of any need to use those Back-up Systems more generally to restore destroyed or lost data. Such Back-up Systems will be erased or destroyed in accordance with the Parties' normal course document preservation and destruction policies. Further, in the event such Back-up Systems are used to restore data destroyed or lost for other reasons, any Joint Defense Information will be removed from such restored systems and destroyed or rendered permanently inaccessible.

10. Nothing in this Agreement shall obligate any Party or its client to provide any information to any other Party or its client or exchange any information with any other Party or its client.

11. Nothing in this Agreement shall restrict any Party or its client from using or disclosing in any manner it chooses materials, whether confidential or otherwise, originating with that Party or its client so long as such materials do not contain or disclose Joint Defense Information that was received from another Party or its client.

12. Any Party may, on behalf of itself and/or its respective client, withdraw from the Agreement upon written notification to the other Parties. All Parties agree that in the event any Party withdraws, such Party and, if its client has also withdrawn, its client will immediately return or destroy (subject to Paragraph 9) all Joint Defense Information provided by any of the other Parties or their client and any such destruction shall, upon the request of the Producing Party, be certified in writing to the Producing Party by an authorized person supervising the same. The Parties agree that a failure to return or destroy such materials provides adequate grounds for the other Parties or their client to seek a court order directing return or destruction of the materials. Notwithstanding any withdrawal, each Party and its client remain subject to the provisions of Paragraphs 2-9 and 13 of this Agreement.

13. Each Party, on behalf of itself and its client, acknowledges and agrees that money damages would not be a sufficient remedy for any breach of any provision of this Agreement by any Party or its client, and that in addition to such remedies which any non-breaching Party or its clients may have, such non-breaching Parties and their clients shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

14. Any modifications to this Agreement must be in writing and signed by all Parties.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Each Party represents that it has been authorized by its client to enter into this Agreement and that its client has agreed to be bound by this Agreement.

Counsel for ARRIS Group, Inc.

By: [Signature]
Hogan Lovells US LLP

Counsel for Pace plc

By: _____
Paul Weiss Rifkind Wharton &
Garrison LLP

Date: _____

Date: _____

By: _____
Pinheiro Neto

By: Travers Smith LLP
Travers Smith LLP

Date: _____

Date: 18/05/2015

By: _____
Brigard & Urrutia

By: _____
Veirano

Date: _____

Date: _____

By: _____
SRS Global

By: _____
Philippi Prietocarrizosa & Urfa

Date: _____

Date: _____

By: _____
Gleiss Lutz

Date: _____

By: _____
Garrigues

Date: _____

Counsel for ARRIS Group, Inc.

By: _____
Hogan Lovells US LLP

Date: _____

By: _____
Pinheiro Neto

Date: 20/05/15

By: Manoel Urrutia
Brigand & Urrutia

Date: _____

By: _____
SRS Global

Date: _____

Counsel for Pace plc

By: _____
Paul Weiss Rifkind Wharton &
Garrison LLP

Date: _____

By: _____
Travers Smith LLP

Date: _____

By: _____
Veirano

Date: _____

By: _____
Philippi Prietocarrizosa & Uria

Date: _____

By: _____
Gleiss Lutz

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Garrigues

Date: _____

Counsel for ARRIS Group, Inc.

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By: _____
Hogan Lovells US LLP

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Garrison LLP

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Brigard & Urrutia

By: _____
Veirano

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Date: _____

By: _____
Marta Maria Lopez
SRS Global

By: _____
Philippi Prietocarrizosa & Uria

Date: 21/05/2015

Date: _____

By: _____
Gleiss Lutz

Date: _____

By: _____
Garrigues

Date: _____

Counsel for ARRIS Group, Inc.

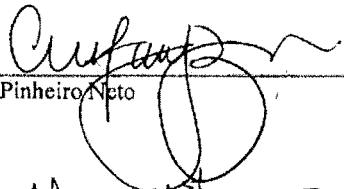
Counsel for Pace plc

By: _____
Hogan Lovells US LLP

By: _____
Paul Weiss Rifkind Wharton &
Garrison LLP

Date: _____

Date: _____

By: 
Pinheiro Neto

By: _____
Travers Smith LLP

Date: May 21st, 2015

Date: _____

By: _____
Brigard & Urrutia

By: _____
Veirano

Date: _____

Date: _____

By: _____
SRS Global

By: _____
Philippi Prietocarrizosa & Uria

Date: _____

Date: _____

By: _____
Gleiss Lutz

Date: _____

By: _____
Garrigues

Date: _____

Counsel for ARRIS Group, Inc.

By: [Signature]
Hogan Lovells US LLP

Date: May 18, 2015

By: _____
Pinheiro Neto

Date: _____

By: _____
Brigard & Urrutia

Date: _____

By: _____
SRS Global

Date: _____

Counsel for Pace plc

By: [Signature] for Paul, Weiss, Rifkin
Paul Weiss Rifkin Wharton &
Garrison LLP W. Brant & Barron LLP

Date: May 18, 2015

By: [Signature]
Travers Smith LLP

Date: 18/05/2015

By: _____
Veirano

Date: _____

By: _____
Philippi Prietocarrizosa & Uria

Date: _____

By: _____
Gleiss Lutz

Date: _____

By: _____
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