SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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) September 10, 2010

HARBINGER GROUP INC.

(Exact Name of Registrant as Specified in Its Charger)

Delaware

(State or Other Jurisdiction of Incorporation)

1-4219	74-1339132
(Commission File Number)	(IRS Employer Identification No.)
450 Park Avenue, 27th Floor, New York, New York	10022
(Address of Principal Executive Offices)	(Zip Code)

(212) 906-8555

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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 (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into Material Definitive Agreement.

Spectrum Brands Transfer

On September 10, 2010, Harbinger Group Inc., a Delaware corporation ("HGI"), entered into a Contribution and Exchange Agreement (the "Exchange Agreement") with Harbinger Capital Partners Master Fund I, Ltd., a Cayman Islands exempted company (the "Harbinger Master Fund"), Harbinger Capital Partners Special Situations Fund, L.P., a Delaware limited partnership, and Global Opportunities Breakaway Ltd., a Cayman Islands exempted company (collectively, the "Harbinger Parties").

Pursuant to the Exchange Agreement, HGI will issue an aggregate of 119,909,830 shares of HGI common stock, $0.01 par value per share ("HGI common stock") to the Harbinger Parties in exchange for an aggregate of 27,756,905 shares of common stock (the "SB Holdings Contributed Shares"), $0.01 par value per share (the "SB Holdings common stock"), of Spectrum Brands Holdings, Inc., a Delaware corporation ("SB Holdings"), owned by the Harbinger Parties (the "Spectrum Brands Transfer"), or approximately 54.4% of the outstanding SB Holdings common stock (approximately 54.1% on a fully diluted basis). The exchange ratio of 4.32 to 1.00 was based on the respective volume weighted average trading prices of HGI common stock ($6.33) and SB Holdings common stock ($27.36) on the New York Stock Exchange (the "NYSE") for the 30 trading days from and including July 2, 2010 to and including August 13, 2010, the day HGI received the Harbinger Parties' proposal for the Spectrum Brands Transfer.

The Harbinger Parties currently own 9,950,061 shares of HGI common stock, or approximately 51.6% of the outstanding HGI common stock, and 34,256,905 shares of SB Holdings common stock.

The consummation of the Spectrum Brands Transfer will result in the following: (i) the Harbinger Parties will together own approximately 93.3% of HGI's outstanding common stock; (ii) SB Holdings will become HGI's majority-owned subsidiary and its results will be consolidated with HGI's results in its financial statements; (iii) HGI will own approximately 54.4% of the outstanding SB Holdings common stock, or 54.1% of the fully diluted shares; (iv) Harbinger Master Fund will own approximately 12.7% of the outstanding and fully diluted shares of SB Holdings common stock; and (v) the remaining 32.9% of the outstanding SB Holdings common stock, or approximately 32.7% of the fully diluted shares, will continue to be owned by stockholders of SB Holdings who are not affiliated with the Harbinger Parties. SB Holdings common stock will continue to be traded on the NYSE under the symbol "SPB" following the consummation of the Spectrum Brands Transfer.

On September 10, 2010, a special committee of HGI's board of directors (the "Committee"), consisting solely of directors who have been determined by HGI's board of directors to be independent under the NYSE rules, unanimously determined that the Exchange Agreement and the Spectrum Brands Transfer are advisable to, and in the best interests of, HGI and its stockholders (other than the Harbinger Parties), approved the Exchange Agreement and the transactions contemplated thereby, and recommended that HGI's board of directors approve the Exchange Agreement and HGI's stockholders approve the issuance of HGI common stock pursuant to the Exchange Agreement. On September 10, 2010, HGI's board of directors (based in part on the unanimous approval and recommendation of the Committee) unanimously determined that the Exchange Agreement and the Spectrum Brands Transfer are advisable to, and in the best interests of, HGI and its stockholders (other than the Harbinger Parties), approved the Exchange Agreement and the transactions contemplated thereby, and recommended that HGI's stockholders approve the issuance of its common stock pursuant to the Exchange Agreement.

On September 10, 2010, the Harbinger Parties, who held a majority of HGI outstanding common stock on that date, approved the issuance of HGI common stock pursuant to the Exchange Agreement by written consent in lieu of a meeting pursuant to Section 228 of the General Corporation Law of the State of Delaware (the "DGCL").

The Spectrum Brands Transfer is subject to the following closing conditions, in addition to other customary closing conditions:

- approval of the issuance of shares of HGI common stock to the Harbinger Parties under the Exchange Agreement by the holders of a majority of the outstanding shares of HGI common stock (this condition has been satisfied);
- the filing of an information statement with the Securities and Exchange Commission (the "SEC") and the mailing of the information statement to HGI stockholders at least 20 calendar days prior to the consummation of the Spectrum Brands Transfer;
- approval for the listing on the NYSE of shares of HGI common stock to be issued under the Exchange Agreement;
- the SB Holdings Contributed Shares represent at least 52.0% of SB Holdings outstanding common stock as of the closing date of the Spectrum Brands Transfer calculated on a fully diluted basis;

- each Harbinger Party's delivery of a certificate to HGI with respect to the tax treatment of the Spectrum Brands Transfer applicable to the Harbinger Parties;
- the Harbinger Parties' delivery to HGI of a certain Lock-Up Letter (as defined and discussed below); and
- the HGI Registration Rights Agreement, as executed by HGI, and the SB Holdings Stockholder Agreement, as joined by HGI (each as defined and discussed below), remaining in full force and effect.

The Exchange Agreement also contains a number of customary representations and warranties of the parties, including, among others, corporate organization, capitalization, corporate authority and absence of conflicts, third party and governmental consents and approvals, SEC reports, regulatory matters and financial statements, absence of certain changes, accredited investor status, ownership of the SB Holdings Contributed Shares, related party transactions and brokers and advisors. The representations and warranties of each party set forth in the Exchange Agreement (i) have been qualified by confidential disclosures made to the other party in connection with the Exchange Agreement, (ii) are qualified in certain circumstances by a materiality standard which may differ from what may be viewed as material by investors, (iii) were made only as of the date of the Exchange Agreement or such other date as is specified in the Exchange Agreement, (iv) in some instances, have been included in the Exchange Agreement for the purpose of allocating risk between the parties rather than establishing matters as facts and (v) were made for the benefit of the parties to the Exchange Agreement only and may not be relied upon by any other person.

The shares of HGI common stock to be issued to the Harbinger Parties pursuant to the Exchange Agreement and the SB Holdings Contributed Shares to be contributed to HGI will not be registered under the Securities Act of 1933, as amended (the "Securities Act"). These shares will be restricted securities under the Securities Act. HGI may not be able to sell the SB Holdings Contributed Shares and the Harbinger Parties may not be able to sell their shares of HGI common stock acquired under the Exchange Agreement, except pursuant to: (i) an effective registration statement under the Securities Act covering the resale of those shares, (ii) Rule 144 under the Securities Act, which requires a specified holding period and limits the manner and volume of sales, or (iii) any other applicable exemption under the Securities Act.

The foregoing descriptions of the Exchange Agreement is qualified in its entirety by reference to the Exchange Agreement, which is attached hereto as Exhibits 2.1, and is incorporated into this Current Report on Form 8-K by reference. The exhibits and schedules to the Exchange Agreement have been omitted from the attached Exhibit 2.1. However, the Lock-Up Letter and Registration Rights Agreement (both as defined and described below), are attached hereto as Exhibits 10.1 and 10.2, respectively. Upon request, HGI shall furnish supplementally to the SEC a copy of any omitted exhibit or schedule of the Exchange Agreement.

Lock-Up Letter

As a condition to the closing of the Spectrum Brands Transfer, the Harbinger Parties must deliver to HGI a lock-up letter (the "Lock-Up Letter"). Pursuant to the Lock-Up Letter, the Harbinger Parties will agree that, for 90 days from the closing date of the Spectrum Acquisition, they will not without the prior written consent of HGI, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell or grant any option, right or, warrant for the sale of, or otherwise dispose of or transfer any of their SB Holdings common stock owned beneficially or as of record on the closing date of the Spectrum Brands Transfer (the "Subject Shares") or any securities convertible into or exchangeable or exercisable for the Subject Shares (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of the SB Holdings common stock or other securities, in cash or otherwise (each transaction described in clauses (i) and (ii) of this paragraph, a "Transfer").

The restrictions contained in the Lock-Up Letter do not apply to (i) any Transfer of the Lock-Up Securities pursuant to the Exchange Agreement, (ii) any Transfer of the Lock-Up Securities to an affiliate of the Harbinger Parties, (iii) any pledge by the Harbinger Parties of the Lock-Up Securities in favor of a lender or other similar financing source, and (iv) any Transfer or distribution by the Harbinger Parties of the Lock-up Securities to their limited partners, members or stockholders; provided, that in the case of any Transfer described in clause (ii) above, such affiliate delivers a signed written agreement accepting the restrictions set forth in the Lock-Up Letter as if it were a Harbinger Party for the balance of the lockup period. The restrictions of the Lock-Up Letter do not apply to any Lock-Up Securities acquired by the Harbinger Parties after the closing date of the Spectrum Brands Transfer.

The Lock-Up Letter is intended to limit downward pressure in the near term on the price of the SB Holdings common stock and HGI common stock that could otherwise negatively affect HGI stockholders unaffiliated with the Harbinger Parties.

The foregoing description of the Lock-Up Letter is qualified in its entirety by reference to the form of Lock-Up Letter, which is attached hereto as Exhibit 10.1, and is incorporated into this Current Report on Form 8-K by reference.

HGI Registration Rights Agreement

In connection with the Spectrum Brands Transfer, HGI and the Harbinger Parties entered into a registration rights agreement, dated as of September 10, 2010, (the "Registration Rights Agreement") pursuant to which, after the consummation of the Spectrum Brands Transfer, the Harbinger Parties will, among other things and subject to the terms and conditions set forth therein, have certain demand and so-called "piggy back" registration rights with respect to (i) any and all shares of HGI common stock owned after the date hereof by the Harbinger Parties and their permitted transferees (irrespective of when acquired) and any shares of HGI common stock issuable or issued upon exercise, conversion or exchange of HGI's other securities owned by the Harbinger Parties, and (ii) any of HGI securities issued in respect of HGI common stock issued or issuable to any of the Harbinger Parties with respect to the securities described in clause (i).

Under the Registration Rights Agreement, after the consummation of the Spectrum Brands Transfer any of the Harbinger Parties may demand that HGI register all or a portion of such Harbinger Party's shares of HGI common stock for sale under the Securities Act, so long as the anticipated aggregate offering price of the securities to be offered is (i) at least $30 million if registration is to be effected pursuant to a registration statement on Form S-1 or any similar "long-form" registration or (ii) at least $5 million if registration is to be effected pursuant to a registration statement on Form S-3 or a similar "short-form" registration. Under the agreement, HGI is not obligated to effect more than three such "long-form" registrations in the aggregate for all of the Harbinger Parties.

The Registration Rights Agreement also provides that if HGI decides to register shares of HGI common stock for HGI's own account or the account of a stockholder other than the Harbinger Parties (subject to certain exceptions set forth in the agreement), the Harbinger Parties may require HGI to include all or a portion of their shares of HGI common stock in the registration and, to the extent the registration is in connection with an underwritten public offering, to have such shares of HGI common stock included in the offering.

The foregoing descriptions of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, which is attached hereto as Exhibit 10.2, and is incorporated into this Current Report on Form 8-K by reference.

SB Holdings Stockholder Agreement

Upon consummation of the Spectrum Brands Transfer, HGI will become a party to the existing Stockholder Agreement, dated as February 9, 2010 (the "SB Holdings Stockholder Agreement"), by and among the Harbinger Parties and SB Holdings. Pursuant to the SB Holdings Stockholder Agreement, the parties agree that, among other things and subject to the terms and conditions set forth therein:

- SB Holdings will maintain (i) a special nominating committee (the "Special Nominating Committee") of its board of directors consisting of three Independent Directors (as defined in the SB Holdings Stockholder Agreement), (ii) a nominating and corporate governance committee of its board of directors (the "Nominating and Corporate Governance Committee") and (iii) an Audit Committee in accordance with the NYSE rules;
- for so long as HGI (together with HGI's affiliates, including the Harbinger Parties) own 40% or more of SB Holdings' outstanding voting securities, HGI will vote its shares of SB Holdings common stock to effect the structure of SB Holdings' board of directors described in the SB Holdings Stockholder Agreement and to ensure that SB Holdings' Chief Executive Officer is elected to its board of directors;
- neither SB Holdings nor any of its subsidiaries will be permitted to pay any monitoring or similar fee to HGI or its affiliates, including the Harbinger Parties;
- HGI will not effect any transfer of SB Holdings' equity securities to any person that would result in such person and its affiliates owning 40% or more of SB Holdings' outstanding voting securities, unless (i) such person agrees to be bound by the terms of the SB Holdings Stockholder Agreement, (ii) the transfer is pursuant to a *bona fide* acquisition of SB Holdings approved by SB Holdings' board of directors and a majority of the members of the Special Nominating Committee, (iii) the transfer is otherwise specifically approved by SB Holdings' board of directors and a majority of the Special Nominating Committee, or (iv) the transfer is of 5% or less of SB Holdings' outstanding voting securities;
- before June 16, 2011, HGI will not (and HGI will not permit any of its affiliates, including the Harbinger Parties, to) make any public announcement with respect to, or submit a proposal for, or offer in respect of a going-private transaction of SB Holdings unless such action is specifically requested in writing by the board of directors of SB Holdings with the approval of

a majority of the members of the Special Nominating Committee. In addition, under the SB Holdings' certificate of incorporation, no stockholder that (together with its affiliates) owns 40% or more of the outstanding voting securities of SB Holdings (the "40% Stockholder") shall, or shall permit any of its affiliates or any group which such 40% Stockholder or any person directly or indirectly controlling or controlled by such 40% Stockholder is a member of, engage in any transactions that would constitute a going-private transaction, unless such transaction satisfies certain requirements;

- HGI will have certain inspection rights so long as HGI and its affiliates, including the Harbinger Parties, own, in the aggregate, at least 15% of the outstanding SB Holdings' voting securities; and
- HGI will have certain rights to obtain Spectrum Brands information, at HGI's expense, for so long as HGI owns at least 10% of the outstanding SB Holdings' voting securities.

The provisions of the SB Holdings Stockholder Agreement (other than with respect to information and investigation rights) will terminate on the date on which HGI and its affiliates (including the Harbinger Parties) no longer beneficially own 40% of outstanding SB Holdings' voting securities. The SB Holdings Stockholder Agreement terminates when any person or group owns 90% or more of outstanding voting securities. The SB Holdings Stockholder Agreement cannot be amended without the approval of the parties thereto and cannot be waived without the approval of the party against whom the waiver is to be effective; provided that no such amendment or waiver will be effective without approval of a majority of the members of the Special Nominating Committee.

The foregoing descriptions of the SB Holdings Stockholder Agreement is qualified in its entirety by reference to the SB Holdings Stockholder, which is attached as Exhibit 10.5 to the Current Report on Form 8-K filed with the SEC by Spectrum Brands, Inc. on February 12, 2010.

SB Holdings Registration Rights Agreement

In connection with the Spectrum Brands Transfer, HGI also will become a party to the existing Registration Rights Agreement, dated as February 9, 2010 (the "SB Holdings Registration Rights Agreement"), by and among the Harbinger Parties, SB Holdings, and Avenue International Master, L.P. ("Avenue International Master"), Avenue Investments, L.P. ("Avenue Investments"), Avenue Special Situations Fund IV, L.P. ("Avenue Fund IV"), Avenue Special Situations Fund V, L.P. ("Avenue Fund V") and Avenue-CDP Global Opportunities Fund, L.P. ("CDP Global" and collectively with Avenue International Master, Avenue Investments, Avenue Fund IV and Avenue Fund V, the "Avenue Parties"). Pursuant to the SB Holdings Registration Rights Agreement, upon the consummation of the Spectrum Brands Transfer, HGI will, among other things and subject to the terms and conditions set forth therein, have certain demand and so-called "piggy back" registration rights with respect to HGI's shares of SB Holdings common stock.

Under the SB Holdings Registration Rights Agreement, HGI, the Harbinger Parties or the Avenue Parties may demand that SB Holdings register all or a portion of HGI's or their respective SB Holdings common stock for sale under the Securities Act, so long as the anticipated aggregate offering price of the securities to be offered is (i) at least $30 million if registration is to be effected pursuant to a registration statement on Form S-1 or a similar "long-form" registration or (ii) at least $5 million if registration is to be effected pursuant to a registration statement on Form S-3 or a similar "short-form" registration.

The SB Holdings Registration Rights Agreement also provides that if SB Holdings decides to register shares of its common stock for its own account or the account of a stockholder other than HGI, the Harbinger Parties and the Avenue Parties (subject to certain exceptions set forth in the agreement), HGI, the Harbinger Parties or the Avenue Parties may require SB Holdings to include all or a portion of their shares of SB Holdings common stock in the registration and, to the extent the registration is in connection with an underwritten public offering, to have such shares of SB Holdings common stock included in the offering.

The foregoing descriptions of the SB Holdings Registration Rights Agreement is qualified in its entirety by reference to the SB Holdings Stockholder Agreement, which is attached as Exhibit 4.1 to the Registration Statement on Form S-4 filed with the SEC by SB Holdings on March 29, 2010.

Item 5.07 Submission of Matters to a Vote of Security Holders

On September 10, 2010, the Harbinger Parties, who held a majority of HGI outstanding common stock on that date, approved the issuance of HGI common stock pursuant to the Exchange Agreement by written consent in lieu of a meeting pursuant to Section 228 of the DGCL. Pursuant to Regulation 14C of the Exchange Act, HGI will be filing a Schedule 14C with the SEC which will more fully describe the Exchange Agreement and the transactions contemplated thereby.

Item 8.01 Other Events.

On September 13, HGI and Harbinger Capital Partners LLC issued a joint press release announcing that the parties have entered into the Exchange Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) **Exhibits**

2.1 Contribution and Exchange Agreement, dated as of September 10, 2010, by and among Harbinger Group Inc., Harbinger Capital Partners Master Fund I, Ltd., Harbinger Capital Partners Special Situations Fund, L.P. and Global Opportunities Breakaway Ltd.

10.1 Form of lock-up letter to be delivered by Harbinger Group Inc., a Delaware corporation from Harbinger Capital Partners Master Fund I, Ltd., Harbinger Capital Partners Special Situations Fund, L.P. and Global Opportunities Breakaway Ltd. to Harbinger Group Inc.

10.2 Registration Rights Agreement, dated as of September 10, 2010, by and among Harbinger Group Inc., Harbinger Capital Partners Master Fund I, Ltd., Harbinger Capital Partners Special Situations Fund, L.P. and Global Opportunities Breakaway Ltd.

99.1 Press Release dated September 13, 2010.

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.

HARBINGER GROUP INC.

Date: September 13, 2010

By: /s/ Francis T. McCarron
Name: Francis T. McCarron
Title: Executive Vice President and Chief Financial Officer

Exhibit 2.1

EXECUTION VERSION

CONTRIBUTION AND EXCHANGE AGREEMENT

BY AND AMONG

HARBINGER GROUP INC.,

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.,

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P.

AND

GLOBAL OPPORTUNITIES BREAKAWAY LTD.

DATED AS OF SEPTEMBER 10, 2010

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CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT, dated as of September 10, 2010 (this "Agreement"), is made by and among Harbinger Group Inc., a Delaware corporation (the "Company"), Harbinger Capital Partners Master Fund I, Ltd., a Cayman Islands exempted company ("Harbinger Master"), Harbinger Capital Partners Special Situations Fund, L.P., a Delaware limited partnership ("Harbinger Special Situations"), and Global Opportunities Breakaway Ltd., a Cayman Islands exempted company ("Global Opportunities" and, each of Harbinger Master, Harbinger Special Situations and Global Opportunities, a "Harbinger Party" and, together, the "Harbinger Parties").

W I T N E S S E T H:

WHEREAS, each Harbinger Party is the beneficial owner of the number of shares of common stock, par value $0.01 per share (the "SBH Common Stock"), of Spectrum Brands Holdings, Inc., a Delaware corporation ("SBH"), set forth opposite such Harbinger Party's name under the heading titled "SBH Shares" on Exhibit A attached hereto (such shares, the "SBH Shares");

WHEREAS, the board of directors (the "Board of Directors") of the Company (upon the unanimous recommendation of a special committee consisting solely of directors of the Company determined by the Board of Directors to be "independent" pursuant to the rules of the New York Stock Exchange (the "Special Committee")), has approved the consummation of the transactions provided for in this Agreement, including the issuance by the Company to each Harbinger Party of shares of common stock, par value $0.01 per share, of the Company (the "Company Common Stock"), in exchange for the contribution to the Company by such Harbinger Party of a number of SBH Shares which, together with the SBH Shares to be contributed by the other Harbinger Parties hereunder, will represent at least fifty-two (52%) of the shares of SBH Common Stock calculated on a Fully-Diluted Basis (as defined herein) as of the Closing Date (as defined herein), upon the terms and subject to the conditions of this Agreement (the "Transaction");

WHEREAS, the Board of Directors (acting upon the unanimous recommendation of the Special Committee) has (a) determined that this Agreement and the Transaction are advisable and in the best interest of the Company and its stockholders (other than the Harbinger Parties), (b) declared it to be advisable for the Company to enter into this Agreement and the Ancillary Agreements (as defined herein), and to consummate the Transaction, (c) duly approved this Agreement, the Ancillary Agreements and the Transaction, which approval has not been rescinded or modified, and (d) determined to recommend to its stockholders the approval of, and submit to its stockholders for consideration in accordance with this Agreement, the issuance of Company Common Stock in the Transaction;

WHEREAS, as a condition and inducement to the Harbinger Parties entering into this Agreement and incurring the obligations set forth herein, concurrently with the execution and delivery of this Agreement, (a) the Company and the Harbinger Parties are

entering into a Registration Rights Agreement, in the form attached hereto as Exhibit B (as amended or modified from time to time, the "Registration Rights Agreement"), pursuant to which the Harbinger Parties will, effective upon the Closing (as defined herein), have certain registration rights in respect of the shares of Company Common Stock owned by them and (b) the Company is executing (x) a joinder, in the form attached hereto as Exhibit C (the "SBH Registration Rights Agreement Joinder"), to the SBH Registration Rights Agreement (as defined herein) and (y) a joinder, in the form attached hereto as Exhibit D (the "SBH Stockholder Agreement Joinder"), to the SBH Stockholder Agreement (as defined herein), pursuant to which the Company shall, effective upon the Closing, succeed to the rights and obligations of the Harbinger Parties under the SBH Registration Rights Agreement and the SBH Stockholder Agreement, respectively; and

WHEREAS, immediately following the execution and delivery of this Agreement, the Harbinger Parties shall deliver to the Company a written consent duly executed by each Harbinger Party in its capacity as a holder of Company Common Stock approving the issuance of Company Common Stock in the Transaction and such consents, taken together, shall represent at least a majority of the issued and outstanding shares of Company Common Stock.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE TRANSACTION

SECTION 1.1 The Contribution. Subject to the terms and conditions set forth herein, at the Closing, each Harbinger Party shall contribute to the Company the number of SBH Shares set forth opposite such Harbinger Party's name under the heading titled "Contributed Shares" on Exhibit A (collectively, the "Contributed Shares") in exchange for the issuance by the Company to such Harbinger Party of a number of fully paid and non-assessable shares of Company Common Stock obtained by multiplying (x) the total number of Contributed Shares to be contributed by such Harbinger Party pursuant to this sentence by (y) the Exchange Ratio. The number of Contributed Shares may be increased, but not decreased, by each Harbinger Party pursuant to Section 1.3(a)(i) hereof.

SECTION 1.2 Closing. The closing of the Transaction (the "Closing") shall take place at 10:00 a.m., prevailing Eastern time, on a date to be specified by the parties hereto, which shall be no later than the second business day after satisfaction or (to the extent permitted by applicable Law) waiver of all of the conditions set forth in Article V (other than delivery of items to be delivered at the Closing and other than those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and the satisfaction or (to the extent permitted by applicable Law) waiver of such conditions at the Closing) at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas,

New York, New York, unless another time, date or place is agreed to in writing by the parties hereto. The date on which the Closing occurs is referred to herein as the "Closing Date."

SECTION 1.3 Transactions to be Effected at the Closing.

(a) On the Closing Date, each of the Harbinger Parties shall:

(i) deliver to the Company a certificate (the "Closing Contribution Certificate") duly executed by an authorized officer of such Harbinger Party, setting forth the number, if any, of additional shares of SBH Common Stock to be contributed by such Harbinger Party in the Transaction and indicating whether such shares are certificated or uncertificated. From and after delivery of the Closing Contribution Certificate, such shares shall be deemed to be Contributed Shares for all purposes of this Agreement;

(ii) provide written notice to SBH of the Transaction and the contribution of the Contributed Shares to the Company and, provided that the Company is eligible to receive the Contributed Shares through DTC, request that SBH instruct its designated transfer agent to credit the aggregate number of uncertificated Contributed Shares to the Company's balance account with DTC through its Deposit Withdrawal Agent Commission system;

(iii) deliver to the Company stock certificates representing the Contributed Shares that are certificated, in each case, properly endorsed or accompanied by duly executed stock powers; and

(iv) deliver to the Company each of the documents, certificates and items required to be delivered by such Harbinger Party pursuant to Section 5.2.

(b) On the Closing Date, the Company shall:

(i) (A) subject to Section 1.4(b), issue to each Harbinger Party stock certificates representing a number of newly-issued, fully paid and non-assessable shares of Company Common Stock obtained by multiplying (x) the number of Contributed Shares contributed to the Company by such Harbinger Party at the Closing by (y) the Exchange Ratio, which certificates shall be, in each case, properly endorsed or accompanied by duly executed stock powers, and (B) instruct its designated transfer agent to update the stock ledger of the Company to reflect the issuance described in clause (A); and

(ii) deliver to the Harbinger Parties each of the documents, certificates and items required to be delivered by the Company pursuant to Section 5.3.

SECTION 1.4 The Exchange Ratio.

(a) The "Exchange Ratio" shall mean 4.32, subject to adjustment as set forth in this Section 1.4(a). The Exchange Ratio shall be adjusted (as mutually agreed

by the Company and the Harbinger Parties) to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into or exchangeable for Company Common Stock or SBH Common Stock), reorganization, recapitalization, reclassification or other similar change with respect to the Company Common Stock or the SBH Common Stock, having a record date on or after the date of this Agreement and prior to the Closing.

(b) Fractional Shares. Any fraction of a share of Company Common Stock issuable by the Company in the Transaction shall instead be rounded up to the nearest whole share if such fraction is equal to or greater than .5 and rounded down to the nearest whole share if such fraction is less than .5.

(c) Distributions and Rights with Respect to the Contributed Shares. Any dividends or other distributions payable in cash or property, pre-emptive rights, rights offerings or other similar rights arising after the date hereof in respect of the Contributed Shares shall inure to the benefit of the Company, whether or not such rights arise from the events set forth in paragraph 1.4(a) hereof. Each Harbinger Party shall take all such actions as are legally permissible to assign such rights to the Company or, if such rights are not assignable, such Harbinger Party and the Company shall use their respective reasonable best efforts to provide that the Company receives the benefit of such rights subject to the obligations and liabilities appurtenant thereto. In the event dividends or other distributions become payable in cash or other property (other than securities) with respect to Contributed Shares having a record date on or after the date of this Agreement and prior to the Closing, each Harbinger Party shall pay or deliver such cash or property (net of any taxes, costs or liabilities paid or payable by such Harbinger Party as a result of the ownership of such Contributed Shares) to the Company at the Closing in such manner as the Company shall reasonably direct. For the sake of clarity, the parties understand and agree that the payment to the Company of any such cash or property is a contribution, along with the SBH Shares, into the Company in a transaction governed by Section 351 of the Code.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE HARBINGER PARTIES

Except as set forth in the Harbinger Parties Disclosure Schedule, each Harbinger Party, severally, and not jointly or jointly and severally, represents and warrants to the Company that all of the statements contained in this Article II are true and correct as of the date of this Agreement, or if made as of a specified date, as of such date. Each disclosure set forth in the Harbinger Parties Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section of this Agreement for convenience of reference only, and shall be deemed a qualification or exception to such section and any other section of the Harbinger Parties Disclosure Schedule to which its applicability is reasonably apparent on the face of such disclosure regardless of whether or not such other section is specifically referenced.

SECTION 2.1 Ownership of the SBH Shares.

(a) As of the date of this Agreement, such Harbinger Party is the beneficial owner of the Contributed Shares set forth opposite such Harbinger Party's name under the heading titled "Contributed Shares" on Exhibit A, and, as of the Closing, such Harbinger Party shall be the beneficial owner of such Contributed Shares. Such Harbinger Party has as of the date of this Agreement, and will have as of the Closing, good and marketable title to the Contributed Shares owned by it, free and clear of all Liens other than Permitted Liens. The Contributed Shares to be delivered by such Harbinger Party at the Closing shall be delivered by such Harbinger Party to the Company free and clear of all Liens other than the Permitted Liens set forth in clause "(a)" of the definition of Permitted Liens.

(b) The Contributed Shares owned by such Harbinger Party have been duly authorized, validly issued and are fully paid and non-assessable. Except for the SBH Stockholder Documents and any agreements evidencing the credit obligations of such Harbinger Party or its Affiliates, such Harbinger Party is not a party to any Contract (i) restricting the purchase or transfer of, (ii) relating to the voting of, (iii) requiring the repurchase, redemption or disposition of, or (iv) containing any right of first refusal with respect to the Contributed Shares beneficially owned by it.

SECTION 2.2 Organization and Authority. Such Harbinger Party is duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its formation and has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, limited liability company or other action of such Harbinger Party. This Agreement has been duly and validly executed and delivered by such Harbinger Party and, assuming due authorization, execution and delivery by the other parties hereto, is a legal, valid and binding obligation of such Harbinger Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors generally and subject to general principles of equity (regardless of whether considered in a proceeding in equity or at Law).

SECTION 2.3 No Conflict; Required Filings or Consents.

(a) No Conflict. The execution, delivery and performance of this Agreement by such Harbinger Party do not, and the consummation by such Harbinger Party of the Transaction and compliance by such Harbinger Party with the provisions of this Agreement will not, conflict with, result in any violation, breach of or default under (with or without notice or lapse of time, or both), require any consent, waiver or approval under, give rise to any right of termination, cancellation or acceleration of any right, obligation or loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets (including intangible assets) of such Harbinger Party or any restriction on the conduct of any of the businesses or operations of such Harbinger Party under (i) any of the Organizational

Documents of such Harbinger Party, (ii) assuming the Company has duly executed and delivered the SBH Stockholder Agreement Joinder, any Contract to which such Harbinger Party or its Contributed Shares are bound or (iii) any Harbinger Party Permit or, subject to the governmental filings and other matters referred to in Section 2.3(b), any Law applicable to such Harbinger Party or its properties or assets.

(b) Required Filings or Consents. No consent, approval, Order or authorization or permit of, action by, or in respect of, or registration, declaration or filing with, or notification to any Governmental Authority is required to be made, obtained, performed or given by or with respect to such Harbinger Party in connection with the execution, delivery and performance of this Agreement by such Harbinger Party or the consummation by such Harbinger Party of the Transaction, except for (i) compliance with, and filings under, the HSR Act, and any applicable filings or notifications under any other Competition Laws, (ii) such reports under, or other applicable requirements of, the Exchange Act, the Securities Act and the rules of the NYSE as may be required in connection with this Agreement and the Transaction and (iii) such consents, approvals, Orders, authorizations, permits, actions, registrations, declarations, filings or notifications, the failure of which to be made, obtained, performed or given as have not had and would not reasonably be likely to have, individually or in the aggregate, a material adverse effect on the ability of such Harbinger Party to consummate the Transaction.

SECTION 2.4 SBH SEC Reports; Information Supplied.

(a) SBH SEC Reports. To the Knowledge of such Harbinger Party:

(i) Each report, registration statement, certification and definitive proxy statement which was required to be filed or furnished by SBH with the SEC on or after March 29, 2010 (the "SBH SEC Reports") did not at the time it was filed or furnished (and if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing and as so amended or superseded) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) As of the date of this Agreement, there are no unresolved SEC comments with respect to the SBH SEC Reports.

(iii) The financial statements of SBH, Russell Hobbs and Spectrum contained in or incorporated by reference into the SBH SEC Reports (other than the *pro forma* financial information contained therein) (A) were prepared in accordance with GAAP, applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto), (B) fairly present, in all material respects, the financial position and consolidated results of operations and cash flows, as the case may be, of such Person and its Subsidiaries, in each case as of their respective dates or for the respective periods set forth therein, except that the unaudited interim financial statements were, are or will be subject to normal adjustments as will not be material to SBH and its Subsidiaries,

taken as a whole, and (C) complied or will comply as to form in all material respects with the applicable published rules and regulations of the SEC with respect thereto.

(iv) Except as to matters disclosed in the SBH SEC Reports filed or furnished prior to the date of this Agreement (excluding any disclosures in any "risk factor" section thereof), since December 31, 2009, there has not been any event, occurrence, effect, change or circumstance that has had, or would reasonably be likely to have, an SBH Material Adverse Effect.

(v) The *pro forma* financial information contained in the SBH SEC Reports was prepared on a reasonable basis and complied as to form in all material respects with the applicable published rules and regulations of the SEC with respect thereto.

(b) Information Supplied. None of the information supplied or to be supplied by or on behalf of such Harbinger Party, and to the Knowledge of such Harbinger Party, none of the information to be supplied in respect of SBH, in each case, specifically for inclusion in the Information Statement will, when it is filed or at any time it is amended or supplemented or at the date the Information Statement is first mailed to the Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing provisions of this Section 2.4(b), no representation or warranty is made by such Harbinger Party with respect to information or statements made or incorporated by reference in the Information Statement that was not supplied by or on behalf of such Harbinger Party or by or on behalf of SBH specifically for inclusion or reference therein.

SECTION 2.5 Accredited Investor; Acquisition for Own Account.

(a) Accredited Investor. Such Harbinger Party has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated by this Agreement, has the ability to bear the economic risks of the investment and is an "accredited investor" as defined in Rule 501 (without regard to Rule 501(a)(4)) of Regulation D, promulgated under the Securities Act.

(b) Acquisition for Own Account. The shares of Company Common Stock to be issued to such Harbinger Party in the Transaction are being acquired for such Harbinger Party's own account and with no intention of distributing or reselling such shares of Company Common Stock or any part thereof in any transaction that would be in violation of the securities Laws of the United States and any state of the United States, without prejudice, however, to the rights of such Harbinger Party at all times to sell or otherwise dispose of all or any part of such shares of Company Common Stock in a transaction that does not violate the Securities Act, under an effective registration statement under the Securities Act or under an exemption from such registration available under the Securities Act, and in compliance with other applicable state and federal securities Laws.

SECTION 2.6 Capital Structure of SBH. To the Knowledge of such Harbinger Party:

(a) As of the date hereof, the authorized capital stock of SBH consists of 200,000,000 shares of SBH Common Stock and 100,000,000 shares of preferred stock, par value $0.01 per share (the "SBH Preferred Stock"). As of the close of business on September 8, 2010, (i) 51,020,426 shares of SBH Common Stock were issued and outstanding, (ii) no shares of SBH Preferred Stock were issued and outstanding, (iii) no shares of SBH Common Stock were held by SBH in its treasury and (iv) no shares of SBH Preferred Stock were held by SBH in its treasury. All of the Contributed Shares have been, duly authorized and will be, when contributed to the Company in accordance with the terms hereof, validly issued, fully paid, non-assessable and free of pre-emptive rights other than the pre-emptive rights for the benefit of such Harbinger Party under the Organizational Documents of SBH. As of the date of this Agreement, except (i) as set forth above, (ii) as set forth in Section 2.6(a) of the Harbinger Parties Disclosure Schedule, there are no (A) shares of capital stock of SBH authorized, issued or outstanding, (B) existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, Contracts or binding commitments of any character to which SBH is a party, requiring SBH to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock of, or other equity interest in, SBH or securities convertible into or exchangeable for such shares or equity interests, or to grant, extend or enter into any such option, warrant, call, subscription or other right, Contract or binding commitment (in each case, other than pursuant to the SBH Stockholder Documents) or (C) outstanding contractual obligations of SBH to repurchase, redeem or otherwise acquire any shares of SBH Common Stock or the capital stock of SBH (except for customary repurchases of shares of capital stock of SBH from former employees of SBH or its Subsidiaries upon cessation or termination of employment).

(b) As of the date hereof, except pursuant to the Registration Rights Agreement, dated February 9, 2010, among SBH, the Harbinger Parties and certain other parties, there are no contractual obligations for SBH or any of its Subsidiaries to file a registration statement under the Securities Act or which otherwise relate to the registration of any securities of SBH or its Subsidiaries under the Securities Act.

(c) As of the date hereof, no bonds, debentures, notes or other evidences of Indebtedness or other obligations of SBH having the right to vote (or which bonds, debentures, notes or other evidences of Indebtedness or other obligations are convertible into or exercisable for SBH Common Stock having the right to vote) on any matters on which stockholders may vote ("SBH Voting Debt") are issued or outstanding.

SECTION 2.7 Related Party Transactions. Except for the SBH Stockholder Documents or as disclosed in Section 2.7 of the Harbinger Parties Disclosure Schedule, none of the Harbinger Parties or any of their respective Affiliates (other than SBH and its Subsidiaries) is a party to any Contract with SBH or any Subsidiary thereof that would be required to be disclosed by SBH pursuant to Item 404 of Regulation S-K under the Exchange Act.

SECTION 2.8 Brokers and Advisors. Except for fees and expenses payable to Credit Suisse, which fees and expenses shall remain the obligation of the Harbinger Parties, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Harbinger Party.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Disclosure Schedule or in the Company SEC Reports filed with the SEC prior to the date of this Agreement, the Company represents and warrants to the Harbinger Parties that all of the statements contained in this Article III are true and correct as of the date of this Agreement, or if made as of a specified date, as of such date. Each disclosure set forth in the Company Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section of this Agreement for convenience of reference only, and shall be deemed a qualification or exception to such section and any other section of the Company Disclosure Schedule to which its applicability is reasonably apparent on the face of such disclosure regardless of whether or not such other section is specifically referenced.

SECTION 3.1 Organization, Standing and Corporate Power; Organizational Documents; Subsidiaries.

(a) Organization, Standing and Corporate Power. The Company and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority and all requisite approvals from any Governmental Authorities necessary to own, lease and operate its properties and assets and to carry on its business as currently conducted. The Company and each of its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions that recognize such concept) in each jurisdiction in which the nature or conduct of its business or the ownership, leasing or operation of its properties and assets makes such qualification, licensing or good standing necessary, in each case except as has not had and would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(b) Organizational Documents. The Company has delivered or made available to the Harbinger Parties, prior to the execution of this Agreement, true, correct and complete copies of the Organizational Documents of the Company, and each such instrument is in full force and effect. The Company is not in violation of its Organizational Documents.

(c) Subsidiaries. Except as set forth in Section 3.1(c) of the Company Disclosure Schedule, the Company does not have any direct or indirect Subsidiaries. All the outstanding shares of capital stock of, or other equity interest in, the

Subsidiaries of the Company have been validly issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, in each case, (i) free and clear of all Liens (other than restrictions under applicable securities Laws), (ii) free of pre-emptive rights and (iii) free and clear of any other restriction on the right to vote or sell the same, except as may be provided as a matter of Law.

SECTION 3.2 Capital Structure of the Company. The Company represents and warrants that:

(a) As of the date hereof, the authorized capital stock of the Company consists of 500,000,000 shares of Company Common Stock and 10,000,000 shares of preferred stock, par value $0.01 per share (the "Company Preferred Stock"). As of the close of business on September 10, 2010, (i) 19,286,290 shares of Company Common Stock were issued and outstanding, (ii) no shares of Company Preferred Stock were issued and outstanding, (iii) no shares of Company Common Stock were held by the Company in its treasury and (iv) no shares of Company Preferred Stock were held by the Company in its treasury. All of the outstanding shares of Company Common Stock are, and all shares of Company Common Stock to be issued in the Transaction have been, duly authorized and will be, when issued in accordance with the terms hereof, validly issued, fully paid, non-assessable and free of pre-emptive rights. As of the date of this Agreement, except as set forth above or as disclosed in Section 3.2(a) of the Company Disclosure Schedule, there are no (A) shares of capital stock of the Company authorized, issued or outstanding, (B) existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, Contracts or binding commitments of any character, relating to the issued or unissued capital stock of the Company or any of its Subsidiaries, any obligation of the Company or any of its Subsidiaries to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock of, or other equity interest in, the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares or equity interests, or to grant, extend or enter into any such option, warrant, call, subscription or other right, Contract or binding commitment or (C) outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Company Common Stock or the capital stock of the Company or any of its Subsidiaries or Affiliates or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any other entity.

(b) As of the date hereof, except pursuant to the Registration Rights Agreement, dated April 13, 1999, between the Company and Zap.Com Corporation, its wholly owned Subsidiary, there are no contractual obligations for the Company or any of its Subsidiaries to file a registration statement under the Securities Act or which otherwise relate to the registration of any securities of the Company or its Subsidiaries under the Securities Act.

(c) As of the date hereof, no bonds, debentures, notes or other evidences of Indebtedness or other obligations of the Company having the right to vote (or which bonds, debentures, notes or other evidences of Indebtedness or other obligations are convertible into or exercisable for Company Common Stock having the right to vote) on any

matters on which stockholders may vote ("Company Voting Debt") are issued or outstanding.

(d) Except for the Transaction and as disclosed in Section 3.2(d) of the Company Disclosure Schedule, there are no securities, options, warrants, calls, rights, commitments, Contracts or undertakings of any kind to which the Company or any of its Subsidiaries is a party or by which either of them is bound obligating the Company or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock, Company Voting Debt or other voting securities of the Company or any of its Subsidiaries, or obligating the Company or any of its Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, Contract or undertaking.

(e) Except for the Transaction, neither the Company nor any of its Subsidiaries is a party to any Contract (i) restricting the purchase or transfer of, (ii) relating to the voting of, (iii) requiring the repurchase, redemption or disposition of, or (iv) containing any right of first refusal with respect to, any capital stock of the Company or any of its Subsidiaries.

(f) Other than U.S. Treasury securities and the Subsidiaries listed in Section 3.1(c) of the Company Disclosure Schedule, the Company does not directly or indirectly beneficially own any securities or other beneficial ownership interests in any other entity. There are no outstanding contractual obligations of the Company or any of its Subsidiaries to make any loan to, or any equity or other investment in (in the form of a capital contribution or otherwise), any of its Subsidiaries or any other Person.

SECTION 3.3 Authority; Requisite Corporate Approval; Opinion of Financial Advisor; Voting Requirements; No Conflict; Required Filings or Consents.

(a) Authority. The Company has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and, subject to receipt of the Company Stockholder Approval, to consummate the Transaction. The execution, delivery and performance of this Agreement by the Company, and the consummation by the Company of the Transaction, have been duly and validly authorized by all necessary corporate action on the part of the Company, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Transaction, in each case, subject to receipt of the Company Stockholder Approval. This Agreement has been duly executed and delivered by the Company. Assuming the due authorization, execution, delivery and performance of this Agreement by the other parties hereto, this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors generally and subject to general principles of equity (regardless of whether considered in a proceeding in equity or at Law).

(b) Requisite Corporate Approval. The Board of Directors (acting upon the unanimous recommendation of the Special Committee) has (i) determined that this

Agreement and the Transaction are advisable and in the best interest of the Company and its stockholders (other than the Harbinger Parties), (ii) declared it to be advisable for the Company to enter into this Agreement and the Ancillary Agreements, and to consummate the Transaction, (iii) duly approved this Agreement, the Ancillary Agreements and the Transaction, which approval has not been rescinded or modified, and (iv) determined to recommend to its stockholders the approval of, and submit to its stockholders for consideration in accordance with this Agreement, the issuance of Company Common Stock in the Transaction.

(c) Opinion of Financial Advisor. The Special Committee has received the opinion of its financial advisor, Houlihan Lokey Financial Advisors, Inc. ("Houlihan Lokey"), to the effect that, as of the date of such opinion and based upon and subject to the assumptions made, matters considered and qualifications and limitations set forth in such opinion, the Exchange Ratio is fair to the Company from a financial point of view. The Company will provide the Harbinger Parties with an informational copy of Houlihan Lokey's written opinion promptly following the execution of this Agreement, it being understood than none of the Harbinger Parties shall have the right to rely on such opinion.

(d) Voting Requirements. The approval of the issuance of Company Common Stock in the Transaction by the holders of a majority of the issued and outstanding shares of Company Common Stock for purposes of Section 312.03(b) and/or (c) of the NYSE Listed Company Manual (the "Company Stockholder Approval") is the only vote of the holders of any class or series of capital stock of the Company that is required to authorize the issuance of Company Common Stock in the Transaction and no other vote of the holders of any class or series of capital stock of the Company is required in connection with the Company's execution, delivery or performance of this Agreement and consummation of the Transaction.

(e) No Conflict. The execution, delivery and performance of this Agreement by the Company do not, and the consummation by the Company of the Transaction and compliance by the Company with the provisions of this Agreement will not, conflict with, result in any violation, breach of or default under (with or without notice or lapse of time, or both), require any consent, waiver or approval under, give rise to any right of termination, cancellation or acceleration of any right, obligation or loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets (including intangible assets) of the Company or any of its Subsidiaries or any restriction on the conduct of any of the businesses or operations of the Company or any of its Subsidiaries under (i) any of the Organizational Documents of the Company or any of its Subsidiaries, (ii) subject to receipt of the Company Stockholder Approval, any Contract to which the Company, any of its Subsidiaries or any of their respective properties or assets are bound or (iii) any Company Permit or, subject to the governmental filings and other matters referred to in Section 3.3(f), any Law applicable to the Company or any of its Subsidiaries or their respective properties or assets, except in the case of clause (ii) as have not had and would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(f) Required Filings or Consents. No consent, approval, Order or authorization or permit of, action by, or in respect of, or registration, declaration or filing with, or notification to any Governmental Authority is required to be made, obtained, performed or given by or with respect to the Company or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by the Company or the consummation by the Company of the Transaction, except for (i) compliance with, and filings under, the HSR Act, and any applicable filings or notifications under any other Competition Laws, (ii) the filing with the SEC of the Information Statement, (iii) such reports under, or other applicable requirements of, the Exchange Act, the Securities Act and the rules of the NYSE as may be required in connection with this Agreement or the Transaction and (iv) such consents, approvals, Orders, authorizations, permits, actions, registrations, declarations, filings or notifications, the failure of which to be made, obtained, performed or given as have not had and would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.4 Company SEC Reports; Information Supplied.

(a) Company SEC Reports.

(i) Each report, registration statement, certification and definitive proxy statement which was required to be filed or furnished by the Company with the SEC since December 31, 2009 (the "Company SEC Reports") did not at the time it was filed or furnished (and if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing and as so amended or superseded) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) As of the date of this Agreement, to the Knowledge of the Company, there are no unresolved SEC comments with respect to the Company SEC Reports.

(iii) The financial statements of the Company contained in the Company SEC Reports (A) were prepared in accordance with GAAP, applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto), (B) fairly present, in all material respects, the financial position and consolidated results of operations and cash flows, as the case may be, of the Company and its Subsidiaries as of their respective dates or for the respective periods set forth therein, except that the unaudited interim financial statements were, are or will be subject to normal adjustments as will not be material to the Company and its Subsidiaries, taken as a whole, and (C) complied or will comply as to form in all material respects with the applicable published rules and regulations of the SEC with respect thereto.

(b) Information Supplied. None of the information supplied or to be supplied by or on behalf of the Company specifically for inclusion in the Information Statement will, when it is filed or at any time it is amended or supplemented or at the date the Information Statement is first mailed to the Company's stockholders, contain any untrue

statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing provisions of this Section 3.4(b), no representation or warranty is made by the Company with respect to information or statements made or incorporated by reference in the Information Statement (i) that was not supplied by or on behalf of the Company specifically for inclusion or reference therein or (ii) with respect to SBH, Russell Hobbs or Spectrum.

SECTION 3.5 Absence of Certain Changes or Events. Since December 31, 2009, there has not been an event, occurrence, effect, change or circumstance that has had or would reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.6 Accredited Investor; Acquisition for Own Account.

(a) Accredited Investor. The Company has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated by this Agreement, has the ability to bear the economic risks of the investment and is an "accredited investor" as defined in Rule 501 (without regard to Rule 501(a)(4)) of Regulation D, promulgated under the Securities Act.

(b) Acquisition for Own Account. The Contributed Shares are being acquired for the Company's own account and with no intention of distributing or reselling such Contributed Shares or any part thereof in any transaction that would be in violation of the securities Laws of the United States and any state of the United States, without prejudice, however, to the rights of the Company at all times to sell or otherwise dispose of all or any part of such Contributed Shares in a transaction that does not violate the Securities Act, under an effective registration statement under the Securities Act or under an exemption from such registration available under the Securities Act, and in compliance with other applicable state and federal securities Laws.

SECTION 3.7 Exchange Listing. The Company is currently listed on the NYSE. Except as set forth in Section 3.7 of the Company Disclosure Schedule, there is no Action pending or, to the Knowledge of the Company, threatened against the Company by the NYSE or FINRA with respect to any intention by such entity to prohibit or terminate the listing of such securities thereon.

SECTION 3.8 Investment Company. Neither the Company nor any of its Subsidiaries is or, assuming the Contributed Shares represent at least more than fifty percent (50%) of the issued and outstanding shares of SBH Common Stock as of the Closing, following the consummation of the Transaction, will be an "investment company" as defined under the Investment Company Act of 1940, and neither the Company nor any of its Subsidiaries sponsors any Person that is such an investment company.

SECTION 3.9 Brokers and Advisors. Except for fees and expenses payable to Houlihan Lokey, which fees and expenses shall remain the obligation of the Company, no broker, investment banker, financial advisor or other Person is entitled to any

broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transaction based upon arrangements made by or on behalf of the Company, its Subsidiaries or their Affiliates.

ARTICLE IV

COVENANTS

SECTION 4.1 Conduct of the Company's Business. The Company agrees that, during the period from the date of this Agreement until the earlier of the Closing and the termination of this Agreement pursuant to its terms, except as (a) otherwise expressly permitted or required under or by this Agreement or any Ancillary Agreement, (b) set forth in Section 4.1 of the Company Disclosure Schedule, (c) consented to by the Harbinger Parties in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (d) required by any Law, the Company shall, and shall cause its Subsidiaries to, operate in the ordinary course of business consistent with past practice and shall not, and shall cause its Subsidiaries not to, take any action or fail to take any action, that if taken or failed to be taken during the period from the date of this Agreement until the earlier of the Closing and the termination of this Agreement pursuant to its terms, would (or which would be reasonably expected to) delay or impede the consummation of the Transaction.

SECTION 4.2 Voting of SBH Stock by the Harbinger Parties. Each Harbinger Party agrees that, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement pursuant to its terms, except as consented to by the Company in writing or required by any Law, such Harbinger Party shall not vote any shares, execute and deliver any written consent in lieu of any vote, or enter into any agreement to vote or execute and deliver a consent with respect to, any SBH Common Stock or other voting security of SBH held by such Harbinger Party in favor of any proposal to do any of the following:

(a) amend or otherwise change the Organizational Documents of SBH that would, directly or indirectly:

(i) make any change in the authorized or issued capital stock or other equity interests of SBH;

(ii) redeem, transfer, encumber, pledge, sell or otherwise dispose of any of SBH's capital stock or other equity interests or securities convertible into, or exercisable or exchangeable for, any of its capital stock or other equity interests or authorize any such action other than shares of SBH Common Stock issued pursuant to existing long-term incentive plans; or

(iii) split, combine or reclassify any of the capital stock or other equity interests of SBH;

(b) take any action that would, directly or indirectly, result in the sale (by merger, consolidation, sale of stock or assets, joint venture, license out, or other business combination) of all or substantially all of the assets of SBH;

(c) take any action that would, directly or indirectly, result in the merger or consolidation of SBH or its Subsidiaries with any Person;

(d) approve or adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, bankruptcy, merger or other reorganization of SBH;

(e) enter into or adopt, any new long-term incentive plan of SBH providing for the issuance of newly issued securities of SBH or amend or modify an existing long-term incentive plan in a manner that would increase the number of securities to be issued thereunder or amend or modify any such plan in a material manner resulting in an increase of capital stock or rights to acquire capital stock thereunder; or

(f) enter into or modify in any material respect any agreement with respect to the voting of the capital stock of SBH.

Notwithstanding anything in this Agreement to the contrary, (a) no Harbinger Party makes any agreement or understanding herein in any capacity other than in its capacity as a beneficial owner of shares of SBH Common Stock, and (b) nothing herein shall be construed to limit or affect any action or inaction by any Affiliate, officer, director or direct or indirect equityholder of any Harbinger Party acting in his or her capacity as a director of SBH or any Subsidiary thereof.

SECTION 4.3 Preparation of Information Statement. Promptly after the execution of this Agreement, the Company shall prepare the Information Statement. The Information Statement shall constitute an information circular informing the stockholders of the Company of (a) the approval of this Agreement, the Ancillary Agreements and the Transaction by the Board of Directors and (b) receipt of the Company Stockholder Approval. The Company will use its reasonable best efforts to cause the Information Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the Exchange Act and the rules and regulations thereunder. The Company shall use its reasonable best efforts to cause the Information Statement to be cleared by the SEC as promptly as practicable after its filing with the SEC. The Company will advise the Harbinger Parties promptly after it receives oral or written notice of any request by the SEC for amendment of the Information Statement or comments thereon and responses thereto or requests by the SEC for additional information and will promptly provide each of the Harbinger Parties with copies of any written communication from the SEC or any state securities commission. The Company shall use its reasonable best efforts, after consultation with each of the Harbinger Parties, to resolve all such requests or comments with respect to the Information Statement as promptly as reasonably practicable after receipt thereof. Each Harbinger Party shall fully cooperate with the Company in the preparation of the Information Statement and such Harbinger Party shall, upon request, furnish the Company with all information concerning it and its Affiliates as the Company may deem reasonably necessary

or advisable in connection with the preparation of the Information Statement; provided, that in the event SBH does not provide such information to the Harbinger Parties or instructs the Harbinger Parties that information SBH has provided to the Harbinger Parties may not be disclosed in the Information Statement, (a) to the extent known to the Harbinger Parties, the Harbinger Parties shall inform the Company that such information is not being made available for inclusion in the Information Statement and (b) the failure to provide such information of SBH shall not constitute a breach of this Section 4.3 by the Harbinger Parties. No filing of, or amendment or supplement to the Information Statement will be made by the Company without the prior consent of the Harbinger Parties (which shall not be unreasonably withheld, conditioned or delayed) and without providing each Harbinger Party the opportunity to review and comment thereon. The Company shall use its reasonable best efforts to cause the Information Statement to be mailed (or otherwise electronically provided) to the Company stockholders as soon as permitted under the Exchange Act. The Company shall use its reasonable best efforts to take all actions required under any applicable federal or state securities or "blue sky" Laws in connection with the issuance of shares of Company Common Stock in the Transaction and the Company will pay all filing fees incident thereto. The Company shall, promptly upon becoming aware of any information that would cause (i) any of the statements in the Information Statement to be false or misleading with respect to any material fact or (ii) the Information Statement to omit to state any material fact necessary to make the statements therein not false or misleading, inform each Harbinger Party and, upon consultation with such Harbinger Party, take necessary steps to correct the Information Statement. Each Harbinger Party shall, promptly upon becoming aware of any information furnished by it that would cause (i) any of the statements in the Information Statement to be false or misleading with respect to any material fact or (ii) the Information Statement to omit to state any material fact necessary to make the statements therein not false or misleading, inform the Company.

SECTION 4.4 Public Announcements. Each party hereto agrees that it shall not, and shall cause its Affiliates and representatives not to, issue or cause the publication of any press release or other public statement or any written communications to investors, employees and vendors with respect to this Agreement or the Transaction without the prior written consent of the other parties hereto; provided, however, that nothing herein will prohibit any party from issuing or causing publication of any such press release or public announcement to the extent that such disclosure (a) is required (i) by applicable Law, (ii) by the rules of any applicable national securities exchange or (iii) to comply with the disclosure requirements of the SEC, in which case the party making such determination will use its reasonable best efforts to allow the other parties hereto reasonable time to comment on such release or announcement in advance of its issuance or (b) contains only information that has already been included in a prior public statement made in accordance with this Section 4.4 and such party has provided the other parties hereto with advance notice of such press release or public announcement.

SECTION 4.5 Reasonable Best Efforts; Antitrust Filings.

(a) Each party hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and

cooperate with the other parties to this Agreement in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transaction. In furtherance and not in limitation of the foregoing, the Company and the Harbinger Parties shall as promptly as practicable after the date of this Agreement (i) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the Transaction and all other necessary filings, forms, declarations, notifications, registrations and notices with other Governmental Authorities under any other Competition Laws relating to the Transaction, (ii) use their reasonable best efforts to obtain all other necessary actions, waivers, consents, licenses or permits, as applicable, authorizations, Orders and approvals from Governmental Authorities and the making of all other necessary registrations and filings (including filings with Governmental Authorities, if any), (iii) execute, deliver and perform any such additional instruments reasonably necessary to consummate the Transaction and to fully carry out the purposes of this Agreement and (iv) use their reasonable best efforts to provide all such information concerning such party, its Subsidiaries, its Affiliates and its and its Subsidiaries' and Affiliates' officers, directors, employees and partners as may be reasonably requested in connection with any of the matters set forth in this Section 4.5(a).

(b) Each party hereto shall use its reasonable best efforts to respond at the earliest practicable date to any requests for additional information made by the Federal Trade Commission, the United States Department of Justice or any other Governmental Authorities, and act in good faith and reasonably cooperate with the other parties hereto in connection with any investigation of any Governmental Authority. Each party hereto shall use its reasonable best efforts to furnish to each other all information required for any filing, form, declaration, notification, registration and notice. The parties will consult and cooperate with one another in connection with any information or proposals submitted in connection with proceedings under or relating to any Competition Law.

(c) Notwithstanding the foregoing, in no event shall a party hereto be required to (a) commence or threaten to commence litigation, (b) agree to hold, separate, divest, license or cause a third party to purchase, any of the assets or businesses of such party or its Affiliates or Subsidiaries, or (c) otherwise agree to any restrictions on the businesses of such party or its Affiliates or Subsidiaries in connection with avoiding or eliminating any restrictions to the consummation of the Transaction under any Competition Law.

SECTION 4.6 Fees and Expenses. Except as set forth in this Agreement or as otherwise agreed to in any Ancillary Agreement, all fees and expenses incurred in connection with this Agreement and the Transaction shall be paid by the party incurring such fees or expenses. Notwithstanding the foregoing, except for the fees and expenses of outside legal counsel to SBH which shall be borne by the Harbinger Parties (*pro rata* based on the relative percentage of Contributed Shares), the Company shall pay or promptly reimburse SBH for all fees and expenses incurred by SBH or any of its Subsidiaries in connection with this Agreement and/or the Transaction that the Harbinger Parties would otherwise be obligated pay (or reimburse SBH for) pursuant to Sections 5.1 and 5.2 of the SBH Stockholder Agreement, including, for the avoidance of doubt, all out-of-pocket fees and expenses of accountants used to prepare the financial statements of SBH to be included in the Information Statement.

SECTION 4.7 Stockholder Litigation. The Company shall keep the Harbinger Parties reasonably informed with respect to the defense or settlement of any stockholder Action against it and its directors relating to the Transaction; provided, however, that the Company shall not be required to provide any information in any manner that would result in the loss of protection of legal privilege, attorney-client work product or similar privilege or protection. The Company shall give the Harbinger Parties the opportunity to consult with it regarding the defense or settlement of any such stockholder Action and shall not settle any such Action without the Harbinger Parties' prior written consent (such consent not to be unreasonably withheld or delayed); provided, however, that the Company may settle any stockholder Action without the consent of the Harbinger Parties (after having given the Harbinger Parties the opportunity to consult with it regarding the defense or settlement of such stockholder Action) if such settlement (i) does not require the payment of money by any Harbinger Party; and (ii) does not provide for any injunctive or non-monetary relief to be entered against a Harbinger Party.

SECTION 4.8 Listing of Company Common Stock. The Company shall use its reasonable best efforts to cause the Company Common Stock to be issued in the Transaction to be approved for listing on the NYSE prior to the Closing.

SECTION 4.9 Amendment of SBH Stockholder Documents; SBH Registration Rights Agreement. Each Harbinger Party agrees that it shall not amend (or consent to any proposed amendment of) the SBH Registration Rights Agreement or the SBH Stockholder Agreement in any manner that adversely affects in any respect the rights of such Harbinger Party thereunder.

SECTION 4.10 No Other Representations and Warranties.

(a) Except for the representations and warranties contained in Article II or the Ancillary Agreements, the Company acknowledges and agrees that none of the Harbinger Parties or any other Person on behalf of any of the Harbinger Parties makes, nor has the Company relied upon or otherwise been induced by, any other express or implied representation or warranty with respect to any of the Harbinger Parties or with respect to any other information provided to or made available to the Company in connection with the Transaction. Subject to Sections 2.4(b) and 4.2, none of the Harbinger Parties nor any other Person will have or be subject to any liability or indemnification obligation to the Company or any other Person resulting from the distribution to the Company, or the Company's use of, any such information, including any information, documents, projections, forecasts or other material made available to the Company in certain data rooms or management presentations in expectation of the Transaction, unless any such information is expressly included in a representation or warranty contained in Article II or in an applicable section of the Harbinger Parties Disclosure Schedule.

(b) Except for the representations and warranties contained in Article III or the Ancillary Agreements, each Harbinger Party acknowledges and agrees that neither the Company nor any other Person on behalf of the Company makes, nor has such Harbinger Party relied upon or otherwise been induced by, any other express or implied representation or warranty with respect to the Company or with respect to any other

information provided to or made available to such Harbinger Party in connection with the Transaction. Subject to Sections 3.4(b) and 4.2, neither the Company nor any other Person will have or be subject to any liability or obligation to such Harbinger Party or any other Person resulting from the distribution to the Company, or the Company's use of, any such information, including any information, documents, projections, forecasts or other material made available to such Harbinger Party in certain management presentations in expectation of the Transaction, unless any such information is expressly included in a representation or warranty contained in Article III or in an applicable section of the Company Disclosure Schedule.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.1 Conditions to Each Party's Obligation to Effect the Transaction. The respective obligations of each party to effect the Transaction is subject to the satisfaction or waiver (to the extent permitted by applicable Law) at or prior to the Closing of the following conditions:

(a) Stockholder Approval. The Company Stockholder Approval shall have been obtained and the Company shall have delivered to the Harbinger Parties a copy thereof.

(b) Governmental Consents and Approvals. All filings with, and all consents, approvals and authorizations of, any Governmental Authority required to be made or obtained by the Harbinger Parties, the Company or any of their respective Subsidiaries to consummate the Transaction, except for those the failure of which to be made or obtained does not have, and would not reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect (determined, for purposes of this clause, after giving effect to the Transaction) and/or a material adverse effect on the ability of any of the Harbinger Parties to consummate the Transaction, shall have been made or obtained.

(c) No Injunctions or Restraints. No Order, Law or other legal restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction shall be in effect which prohibits, makes illegal or enjoins the consummation of the Transaction.

(d) Antitrust Waiting Periods. If applicable, the waiting periods (and any extensions thereof) under the HSR Act shall have been terminated or shall have expired. The waiting periods (and any extensions thereof) applicable to the Transaction under any other applicable Competition Laws shall have been terminated or shall have expired, other than any such waiting periods the failure of which to terminate or expire does not have or reasonably be likely to have, individually or in the aggregate, a Company Material Adverse Effect and/or a material adverse effect on the ability of any of the Harbinger Parties to consummate the Transaction.

(e) Information Statement. At least twenty (20) days shall have elapsed from the mailing of the definitive Information Statement in accordance with Rule 14c-2(b) under the Exchange Act.

SECTION 5.2 Additional Conditions to Obligations of the Company. The obligations of the Company to effect the Transaction are further subject to satisfaction or waiver at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties set forth in Article II shall be true and correct on the date of this Agreement and as of the Closing Date as though made on the Closing Date, except that the accuracy of representations and warranties that by their terms speak as of some other date will be determined as of such date.

(b) Performance of Obligations of the Harbinger Parties. Each Harbinger Party shall have performed, or complied with, in all material respects, all obligations required to be performed or complied with by it under this Agreement at or prior to the Closing Date.

(c) No SBH Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any event, change, effect or circumstance that has had, or is reasonably likely to have, an SBH Material Adverse Effect.

(d) Officer's Certificate. The Company shall have received an officer's certificate duly executed by a duly authorized officer of each Harbinger Party to the effect that the conditions set forth in Section 5.2(a), Section 5.2(b), in each case with respect to such Harbinger Party, and, to the Knowledge of such Harbinger Party, Section 5.2(c) have been satisfied.

(e) No Liens. Each Harbinger Party shall have delivered to the Company evidence reasonably satisfactory to the Company that the Liens on the Contributed Shares owned by such Harbinger Party securing the credit obligations of such Harbinger Party or its Affiliates shall have been terminated at or prior to the Closing.

(f) Lock-Up Agreement. Each Harbinger Party shall have delivered to the Company a lock-up letter executed by such Harbinger Party substantially in the form attached hereto as Exhibit E with respect to each share of SBH Common Stock held by such Harbinger Party (other than the Contributed Shares).

(g) Ownership of SBH Common Stock. The aggregate number of Contributed Shares represents at least fifty-two percent (52%) of the shares of SBH Common Stock as of the Closing calculated on a Fully-Diluted Basis.

(h) Tax Certificate. Each of the Harbinger Parties shall furnish to the Company on or before the Closing Date a notification, in the form attached hereto as Exhibit F, set forth in the manner described in Treas. Regs. Section 1.1445-2(d)(2)(iii), that by reason of the operation of section 351 of the Code, such Harbinger Party is not required to recognize any gain or loss with respect to the Transaction.

SECTION 5.3 Additional Conditions to Obligations of the Harbinger Parties. The obligations of the Harbinger Parties to effect the Transaction are further subject to satisfaction or waiver at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties set forth in Article III shall be true and correct on the date of this Agreement and as of the Closing Date as though made on the Closing Date, except that the accuracy of representations and warranties that by their terms speak as of some other date will be determined as of such date.

(b) Performance of Obligations of the Company. The Company shall have performed, or complied with, in all material respects, all obligations required to be performed or complied with by it under this Agreement at or prior to the Closing Date.

(c) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any event, change, effect or circumstance that has had, or is reasonably likely to have, a Company Material Adverse Effect.

(d) Officer's Certificate. The Harbinger Parties shall have received an officer's certificate duly executed by each of the Chief Executive Officer and Chief Financial Officer of the Company to the effect that the conditions set forth in Sections 5.3(a), 5.3(b) and 5.3(c) have been satisfied.

(e) Listing of Company Common Stock. The Company Common Stock to be issued to the Harbinger Parties in the Transaction shall have been approved for listing on the NYSE.

(f) Registration Rights Agreement. The Registration Rights Agreement shall remain in full force and effect.

(g) SBH Stockholder Agreement Joinder. The SBH Stockholder Agreement Joinder shall remain in full force and effect.

ARTICLE VI

TERMINATION

SECTION 6.1 Termination. This Agreement may be terminated at any time prior to the Closing by action taken or authorized by the board of directors (or other similar governing body) of the terminating party or parties:

(a) by mutual written consent of the Company (acting upon the unanimous recommendation of the Special Committee) and the Harbinger Parties, if the board of directors (or similar governing body) of each so determines;

(b) by written notice of either the Company or the Harbinger Parties:

(i) if the Transaction shall not have been consummated by January 31, 2011; provided, however, that such date shall be extended to March 31, 2011 if the Information Statement has not been approved for mailing by the staff of the Securities and Exchange Commission on or before December 31, 2010; provided, further, that the right to terminate this Agreement under this Section 6.1(b)(i) shall not be available to a party whose breach of this Agreement caused the Closing not to occur;

(ii) if a Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action (including the failure to have taken an action), in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Transaction, which Order or other action is final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 6.1(b)(ii) shall not be available to a party which has not complied with its obligations under Section 4.5;

(c) by the Company (acting upon the recommendation of the Special Committee) upon (i) the occurrence of an event that would cause the condition in Section 5.2(c) not to be satisfied or (ii) a breach or violation of any representation, warranty, covenant or agreement on the part of the Harbinger Parties set forth in this Agreement, which, in the case of clause (ii), such breach or violation would result in the failure to satisfy the conditions set forth in Section 5.2(a) or Section 5.2(b) and in any such case, such breach or violation shall be incapable of being cured by the Closing, or such breach or violation is not cured within fifteen (15) days following receipt of written notice by the Harbinger Party or Parties, as applicable, of such breach or violation (or such longer period during which the applicable Harbinger Party or Parties use their respective reasonable best efforts to cure); or

(d) by the Harbinger Parties upon (i) the occurrence of an event that would cause the condition in Section 5.3(c) not to be satisfied or (ii) a breach or violation of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, which, in the case of clause (ii), such breach or violation would result in the failure to satisfy the conditions set forth in Section 5.3(a) or Section 5.3(b) and in any such case, such breach or violation shall be incapable of being cured by the Closing, or such breach or violation is not cured within fifteen (15) days following receipt of written notice by the Company of such breach or violation (or such longer period during which the Company uses its reasonable best efforts to cure).

SECTION 6.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 6.1, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties, except (i) for the provisions of Section 4.4, Section 4.6, this Section 6.2 and Article VII, each of which shall survive termination of this Agreement and (ii) that nothing herein shall relieve any party from liability for any willful and material breach of any covenant or agreement of such party contained herein or any willful and material breach of any representation or warranty of such party contained herein. No termination of this Agreement shall affect the obligations of the parties contained in the Confidentiality Agreement or in any Ancillary Agreement (to the extent any provision of any such Ancillary Agreement survives termination of this Agreement), all of which obligations shall survive termination of this Agreement in

accordance with their terms. For purposes of this Section 6.2, a "willful and material breach" shall mean a material breach of this Agreement that is a consequence of an act undertaken by the breaching party with the knowledge that the taking of such act would, or would be reasonably expected to, cause a material breach of this Agreement.

ARTICLE VII

INDEMNITY

SECTION 7.1 Survival of Representations, Warranties, Covenants and Obligations. The representations, warranties, covenants and obligations in this Agreement shall survive the Closing Date. A claim for indemnification relating to the representations and warranties in this Agreement may be made at any time prior to the first anniversary of the Closing (the "Survival Termination Date"); provided that (i) a claim relating to Section 2.6(a) may be made at any time until eighteen months following the Closing Date and (ii) a claim relating to Sections 2.1, 2.2, 2.3, 2.8, 3.1, 3.2, 3.3(a), 3.3(b), 3.3(d), 3.8 and 3.9 (the "Fundamental Representations") or to any agreements or covenants to be performed following the Closing may be made at any time.

SECTION 7.2 The Harbinger Parties Agreement to Indemnify. Subject to the limitations contained in Sections 7.1, 7.3 and 7.8, upon the terms and subject to the conditions of this Article VII, each Harbinger Party will severally (and not jointly or jointly and severally) indemnify, defend and hold harmless the Company and its officers, directors, employees, Affiliates (other than the Harbinger Parties) and agents (collectively, the "Company Indemnified Parties") at any time after the Closing, from and against, and shall reimburse such persons for, any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, diminution of value, costs and expenses, including, taxes, interest, penalties and reasonable attorneys' fees and expenses (collectively, "Damages") asserted against, relating to, imposed upon or incurred by the Company or any Company Indemnified Parties arising from or in connection with: (i) a breach of any representation of such Harbinger Party contained in this Agreement, or (ii) the breach of any agreement or covenant of such Harbinger Party contained in this Agreement (collectively, the matters in clauses (i) and (ii), "Company Claims").

SECTION 7.3 The Harbinger Parties Limitation of Liability.

(a) Except as provided for below, the obligation of each Harbinger Party to indemnify the Company Indemnified Parties pursuant to Section 7.2 for breaches of representation or warranty shall be limited to an aggregate amount equal to such Harbinger Party's Cap and each Harbinger Party shall not be liable for any such Damages for breaches of representations or warranties by such Harbinger Party except to the extent that they exceed, in the aggregate, an amount equal to its Basket, in which event such Harbinger Party shall be liable only for such Damages which exceed its Basket. Notwithstanding the foregoing, neither the Cap nor the Basket shall apply to the Indemnified Party's right to Damages arising from or in connection with (i) any Company Claims arising out of a breach of a Fundamental Representation and (ii) a breach of any agreement or covenant to be

performed by any Harbinger Party; provided, however, that in no event shall the aggregate liability of any Harbinger Party hereunder exceed its HCP Cap.

(b) The amount of any Damages incurred or suffered by a person shall be reduced by any insurance proceeds and other third party recoveries which such person is entitled to receive in connection with the breach, failure or other event which gave rise to such Damages (net of any costs incurred by such person in connection with the collection of such insurance proceeds and the present value of any increase in premiums resulting therefrom).

(c) The amount of any Damages incurred or suffered by any person shall be reduced by any tax benefit (or increased by any tax cost) actually realized as a result of or related to any such Damages (if and when received and treating any such benefit as the last item of deduction for the applicable tax year). Such tax benefit or cost shall be calculated using the highest marginal rate of federal and State tax, taking into account all of the States in which the person receiving the tax benefit or suffering the tax cost does business. The amount of any such tax benefit or tax cost is to be determined by taking into account the effect, if any and to the extent determinable, of timing differences resulting from the acceleration or deferral of items of gain or loss resulting from such Damages.

(d) Nothing in this Agreement shall limit or restrict any of the Company Indemnified Parties' rights to maintain or recover any amounts in connection with any action or claim based upon Fraud by any Harbinger Party.

SECTION 7.4 The Company's Agreement to Indemnify. Upon the terms and subject to the conditions of this Article, the Company will indemnify, defend and hold harmless the Harbinger Parties and their respective officers, directors, members, trustees, shareholders, partners, employees, Affiliates (other than the Company and its Subsidiaries) and agents (collectively, the "Harbinger Indemnified Parties") at any time after the Closing, from and against, and shall reimburse such persons for, any and all Damages asserted against, relating to, imposed upon or incurred by the Harbinger Indemnified Parties or any of them arising from or in connection with: (i) a breach of any representation of the Company contained in or made pursuant to this Agreement, or (ii) the breach of any agreement or covenant of the Company contained in this Agreement (unless the breach resulted from an action of a Harbinger Indemnified Party). Nothing in this Agreement shall limit or restrict any of the Harbinger Indemnified Parties' rights to maintain or recover any amounts in connection with any action or claim based upon Fraud by the Company.

SECTION 7.5 Claim Procedures. If a Person is entitled to indemnification under this Article VII (the "Indemnified Party"), such party may make claim under this Article VII (a "Claim") by delivering to the party required to provide indemnification hereunder (the "Indemnifying Party") written notice of such claim (the "Claims Notice"). The Claims Notice shall state the nature and basis of such Claim or action, to the extent known, and the amount in dispute under such claim or action, if known at such time. The Indemnifying Party shall respond to the Indemnified Party (a "Claim Response") within thirty (30) days (the "Response Period") after the date that the Claims Notice is received by the Indemnifying Party. If the Indemnifying Party fails to give a Claim

Response within the Response Period, the Indemnifying Party will be deemed not to dispute the Claim described in the related Claims Notice. If the Indemnifying Party elects not to dispute a Claim described in a Claims Notice, whether by failing to give a timely Claim Response or by written notice to the Indemnified Party, then the amount of Damages, to the extent known at the time, set forth in such Claims Notice will be conclusively deemed to be an obligation of the Indemnifying Party, and the Indemnifying Party shall pay within thirty (30) days after the last day of the applicable Response Period the amount of Damages due pursuant to this Article VII. If the Indemnifying Party delivers a Claim Response not relating to a Third-Party Claim within the Response Period indicating that it disputes one or more of the matters identified in the Claims Notice, the Indemnifying Party and the Indemnified Party shall promptly meet and act in good faith to settle the dispute before otherwise seeking to enforce their respective rights under this Article VII. Any obligation of a Harbinger Party to indemnify the Company Indemnified Parties pursuant to Section 7.2 shall be payable in shares of Company Common Stock or, at the sole option of such Harbinger Party, cash. For purposes of making any such indemnification payments hereunder, each share of Company Common Stock shall be valued at the volume weighted average price (computed using Bloomberg) of a share of Company Common Stock for the 30-trading day period ending on the date preceding the date on which such payment is made.

SECTION 7.6 Third-Party Claim.

(a) In the event any claim for indemnification under this Article VII is based on a claim asserted by a third party (i.e., a Person other than a party hereto or its Affiliates, or agents) (a "Third-Party Claim"), the party seeking indemnification shall give prompt written notice to such other party of the Third-Party Claim, which notice shall specify in reasonable detail the basis of such claim and the facts pertaining thereto, and indicating the sections of this Agreement allegedly breached to the extent determinable which are the basis for such claim and the best estimate of the amount to the extent determinable or estimable as of such notice date of the Damages that has been or may be suffered by the Indemnified Party; provided that the failure to so notify any Indemnifying Party shall not relieve such Indemnifying Party of its obligations hereunder except to the extent such failure shall have prejudiced such Indemnifying Party.

(b) In the event of any Third-Party Claim, the Indemnifying Party shall have the right, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of a Claims Notice to assume and conduct the defense of the underlying Third-Party Claim with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim (other than any fees and expenses of such separate counsel that are incurred prior to the date the Indemnifying Party effectively assume control of the defense, which, notwithstanding the foregoing, shall be borne by the Indemnifying Party). Notwithstanding the foregoing, the Indemnifying Party shall not have the right to assume control of the defense of any Third-Party Claim and shall pay the reasonable fees and out-of-pocket expenses of a single counsel retained by all such Indemnified Parties with respect to such Third-Party Claim if: (i) the Indemnifying Party does not conduct the defense of the Third-

Party Claim with reasonable diligence; or (ii) the Third-Party Claim seeks non-monetary, equitable or injunctive relief, (ii) alleges violations of criminal law, or (iii) includes as the named parties in any such Third-Party Claim both an Indemnified Party and an Indemnifying Party, and either a defense is available to an Indemnified Party that is not available to an Indemnifying Party or applicable ethical guidelines provide that, in either case, it would be inappropriate to have the same counsel represent both parties. If the Indemnifying Party has assumed such defense as provided in this Section 7.6(b), the Indemnifying Party will not be liable for any legal expenses subsequently incurred by any Indemnified Party in connection with the defense of such claim. If the Indemnifying Party does not assume the defense of any Third-Party Claim in accordance with this Section 7.6(b), the Indemnified Party may continue to defend such claim at the reasonable cost of the Indemnifying Party and the Indemnifying Party may still participate in, but not control, the defense of such Third-Party Claim at the Indemnifying Party's sole cost and expense.

SECTION 7.7 Settlement.

(a) If the Indemnifying Party does not assume and conduct the defense of the Third-Party Claim in accordance with Section 7.6(b), or is not entitled to do so, the Indemnified Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed).

(b) If the Indemnifying Party assumes and conducts the defense of the Third-Party Claim in accordance with Section 7.6(b), the Indemnifying Party shall not, without the written consent of the Indemnified Party (such consent not to be unreasonably withheld or delayed), consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim that: (A) involves any action by the Indemnified Party other than the payment of money (which is paid in full by the Indemnifying Party), (B) provides for injunctive or other non-monetary relief against the Indemnified Party, or (C) does not grant an unconditional release of the Indemnified Party from all liability with respect to such Third-Party Claim.

(c) In any Third-Party Claim, the party responsible for the defense of such claim shall, to the extent reasonably requested by the other party, keep such other party informed as to the status of such claim, including, all settlement negotiations and offers. The Indemnified Party shall use commercially reasonable efforts to make available to the Indemnifying Party and its representatives all books and records of the Indemnified Party relating to such Third-Party Claim and shall cooperate with the Indemnifying Party in the defense of the Third-Party Claim, including by making available personnel as witnesses in connection with any action.

SECTION 7.8 Exclusive Remedy. The provisions for indemnification set forth in this Article VII are the exclusive remedies for damages caused as a result of breaches of the representations, warranties and covenants contained in this Agreement, it being understood that the remedies of injunction and specific performance shall remain available to the parties hereto. In this regard, the parties hereto waive and relinquish any and all other remedies for damages to the extent such claim is based upon breaches of the representations,

warranties and covenants contained in this Agreement. Subject to the limitations and conditions hereinabove set forth, (i) an Indemnifying Party under this Article VII shall not be liable for any duplicative damages, or punitive or exemplary damages with respect to any indemnity claim; (provided, however, that such limitation shall not apply to the extent awarded to a third party in a Third-Party Claim and required to be paid by the Indemnified Party) and (ii) each Indemnified Party shall be expressly precluded from making any indemnification claim based on (x) diminution of value, to the extent arising from special or unique circumstances relating to the Indemnified Party that were not reasonably foreseeable as of the date of this Agreement, or (y) consequential damages.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, sent via facsimile (receipt confirmed), sent by a nationally recognized overnight courier (providing proof of delivery), or mailed in the United States by certified or registered mail, postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Company, to:

Harbinger Group, Inc.
450 Park Avenue, 27th Floor
New York, NY 10022
Fax No: (212) 339-5801
Attention: Francis T. McCarron

with copies (which shall not constitute notice hereunder) to:

Kaye Scholer LLP
425 Park Avenue
New York, NY 10022
Fax No.: (212) 836-6685
Attention: Lynn Toby Fisher, Esq.

and

Wilmer Cutler Pickering Hale and Dorr LLP
399 Park Avenue
New York, NY 10022
Fax No: (212) 230-8888
Attention: Michael J. O'Brien, Esq.
Andrew E. Nagel, Esq.

(b) if to any Harbinger Party, to:

c/o Harbinger Capital Partners
450 Park Avenue, 30th Floor
New York, NY 10022
Fax No: (212) 658-9311
Attention: Robin Roger, General Counsel

with a copy (which shall not constitute notice hereunder) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Fax No: (212) 757-3990
Attention: Jeffrey D. Marell, Esq.
Mark A. Underberg, Esq.

SECTION 8.2 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

"Action" means any action, claim, charge, complaint, inquiry, investigation, examination, hearing, petition, suit, arbitration, mediation or other proceeding, in each case before any Governmental Authority, whether civil, criminal, administrative or otherwise, in Law or in equity.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise; provided, however, that for the purposes of this Agreement the Company shall be deemed not to be an Affiliate of any of the Harbinger Parties.

"Ancillary Agreements" means the Registration Rights Agreement, the SBH Registration Rights Agreement Joinder and the SBH Stockholder Agreement Joinder.

"Basket" means, (a) with respect to Harbinger Master, $2,916,335.49, (b) with respect to Harbinger Special Situations, $588,454.09 and (c) with respect to Global Opportunities, $288,437.96.

"Cap" means, (a) with respect to Harbinger Master, $58,326,709.73, (b) with respect to Harbinger Special Situations, $11,769,081.73 and (c) with respect to Global Opportunities, $5,768,759.16.

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

"Company Disclosure Schedule" means the Disclosure Schedule prepared by the Company and delivered to the Harbinger Parties on or prior to the date of this Agreement.

"Company Material Adverse Effect" means any event, circumstance, change, development or effect that, individually or in the aggregate with all other events, circumstances, changes, developments or effects, (a) is materially adverse to the assets, business, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect": any event, circumstance, change, development or effect to the extent arising out of or resulting from (A) changes in the market price or trading volume of Company Common Stock (it being understood that the factors giving rise to or contributing to any such change that are not otherwise excluded from the definition of "Company Material Adverse Effect" may be deemed to constitute, or be taken into account in determining whether there has been or would be reasonably likely to have been, a Company Material Adverse Effect), (B) changes in the United States or global economy or capital, financial, banking, credit or securities markets generally, (C) any act of war or armed hostilities or the occurrence of acts of terrorism or sabotage in each case, in the United States, (D) the announcement of this Agreement or the Transaction, (E) changes in applicable Law or in the interpretation thereof, (F) changes in GAAP (or in the interpretation thereof) or accounting principles, practices or policies that the Company or its Subsidiaries are required to adopt or (G) any failure of the Company to meet financial projections or forecasts (it being understood that the factors giving rise to or contributing to any such failure that are not otherwise excluded from the definition of "Company Material Adverse Effect" may be deemed to constitute, or be taken into account in determining whether there has been or would be reasonably likely to have been, a Company Material Adverse Effect); provided, however, that such matters in the case of clauses (B), (C), (D), (E) and (F) shall be taken into account in determining whether there has been or will be a "Company Material Adverse Effect" to the extent, but only to the extent, of any disproportionate impact on the Company and its Subsidiaries, taken as a whole, relative to other participants operating in the same industries and the geographic markets of the Company and its Subsidiaries, or (b) would have, or be reasonably likely to have, a material adverse effect on the ability of the Company to perform its obligations under this Agreement or to consummate the Transaction.

"Company Permit" means all authorizations, permits, licenses, certificates, easements, concessions, franchises, variances, exemptions, consents, registrations, approvals and clearances of all Governmental Authorities and third Persons which are required for the Company and its Subsidiaries to own, lease, and operate their respective properties and other assets and to carry on their respective businesses as they are now being conducted.

"Competition Laws" means the HSR Act, the Sherman Antitrust Act of 1890, as amended, the Clayton Act of 1914, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, Orders, administrative or judicial doctrines or other laws that are designed to prohibit,

restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"Confidentiality Agreement" means the Confidentiality Agreement, entered into as of July 16, 2010, by and between the Company and SBH, as thereafter may be amended.

"Contract" means any binding agreement, arrangement, contract, subcontract, settlement agreement, lease, sublease, instrument, note, option, bond, mortgage, indenture, trust document, loan or credit agreement, license or sublicense, whether written or oral.

"DTC" means the Depository Trust Company.

"Exchange Act" means the Securities Exchange Act of 1934.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Fraud" means, with respect to any Harbinger Party or the Company, as the case may be, an actual and intentional fraud with respect to the making of the representations and warranties in Article II or Article III, as applicable, provided, that such actual and intentional fraud of (i) a Harbinger Party shall only be deemed to exist if any of the individuals listed in clause (a) of the definition of Knowledge had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties in Article II, as qualified by the Harbinger Party Disclosure Schedule, were actually and intentionally breached in any material respect when made or (ii) the Company shall only be deemed to exist if any of the individuals listed in clause (b) of the definition of Knowledge had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties in Article III, as qualified by the Company Disclosure Schedule, were actually and intentionally breached in any material respect when made.

"Fully-Diluted Basis" means, when used with reference to SBH Common Stock, at any date as of which the number of shares thereof is to be determined, all shares of SBH Common Stock outstanding, plus (to the extent not included as outstanding); (A) all other capital stock of SBH, or rights or options to acquire shares of SBH Common Stock or other shares of capital stock of SBH, including any restricted stock units, that have been granted under long-term incentive plans or other plans or agreements; (B) such other outstanding securities of SBH otherwise issuable in respect of securities convertible into or exercisable or exchangeable for such capital stock of SBH, including options, warrants and other rights to purchase shares of capital stock of SBH; (C) any Voting Debt of SBH; (D) any obligations pursuant to merger, stock purchase, asset purchase or other acquisition agreements pursuant to which SBH is required to issue, or the counter-party thereto is entitled to receive, subscribe for or purchase, any shares of capital stock of SBH or securities convertible into, or exercisable or exchangeable for any shares of capital stock of SBH.

"GAAP" means the United States generally accepted accounting principles.

"Governmental Authority" means any United States federal, national, state, foreign, provincial, local or other government or any governmental, regulatory,

administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof.

"Harbinger Parties Disclosure Schedule" means the Disclosure Schedule prepared by the Harbinger Parties and delivered to the Company prior to the execution of this Agreement.

"Harbinger Party Permit" means, with respect to any Harbinger Party, all authorizations, permits, licenses, certificates, easements, concessions, franchises, variances, exemptions, consents, registrations, approvals and clearances of all Governmental Authorities and third Persons which are required for such Harbinger Party to own, lease, and operate its properties and other assets and to carry on its businesses as they are now being conducted.

"HCP Cap" means (a) with respect to Harbinger Master, $583,267,097.28, (b) with respect to Harbinger Special Situations, $117,690,817.26 and (c) with respect to Global Opportunities, $57,687,591.58.

"HSR Act" means the Hart Scott Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to any Person, without duplication, any of the following: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations to pay the deferred purchase price of property or services, except trade accounts payable and other liabilities that would be reflected as current liabilities on a balance sheet prepared in accordance with GAAP arising in the ordinary course of business, (d) any obligations as lessee under capitalized leases, (e) any indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (f) any reimbursement, payment or similar obligations, contingent or otherwise, under acceptance credit, letters of credit or similar facilities, (g) interest rate swap agreements and (h) any binding obligation of such Person (or its Subsidiaries) to guarantee any of the types of payments described in the foregoing clauses on behalf of any other Person.

"Information Statement" means the information statement (as defined in Rule 14c-1 under the Exchange Act) relating to the issuance of Company Common Stock in the Transaction, as amended or supplemented from time to time.

"Knowledge" means (a) with respect to a Harbinger Party, the actual knowledge of David M. Maura and Robin Roger, Esq. and (b) with respect to the Company, the actual knowledge of Francis T. McCarron. For purposes of Section 2.6, Knowledge with respect to David M. Maura will mean actual knowledge after due inquiry.

"Law" means any statute or law (including common law), constitution, code, ordinance, rule, treaty or regulation and any Order.

"Liens" means with respect to any asset (including any security), any mortgage, claim, lien, pledge, charge, security interest, proxy, power of attorney, voting trust or agreement, or encumbrance of any kind in respect of such asset.

"NYSE" means the New York Stock Exchange.

"Order" means any award, injunction, judgment, decree, order, ruling, subpoena, assessment, writ or verdict or other decision issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction.

"Organizational Documents" means, with respect to any Person, the certificate of incorporation and by-laws or similar organizational documents of such Person, as amended and currently in effect.

"Permitted Liens" means any Liens (a) created by (i) the SBH Stockholder Documents, (ii) the Organizational Documents of SBH, (iii) applicable state and federal securities Laws or (b) with respect to the representations and warranties of each Harbinger Party set forth in Section 2.1(a) that are made as of the date of this Agreement, to secure the credit obligations of the Harbinger Parties or their respective Affiliates.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, a trust or any other entity or organization, including a Governmental Authority.

"Rule 10b5-1 Purchase Instruction" means the Rule 10b5-1 Purchase Instruction between Harbinger Master and Credit Suisse Securities (USA) LLC, dated June 18, 2010.

"Russell Hobbs" means Russell Hobbs, Inc., a Delaware corporation and an indirect Subsidiary of SBH.

"SBH Material Adverse Effect" means any event, circumstance, change, development or effect that, individually or in the aggregate with all other events, circumstances, changes, developments or effects, is materially adverse to the assets, business, results of operations or condition (financial or otherwise) of SBH and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, an "SBH Material Adverse Effect": any event, circumstance, change, development or effect to the extent arising out of or resulting from (A) changes in the market price or trading volume of SBH Common Stock (it being understood that the factors giving rise to or contributing to any such change that are not otherwise excluded from the definition of "SBH Material Adverse Effect" may be deemed to constitute, or be taken into account in determining whether there has been or would be reasonably likely to have been, an SBH Material Adverse Effect), (B) changes in the United States or global economy or capital, financial, banking, credit or securities markets generally, (C) any act of war or armed hostilities or the occurrence of acts of terrorism or sabotage, in each case in the United States, (D) the announcement of this Agreement or the Transaction, (E) changes in applicable Law or in the interpretation thereof,

(F) changes in GAAP (or in the interpretation thereof) or accounting principles, practices or policies that SBH or its Subsidiaries are required to adopt or (G) any failure of SBH to meet financial projections or forecasts (it being understood that the factors giving rise to or contributing to any such failure that are not otherwise excluded from the definition of "SBH Material Adverse Effect" may be deemed to constitute, or be taken into account in determining whether there has been or would be reasonably likely to have been, an SBH Material Adverse Effect); provided, however, that such matters in the case of clauses (B), (C), (E), and (F) shall be taken into account in determining whether there has been or will be a "SBH Material Adverse Effect" to the extent, but only to the extent, of any disproportionate impact on SBH and its Subsidiaries, taken as a whole, relative to other participants operating in the same industries and the geographic markets of SBH and its Subsidiaries.

"SBH Registration Rights Agreement" means the Registration Rights Agreement, dated February 9, 2010, among SBH, the Harbinger Parties, Avenue International Master, L.P., Avenue Investments, L.P., Avenue Special Situations Fund V, L.P., Avenue Special Situations Fund IV, L.P. and Avenue-CDP Global Opportunities Fund, L.P., as amended from time to time in accordance with its terms.

"SBH Stockholder Agreement" means the Stockholder Agreement, dated as of February 9, 2010, by and among the Harbinger Parties and SBH, as amended from time to time in accordance with its terms.

"SBH Stockholder Documents" means the SBH Registration Rights Agreement, the SBH Stockholder Agreement and the Organizational Documents of SBH.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"SOX Act" means the Sarbanes-Oxley Act of 2002.

"Spectrum" means Spectrum Brands, Inc., a Delaware corporation and an indirect Subsidiary of SBH.

"Subsidiary" means, with respect to any specified Person, (a) a corporation of which more than fifty percent (50%) of the voting or capital stock is, as of the time in question, directly or indirectly owned by such Person and (b) any partnership, joint venture, association, or other entity in which such Person, directly or indirectly, owns more than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such entity.

"Transaction Documents" means this Agreement, including all Schedules and Exhibits hereto, the Harbinger Parties Disclosure Schedule, the Company Disclosure Schedule, the Ancillary Agreements and all other agreements, certificates, instruments, documents and writings executed and delivered by the Company or the Harbinger Parties in connection with the Transaction.

SECTION 8.3 Terms Defined Elsewhere. The following terms are defined elsewhere in this Agreement, as indicated below:

Term	Section
Agreement	Preamble
Basket	7.3
Board of Directors	Recitals
Cap	7.3
Claim	7.5
Claim Response	7.5
Claims Notice	7.5
Closing	1.2
Closing Contribution Certificate	1.3(a)(i)
Closing Date	1.2
Company	Preamble
Company Claims	7.2
Company Common Stock	Recitals
Company Indemnified Parties	7.2
Company Preferred Stock	3.2(a)
Company SEC Reports	3.4(a)(i)
Company Stockholder Approval	3.3(d)
Company Voting Debt	3.2(c)
Contributed Shares	1.1
Damages	7.2
Exchange Ratio	1.4(a)
Fundamental Representations	7.1
Global Opportunities	Preamble
Harbinger Indemnified Parties	7.4
Harbinger Master	Preamble
Harbinger Parties	Preamble
Harbinger Party	Preamble
Harbinger Special Situations	Preamble
Houlihan Lokey	3.3(c)
Indemnified Party	7.5
Indemnifying Party	7.5
Registration Rights Agreement	Recitals
Response Period	7.5
SBH	Recitals
SBH Common Stock	Recitals
SBH Preferred Stock	2.6(a)
SBH Registration Rights Agreement Joinder	Recitals
SBH SEC Reports	2.4(a)(i)
SBH Shares	Recitals
SBH Stockholder Agreement Joinder	Recitals
SBH Voting Debt	2.6(c)
Special Committee	Recitals
Survival Termination Date	7.1

Term	Section
Third-Party Claim	7.6
Transaction	Recitals
Transfer	4.9

SECTION 8.4 Interpretation. Unless otherwise expressly provided, for the purposes of this Agreement, the following rules of interpretation shall apply:

(a) The article and section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation hereof.

(b) When a reference is made in this Agreement to an article or a section, paragraph, exhibit or schedule, such reference shall be to an article or a section, paragraph, exhibit or schedule hereof unless otherwise clearly indicated to the contrary.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

(d) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(f) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(g) A reference to “$,” “U.S. dollars” or “dollars” shall mean the legal tender of the United States.

(h) A reference to any period of days shall be deemed to be to the relevant number of calendar days, unless otherwise specified.

(i) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(j) Unless otherwise defined, a reference to any accounting term shall have the meaning as defined under GAAP.

(k) The parties have participated jointly in the negotiation and drafting of this Agreement (including the Disclosure Schedules and Exhibits hereto). In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be

construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions hereof.

(l) Any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified or supplemented, including by succession of comparable successor statutes and shall also be deemed to include all rules and regulations promulgated thereunder, and references to all attachments thereto and instruments incorporated therein.

SECTION 8.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, and all of which together will be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. For purposes of this Agreement, facsimile signatures or signatures by other electronic form of transfer shall be deemed originals, and the parties agree to exchange original signatures as promptly as possible.

SECTION 8.6 Entire Agreement; Third-Party Beneficiaries. This Agreement and the other Transaction Documents (including the Confidentiality Agreement and the documents and instruments referred to herein) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and this Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights or remedies hereunder; provided, that SBH shall be deemed an expressly intended third party beneficiary of the last sentence of Section 4.6. Without limiting the foregoing, the representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

SECTION 8.7 Governing Law. This Agreement and any claim, controversy or dispute arising under or related thereto, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, whether arising in Law or in equity, in contract, tort or otherwise, shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware, without regard to its rules regarding conflicts of Law to the extent that the application of the Laws of another jurisdiction would be required thereby.

SECTION 8.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either of the parties hereto without the prior written consent of the other party. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 8.9 Consent to Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any legal action or proceeding with respect to this Agreement or the Transaction, or for recognition and enforcement of any judgment in respect of this Agreement, the Transaction and obligations arising hereunder brought by any other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or the Transaction in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement or the Transaction, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 8.9, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement or the Transaction or the subject mater hereof, may not be enforced in or by such courts.

SECTION 8.10 Effect of Disclosure. The disclosure of any matter in the Harbinger Parties Disclosure Schedule or the Company Disclosure Schedule shall expressly not be deemed to constitute an admission by Harbinger Parties or the Company, respectively, or to otherwise imply, that any such matter is material for the purpose of this Agreement.

SECTION 8.11 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy by a court of competent jurisdiction, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the Transaction is fulfilled to the extent possible.

SECTION 8.12 Waiver and Amendment; Remedies Cumulative. Subject to applicable Law, (a) any provision of this Agreement or any inaccuracies in the representations and warranties of any of the parties or compliance with any of the agreements or conditions contained in this Agreement may be waived or (b) the time for the performance of any of the obligations or other acts of the parties here may be extended at any time prior to Closing. Any agreement on the part of a party to any such extension or waiver

shall be valid only if set forth in an instrument in writing signed on behalf of the party against whom waiver is sought; provided, that any extension or waiver given in compliance with this Section 8.12 or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Subject to applicable Law, any of the provisions of this Agreement may be amended at any time by the mutual written agreement of the Company (following recommendation of the Special Committee) and the Harbinger Parties. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 8.13 Waiver of Jury Trial. EACH OF THE HARBINGER PARTIES AND THE COMPANY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION OR THE ACTIONS OF THE HARBINGER PARTIES AND THE COMPANY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

SECTION 8.14 Specific Performance. The parties agree that irreparable damage would occur and that the Harbinger Parties and the Company would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the Harbinger Parties or the Company. It is accordingly agreed that the Harbinger Parties and the Company shall be entitled to an injunction or injunctions to prevent breaches and/or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any federal court located in the State of Delaware or in Delaware state court, this being in addition to any other remedy to which they are entitled at Law or in equity.

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IN WITNESS WHEREOF, the Company and the Harbinger Parties have caused this Agreement to be executed under seal by their respective officers thereunto duly authorized, all as of the date first written above.

HARBINGER GROUP INC.

By: /s/ Francis T. McCarron
Name: Francis T. McCarron
Title: Executive Vice President and Chief Financial Officer

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.

By: Harbinger Capital Partners LLC,
its investment manager

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special Situations
GP, LLC, its general partner

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

GLOBAL OPPORTUNITIES BREAKAWAY LTD.

By: Harbinger Capital Partners II LP,
its investment manager

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

Exhibit 10.1

Exhibit E

September [__], 2010

Harbinger Group Inc.
450 Park Avenue, 27th Floor
New York, NY 10022
Attention: Francis T. McCarron

Re: Contribution of Spectrum Brands Holdings, Inc. ("SBH") common stock, par value $0.01 per share ("SBH Common Stock")

Dear Sir:

The undersigned (each, a "Harbinger Party"), stockholders of Harbinger Group Inc., a Delaware corporation (the "Company"), have entered into a Contribution and Exchange Agreement (the "Agreement") with the Company providing for the issuance by the Company to each Harbinger Party of shares of common stock, par value $0.01 per share, of the Company, in exchange for the contribution to the Company by such Harbinger Party of certain of their SBH Common Stock (the "Contributed Shares") (the "Transaction"). In recognition of the benefit that this Transaction will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning on the date hereof and ending on the date that is 90 days from the Closing Date (as defined in the Agreement), the undersigned will not, without the prior written consent of the Company, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell or grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any SBH Common Stock owned beneficially or as of record on the Closing Date after the consummation of the Transaction (the "Subject Shares") or any securities convertible into or exchangeable or exercisable for the Subject Shares (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of the SBH Common Stock or other securities, in cash or otherwise (each transaction described in clauses (i) and (ii) of this paragraph, a "Transfer").

Notwithstanding the foregoing, and subject to the conditions below, the restrictions contained in this agreement shall not apply to (i) any Transfer of the Lock-Up Securities pursuant to the Agreement, (ii) any Transfer of the Lock-Up Securities to an Affiliate (as defined in the Agreement) of the undersigned, (iii) any pledge by the undersigned of the Lock-Up Securities in favor of a lender or other similar financing source, and (iv) any Transfer or distribution by the undersigned of the Lock-up Securities to their limited partners, members or stockholders; provided, that in the case of any Transfer pursuant to clause (ii), such Affiliate delivers a signed written agreement accepting the restrictions set forth in this agreement as if it were a Harbinger Party for the balance of the lockup period.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

Nothing in this agreement shall restrict the undersigned from exchanging any of the Lock-Up Securities for capital stock of the Company or acquiring any additional shares of capital stock of SBH.

The restrictions contained in this agreement shall not apply to any Lock-up Securities acquired by the undersigned after the Closing Date.

Very truly yours,

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.

By: Harbinger Capital Partners LLC,
its investment manager

By: _____
Name:
Title:

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special Situations GP, LLC, its general partner

By: _____
Name:
Title:

GLOBAL OPPORTUNITIES BREAKAWAY LTD.

By: Harbinger Capital Partners II LP,
its investment manager

By: _____
Name:
Title:

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

among

HARBINGER GROUP INC.,

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.,

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P.

and

GLOBAL OPPORTUNITIES BREAKAWAY LTD.

Dated as of September 10, 2010

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REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated September 10, 2010 (this "Agreement"), among Harbinger Group Inc., a Delaware corporation (the "Company"), Harbinger Capital Partners Master Fund I, Ltd., a Cayman Islands exempted company ("Harbinger Master"), Harbinger Capital Partners Special Situations Fund, L.P., a Delaware limited partnership ("Harbinger Special Situations") and Global Opportunities Breakaway Ltd., a Cayman Islands exempted company ("Global Opportunities" and, together with Harbinger Master and Harbinger Special Situations, the "Harbinger Investors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in Section 1.

R E C I T A L S :

WHEREAS, concurrently with the execution and delivery of this Agreement, the parties hereto are entering into a Contribution and Exchange Agreement, dated as of the date hereof (the "Exchange Agreement"), pursuant to which on the Closing Date (as such term is defined in the Exchange Agreement) the Company will issue to each Harbinger Investor shares of Common Stock in exchange for the contribution by such Harbinger Investor of a number of shares of common stock, par value $0.01 per share (the "SBH Common Stock"), of Spectrum Brands Holdings, Inc., a Delaware corporation, which together with the shares of SBH Common Stock to be contributed by the other Harbinger Investors thereunder, will represent at least 52% of the shares of SBH Common Stock outstanding as of the Closing Date; and

WHEREAS, the Company and the Harbinger Investors desire to enter into this Agreement to provide the Harbinger Investors with certain rights relating to the registration of shares of Common Stock to be received by them, whether pursuant to the Exchange Agreement or otherwise, and any other securities that fall within the definition of "Registrable Securities" hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions and Interpretation.

(a) Certain Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Agreement" means this Agreement, as the same may be amended, supplemented or modified from time to time in accordance to the terms hereof.

"Affiliate" means any Person who is an "affiliate" as defined in Rule 12b-2 promulgated under the Exchange Act.

"Approved Underwriter" has the meaning set forth in Section 3(f).

"Automatic Shelf Registration Statement" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.

"Closing Price" means, with respect to the Registrable Securities, as of the date of determination, (i) if the Registrable Securities are listed on a national securities exchange, the closing price per share of a Registrable Security officially reported on the principal national securities exchange on which the Registrable Securities are then listed or admitted to trading; or (ii) if the Registrable Securities are not then listed or admitted to trading on any national securities exchange, the average of the reported closing bid and asked prices of the Registrable Securities on such date on the principal over the counter market on which the Registrable Securities are traded; or (iii) if none of clauses (i) or (ii) is applicable, a market price per share determined in good faith by the disinterested members of the Board of Directors or, if such determination is not satisfactory to the Holder for whom such determination is being made, by a nationally recognized investment banking firm mutually selected by the Company and such Holder, the expenses for which shall be borne equally by the Company and such Holder. If trading is conducted on a continuous basis on any exchange, then the closing price shall be at 4:00 P.M. New York City time.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means the common stock, par value $0.01 per share, of the Company or any other capital stock of the Company (or any successor entity) into which such stock is reclassified or reconstituted and any other common stock of the Company (or any successor entity).

"Company" has the meaning set forth in the Preamble.

"Company Underwriter" has the meaning set forth in Section 4(a).

"Contemporaneous Company Offering" has the meaning set forth in Section 5(b).

"Demand Registration" has the meaning set forth in Section 3(a).

"Determination Date" has the meaning set forth in Section 5(f).

"Disclosure Package" means, with respect to any offering of securities, (i) the preliminary Prospectus, (ii) each Free Writing Prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 promulgated under the

Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities (including a contract of sale).

"Exchange Act" means the Securities Exchange Act of 1934 and the rules and regulations of the Commission promulgated thereunder.

"Exchange Agreement" has the meaning set forth in Recitals.

"FINRA" means the Financial Industry Regulatory Authority.

"Free Writing Prospectus" means any "free writing prospectus" as defined in Rule 405 promulgated under the Securities Act.

"Global Opportunities" has the meaning set forth in the Preamble.

"Harbinger Investors" has the meaning set forth in the Preamble.

"Harbinger Master" has the meaning set forth in the Preamble.

"Harbinger Special Situations" has the meaning set forth in the Preamble.

"Hedging Counterparty" means a broker-dealer registered under Section 15(b) of the Exchange Act or an Affiliate thereof.

"Hedging Transaction" means any transaction involving a security linked to the Registrable Class Securities or any security that would be deemed to be a "derivative security" (as defined in Rule 16a-1(c) promulgated under the Exchange Act) with respect to the Registrable Class Securities or transaction (even if not a security) which would (were it a security) be considered such a derivative security, or which transfers some or all of the economic risk of ownership of the Registrable Class Securities, including any forward contract, equity swap, put or call, put or call equivalent position, collar, non-recourse loan, sale of exchangeable security or similar transaction. For the avoidance of doubt, the following transactions shall be deemed to be Hedging Transactions:

(i) transactions by a Holder in which a Hedging Counterparty engages in short sales of Registrable Class Securities pursuant to a Prospectus and may use Registrable Securities to close out its short position;

(ii) transactions pursuant to which a Holder sells short Registrable Class Securities pursuant to a Prospectus and delivers Registrable Securities to close out its short position;

(iii) transactions by a Holder in which the Holder delivers, in a transaction exempt from registration under the Securities Act, Registrable Securities to the Hedging Counterparty who will then publicly resell or otherwise transfer such Registrable Securities pursuant to a Prospectus or an exemption from registration under the Securities Act; and

(iv) a loan or pledge of Registrable Securities to a Hedging Counterparty who may then become a selling stockholder and sell the loaned shares or, in an event of default in the case of a pledge, sell the pledged shares, in each case, in a public transaction pursuant to a Prospectus.

"Holder" means the Harbinger Investors and any Permitted Transferee thereof to whom Registrable Securities are transferred in accordance with Section 9(g) other than a transferee to whom Registrable Securities have been transferred pursuant to a Registration Statement under the Securities Act or Rule 144 or Regulation S promulgated under the Securities Act.

"Holder Free Writing Prospectus" means each Free Writing Prospectus prepared by or on behalf of the relevant Holder or used or referred to by such Holder in connection with the offering of Registrable Securities.

"Holders' Counsel" has the meaning set forth in Section 7(a)(i).

"Incidental Registration" has the meaning set forth in Section 4(a).

"Indemnified Party" has the meaning set forth in Section 8(c).

"Indemnifying Party" has the meaning set forth in Section 8(c).

"Initiating Holders" has the meaning set forth in Section 3(a).

"Inspectors" has the meaning set forth in Section 7(a)(viii).

"Liability" has the meaning set forth in Section 8(a).

"Lock-up Agreements" has the meaning set forth in Section 6(a).

"Long-Form Registration" has the meaning set forth in Section 3(a).

"Market Price" means, on any date of determination, the average of the daily Closing Price of the Registrable Securities for the immediately preceding 30 days on which the national securities exchanges are open for trading.

"Permitted Transferee" means any Person who has acquired Registrable Securities in accordance with Section 9(g).

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Prospectus" means any "prospectus" as defined in Rule 405 promulgated under the Securities Act.

"Records" has the meaning set forth in Section 7(a)(viii).

"Registrable Class Securities" means the Registrable Securities and any other securities of the Company that are of the same class as the relevant Registrable Securities.

"Registrable Securities" means each of the following: (i) any and all shares of Common Stock owned after the date hereof by the Holders (irrespective of when acquired) and any shares of Common Stock issuable or issued upon exercise, conversion or exchange of other securities of the Company; and (ii) any securities of the Company issued in respect of the shares of Common Stock issued or issuable to any of the Holders with respect to the Registrable Securities by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise and any shares of Common Stock issuable upon conversion, exercise or exchange thereof.

"Registration Expenses" has the meaning set forth in Section 7(d).

"Registration Statement" means a registration statement filed pursuant to the Securities Act, including an Automatic Shelf Registration Statement.

"Requested Shelf Registered Securities" has the meaning set forth in Section 5(b).

"SBH Common Stock" has the meaning set forth in Recitals.

"Seasoned Issuer" means an issuer eligible to use Form S-3 or F-3 under the Securities Act for a primary offering in reliance on General Instruction I.B.1 to those Forms.

"Securities Act" means the Securities Act of 1933 and the rules and regulations of the Commission promulgated thereunder.

"Shelf Initiating Holders" has the meaning set forth in Section 5(a).

"Shelf Registered Securities" means, with respect to a Shelf Registration, any Registrable Securities whose sale is registered pursuant to the Registration Statement filed in connection with such Shelf Registration.

"Shelf Registration" has the meaning set forth in Section 5(a).

"Shelf Requesting Holder" has the meaning set forth in Section 5(b).

"Short-Form Registration" has the meaning set forth in Section 3(a).

"Transfer" means, with respect to any security, the offer for sale, sale, pledge, transfer or other disposition or encumbrance (or any transaction or device that is designed to or could be expected to result in the transfer or the disposition by any Person

at any time in the future) of such security, and shall include the entering into of any swap, hedge or other derivatives transaction or other transaction that transfers to another in whole or in part any rights, economic benefits or risks of ownership, including by way of settlement by delivery of such security or other securities in cash or otherwise.

"underwritten public offering" of securities means a public offering of such securities registered under the Securities Act in which an underwriter, placement agent or other intermediary participates in the distribution of such securities, including a Hedging Transaction in which a Hedging Counterparty participates.

"Valid Business Reason" has the meaning set forth in Section 3(b).

"Well-Known Seasoned Issuer" means a "well-known seasoned issuer" as defined in Rule 405 promulgated under the Securities Act and which (i) is a "well-known seasoned issuer" under paragraph (1)(i)(A) of such definition or (ii) is a "well-known seasoned issuer" under paragraph (1)(i)(B) of such definition and is also eligible to register a primary offering of its securities relying on General Instruction I.B.1 of Form S-3 or Form F-3 under the Securities Act.

(b) Interpretation. Unless otherwise noted:

(i) All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time.

(ii) All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

(iii) All references to agreements and other contractual instruments shall be deemed to be references to such agreements or other instruments as they may be amended from time to time.

(iv) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

2. General; Securities Subject to this Agreement.

(a) Grant of Rights. Subject to, and conditioned upon, the closing of the Transactions (as such term is defined in the Exchange Agreement), the Company hereby grants registration rights to the Holders upon the terms and conditions set forth in this Agreement.

(b) Registrable Securities. For the purposes of this Agreement, any given Registrable Securities will cease to be Registrable Securities when (i) a Registration Statement covering such Registrable Securities has been declared effective

under the Securities Act by the Commission and such Registrable Securities have been disposed of pursuant to such effective Registration Statement, (ii) such Registrable Securities have been sold pursuant to Rule 144 promulgated under the Securities Act, (iii) the entire amount of the Registrable Securities owned by the relevant Holder may be sold in a single sale, in the opinion of counsel satisfactory to the Company and such Holder, each in their reasonable judgment, without any limitation pursuant to Rule 144 promulgated under the Securities Act, (iv) such Holder owning such Registrable Securities owns less than 1% of the outstanding shares of Common Stock on a fully diluted basis, (v) the Registrable Securities are proposed to be sold or distributed by a Person not entitled to the registration rights granted by this Agreement, or (vi) such Registrable Securities are no longer outstanding.

(c) Holders of Registrable Securities. A Person is deemed to be a holder of Registrable Securities whenever such Person owns of record or beneficially owns Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company may act upon the basis of the instructions, notice or election received from the registered owner of such Registrable Securities.

3. Demand Registration.

(a) Request for Demand Registration. At any time, and from time to time, one or more of the Holders (the "Initiating Holders") may make a written request to the Company to register, and the Company shall register, in accordance with the terms of this Agreement, the sale of the number of Registrable Securities stated in such request under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8), at the election of the Initiating Holders, (i) on Form S-1 or any similar long-form registration (a "Long-Form Registration") or (ii) on Form S-3 or any similar short-form registration (other than a Shelf Registration), if such a short-form is then available to the Company (a "Short-Form Registration" and, together with a Long-Form Registration, a "Demand Registration"); provided, however, that the Company shall not be obligated to effect (A) more than three such Long-Form Registrations hereunder and (B) a Demand Registration if the Initiating Holders propose to sell their Registrable Securities at an anticipated aggregate offering price (calculated based upon the Market Price of the Registrable Securities on the date of filing of the Registration Statement with respect to such Registrable Securities and including any Registrable Securities subject to any applicable over-allotment option) to the public of less than (x) $30,000,000.00 in the case of a Long-Form Registration or (y) $5,000,000.00 in the case of a Short-Form Registration. For purposes of the preceding sentence, two or more Registration Statements filed in response to one demand for a Long-Form Registration shall be counted as one Long-Form Registration. Each request for a Demand Registration by the Initiating Holders shall state the amount of the Registrable Securities proposed to be sold and the intended method of disposition thereof. The Initiating Holders shall be entitled to no more than one Short-Form Registration every six months.

(b) Limitations on Demand Registrations. If the Board of Directors, in its good faith judgment, determines that any registration of Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company or is necessary to avoid premature disclosure of a matter the Board of Directors has determined would not be in the best interests of the Company to be disclosed at such time (a "Valid Business Reason"), (i) the Company may postpone filing a Registration Statement relating to a Demand Registration until such Valid Business Reason no longer exists, and (ii) in case a Registration Statement has been filed relating to a Demand Registration, the Company, upon the approval of a majority of the Board of Directors, may postpone amending or supplementing such Registration Statement and, if the Valid Business Reason has not resulted from actions taken by the Company, may cause such Registration Statement to be withdrawn and its effectiveness terminated. The Company shall give written notice to all Holders of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. If the Company gives notice of its determination to postpone or withdraw a Registration Statement pursuant to this Section 3(b), the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including, in the case of a Long-Form Registration, the period referred to in the second sentence of Section 3(d)) by the number of days during the period from (and including) the date of the giving of such notice pursuant to this Section 3(b) to (and including) the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by and meeting the requirements of Section 7(a)(vi). Notwithstanding anything to the contrary contained herein, the Company may not withdraw a filing under this Section 3(b) or Section 5(c) due to a Valid Business Reason more than once in any 12 month period, and may not postpone an offering under this Section 3(b) or Section 5(c) due to a Valid Business Reason for a period of greater than 90 days during any 12-month period.

(c) Incidental or "Piggy-Back" Rights with Respect to a Demand Registration. Any Holder which has not requested the relevant Demand Registration under Section 3(a)) may offer such Holder's Registrable Securities under any such Demand Registration pursuant to this Section 3(c). The Company shall (i) as promptly as reasonably practicable but in no event later than five days after the receipt of a request for a Demand Registration from any Initiating Holders, give written notice thereof to all of the Holders (other than such Initiating Holders), which notice shall specify the number of Registrable Securities subject to the request for Demand Registration, whether such Demand Registration is a Short-Form Registration or Long-Form Registration, the names and notice information of the Initiating Holders and the intended method of disposition of such Registrable Securities and (ii) subject to Section 3(f), include in the Registration Statement filed pursuant to such Demand Registration all of the Registrable Securities requested by such Holders for inclusion in such Registration Statement from whom the Company has received a written request for inclusion therein within 10 days after the receipt by such Holders of such written notice referred to in clause (i) above. Each such

request by such Holders shall specify the number of Registrable Securities proposed to be registered and such Holder shall send a copy of such request to the Initiating Holders. The failure of any Holder to respond within such 10-day period referred to in clause (ii) above shall be deemed to be a waiver of such Holder's rights under this Section 3(c) with respect to such Demand Registration. Any Holder may waive its rights under this Section 3(c) prior to the expiration of such 10-day period by giving written notice to the Company, with a copy to the Initiating Holders. If a Holder sends the Company a written request for inclusion of part or all of such Holder's Registrable Securities in a registration, such Holder shall not be entitled to withdraw or revoke such request without the prior written consent of the Company in the Company's sole discretion unless, as a result of facts or circumstances arising after the date on which such request was made relating to the Company or to market conditions, such Holder reasonably determines that participation in such registration would have a material adverse effect on such Holder.

(d) Effective Demand Registration. The Company shall use its reasonable best efforts to cause any such Demand Registration to become effective within (i) 60 days after it receives a request under Section 3(a) for a Long-Form Registration and (ii) 45 days after it receives a request under Section 3(a) for a Short-Form Registration, and in each case to remain effective thereafter. A registration shall not constitute a Long-Form Registration until it has become effective and remains continuously effective for the lesser of (A) the period during which all Registrable Securities registered in the Long-Form Registration are sold and (B) 120 days; provided, however, that a registration shall not constitute a Long-Form Registration if (x) after such Long-Form Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency, court or other Person for any reason not attributable to the Initiating Holders and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Long-Form Registration are not satisfied or waived, other than by reason of a failure by the Initiating Holders.

(e) Expenses. The Company shall pay all Registration Expenses in connection with a Demand Registration, whether or not such Demand Registration becomes effective; provided, however, that in no event shall the Company be responsible for the expenses of any Holder who voluntarily withdraws Registrable Securities from any registration or offering (except as contemplated by Section 3(f)) or was required to withdraw such Registrable Securities as a result of a breach, or failure to satisfy any condition, of this Agreement.

(f) Underwriting Procedures. If the Company or the Initiating Holders holding a majority of the Registrable Securities held by all of the Initiating Holders so elect, the Company shall use its reasonable best efforts to cause the offering made pursuant to such Demand Registration to be in the form of a firm commitment underwritten public offering, and the managing underwriter or underwriters for such offering shall be an investment banking firm or firms of national reputation selected to act as the managing underwriter or underwriters of the offering in accordance with

Section 3(g) (each, an "Approved Underwriter"). In connection with any Demand Registration under this Section 3 involving an underwritten public offering, none of the Registrable Securities held by any Holder making a request for inclusion of such Registrable Securities pursuant to Section 3(c) shall be included in such underwritten public offering unless such Holder accepts the terms of the offering as agreed upon by the Company, the Initiating Holders and the Approved Underwriters, and then only in such quantity as will not, in the opinion of the Approved Underwriters, jeopardize the success of such offering by the Initiating Holders. If the Approved Underwriters advise the Company that the aggregate amount of such Registrable Securities requested to be included in such offering is sufficiently large to have a material adverse effect on the success of such offering, then the Company shall include in such registration only the aggregate amount of Registrable Securities that the Approved Underwriters believe may be sold without any such material adverse effect and shall reduce the amount of Registrable Securities to be included in such registration, first, as to the equity securities offered by the Company for its own account; second, as to the Registrable Securities of Holders who are not Initiating Holders, as a group (if any), *pro rata* within such group based on the number of Registrable Securities owned by each such party; and third, as to the Registrable Securities of the Initiating Holders, as a group (if any), *pro rata* within such group based on the number of Registrable Securities owned by each such party; provided, however, that any party whose right to participate in such offering is reduced by greater than thirty percent (30%) may withdraw all of its Registrable Securities from such registration.

(g) Selection of Underwriters in a Demand Registration. If an offering of Registrable Securities made pursuant to any Demand Registration is in the form of an underwritten public offering, the Initiating Holders holding a majority of the Registrable Securities held by all of the Initiating Holders shall select the Approved Underwriters; provided, however, that the Approved Underwriters shall, in any case, also be reasonably acceptable to the Company.

4. Incidental or "Piggy-Back" Registration.

(a) Request for Incidental or "Piggy-Back" Registration. If the Company proposes to file a Registration Statement with respect to an offering by the Company for its own account (other than a Registration Statement on Form S-4 or S-8) or for the account of any stockholder of the Company (other than for the account of any Holder pursuant to Section 3 or Section 5), then the Company shall give written notice of such proposed filing to each of the Holders as promptly as reasonably practicable but in no event later than 20 days before the anticipated filing date, and such notice shall describe the proposed registration, offering price (or reasonable range thereof) and distribution arrangements, and offer such Holders the opportunity to register the number of Registrable Securities as each such Holder may request (an "Incidental Registration"). In connection with any Incidental Registration under this Section 4(a) involving an underwritten public offering, the Company shall use its reasonable best efforts to cause the managing underwriter or underwriters (the "Company Underwriter") to permit each of the Holders who has requested in writing to participate in the Incidental Registration to

include the number of such Holder's Registrable Securities specified by such Holder in such offering on the same terms and conditions as the securities of the Company or for the account of such other stockholder, as the case may be, included therein. In connection with any Incidental Registration under this Section 4(a) involving an underwritten public offering, the Company shall not be required to include any Registrable Securities in such underwritten public offering unless the Holders thereof accept the terms of the underwritten public offering as agreed upon between the Company, such other stockholders, if any, and the Company Underwriter, and then only in such quantity as the Company Underwriter believes will not jeopardize the success of the offering by the Company. If the Company Underwriter advises the Company that the aggregate amount of such Registrable Securities requested to be included in such offering is sufficiently large to have a material adverse effect on the success of such offering, then the Company shall include in such Incidental Registration only the aggregate amount of Registrable Securities that the Company Underwriter believes may be sold without any such material adverse effect and shall include in such registration, first, all of the securities to be offered for the account of the Company; second, the Registrable Securities to be offered for the account of the Holders pursuant to this Section 4, as a group (if any), *pro rata* based on the number of Registrable Securities owned by each such Holder; and third, any other securities requested to be included in such offering by other security holders of the Company, as a group (if any), *pro rata* based on the number of relevant securities owned by the securityholders in such group; provided, however, that any party whose right to participate in such offering is reduced by greater than thirty percent (30%) may withdraw all of its Registrable Securities from such registration.

(b) Expenses. The Company shall bear all Registration Expenses in connection with any Incidental Registration pursuant to this Section 4, whether or not such Incidental Registration becomes effective; provided, however, that in no event shall the Company be responsible for the expenses of any Holder who voluntarily withdraws Registrable Securities from any registration or offering (except as contemplated by Section 4(a)) or was required to withdraw such Registrable Securities as a result of a breach, or failure to satisfy any condition, of this Agreement.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it prior to the effectiveness of such registration whether or not any Holder has requested to include Registrable Securities in such registration.

5. Shelf Registration.

(a) Request for Shelf Registration. Upon the Company becoming eligible for use of a Short-Form Registration under the Securities Act in connection with a secondary public offering of its equity securities, in the event that the Company shall receive from one or more of the Holders (the "Shelf Initiating Holders"), a written request that the Company register, under the Securities Act in an offering on a delayed or continuous basis pursuant to Rule 415 promulgated under the Securities Act (a "Shelf Registration"), the sale of at least $25,000,000.00 of Registrable Securities owned by

such Shelf Initiating Holders, the Company shall give written notice of such request to all of the Holders (other than the Shelf Initiating Holders) as promptly as reasonably practicable but in no event later than 10 days before the anticipated filing date of such Short-Form Registration, and such notice shall describe the proposed Shelf Registration, the intended method of disposition of such Registrable Securities and any other information that at the time would be appropriate to include in such notice, and offer such Holders the opportunity to register the number of Registrable Securities as each such Holder may request in writing to the Company, given within 10 days after their receipt from the Company of the written notice of such Shelf Registration. The "Plan of Distribution" section of such Short-Form Registration shall permit all lawful means of disposition of Registrable Securities, including firm-commitment underwritten public offerings, block trades, agented transactions, sales directly into the market, purchases or sales by brokers, Hedging Transactions, distributions to stockholders, partners or members of such Holders and sales not involving a public offering. With respect to each Shelf Registration, the Company shall (i) as promptly as reasonably practicable after the written request of the Shelf Initiating Holders, file a Registration Statement and (ii) use its reasonable best efforts to cause such Registration Statement to be declared effective within 45 days after it receives a request therefor, and remain effective until there are no longer any Shelf Registered Securities. The obligations set forth in this Section 5(a) shall not apply if the Company has a currently effective Automatic Shelf Registration Statement covering all Registrable Securities in accordance with Section 5(f) and has otherwise complied with its obligations pursuant to this Agreement.

(b) Shelf Underwriting Procedures. Upon written request made from time to time by a Holder of Shelf Registered Securities (the "Shelf Requesting Holder"), which request shall, subject to Section 5(a), specify the amount of such Shelf Requesting Holder's Shelf Registered Securities to be sold (the "Requested Shelf Registered Securities"), the Company shall use its reasonable best efforts to cause the sale of such Requested Shelf Registered Securities to be in the form of a firm commitment underwritten public offering (unless otherwise consented to by the Shelf Requesting Holder) if the anticipated aggregate offering price (calculated based upon the Market Price of the Registrable Securities on the date of such written request and including any Registrable Securities subject to any applicable over-allotment option) to the public equals or exceeds $10,000,000.00 (including causing to be produced and filed any necessary Prospectuses or Prospectus supplements with respect to such offering). The managing underwriter or underwriters selected for such offering shall be selected by the Shelf Requesting Holder and shall be reasonably acceptable to the Company, and each such underwriter shall be deemed to be an Approved Underwriter with respect to such offering. Notwithstanding the foregoing, in connection with any offering of Requested Shelf Registered Securities involving an underwritten public offering that occurs or is scheduled to occur within 30 days of a proposed registered underwritten public offering of equity securities for the Company's own account (a "Contemporaneous Company Offering"), the Company shall not be required to cause such offering of Requested Shelf Registered Securities to take the form of an underwritten public offering but shall instead offer the Shelf Requesting Holder the ability to include its Requested Shelf Registered Securities in the Contemporaneous Company Offering pursuant to Section 4.

(c) Limitations on Shelf Registrations. If the Board of Directors has a Valid Business Reason, (i) the Company may postpone filing a Registration Statement relating to a Shelf Registration until such Valid Business Reason no longer exists and (ii) in case a Registration Statement has been filed relating to a Shelf Registration, the Company, upon the approval of a majority of the Board of Directors, may postpone amending or supplementing such Registration Statement and, if the Valid Business Reason has not resulted from actions taken by the Company, may cause such Registration Statement to be withdrawn and its effectiveness terminated. The Company shall give written notice to all Holders of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not withdraw a filing under this Section 5(c) or Section 3(b) due to a Valid Business Reason more than once in any 12 month period, and may not postpone an offering under this Section 5(c) or Section 3(b) due to a Valid Business Reason for a period of greater than 90 days during any 12-month period.

(d) Expenses. The Company shall bear all Registration Expenses in connection with any Shelf Registration pursuant to this Section 5, whether or not such Shelf Registration becomes effective; provided, however, that in no event shall the Company be responsible for the expenses of any Holder who voluntarily withdraws Registrable Securities from any registration or offering (except as contemplated by Section 3(f)) or was required to withdraw such Registrable Securities as a result of a breach, or failure to satisfy any condition, of this Agreement.

(e) Additional Selling Stockholders. After the Registration Statement with respect to a Shelf Registration is declared effective, upon written request by one or more Holders (which written request shall specify the amount of such Holders' Registrable Securities to be registered), the Company shall, as promptly as reasonably practicable after receiving such request, (i) if it is a Seasoned Issuer or Well-Known Seasoned Issuer, or if such Registration Statement is an Automatic Shelf Registration Statement, file a Prospectus supplement to include such Holders as selling stockholders in such Registration Statement or (ii) if it is not a Seasoned Issuer or Well-Known Seasoned Issuer, and the Registrable Securities requested to be registered represent more than 1% of the outstanding Registrable Securities, file a post-effective amendment to the Registration Statement to include such Holders in such Shelf Registration and use reasonable best efforts to have such post-effective amendment declared effective.

(f) Automatic Shelf Registration. Upon the Company becoming a Well-Known Seasoned Issuer, (i) the Company shall give written notice to all of the Holders as promptly as reasonably practicable but in no event later than five Business Days thereafter, and such notice shall describe, in reasonable detail, the basis on which the Company has become a Well-Known Seasoned Issuer, and (ii) the Company shall, as promptly as reasonably practicable, register, under an Automatic Shelf Registration Statement, the sale of all of the Registrable Securities in accordance with the terms of this Agreement. The Company shall use its reasonable best efforts to file such Automatic

Shelf Registration Statement within 10 Business Days after it becomes a Well-Known Seasoned Issuer, and to cause such Automatic Shelf Registration Statement to remain effective thereafter until there are no longer any Registrable Securities. The Company shall give written notice of filing such Registration Statement to all of the Holders as promptly as reasonably practicable thereafter. At any time after the filing of an Automatic Shelf Registration Statement by the Company, if it is reasonably likely that it will no longer be a Well-Known Seasoned Issuer as of a future determination date (the "Determination Date"), at least 30 days prior to such Determination Date, the Company shall (A) give written notice thereof to all of the Holders as promptly as reasonably practicable but in no event later than 10 Business Days prior to such Determination Date and (B) if the Company is eligible to file a Short-Form Registration with respect to a secondary public offering of its equity securities, file a Short-Form Registration with respect to a Shelf Registration in accordance with Section 5(a), treating all selling stockholders identified as such in the Automatic Shelf Registration Statement (and amendments or supplements thereto) as Shelf Requesting Holders and use all commercially reasonable efforts to have such Registration Statement declared effective prior to the Determination Date. Any registration pursuant to this Section 5(f) shall be deemed a Shelf Registration for purposes of this Agreement.

(g) Not a Demand Registration. No Shelf Registration pursuant to this Section 5 shall be deemed a Demand Registration pursuant to Section 3.

6. Lock-up Agreements.

(a) Demand Registration. With respect to any Demand Registration, the Company shall not (except as part of such Demand Registration) effect any Transfer of Registrable Class Securities, or any securities convertible into or exchangeable or exercisable for Registrable Class Securities (except pursuant to a Registration Statement on Form S-8), during the period beginning on the effective date of any Registration Statement in which the Holders are participating and ending on the date that is 120 days after date of the final Prospectus relating to such offering, except as part of such Demand Registration. Upon request by the Approved Underwriters or the Company Underwriter (as the case may be), the Company shall, from time to time, enter into customary Lock-up agreements ("Lock-up Agreements") on terms consistent with the preceding sentence.

(b) Shelf Registration. With respect to any Shelf Registration and offering of Requested Shelf Registered Securities that takes the form of an underwritten public offering, the Company shall not (except as part of such offering) effect any Transfer of Registrable Class Securities, or any securities convertible into or exchangeable or exercisable for such Registrable Class Securities (except pursuant to a Registration Statement on Form S-8), during the period beginning on the date the Shelf Requesting Holder delivers its request pursuant to the first sentence of Section 5(b) and ending on the date that is 90 days after date of the final Prospectus relating to such offering, except as part of such Shelf Registration. Upon request by the Approved Underwriters or the Company Underwriter (as the case may be), the Company shall, from

time to time, enter into Lock-up Agreements on terms consistent with the preceding sentence.

(c) Additional Lock-up Agreements. With respect to each relevant offering, the Company shall use its reasonable best efforts to cause all of its officers, directors and holders of more than 1% of the Registrable Class Securities (or any securities convertible into or exchangeable or exercisable for such Registrable Class Securities) (but excluding any Holder) to execute lock-up agreements that contain restrictions that are no less restrictive than the restrictions contained in the Lock-up Agreements executed by the Company.

(d) Third Party Beneficiaries in Lock-up Agreements. Any Lock-up Agreements executed by the Company, its officers, its directors or other stockholders pursuant to this Section 6 shall contain provisions naming the selling stockholders in the relevant offering that are Holders as intended third-party beneficiaries thereof and requiring the prior written consent of such stockholders holding a majority of the Registrable Securities for any amendments thereto or waivers thereof.

7. Registration Procedures.

(a) Obligations of the Company. Whenever registration of Registrable Securities has been requested or required pursuant to Section 3, Section 4 or Section 5, the Company shall, subject to any terms, conditions or limitations set forth in Section 3, Section 4 or Section 5, as applicable, use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as promptly as reasonably practicable, and in connection with any such request or requirement, the Company shall:

(i) as soon as reasonably practicable, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective; provided, however, that (A) before filing a Registration Statement or Prospectus or any amendments or supplements thereto (including any documents incorporated by reference therein), or before using any Free Writing Prospectus, the Company shall provide the single law firm selected as counsel by the Holders holding a majority of the Registrable Securities being registered in such registration ("Holders' Counsel") and any other Inspector with an adequate and appropriate opportunity to review and comment on such Registration Statement, each Prospectus included therein (and each amendment or supplement thereto), each document incorporated by reference therein and each Free Writing Prospectus to be filed with the Commission, subject to such documents being under the Company's control, and (B) the Company shall notify the Holders' Counsel and each seller of Registrable Securities pursuant to such Registration Statement of any stop order issued or threatened by the Commission

and take all actions required to prevent the entry of such stop order or to remove it if entered;

(ii) as soon as reasonably practicable, prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (A) 120 days and (B) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold; provided, that in the case of a Shelf Registration, the Company shall keep such Registration Statement effective until all Registrable Securities covered by such Registration Statement shall have been sold, and shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) as soon as reasonably practicable, furnish to each seller of Registrable Securities, prior to filing a Registration Statement, at least one copy of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any Prospectus filed pursuant to Rule 424 promulgated under the Securities Act and any Free Writing Prospectus as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) as soon as reasonably practicable, register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may request, and to continue such registration or qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, however, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 7(a)(iv), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction;

(v) as soon as reasonably practicable, notify each seller of Registrable Securities: (A) when a Prospectus, any Prospectus supplement, any Free Writing Prospectus, a Registration Statement or a post-effective amendment to a Registration Statement has been filed with the Commission, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective; (B) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration

Statement, related Prospectus or Free Writing Prospectus or for additional information; (C) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement or the initiation or threatening of any proceedings for that purpose; (D) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceedings for such purpose; (E) of the existence of any fact or happening of any event of which the Company has knowledge which makes any statement of a material fact in such Registration Statement, related Prospectus or Free Writing Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or which would require the making of any changes in the Registration Statement, Prospectus or Free Writing Prospectus in order that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of such Prospectus or Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (F) of the determination by counsel of the Company that a post-effective amendment to a Registration Statement is advisable;

(vi) as soon as reasonably practicable, upon the occurrence of any event contemplated by Section 7(a)(v)(E) or, subject to Sections 3(b) and 5(c), the existence of a Valid Business Reason, as promptly as reasonably practicable, prepare a supplement or amendment to such Registration Statement, related Prospectus or Free Writing Prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such Registration Statement, Prospectus or Free Writing Prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of such Prospectus or Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) enter into and perform customary agreements (including underwriting and indemnification and contribution agreements in customary form with the Approved Underwriter or the Company Underwriter, as applicable) and take such other commercially reasonable actions as are required in order to expedite or facilitate each disposition of Registrable Securities and shall provide all reasonable cooperation, including causing appropriate officers to attend and participate in “road shows” and other information meetings organized by the Approved Underwriter or Company Underwriter, if applicable, and causing

counsel to the Company to deliver customary legal opinions in connection with any such underwriting agreements;

(viii) make available at reasonable times for inspection by any seller of Registrable Securities, any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Holders' Counsel and any attorney, accountant or other agent retained by any such seller or any managing underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Inspector in connection with such Registration Statement. Records that the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors (and the Inspectors shall confirm their agreement in writing in advance to the Company if the Company shall so request) unless (A) the disclosure of such Records is necessary, in the Inspector's judgment, to avoid or correct a misstatement or omission in the Registration Statement, (B) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction after exhaustion of all appeals therefrom or (C) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public. Each seller of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential;

(ix) if such sale is pursuant to an underwritten public offering, use its commercially reasonable best efforts to obtain a "cold comfort" letter or letters, dated as of such date or dates as the Holders' counsel or the managing underwriter reasonably requests, from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as Holders' Counsel or the managing underwriter reasonably requests;

(x) furnish, at the request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the Registration Statement with respect to such securities becomes effective, an opinion with respect to legal matters and a negative assurance letter with respect to disclosure matters, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such matters with respect to the registration in respect of which such opinion and letter are being delivered as

the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions and negative assurance letters;

(xi) with respect to each Free Writing Prospectus or other materials to be included in the Disclosure Package, ensure that no Registrable Securities be sold "by means of" (as defined in Rule 159A(b) promulgated under the Securities Act) such Free Writing Prospectus or other materials without the prior written consent of the Holders of the Registrable Securities covered by such registration statement, which Free Writing Prospectuses or other materials shall be subject to the review of Holders' Counsel;

(xii) as soon as reasonably practicable and within the deadlines specified by the Securities Act, make all required filings of all Prospectuses and Free Writing Prospectuses with the Commission;

(xiii) as soon as reasonably practicable and within the deadlines specified by the Securities Act, make all required filing fee payments in respect of any Registration Statement or Prospectus used under this Agreement (and any offering covered thereby);

(xiv) comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable but no later than 15 months after the effective date of the Registration Statement, an earnings statement covering a period of 12 months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(xv) cause all such Registrable Securities to be listed on each securities exchange on which Registrable Class Securities issued by the Company are then listed, provided that the applicable listing requirements are satisfied;

(xvi) as expeditiously as practicable, keep Holders' Counsel advised in writing as to the initiation and progress of any registration under Section 3, Section 4 or Section 5 and provide Holders' Counsel with all correspondence with the Commission in connection with any such Registration Statement;

(xvii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xviii) if such registration is pursuant to a Short-Form Registration, include in the body of the prospectus included in such Registration Statement such additional information for marketing purposes as the managing underwriter reasonably requests; and

(xix) take all other steps reasonably necessary to effect the registration and disposition of the Registrable Securities contemplated hereby.

(b) Seller Obligations. In connection with any offering under any Registration Statement under this Agreement:

(i) each Holder shall promptly furnish to the Company in writing such information with respect to such Holder and the intended method of disposition of its Registrable Securities as the Company may reasonably request or as may be required by law for use in connection with any related Registration Statement or Prospectus (or amendment or supplement thereto) and all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not contain a material misstatement of fact or not omit a material fact with respect to such Holder necessary in order to make the statements therein not misleading;

(ii) each Holder shall comply with the Securities Act and the Exchange Act and all applicable state securities laws and comply with all applicable regulations in connection with the registration and the disposition of the Registrable Securities;

(iii) each Holder shall not use any Free Writing Prospectus without the prior written consent of the Company;

(iv) with respect to any underwritten offering pursuant to Section 3, (x) each Initiating Holder shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters and (y) no selling Holder may participate in any such underwritten offering unless such selling Holder completes and/or provides all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents or information reasonably required under the terms of, or in connection with, such underwriting agreement; and

(v) each Shelf Requesting Holder shall enter into an underwriting agreement in customary form with managing underwriter or underwriters, and no Shelf Requesting Holder shall participate in any underwritten registration pursuant to Section 5(b) unless such selling Holder completes and/or provides all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents or information reasonably required under the terms of, or in connection with such underwriting agreement.

(c) Notice to Discontinue. Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 7(a)(v)(E), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder’s receipt of the copies of the supplemented or amended Prospectus or Free Writing Prospectus contemplated by Section 7(a)(vi) and, if so directed by the

Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus or Free Writing Prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in Section 7(a)(ii)) by the number of days during the period from (and including) the date of the giving of such notice pursuant to Section 7(a)(v)(E) to (and including) the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended Prospectus or Free Writing Prospectus contemplated by and meeting the requirements of Section 7(a)(vi).

(d) Registration Expenses. Subject to the last sentence of this Section 7(d), and except as otherwise provided in this Agreement, the Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Agreement, including (i) Commission, stock exchange and FINRA registration and filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the reasonable fees, charges and expenses of Holders' Counsel, any necessary counsel with respect to state securities law matters, counsel to the Company and of its independent public accountants, and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and any reasonable legal fees, charges and expenses incurred by the Initiating Holders, the Shelf Initiating Holders or the Shelf Requesting Holders, as the case may be, and (v) any liability insurance or other premiums for insurance obtained in connection with any Demand Registration or piggy-back registration thereon, Incidental Registration or Shelf Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. All of the expenses described in the preceding sentence of this Section 7(d) are referred to herein as "Registration Expenses." Notwithstanding the foregoing, (x) the Holders of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to the registration and sale of such Holders' Registrable Securities and, subject to clause (iv) above, shall bear the fees and expenses of their own counsel, and (y) in no event shall the Company be responsible under the foregoing clause (iv) above for any fees, charges or expenses with respect to any Holder who voluntarily withdraws Registrable Securities from any registration or offering (except as contemplated by Section 3(f)) or was required to withdraw such Registrable Securities as a result of a breach, or failure to satisfy any condition, of this Agreement.

(e) Hedging Transactions.

(i) The Company agrees that, in connection with any proposed Hedging Transaction, if, in the reasonable judgment of Holders' Counsel, it is necessary or desirable to register under the Securities Act such Hedging Transaction or sales or transfers (whether short or long) of Registrable Class Securities in connection therewith, then the Company shall use its reasonable best efforts to take such actions (which may include, among other things, the filing of a post-effective amendment to a Registration Statement to include additional or changed information that is material or is otherwise required to be disclosed, including a description of such Hedging Transaction, the name of the Hedging Counterparty, identification of the Hedging Counterparty or its Affiliates as underwriters or potential underwriters, if applicable, or any change to the plan of distribution) as may reasonably be required to register such Hedging Transaction or sales or transfers of Registrable Class Securities in connection therewith under the Securities Act in a manner consistent with the rights and obligations of the Company hereunder with respect to the registration of Registrable Securities. Any information provided by the Holders regarding the Hedging Transaction that is included in a Registration Statement, Prospectus or Free Writing Prospectus pursuant to this Section 7(e) shall be deemed to be information provided by the Holders selling Registrable Securities pursuant to such Registration Statement for purposes of Section 7(b).

(ii) All Registration Statements in which Holders may include Registrable Securities under this Agreement shall be subject to the provisions of this Section 7(e), and the registration of Registrable Class Securities thereunder pursuant to this Section 7(e) shall be subject to the provisions of this Agreement applicable to any such Registration Statements; provided, however, that the selection of any Hedging Counterparty shall not be subject to Section 3(g), but the Hedging Counterparty shall be selected by the Holders of a majority of the Registrable Class Securities subject to the Hedging Transaction that are proposed to be included in such Registration Statement.

(iii) If in connection with a Hedging Transaction, a Hedging Counterparty or any Affiliate thereof is (or may be considered) an underwriter or selling stockholder, then it shall be required to provide customary indemnities to the Company regarding the plan of distribution and like matters.

(iv) The Company further agrees to include, under the caption "Plan of Distribution" (or the equivalent caption), in each Registration Statement, and any related Prospectus (to the extent such inclusion is permitted under applicable Commission regulations and is consistent with comments received from the Commission during any Commission review of the Registration Statement), language substantially in the form of Schedule 1 hereto and to include in each Prospectus supplement filed in connection with any proposed Hedging Transaction language mutually agreed upon by the Company, the relevant Holders and the Hedging Counterparty describing such Hedging Transaction.

8. Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Holder, its stockholders, partners, members, directors, managers, officers, employees, trustees, attorneys, advisors, Affiliates and each Person who controls (within the meaning of Section 15 of the Securities Act) such Holder from and against any and all losses, claims, damages, liabilities and expenses, or any action or proceeding in respect thereof (including reasonable costs of investigation and reasonable attorneys' fees and expenses) (each, a "Liability") arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package, the Registration Statement, the Prospectus, any Free Writing Prospectus or in any amendment or supplement thereto, (ii) the omission or alleged omission to state in the Disclosure Package, the Registration Statement, the Prospectus, any Free Writing Prospectus or in any amendment or supplement thereto any material fact required to be stated therein or necessary to make the statements therein not misleading, and (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other federal law, any state or foreign securities law, or any rule or regulation promulgated under any of the foregoing laws, relating to the offer or sale of the Registrable Securities; provided, however, that the Company shall not be liable in any such case to the extent that any such Liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Disclosure Package, Registration Statement, Prospectus or preliminary prospectus or amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Holder (including the information provided pursuant to Section 7(b)(i)) expressly for use therein.

(b) Indemnification by Holders. In connection with any offering in which a Holder is participating pursuant to Section 3, 4 or 5, such Holder shall indemnify and hold harmless the Company, each other Holder, their respective directors, officers, other Affiliates and each Person who controls the Company, and such other Holders (within the meaning of Section 15 of the Securities Act) from and against any and all Liabilities arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package, the Registration Statement, the Prospectus, any Holder Free Writing Prospectus or in any amendment or supplement thereto, and (ii) the omission or alleged omission to state in the Disclosure Package, the Registration Statement, the Prospectus, any Holder Free Writing Prospectus or in any amendment or supplement thereto any material fact required to be stated therein or necessary to make the statements therein not misleading, in each case, to the extent such Liabilities arise out of or are based upon written information furnished by such Holder or on such Holder's behalf expressly for inclusion in the Disclosure Package, the Registration Statement, the Prospectus or any amendment or supplement thereto relating to the Registrable Securities (including the information provided pursuant to Section 7(b)(i)); provided, however, that the obligation to indemnify shall be individual, not joint and several, for each Holder and the total amount to be indemnified by such Holder pursuant to this Section 8(b) shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by such Holder in the offering to

which the Registration Statement, Prospectus, Disclosure Package or Holder Free Writing Prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder (the "Indemnified Party") shall give prompt written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and such parties have been advised by such counsel that either (A) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (B) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party; it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the written consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 8 from the Indemnifying Party is unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection

with the actions which resulted in such Liabilities, as well as any other relevant equitable considerations. The relative faults of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 8(a), 8(b) and 8(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided, that the total amount to be contributed by any Holder shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by such Holder in the offering. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) Exchange Act Reporting and Rule 144. The Company covenants that it shall (a) file any reports required to be filed by it under the Exchange Act and (b) take such further action as each Holder may reasonably request (including providing any information necessary to comply with Rule 144 promulgated under the Securities Act), all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 promulgated under the Securities Act, as such rule may be amended from time to time, or Regulation S promulgated under the Securities Act, as the same may be amended from time to time, or (ii) any similar rules or regulations hereafter adopted by the Commission. The Company shall, upon the request of any Holder, deliver to such Holder a written statement as to whether it has complied with such requirements.

9. Miscellaneous.

(a) Termination. In the event the Exchange Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect. This Agreement shall automatically terminate with respect to a Holder once such Holder no longer owns Registrable Securities.

(b) Recapitalizations, Exchanges, etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to (i) the shares of Common Stock and (ii) any and all securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets, recapitalization, reorganization or otherwise) which may be issued in respect of, in conversion of, in exchange for or in substitution of, the shares of Common Stock and shall be appropriately

adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof. The Company shall cause any successor or assign (whether by merger, consolidation, sale of assets, recapitalization, reorganization or otherwise) to assume this Agreement or enter into a new registration rights agreement with the Holders on terms substantially the same as this Agreement as a condition of any such transaction.

(c) No Inconsistent Agreements. The Company represents and warrants that it has not granted to any Person the right to request or require the Company to register any securities issued by the Company, other than the rights granted to the Holders herein. The Company shall not enter into any agreement with respect to its securities that provide for registration rights that are prior to those set forth herein or that are otherwise inconsistent with the rights granted to the Holders in this Agreement.

(d) Remedies. The Holders, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of their rights under this Agreement, without need for a bond. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive in any action for specific performance the defense that a remedy at law would be adequate or that there is need for a bond.

(e) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless consented to in writing by (i) the Company and (ii) the Holders holding Registrable Securities representing (after giving effect to any adjustments) at least a majority of the aggregate number of Registrable Securities owned by all of the Holders; provided that such majority shall include the Harbinger Investors. Any such written consent shall be binding upon the Company and all of the Holders.

(f) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be made by registered or certified first-class mail, return receipt requested, telecopy, electronic transmission, courier service or personal delivery:

(i) if to the Company:

Harbinger Group Inc.
450 Park Avenue, 27th Floor
New York, New York 10022
Fax: (212) 339-5801
Attn: Francis T. McCarron

with a copy (which shall not constitute notice hereunder) to:

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Fax: (212) 836-6685
Attn: Lynn Toby Fisher, Esq.

if to Harbinger Master:

Harbinger Capital Partners Master Fund I, Ltd.
450 Park Avenue, 30th Floor
New York, New York 10022
Fax: (212) 658-9311
Attn: Robin Roger, General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Fax: (212) 757-3990
Attn: Jeffrey D. Marell, Esq.
Raphael M. Russo, Esq.

(ii) if to Harbinger Special Situations:

Harbinger Capital Partners Special Situations Fund, L.P.
450 Park Avenue, 30th Floor
New York, New York 10022
Fax: (212) 658-9311
Attn: Robin Roger, General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Fax: (212) 757-3990
Attn: Jeffrey D. Marell, Esq.
Raphael M. Russo, Esq.

(iii) if to Global Opportunities:

Global Opportunities Breakaway Ltd.
450 Park Avenue, 30th Floor
New York, New York 10022
Fax: (212) 658-9311
Attn: Robin Roger, General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Fax: (212) 757-3990
Attn: Jeffrey D. Marell, Esq.
Raphael M. Russo, Esq.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five Business Days after being deposited in the mail, postage prepaid, if mailed; and when receipt is acknowledged, if telecopied or electronically transmitted. Any party may by notice given in accordance with this Section 9(f) designate another address or Person for receipt of notices hereunder.

(g) Successors and Assigns; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto as provided herein. The registration rights and requirements and related rights of the Holders contained in this Agreement, shall be with respect to any Registrable Security, transferred to any Person who is the transferee of such Registrable Security, without the consent of the Company, but only if transferred in compliance with this Agreement and only to the extent such transfer would not cause the Registrable Securities to cease being Registrable Securities under Section 2(b). At the time of the transfer of any Registrable Security as contemplated by this Section 9(g), such transferee shall execute and deliver to the Company an instrument, in form and substance reasonably satisfactory to the Company, to evidence its agreement to be bound by, and to comply with, this Agreement as a Holder. All of the obligations of the Company hereunder shall survive any such transfer. The Company shall not assign this Agreement, in whole or in part. Except as provided in Section 8, no Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE

PRINCIPLES OF CONFLICTS OF LAW THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION. The parties hereto irrevocably submit to the exclusive jurisdiction of any state or federal court sitting in the County of New York, in the State of New York over any suit, action or proceeding arising out of or relating to this Agreement or the affairs of the Company. To the fullest extent they may effectively do so under applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that they are not subject to the jurisdiction of any such court, any objection that they may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(j) **WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CONTROVERSY THAT MAY ARISE, WHETHER IN WHOLE OR IN PART, UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(k) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

(l) Rules of Construction. Unless the context otherwise requires, references to sections or subsections refer to sections or subsections of this Agreement. Terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

(m) Interpretation. The parties hereto acknowledge and agree that (i) each party hereto and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto, regardless of which party was generally responsible for the preparation of this Agreement.

(n) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties or undertakings with respect to the subject matter contained herein, other than those set

forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

(o) Further Assurances. Each of the parties shall execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

(p) Other Agreements. Nothing contained in this Agreement shall be deemed to be a waiver of, or release from, any obligations any party hereto may have under, or any restrictions on the transfer of Registrable Securities or other securities of the Company imposed by, any other agreement, including the Exchange Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

HARBINGER GROUP INC.

By: /s/ Francis T. McCarron
Name: Francis T. McCarron
Title: Executive Vice President and Chief Financial Officer

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.

By: Harbinger Capital Partners LLC,
its investment manager

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special Situations GP, LLC, its general partner

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

GLOBAL OPPORTUNITIES BREAKAWAY LTD.

By: Harbinger Capital Partners II LP,
its investment manager

By: /s/ Robin Roger
Name: Robin Roger
Title: Managing Director and General Counsel

Plan of Distribution

A selling stockholder may also enter into hedging and/or monetization transactions. For example, a selling stockholder may:

(a) enter into transactions with a broker-dealer or affiliate of a broker-dealer or other third party in connection with which that other party will become a selling stockholder and engage in short sales of the common stock under this prospectus, in which case the other party may use shares of common stock received from the selling stockholder to close out any short positions;

(b) itself sell short common stock under this prospectus and use shares of common stock held by it to close out any short position;

(c) enter into options, forwards or other transactions that require the selling stockholder to deliver, in a transaction exempt from registration under the Securities Act, common stock to a broker-dealer or an affiliate of a broker-dealer or other third party who may then become a selling stockholder and publicly resell or otherwise transfer that common stock under this prospectus; or

(d) loan or pledge common stock to a broker-dealer or affiliate of a broker-dealer or other third party who may then become a selling stockholder and sell the loaned shares or, in an event of default in the case of a pledge, become a selling stockholder and sell the pledged shares, under this prospectus.

Exhibit 99.1

Harbinger Group Inc. and Harbinger Capital Partners Enter into Definitive Agreement on Transfer of Spectrum Brands Majority Interest

NEW YORK (September 13, 2010) – Harbinger Group Inc. ("HGI"; NYSE: HRG) and Harbinger Capital Partners LLC ("Harbinger") today announced a definitive agreement for the transfer of Harbinger's majority interest in global consumer products company Spectrum Brands Holdings, Inc. ("Spectrum Brands"; NYSE: SPB) to HGI. This follows a review of Harbinger's proposal of August 13, 2010.

HGI is a publicly-traded holding company majority-owned by Harbinger. Harbinger views HGI as an efficient, long-term capital market vehicle for exercising its majority ownership over Spectrum Brands to build significant stockholder value. Following the transfer of majority ownership from Harbinger to HGI, Spectrum Brands will remain a stand-alone publicly-traded company, and the transaction will have no impact on its credit profile or financial position.

Philip Falcone, CEO of Harbinger and of HGI, said, "Spectrum Brands is a core long-term investment. It has a great consumer brand portfolio and is strongly positioned to build shareholder value through free cash flow generation, growth in earnings and EBITDA and significant debt reduction."

David Lumley, CEO of Spectrum Brands, said, "Our long-term strategic partnership with Harbinger has been key to building Spectrum Brands into a successful global consumer company. Today, our business is financially strong and positioned for growth, with a widely trusted portfolio of brands that provide quality and value for consumers. We believe that placing Harbinger's ownership interest into a permanent capital structure such as HGI underscores Harbinger's commitment and confidence in our company."

Details of HGI Share Exchange

Pursuant to the definitive agreement, Harbinger will contribute 27,756,905 shares of common stock of Spectrum Brands to HGI in exchange for 119,909,830 newly-issued shares of HGI common stock. Upon closing of the transaction, which is expected to occur in the fourth quarter of 2010, HGI anticipates it will hold 54.4% of the outstanding Spectrum Brands common stock, Harbinger will continue to hold 12.7% of the outstanding Spectrum Brands common stock and Harbinger will hold approximately 93.3% of the outstanding HGI common stock. Prior to the closing of the transaction, Harbinger may elect to contribute additional shares of Spectrum Brands common stock at the same exchange ratio described below.

The exchange ratio of 4.32:1.00 is based on the volume weighted average price of the common stock of HGI ($6.33) and Spectrum Brands ($27.36) for the 30 trading days to, and including, August 13, 2010, the date Harbinger proposed the transaction. The Spectrum Brands common stock contribution is subject to customary closing conditions for similar transactions, including the filing of an information statement with the Securities and Exchange Commission and the mailing of the information statement to HGI stockholders at least 20 days prior to the closing.

The transaction was approved unanimously by the board of directors of HGI, following the unanimous recommendation of a special committee consisting solely of "independent" directors as defined by the rules of the New York Stock Exchange. Funds managed by Harbinger, which hold a majority of the outstanding common stock of HGI, have consented to the transaction.

About Harbinger Capital Partners LLC:

Harbinger Capital Partners LLC is a leading private investment fund based in New York with $9 billion in assets under management. The firm was founded in 2001 and employs a fundamental approach to deep value and distressed credit investing. Harbinger is led by Philip A. Falcone, its Chief Executive Officer, who has more than 20 years of investment experience across an array of market cycles.

About Harbinger Group Inc.:

Harbinger Group Inc. (NYSE:HRG) is a holding company with approximately $144.8 million in consolidated cash, cash equivalents and investments as of June 30, 2010. HGI's principal focus is to identify and evaluate business combinations or acquisitions of businesses. HGI continues to review acquisitions and business combination proposals with the assistance of its advisors. A majority of HGI's outstanding common stock is owned by investment funds affiliated with Harbinger Capital Partners LLC. HGI makes certain reports available free of charge on its website at http://www.harbingergroupinc.com as soon as reasonably practicable after this information is electronically filed, or furnished to, the United States Securities and Exchange Commission.

About Spectrum Brands Holdings, Inc.:

Spectrum Brands Holdings, Inc. (NYSE:SPB) is a global consumer products company and a leading supplier of batteries, shaving and grooming products, personal care products, small household appliances, specialty pet supplies, lawn & garden and home pest control products, personal insect repellents and portable lighting. Helping to meet the needs of consumers worldwide, included in its portfolio of widely trusted brands are Rayovac®, Remington®, Varta®, George Foreman®, Black&Decker Home®, Toastmaster®, Tetra®, Marineland®, Nature's Miracle®, Dingo®, 8-in-1®, Littermaid®, Spectracide®, Cutter®, Repel®, and HotShot®. Spectrum Brands' products are sold by the world's top 25 retailers and are available in more than one million stores in more than 120 countries around the world. Spectrum Brands' businesses generate annual revenue from continuing operations in excess of $3 billion. A majority of Spectrum Brand's outstanding common stock is owned by investment funds affiliated with Harbinger Capital Partners LLC. For more information about Spectrum Brands, please visit its website at http://www.spectrumbrands.com.

For more information, please contact:

APCO Worldwide
Jeff Zelkowitz, 646-218-8744
jzelkowitz@apcoworldwide.com

or

Harbinger Group Inc.
Francis T. McCarron, CFO, 212-906-8560
investorrelations@Harbingergroupinc.com

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“Safe Harbor” Statement Under the Private Securities Litigation Reform Act of 1995: The statements contained in this press release which are not historical fact are forward-looking statements based upon management’s current expectations that are subject to risks, and uncertainties that could cause actual results, events and developments to differ materially from those set forth in or implied by forward-looking statements. Forward-looking statements, which are based upon certain assumptions and describe future plans, strategies and expectations of Harbinger Group Inc. (HGI) and/or Spectrum Brands Holdings, Inc. (Spectrum Brands), are generally identifiable by use of the words “believes,” “expects,” “intends,” “anticipates,” “plans,” “seeks,” “estimates,” “projects,” “may” or similar expressions. Factors that could cause actual results, events and developments to differ include, without limitation, the risk that HGI may not be successful in identifying any suitable future acquisition opportunities and those factors listed under the caption “Risk Factors” in the most recently filed Annual Reports on Form 10-K for each of HGI and Spectrum Brands, as well as the most recently filed Quarterly Reports on Form 10-Q for each of them. All forward-looking statements made herein are qualified by these cautionary statements and there can be no assurance that the actual results, events or developments referenced herein will occur or be realized. Neither Harbinger nor HGI undertakes any obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operation results.