
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): May 4, 2009

HARRIS STRATEX NETWORKS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33278
(Commission File
Number)

20-5961564
(I.R.S. Employer
Identification No.)

Address of principal executive offices:

637 Davis Drive, Morrisville, NC 27560

Registrant's telephone number, including area code:

(919) 767- 3250

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 40.13e-4(c))
-
-

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 4, 2009, Harris Stratex Networks, Inc. (the “Company”) announced that Thomas L. Cronan III, age 49, has been appointed as the Company’s Senior Vice President, Chief Financial Officer, effective May 4, 2009.

Mr. Cronan will succeed Sally Dudash, who resigned as the Company’s Senior Vice President, Chief Financial Officer effective February 13, 2009, as previously reported by the Company in a Current Report on Form 8-K filed on February 4, 2009.

Prior to his appointment as the Company’s Senior Vice President, Chief Financial Officer, Mr. Cronan served as Chief Financial Officer of AeroScout, Inc., a provider of wireless asset monitoring solutions, since 2008. From 2007 to 2008, Mr. Cronan served as Chief Financial Officer of Ooma Inc., a provider of Voice over Internet Protocol hardware and services to consumers. Between 2001 and 2007, Mr. Cronan worked for Redback Networks Inc., an Internet network equipment provider, first as Vice President, General Counsel, U.S. and Assistant Secretary from 2001 and 2003, and then as Senior Vice President, Finance and Administration and Chief Financial Officer from 2003 until the sale of the company to Ericsson in January 2007.

A copy of the press release announcing Mr. Cronan’s appointment as Senior Vice President, Chief Financial Officer is attached hereto as Exhibit 99.1.

In connection with the hiring of Mr. Cronan, the Company and Mr. Cronan entered into an Employment Agreement (the “Employment Agreement”), effective as of April 18, 2009. The Company may terminate the Employment Agreement without cause at any time and Mr. Cronan may terminate the Employment Agreement with at least 10 days’ notice to the Company.

The Employment Agreement currently provides for an annual base salary of \$300,000, subject to annual adjustment by the Board of Directors. Starting with the Company’s 2010 fiscal year, Mr. Cronan will be eligible to participate in the Company’s Annual Incentive Plan, with a target annual bonus of 50% of base salary. Mr. Cronan will also be entitled to participate, on a prorated basis, in the Company’s 2009 fiscal year Annual Incentive Plan on the same basis. Mr. Cronan will also be eligible to participate in the Company’s Long-Term Incentive Program, as defined by the Board of Directors. The GAAP value of Mr. Cronan’s award under the Long-Term Incentive Plan will be \$430,000. The expected structure of the award is as follows: (a) 50% of such value will be represented by stock options with a three-year vesting period (with partial vesting on the first, second and third anniversaries of award) and (b) 50% of such value will be represented by performance shares subject to minimum financial performance goal achievement for the three-year period ending with the Company’s 2011 fiscal year and the continued employment of Mr. Cronan at the end of such three-year period. The final structure of Mr. Cronan’s Long-Term Incentive Program award is subject to determination by the Board of Directors.

Under the Employment Agreement, Mr. Cronan is also entitled to receive a one-time cash payment of \$50,000 payable on the first payroll date after Mr. Cronan’s start date (which amount must be repaid to the Company in the event that Mr. Cronan resigns (other than for “good reason,” as defined in the Employment Agreement) prior to six (6) months after Mr. Cronan’s start date).

In the event that Mr. Cronan resigns from the Company without good reason, he will not be entitled to any compensation or benefits from the Company other than those earned through the date of termination of employment. For purposes of the Employment Agreement, in the event that Mr. Cronan resigns from the Company without good reason, no part of the Annual Incentive Plan for the year in which such resignation occurs, no part of the performance shares of the multi-year period in which such resignation occurs and no part of unvested options will be deemed earned.

If Mr. Cronan’s employment by the Company is terminated by the Company for “cause,” as defined in the Employment Agreement or by reason of death, he will not be entitled to any compensation or benefits from the Company other than those earned through the date of such termination.

If Mr. Cronan’s employment by the Company is terminated by the Company without cause and Mr. Cronan signs a general release in favor of the Company, Mr. Cronan will be entitled to the following severance benefits: (a) all compensation and benefits that are earned but unpaid through the date of termination, (b) monthly severance payments at Mr. Cronan’s final base salary rate for a period of twelve (12) months following such termination, (c) payment of premiums necessary to continue group health insurance under COBRA (or other comparable health insurance coverage), (d) the prorated portion of any Annual Incentive Plan bonus that Mr. Cronan would have earned, if any, during the Annual Incentive Plan period in which Mr. Cronan’s employment terminates and (e) if the termination occurs prior to the first (1st) anniversary of the start date, accelerated vesting under initially-awarded stock options to the extent vesting that would have occurred through the first (1st) anniversary of the award date, but no other vesting will occur;

however, Mr. Cronan will be entitled to purchase any vested shares of stock that are subject to options (after giving effect to such acceleration) until the earlier of (x) twelve (12) months following the termination date or (y) the date on which the applicable options expire.

In the event that Mr. Cronan resigns from his employment with the Company for good reason and signs a release in favor of the Company, he will be entitled to the same severance benefits and payments payable by the Company in the event of a termination by the Company without cause, as described above.

If, within eighteen (18) months following any “change of control,” as defined in the Employment Agreement, Mr. Cronan is terminated by the Company without cause or if Mr. Cronan resigns from his employment with the Company for good reason and signs a release in favor of the Company, he will be entitled to the severance benefits and payments payable by the Company in the event of a termination by the Company without cause as described above; provided, however, that the twelve (12) month time periods with respect to the post-termination severance payments of Mr. Cronan’s final base salary rate, payment of group health insurance premiums and stock option exercise periods will each be increased by an additional twelve (12) months. The Company will also accelerate the vesting of all unvested stock options granted to Mr. Cronan such that all stock options will be fully vested as of the date of such termination or resignation. With respect to performance shares, if and to the extent the minimum performance criteria for any performance measurement period in which such termination occurs are satisfied, a pro rata portion of the performance shares for such period will vest upon the Board of Directors’ determination that the relevant performance criteria have been satisfied.

Mr. Cronan is subject to non-compete provisions during the term of the Employment Agreement and the period during which severance payments are made to Mr. Cronan pursuant to the Employment Agreement.

A copy of the Employment Agreement is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are furnished herewith:

- | | |
|------|---|
| 10.1 | Employment Agreement dated April 18, 2009 between Harris Stratex Networks, Inc. and Thomas L. Cronan III |
| 99.1 | Press Release dated May 4, 2009, announcing the appointment of Thomas L. Cronan III as Senior Vice President, Chief Financial Officer |
-

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.

HARRIS STRATEX NETWORKS, INC.

By: /s/ J. Russell Mincey

Name: J. Russell Mincey

Title: Interim Principal Accounting Officer, Global
Corporate Controller

Date: May 5, 2009

EXHIBIT INDEX

Exhibit No.
Under
Regulation S-K,
Item 601

Description

10.1	Employment Agreement dated April 18, 2009 between Harris Stratex Networks, Inc. and Thomas L. Cronan III
99.1	Press Release dated May 4, 2009, announcing the appointment of Thomas L. Cronan III as Senior Vice President, Chief Financial Officer

April 18, 2009

Mr. Thomas L. Cronan III
San Jose, CA 95120

Employment Agreement

Dear Tom:

This letter agreement sets forth the terms of your employment with Harris Stratex Networks, Inc. (the "Company") as well as our understanding with respect to any termination of that employment relationship. This Agreement will become effective on your first day of employment which is anticipated to be on or about May 4, 2009.

1. Position and Duties. You will be employed by the Company as its Senior Vice-President, Chief Financial Officer, reporting to the President and Chief Executive Officer. This position will be based at our facility location in San Jose, California. You accept employment with the Company on the terms and conditions set forth in this Agreement, and you agree to devote your full business time, energy and skill to your duties at the Company; provided, however, that you may serve in a volunteer capacity with any civic, educational or charitable organization so long as such service does not materially interfere with your responsibilities and obligations as Senior Vice President, Chief Financial Officer.

2. Term of Employment. Your employment with the Company is for no specified term, and may be terminated by you or the Company at any time, with or without cause, subject to the provisions of Paragraphs 4 and 5 below.

3. Compensation. You will be compensated by the Company for your services as follows:

(a) Salary: You will be paid a monthly base salary of \$25,000.00 (\$300,000 per year), less applicable withholding, in accordance with the Company's normal payroll procedures. In conjunction with your annual performance review, which will occur at or about the start of each fiscal year (currently July 1st), your base salary will be reviewed by the Board, and may be subject to adjustment based upon various factors including, but not limited to, your performance and the Company's profitability. Your base salary will not be reduced except as part of a salary reduction program that similarly affects all members of the executive staff reporting to the Chief Executive Officer of the Company, but will not be reduced prior to June 30, 2010 by virtue of any such salary reduction program.

(b) Annual Short-Term Incentive Plan: Subject to the approval of the Board of Directors or its Compensation Committee (as applicable, the "Board") of such a plan for

Mr. Thomas L. Cronan III
Employment Agreement

Company employees each year, starting in FY2010, you will be eligible to participate in the Company's Annual Incentive Plan with a target annual bonus of 50% of your annual base salary. You will also be entitled to participate in the Company's FY 2009 Annual Incentive Plan on the same basis, prorated for the portion of FY 2009 falling between your start date and the end of FY 2009. The Annual Incentive Plan will be paid (if minimum targets are met) in the calendar year in which the relevant fiscal year ends, promptly after the completion of the fiscal year's audit.

(c) Long-Term Incentive Program: Subject to Board approval each year, you will be eligible to participate in a Long Term Incentive Plan. Starting with FY 2009, you will be eligible to participate in the Company's Long-Term Incentive Program as defined by the Board. The GAAP value of your initial award, as determined by the Board at its reasonable discretion, will be \$430,000. The expected structure is (i) 50% of such value will be represented by options with a 3-year vesting period (50%/25%/25%) and (ii) 50% of such value will be represented by performance shares subject to vesting based on achievement of company financial performance criteria for the three-year period ending at the end of FY 2011. The final structure is subject to determination by the Board.

(d) Signing Bonus. You will receive a one-time cash bonus of \$50,000, less applicable withholding, payable on the first payroll date after your start date. You agree to repay this amount to the Company if you resign from your employment with the Company (other than for Good Reason as defined in Paragraph 5(d) below) prior to six (6) months after your start date.

(e) Benefits: You will have the right, on the same basis as other executives of the Company, to participate in and to receive benefits under any Company group medical, dental, life, disability or other group insurance plans, as well as under the Company's business expense reimbursement, educational assistance, holiday, and other benefit plans and policies. You will also be eligible to participate in the Company's 401(k) plan.

(f) Vacation: Once your employment begins, you will also accrue paid vacation at the rate of three weeks per year. Maximum accrued vacation will be in accordance with the Company's vacation policy.

4. Voluntary Termination. In the event that you voluntarily resign from your employment with the Company (other than for Good Reason as defined below), or in the event that your employment terminates as a result of your death, you will be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. (For purposes of this Agreement, unless otherwise expressly provided, no part of (i) the Annual Incentive Plan for the year in which your termination occurs, (ii) no part of the performance shares for the multi-year period in which your termination occurs and (iii) no part of options or restricted shares that are not vested as of your termination date will be deemed earned.) You agree that if you voluntarily terminate your employment with the Company for any reason, you will provide the Company with at least 10 business days' written notice of your resignation. The Company shall have the option, in its sole discretion, to make your resignation effective at any time prior to the end of such notice period, provided the Company pays you an amount equal to the base salary you would have earned through the end of the notice period.

5. Other Termination. Your employment may be terminated under the circumstances set forth below.

(a) Termination by Disability. If, by reason of any physical or mental incapacity, you have been or will be prevented from performing your then-current duties under this Agreement for more than three consecutive months, then, to the extent permitted by law, the Company may terminate your employment without any advance notice. Upon such termination, if you sign a general release of known and unknown claims in a form satisfactory to the Company (a "Release"), the Company will provide you with the severance payments and benefits described in Paragraph 5(c). Nothing in this paragraph shall affect your rights under any applicable Company disability plan; provided, however, that your severance payments will be offset by any disability income payments received by you so that the total monthly severance and disability income payments during your severance period shall not exceed your then-current base salary.

(b) Termination for Cause or Death: The Company may terminate your employment at any time for cause (as described below). If your employment is terminated by the Company for cause, or if your employment terminates as a result of your death, you shall be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. Provided, however, that if your employment terminates as a result of your death, the Company will pay your estate the prorated portion of any incentive bonus that you would have earned during the incentive bonus period in which your employment terminates; such prorated bonus will be paid at the time that such incentive bonuses are paid to other Company employees.

For purposes of this Agreement, a termination "for cause" occurs if you are terminated for any of the following reasons: (i) theft, dishonesty, misconduct or falsification of any employment or Company records; (ii) improper disclosure of the Company's confidential or proprietary information; (iii) any misconduct by you which has a material detrimental effect on the Company's reputation or business; (iv) your refusal or inability to perform any reasonably assigned duties (other than as a result of a disability) after written notice from the Company to you of, and a reasonable opportunity to cure, such failure or inability; or (v) your conviction (including any plea of guilty or no contest) for any criminal act that impairs your ability to perform your duties under this Agreement.

(c) Termination Without Cause: The Company may terminate your employment without cause at any time. If your employment is terminated by the Company without cause, and you sign a Release, which must be valid and enforceable no later than March 15 of the year following the year in which the termination occurs, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you will receive the following severance benefits:

(i) severance payments at your final base salary rate for a period of twelve (12) months following your termination; such payments will be subject to applicable withholding and made monthly commencing as of the effective date of your release;

Mr. Thomas L. Cronan III
Employment Agreement

(ii) payment of the premiums necessary to continue your and your covered dependents' group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if you are no longer eligible for COBRA coverage) until the earlier of (x) twelve (12) months following your termination date; or (y) the date you and your covered dependents first became eligible to participate in another employer's group health insurance plans;

(iii) payment of the prorated portion of any incentive bonus that you would have earned, if any, during the incentive bonus period in which your employment terminates (the pro-ration shall be equal to the percentage of that bonus period that you are actually employed by the Company) without taking into account any positive or negative discretionary adjustment, and such prorated bonus will be paid to you at the time that such incentive bonuses, if any, are paid to continuing Company employees;

(iv) with respect to any equity compensation subject to service-based vesting granted to you by the Company, you will cease vesting upon your termination date (except that if termination occurs prior to the first anniversary of your start date, vesting shall be accelerated to the extent, if any, vesting would have occurred had you continued in service through the first anniversary of the grant date of your initial award of service-based equity compensation); however, you will be entitled to purchase any vested shares of stock that are subject to service-based options until the earlier of (x) twelve (12) months following your termination date, or (y) the date on which the applicable option(s) expire(s); except as set forth in this subparagraph, your service-based vesting equity compensation awards will continue to be subject to and governed by the Plan and the applicable award agreements between you and the Company; and

(v) reasonable outplacement assistance selected and paid for by the Company and actually incurred and directly related to the termination of your services for the Company.

You will not be required to mitigate the severance payments and benefits described in Paragraphs 5(c)(i) — (v) above by seeking employment or otherwise, and there shall be no offset against amounts due you on account of your subsequent employment (except as provided in Paragraph 5(c)(ii) above and in Paragraph 10 below). Except as expressly set forth in this Paragraph 5(c), your Company equity compensation awards will continue to be subject to and governed by the Company's 2007 Stock Equity Plan (the "Plan") and the applicable award agreements between you and the Company.

(d) Resignation for Good Reason: If you resign from your employment with the Company for Good Reason (as defined in this paragraph), and you sign a Release, which must be valid and enforceable no later than March 15 of the year following the year in which the termination occurs, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c). For purposes of this Paragraph, "Good Reason" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chief Executive Officer of said condition(s):

- (i) a reduction in your base salary, other than a reduction that is similarly applicable to all members of the Company's executive staff;
- (ii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to all of the members of the Company's executive staff;
- (iii) a material breach by the Company of any material provision of this Agreement; or
- (iv) the relocation of the Company's workplace to a location that is more than 75 miles from your Company workplace of San Jose, California.

The foregoing condition(s) shall not constitute grounds for a Good Reason resignation unless you have provided notice to the Chief Executive Officer of the existence of the one or more of the above conditions within forty-five (45) days after you first become aware of the condition(s).

(e) Termination or Resignation For Good Reason Following a Change of Control: If, within 18 months following any Change of Control (as defined below), your employment is terminated by the Company without cause, or if you resign from your employment with the Company for Good Reason Following a Change of Control (as defined below), you sign a Release, which must be valid and enforceable no later than March 15 of the year following the year in which the termination occurs, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c); provided, that the time periods set forth in subparagraphs 5(c)(i), (ii), and (iv) shall each be increased by an additional twelve months. In addition, if such termination occurs, you shall receive a payment (in lieu of any payment under subparagraph 5(c)(iii)) equal to the greater of (i) the average of the annual incentive bonus payments received by you, if any, for the previous three years, or (ii) your target incentive bonus for the year in which your employment terminates. Such payment will be made to you within 15 days following the date on which the general release of claims described above becomes effective. The Company will also accelerate the vesting of all unvested service-based equity compensation granted to you by the Company such that all of your Company service-based equity compensation will be fully vested as of the date of your termination/resignation. With respect to any equity compensation subject to performance-based vesting granted to you by the Company, if such termination occurs within the second half of any performance measurement period, then if and to the extent the minimum performance criteria for any performance measurement period in which your termination occurs are satisfied, a pro rata portion of your performance shares for such period will vest upon the Board's determination, which may be based on audited financial statements for such period, that the relevant performance criteria have been satisfied; the pro rata portion shall be (i) the proportion of the performance shares for such period, based on the achievement of the performance criteria, times (ii) a fraction whose numerator is the number of days between the commencement of such period and the date of your termination and whose denominator is the total number of days in such period.

6. Change of Control/Good Reason Following a Change of Control.

(a) For purposes of this Agreement, a “Change of Control” of the Company shall mean the occurrence of any of the following unless both (i) immediately prior to such occurrence Harris Corporation (“Harris”) owns more than 30% of the total combined voting power of the Company’s outstanding securities and (ii) immediately after such occurrence (and the exercise or lapse of any rights triggered by such occurrence) Harris owns a majority of such total combined voting power of the outstanding capital stock of the Company:

(i) any merger, consolidation, share exchange or Acquisition, unless immediately following such merger, consolidation, share exchange or Acquisition of at least 50% of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of (i) the entity resulting from such merger, consolidation or share exchange, or the entity which has acquired all or substantially all of the assets of the Company (in the case of an asset sale that satisfies the criteria of an Acquisition) (in either case, the “Surviving Entity”), or (ii) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of the Surviving Entity (the “Parent Entity”) is represented by Company securities that were outstanding immediately prior to such merger, consolidation, share exchange or Acquisition (or, if applicable, is represented by shares into which such Company securities were converted pursuant to such merger, consolidation, share exchange or Acquisition), or

(ii) any person or group of persons (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended and in effect from time to time) directly or indirectly acquires beneficial ownership (determined pursuant to Securities and Exchange Commission Rule 13d-3 promulgated under the said Exchange Act) other than through a merger, consolidation, or Acquisition of securities possessing more than 30% of the total combined voting power of the Company’s outstanding securities other than (i) Harris, provided that this exclusion of Harris shall no longer apply after such time, if any, as Harris beneficially owns less than 30% of such total voting power, (ii) an employee benefit plan of the Company or any of its Affiliates (other than Harris), (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates (other than Harris), or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities, or

(iii) over a period of 36 consecutive months or less, there is a change in the composition of the Board such that a majority of the Board members (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of Board members, to be composed of individuals each of whom meet one of the following criteria: (i) have been a Board member continuously since the adoption of this Plan or the beginning of such 36 month period, (ii) have been appointed by Harris Corporation, or (iii) have been elected or nominated during such 36 month period by at least a majority of the Board members that (x) belong to the same class of director as such Board member and (y) satisfied the criteria of this subsection (c) when they were elected or nominated, or

(iv) a majority of the Board determines that a Change of Control has occurred, or

(v) the complete liquidation or dissolution of the Company.

For the purposes of this Agreement, the terms "Acquisition" and "Affiliate" have the meaning set forth in the Plan.

(b) For purposes of this Agreement, "Good Reason Following a Change of Control" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chief Executive Officer of said condition(s):

- (i) a material and adverse change in your position, duties or responsibilities for the Company, as measured against your position, duties or responsibilities immediately prior to the Change of Control; or
- (ii) a reduction in your base salary as measured against your base salary immediately prior to the Change in Control; or
- (iii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or
- (iv) the relocation by more than 75 miles of your Company workplace of San Jose, California.

7. Confidential and Proprietary Information: As a condition of your employment, you agree to sign and abide by the Company's standard form of employee proprietary information/confidentiality/assignment of inventions agreement.

8. Termination Obligations.

(a) You agree that all property, including, without limitation, all equipment, proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your employment, belongs to the Company and shall be returned to the Company promptly upon any termination of your employment.

(b) Upon your termination for any reason, and as a condition of your receipt of any severance benefits hereunder, you will promptly resign in writing from all offices and directorships then held with the Company or any affiliate of the Company.

(c) Following the termination of your employment with the Company for any reason, you shall fully cooperate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also cooperate in the defense of any action brought by any third party against the Company.

9. Limitation of Payments and Benefits. To the extent that any of the payments and benefits provided for in this Agreement or otherwise payable to you (the "Payments") constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of such Payments shall be either:

(a) the full amount of the Payments, or

(b) a reduced amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code (the "Excise Tax"),

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by you, on an after-tax basis, of the greatest amount of benefit. In the event that any Excise Tax is imposed on the Payments, you will be fully responsible for the payment of any and all Excise Tax, and the Company will not be obligated to pay all or any portion of any Excise Tax. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: reduction of cash payments; cancellation of accelerated vesting of stock options and stock appreciation rights; cancellation of full-value equity compensation awards; reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of your equity awards.

10. Other Activities. In order to protect the Company's valuable proprietary information, you agree that during your employment and for the period, if any, during which severance payments at your final base salary rate are payable under Paragraph 5(c) or 5(d) above, you will not, as a compensated or uncompensated officer, director, consultant, advisor, partner, joint venturer, investor, independent contractor, employee or otherwise, provide any labor, services, advice or assistance to any entity or its successor involved in the design, manufacture, distribution (directly or indirectly), or integration of any digital microwave products substantially similar to current Company products in form, fit, or function and used in terrestrial microwave point-to-point telecommunications networks anywhere in the world. You acknowledge and agree that the restrictions contained in the preceding sentence are reasonable and necessary, as there is a significant risk that your provision of labor, services, advice or assistance to any of those competitors could result in the disclosure of the Company's proprietary information. You further acknowledge and agree that the restrictions contained in this paragraph will not preclude you from engaging in any trade, business or profession that you are qualified to engage in. In the event of your breach of this Paragraph, the Company shall not be obligated to provide you with any further severance payments or benefits subsequent to such breach.

11. Attorneys' Fees. The Company will reimburse your reasonable attorneys' fees (up to \$7,500) in connection with the negotiation, preparation and execution of this Agreement with the Company within thirty (30) days after your start date, subject to the Company's expense reimbursement policies and procedures.

12. Dispute Resolution. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, the parties' employment relationship, or the termination of that relationship for any reason, shall be brought in the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in the County of Santa Clara and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection they may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Paragraph 12 shall for

any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

13. Compliance with Section 409A of the Internal Revenue Code. This Agreement is intended to comply with, or otherwise be exempt from Section 409A of the Code and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company has not made and is making no representation to you relating to the tax treatment of any payment pursuant to this Agreement under Section 409A and the corresponding provisions of any applicable State income tax laws.

Notwithstanding anything to the contrary in this Agreement, any payments or benefits due hereunder upon a termination of employment which are a "deferral of compensation" within the meaning of Section 409A shall only be payable or provided to you upon a "separation from service" as defined for purposes of Section 409A. In addition, if you are a "specified employee" as determined pursuant to Section 409A as of the date of your separation from service, as so defined, and if any payments or entitlements provided for in this Agreement constitute a "deferral of compensation" within the meaning of Section 409A and cannot be paid or provided in the manner provided herein without subjecting you to additional tax, interest or penalties under Section 409A, then any such payment or entitlement which is otherwise payable during the first six months following your separation from service shall be paid or provided to you in a lump sum on the earlier of (i) the first business day of the seventh calendar month immediately following the month in which your separation from service occurs or (ii) the date of your death. To the extent required to satisfy the provisions of the foregoing sentence with respect to any benefit to be provided in-kind, the Company shall bill you, and you shall promptly pay, the value for tax purposes of any such benefit and the Company shall therefore promptly refund the amount so paid by you as soon as allowed by the foregoing sentence.

For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. With respect to any reimbursement of your expenses, or any provision of in-kind benefits to you, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (1) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (2) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

14. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

Mr. Thomas L. Cronan III
Employment Agreement

15. Applicable Withholding. All salary, bonus, severance and other payments identified in this Agreement are subject to applicable withholding by the Company.

16. Assignment. In view of the personal nature of the services to be performed under this Agreement by you, you cannot assign or transfer any of your obligations under this Agreement. This Agreement will be binding upon and inure to the benefit of (a) your heirs, executors and legal representatives upon your death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "**successor**" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, comes to own all or substantially all of the assets or business of the Company.

17. Entire Agreement. This Agreement and the agreements referred to above constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations or agreements between you and the Company regarding your employment, whether written or oral. This Agreement sets forth our entire agreement regarding the Company's obligation to provide you with severance benefits upon any termination of your employment, and you shall not be entitled to receive any other severance benefits from the Company pursuant to any Company severance plan, policy or practice.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

19. Modification. This Agreement may only be modified or amended by a supplemental written agreement signed by you and an authorized representative of the Board.

Tom, we look forward to having you join us at Harris Stratex Networks, Inc. Please sign and date this letter on the spaces provided below to acknowledge your acceptance of the terms of this Agreement.

Sincerely,

Harris Stratex Networks, Inc.

By: _____ /s/ Harald J. Braun
President and Chief Executive Officer

I agree to and accept employment with Harris Stratex Networks, Inc. on the terms and conditions set forth in this Agreement.

Date: April 18 , 2009

_____/s/ Thomas L. Cronan III
Thomas L. Cronan III

Harris Stratex Networks Appoints Thomas L. Cronan as Chief Financial Officer

RESEARCH TRIANGLE PARK, NC — May 4, 2009 — Harris Stratex Networks, Inc. (NASDAQ: HSTX), a leading specialist in backhaul solutions for mobility and broadband networks, today appointed Thomas L. Cronan III as senior vice president and chief financial officer. In this role, Mr. Cronan will oversee the company's global financial operations. He will report directly to Harald Braun, Harris Stratex president and chief executive officer.

"Tom has a long track record of success, and has played a critical role in the strategic financial management and turnaround for both private and publicly-traded companies in the high-tech industry. His deep financial experience and legal background will be instrumental in establishing opportunistic strategic relationships and driving revenue growth through innovation, operational effectiveness, mergers and acquisitions, and productivity," said Harald Braun, president and CEO, Harris Stratex.

Mr. Cronan joined Harris Stratex from AeroScout, Inc., where he served as chief financial officer. He previously served as chief financial officer and senior vice president of finance at Redback Networks Inc., where he led the company through a financial restructuring and a period of sustained revenue growth. The company was acquired by Ericsson in 2007.

Earlier in his career, Mr. Cronan served as counsel for IBM and held several vice president, general counsel positions for high-tech companies such as Taligent, Open TV, Entrust Technologies and eCommerce, Inc. He also served as special counsel in the Technology Licensing group at Wilson Sonsini Goodrich and Rosati.

Mr. Cronan earned a J.D. at Fordham University Law School in New York. He holds a bachelor's degree from Muhlenberg College in Pennsylvania.

###

About Harris Stratex Networks, Inc.

Harris Stratex Networks, Inc. is a leading specialist in backhaul solutions for mobility and broadband networks. The company offers reliable, flexible and scalable wireless network solutions, backed by comprehensive professional services and support. Harris Stratex Networks serves all global markets, including mobile network operators, public safety agencies, private network operators, utility and transportation companies, government agencies and broadcasters. Customers in more than 135 countries depend on Harris Stratex Networks to build, expand and upgrade their voice, data and video solutions. Harris Stratex Networks is recognized around the world for innovative, best-in-class wireless networking solutions and services. For more information, visit www.HarrisStratex.com.

Contacts:

Investors: Mary McGowan, Summit IR Group Inc., 408-404-5401, mary@summitirgroup.com

Media: Jennifer Anderson, Harris Stratex Networks, Inc., 919-749-7240, jennifer.anderson@hstx.com