

**MOTOROLA SOLUTIONS ADOPTION ASSISTANCE PROGRAM**  
**(As Amended and Restated Effective as of January 1, 2011)**

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# MOTOROLA SOLUTIONS ADOPTION ASSISTANCE PROGRAM

(As Amended and Restated Effective as of January 1, 2011)

## SECTION 1 INTRODUCTION

**1.1 Purpose and Effective Date.** Motorola Inc., a Delaware corporation, which effective January 4, 2011 is known as Motorola Solutions, Inc. (“Motorola”), as the Program sponsor, maintains the Motorola Adoption Assistance Program (the “Program”) to provide eligible employees with assistance in meeting expenses associated with the adoption of a child. The following provisions constitute an amendment, restatement, and continuation of the Program as in effect immediately prior to January 1, 2011 (the “Effective Date”), to incorporate amendments made to date and to make various other changes, including a change in the Program name to the Motorola Solutions Adoption Assistance Program.

**1.2 Participating Employers.** Any entity that is a Related Company may, with Motorola’s consent, adopt the Program for the benefit of its eligible employees. Any entity that is not a Related Company but previously was a Related Company may, with the written approval of the most senior Human Resources officer of Motorola, acting pursuant to the authorities delegated to him or her to make decisions regarding settlor functions in his or her sole discretion, adopt the Program for the benefit of its eligible employees.

**1.3 Program Administration.** The authority to control and manage the operation and administration of the Program is vested in the Program Administrator, as provided in Section 6 of this Program. Any committee, entity, individual or individuals designated as the Program Administrator under Section 6 of this Program shall be “Named Fiduciaries” with respect to their authority under the Program.

**1.4 Funding of Benefits.** The Program is not funded. All benefits under the Program shall be paid solely from the general assets of the Employer and no contributions shall be required of Participants as a condition for participating in or receiving benefits under the Program. No Participant or other person shall have any right to payment of benefits from the general assets of any Employer greater than that of a general creditor of an Employer and no Participant or other person shall acquire by reason of the Program any right in or title to any assets, funds or property of any Employer. No employee, officer, director or agent of any Employer guarantees in any manner the payment of adoption assistance benefits under the Program.

**1.5 Summary Plan Descriptions.** For purposes of determining benefit levels and the conditions, restrictions and limitations applicable to benefits under the Program, the terms of the Summary Plan Descriptions (“SPDs”) and Summaries of Material Modifications (“SMMs”) for the Program, as modified by Motorola from time to time, shall be considered to be a part of this document. Each SPD that is so incorporated herein, and the Employees to whom such SPD applies, are listed in Exhibit B. Any SMM applicable to any such SPD shall be automatically considered a part of this document without being listed on such Exhibit. Reference to an SPD herein shall be deemed to be a reference to the SPD (and any related SMM) for the applicable Participant.

## **SECTION 2** **DEFINITIONS**

In addition to the words and phrases defined in other Sections of the Program, the following words and phrases, with the initial letter capitalized, shall have the meanings indicated below for purposes of the Program.

**2.1 Actively at Work and Active Employment.** “Actively at Work” and “Active Employment” mean that the Employee currently works at his or her assigned place of employment for an Employer during assigned working hours. Notwithstanding the foregoing, a Employee shall be deemed to be Actively at Work (i) if the Employee is on a leave of absence under the Employer’s Parental Leave Policy; (ii) on a day that is not a regularly scheduled work day or (iii) a day that is eligible for pay under the paid time off policies of the Employer, provided that he or she performed, in the customary manner, all of the regular duties of his or her job on the last preceding scheduled work day.

**2.2 Child.** “Child” means, with reference to a Participant, an individual placed with the Participant for adoption, irrespective of whether the adoption has become final.

**2.3 Claimant.** “Claimant” means a Participant or his or her authorized representative who makes a claim for benefits under Section 5 of the Program.

**2.4 Code.** “Code” means the Internal Revenue Code of 1986, as amended from time to time.

**2.5 Domestic Partner.** “Domestic Partner” means an Employee and other individual, who is not the Employee’s Spouse, who are registered as domestic partners under the laws of any city, county or state. If an Employee and other individual are not registered as

domestic partners, 'Domestic Partner' means an Employee and other individual, who is not the Employee's Spouse, and as to whom all of the following are satisfied:

- (a) both the Employee and his or her Domestic Partner are at least 18 years of age;
- (b) both the Employee and his or her Domestic Partner are unrelated by blood to a degree of closeness that would prohibit marriage by law in the state in which they reside;
- (c) neither the Employee nor his or her Domestic Partner is married to another person under statutory or common law or is in another domestic partnership;
- (d) the Employee and his or her Domestic Partner are in a single, dedicated relationship with each other and have been in such relationship for a minimum of six (6) consecutive months, and intend to remain in the relationship indefinitely; and
- (e) the Employee and his or her Domestic Partner share the same residence and have shared the same residence for a minimum of six (6) consecutive months.

**2.6 Effective Date.** "Effective Date" means January 1, 2011.

**2.7 Eligible Expense.** "Eligible Expense" means any costs incurred by a Participant in connection with the adoption of a Child, as specified in the SPD. An Eligible Expense is incurred when the service is rendered, not when the service is billed or paid.

**2.8 Employee.** “Employee” means a person whom the Employer classifies as engaging in an employee-employer relationship with an Employer or a Related Company that has adopted the Program in accordance with Subsection 1.2 of the Program, but excluding (a) any independent contractor; (b) any consultant; (c) any individual performing services for Motorola or a Related Company who has entered into an independent contractor or consultant agreement with Motorola or a Related Company; (d) any individual performing services for Motorola or a Related Company under an independent contractor or consultant agreement, a purchase order, a supplier agreement or any other agreement that Motorola or a Related Company enters into for services; (e) any “leased employee” as defined in Section 414(n) of the Internal Revenue Code; and (f) any individual whose terms and conditions of employment are governed by a collective bargaining agreement resulting from good faith collective bargaining where benefits of the type offered under this Program were the subject of such bargaining, unless such agreement specifies that such individuals are eligible for this Program.

**2.9 Employer.** “Employer” means Motorola (or Motorola Solutions, Inc. in which such name change is effective on January 4, 2011), and any Related Company that has adopted the Program under Subsection 1.2 of the Program.

**2.10 Failed Adoption.** “Failed Adoption” means a Participant has made a bona fide attempt to legally adopt a child and the adoption has been terminated due to unforeseen circumstances, as determined by the Program Administrator.

**2.11 Family.** “Family” means a Participant, his or her Spouse or Domestic Partner; provided, however, that two Employees who are each other’s Spouses or Domestic Partners shall be treated as one Family.



**2.12 Leave of Absence.** “Leave of Absence” means a period of absence from Active Employment that is not treated as a termination of employment in accordance with the Employer’s policy.

**2.13 Participant.** “Participant” means an Employee who has satisfied the requirements of Subsection 3.1 for participation and has not ceased participation by reason of an event described in Subsection 3.2.

**2.14 Program Year.** “Program Year” means the calendar year.

**2.15 Related Company.** “Related Company” means any corporation, trade, or business during any period that it is, along with Motorola, a member of a controlled group of corporations, a controlled group of trades or businesses, or an affiliated service group, as described in Section 414(b) or 414(c) of the Code.

**2.16 Spouse.** “Spouse” means an individual who is recognized as the lawful husband or lawful wife of a Participant under both the laws of the state of the Participant’s domicile and U.S. federal law, and shall include such an individual separated from the Participant under a legal separation decree.

**2.17 Surrogate Parent.** “Surrogate Parent” means a man who sells or donates sperm or a woman who sells or donates one or more ova or who permits the use of her womb for compensation, expenses, or otherwise to assist a Participant, Spouse, or Domestic Partner to have a child or to adopt a child borne by such Surrogate Parent or another person.

**2.18 Temporary Foster Care Expenses.** “Temporary Foster Care Expenses” means agency and legal fees associated with temporary foster care that either results in a final adoption or is associated with a Failed Adoption.

**2.19 Travel Expenses.** “Travel Expenses” means certain costs associated with the necessary and required travel in the adoption process, which are specified in the SPD.

**2.20 Welfare Plan.** “Welfare Plan” means the Motorola Solutions Employee Medical Benefits Plan, Motorola Solutions Employee Dental Benefits Plan, Motorola Solutions Disability Income Plan, Motorola Solutions Pre-Tax Contributions and Healthcare Flexible Benefits Plan, Motorola Solutions Adoption Assistance Program, Motorola Solutions Dependent Care Plan, and/or Motorola Solutions Post-Employment Health Benefits Plan.

**SECTION 3**  
**PROGRAM PARTICIPATION**

**3.1 Eligibility for Participation.** Subject to the terms and conditions of the Program, each individual who was a Participant immediately prior to the Effective Date shall continue as a Participant on and after that date. Subject to the terms and conditions of the Program, each other Employee of the Employer may become a Participant in the Program on or after the Effective Date if he or she meets each of the following requirements:

- (a) the Employee is regularly scheduled to work at least twenty (20) hours per week;
- (b) the Employee is not classified by the Employer as contract labor (such as contractors, contract employees, job shoppers) regardless of length of service;
- (c) the Employee's base wage or base salary is processed for payment by the U.S. Payroll Department(s) of the Employer and not by any other department of the Employer;
- (d) the Employee is Actively at Work; and
- (e) the Employee is a member of the covered group of Employees to whom the Program has been and continues to be extended by that Employer as designated in Exhibit A attached to the Program. The Employer shall communicate any changes in its covered group to the Program Administrator who shall, from time to time, prepare a revised Exhibit A to the Program to reflect such changes.

Notwithstanding the eligibility requirements set forth above, in the case of an individual who becomes an Employee by virtue of (i) the merger or acquisition of a business or entity by an Employer, or (ii) the termination or dissolution of a joint venture of which an Employer was a member, such Employee shall only become a Participant in the Program if, and to the extent determined in the sole and complete discretion of the most senior Human Resources officer of Motorola, or his or her designee, effective when reflected on a Exhibit A hereto.

**3.2 Termination of Participation.** A Participant shall cease to be a Participant in the Program on the earliest of the following dates:

- (a) the date on which the Participant's employment with all Employers terminates;
- (b) the date on which the Participant fails to meet any one of the requirements of Subsection 3.1;
- (c) the last day the Participant receives military service pay under the Military Service Leave and Pay Policy; provided, however, that the coverage of a Participant who returns to Active Employment within thirty-one (31) days of entering military service as described in the Uniformed Services Employment and Reemployment Rights Act shall not be terminated as a result of such absence;
- (d) ninety (90) days after the Program Administrator requests repayment from the Participant of amounts that are subject to reimbursement under any Welfare Plan, or overpayments or mistaken payments from any Welfare Plan, unless the Participant repays such amounts or sets up a payment

schedule for same that is approved by the Program Administrator in its sole discretion;

- (e) the day the Participant commits an intentional misrepresentation or fraud on the Program; or
- (f) the day the Program terminates, or the effective date of an amendment eliminating coverage for such Participant.

**SECTION 4**  
**ADOPTION ASSISTANCE BENEFITS**

**4.1 General Limits.** The Program will reimburse the Participant for Eligible Expenses incurred in connection with (i) a placement for adoption of a Child with the Participant, or (ii) a Failed Adoption. The Program will reimburse such Eligible Expenses up to a maximum as set forth in the SPD.

**4.2 Eligible Adoption Expenses.** Eligible Expenses for purposes of the Program shall be such expenses as set forth in the SPD.

**4.3 Reimbursement Requests.** To be reimbursed for Eligible Expenses under the Program, a Participant must file a claim with the Program Administrator in such form as the Program Administrator may require. A request shall not be considered properly filed under the Program unless it also includes the following:

- (a) an adoption court order; or a notarized letter from an attorney or licensed adoption agency granting preliminary placement of the adopted Child with the Participant or notifying the Participant or the Program Administrator of a Failed Adoption; and
- (b) proof of paid, itemized Eligible Expenses.

The Program Administrator has the right to request proof of temporary placement or other necessary papers that prove an expense is an Eligible Expense.

**4.4 Payment and Tax Withholding.** The Employer shall pay the claim approved by the Program Administrator as soon as practicable as directed by the Program Administrator. An Employer shall withhold, from any payment under the Program, the amount of any tax that, in

the sole determination of the Employer, is or may be required by law to be withheld with respect to the payment.

**SECTION 5**  
**CLAIMS PROCEDURE**

**5.1 Claims Procedure.** Claims under the Program shall be administered in accordance with claims procedures adopted by the Program Administrator. Such claims procedures shall comply with Section 503 of ERISA, Department of Labor Regulations Section 2560.503-1 and any other applicable requirements. A Participant must exhaust all the internal administrative remedies described in the claims procedures prior to bringing an action for benefits under the Program or under Section 502(a) of ERISA. Notwithstanding the foregoing, once a Participant has exhausted his or her administrative remedies under Section 503 of ERISA, the Participant must file suit in federal court within 180 days of receipt of the final denial of the appeal of an adverse benefit determination.

**5.2 Proof of Loss.** Written proof covering the occurrence, the character and the extent of the covered expense must be furnished to the Program Administrator. The Program Administrator will consider a Participant's request for reimbursement for any Eligible Expense according to the following:

- (a) Following the initial placement of the Child in the Participant's home, if such placement occurs, the Participant shall have one (1) year from the date of such placement to submit one or more requests for reimbursement of Eligible Expenses that the Participant incurred on or before such placement.
- (b) Following the initial placement of the Child in the Participant's home but prior to the final adoption of the Child, or a Failed Adoption, the



Participant may submit one or more requests for reimbursement of Eligible Expenses incurred after such placement.

- (c) Following the final adoption of the Child, or a Failed Adoption, the Participant may submit one or more requests for reimbursement covering all Eligible Expenses incurred in connection with such adoption or Failed Adoption (including amounts described in paragraphs (a) and (b) above); provided that, an Eligible Expense will only be reimbursable under this paragraph (c) if the request is filed within one (1) year after the later of (i) the date of the final adoption or Failed Adoption or (ii) the date that the Eligible Expense was incurred.
- (d) Under no circumstances will the Program Administrator consider Eligible Expenses submitted for reimbursement more than thirty (30) days after a Participant's participation in the Program terminates pursuant to Subsection 3.2.

Failure to furnish notice or proof of loss within the required time shall not invalidate nor reduce any claim if, in the sole and complete discretion of the Program Administrator, the proof of loss was given as soon as was reasonably possible. If the Program Administrator determines that the information furnished is incomplete, the Program Administrator may request other information and documents to be furnished in a manner and on a schedule specified by the Program Administrator in its discretion.

**SECTION 6**  
**PROGRAM ADMINISTRATION**

**6.1 Program Administration.** Motorola is the Program Administrator under the Program, and delegates its administrative authority hereunder to the Administrative Committee (referred to herein as the "Committee"). The Committee, or its designee, shall have and exercise all power, rights and duties reserved in the Program or under law to the Program Administrator when acting in such capacity.

The Committee shall have at least one (1) member. Motorola shall have authority to appoint or replace as members of the Committee such person or persons as it deems advisable. Motorola shall have the further authority to remove any member of the Committee, with or without cause. For purposes of this Subsection 6.1, the Compensation and Leadership Committee of the Board of Directors of Motorola or its designee shall act on behalf of Motorola.

Usual and reasonable expenses of the Committee shall be paid out of any principal or income of any fund maintained for purposes of the Program except to the extent paid in whole or in part by the Employer. The members of the Committee shall not receive any compensation for their services as such.

**6.2 Powers and Duties of Committee.** The Committee shall have authority to control and manage the operation and administration of the Program, including all rights and powers necessary or convenient to the carrying out of its functions hereunder, whether or not such rights and powers are specifically enumerated herein. The Committee may, in its discretion, delegate authority with regard to the administration of the Program, or any portion of the Program, to any entity, officer or committee in accordance with paragraph (d) below or Subsection 6.7. Notwithstanding any other provision of the Program, in the event that an action or direction of any person to whom authority hereunder has been delegated conflicts with an

action or direction of the Committee, then the authority of the Committee shall supersede that of the delegate with respect to such action or direction.

Without limiting the generality of the foregoing, and in addition to the other powers set forth in this Section, the Committee shall have sole and complete discretionary authority:

- (a) to promulgate rules and restrictions relating to eligibility, participation or benefits, consistent with the purposes of the Program;
- (b) to receive, review and maintain on file reports of the financial condition and of the receipts and disbursements of any fund from a trustee, insurance company or Program Administrator;
- (c) to name as Program Administrator any company, individual or committee that the Committee in its discretion deems advisable, including a company, individual or committee unrelated to Motorola. Any such unrelated entity will be known as a "Third Party Administrator." Any Program Administrator or Third Party Administrator named pursuant to this Subsection shall have authority to act with respect to the Program as a whole, or to a particular portion of the Program with respect to which such Program Administrator or Third Party Administrator is appointed, on behalf of the Committee, provided that any such action by the Program Administrator or Third Party Administrator is otherwise in accordance with the conditions, rules and procedures which the Program and the Committee may prescribe. The incumbency of a Program Administrator or Third Party Administrator may be terminated by action of the Committee at any time, with or without cause;

- (d) to construe and interpret the Program, decide all questions of fact and questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder. The Committee shall have the discretionary authority to grant or deny benefits under the Program. Benefits under the Program will be paid only if the Committee decides in its discretion that the applicant is entitled to them;
- (e) to prescribe procedures to be followed by Participants in filing applications for benefits, to permit filing of any documents by electronic medium, to authorize payment of such benefits;
- (f) to prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Program;
- (g) to receive from the Employer and from Participants such information, and to maintain records concerning such information, as shall be necessary for the proper administration of the Program;
- (h) to furnish the Employers upon request such annual and other reports with respect to the administration of the Program as are reasonable and appropriate; and
- (i) to request and obtain from any Participant such information and records as the Committee deems necessary and proper.

**6.3 Committee Procedures.** The Committee may establish such operating procedures as it deems appropriate. Meetings of the Committee may include telephone conference arrangements. A majority of the members of the Committee at the time in office

shall constitute a quorum for the transaction of business. All resolutions or other actions taken by the Committee at any meeting shall be by the vote of the majority of the members of the Committee present at the meeting. The Committee may act without a meeting by unanimous written consent of its members. Filing or delivery of any document with or to the secretary of the Committee or the Program Administrator in person or by registered or certified mail, addressed in care of the Employer, shall be deemed a filing with or delivery to the Committee.

**6.4 Consultation with Advisors.** The Committee (or any individual designated by a Committee pursuant to Subsection 6.7) may employ one or more persons to render advice with regard to any responsibility it may have under the Program. The Committee may consult with professionals and may also from time to time utilize the services of employees and agents of the Employer in the discharge of its responsibilities.

**6.5 Committee Members as Participants.** Any Committee member may also be a Participant, but no Committee member shall take part in any discretionary decision or action affecting his own interest as a Participant under this Program unless such decision or action is upon a matter that affects all other Participants similarly situated and confers no special right, benefit or privilege not simultaneously conferred upon all other such Participants.

**6.6 Records and Reports.** The Committee shall take all such action as it deems necessary or appropriate to comply with governmental laws and regulations relating to the maintenance of records, notifications to Participants, filings with the Internal Revenue Service and all other such requirements applicable to the Program.

**6.7 Designation of Responsibilities.** The Committee may designate in writing other persons to carry out a specified part or parts of its responsibilities hereunder (including the power to designate other persons to carry out a part of such designated responsibility). In addition, the

Benefits Review Committee has been designated as a fiduciary of the Plan with respect to the review and determination of benefit claims as described in Section 5 and the Benefits Review Committee has been delegated all powers and rights provided in Subsection 6.2. The Benefits Review Committee has accepted such designation and delegation. The Benefits Review Committee may designate in writing other persons to carry out a specified part or parts of its responsibilities hereunder (including the power to designate other persons to carry out a part of such designated responsibility).

**6.8 Obligations of Committee.** The Committee or its properly authorized delegate shall make such determinations as are necessary to accomplish the purposes of the Program with respect to individual Participants or classes of such Participants. The Employer shall be responsible for notifying the Committee of facts relevant to such determinations including, without limitation, length of service, payment for services, dates of death, permanent disability, granting or terminating of leaves of absence, ages, retirement and termination of service for any reason (but indicating such reason), and termination of participation. The Employer shall also be responsible for notifying the Committee of all other facts that may be necessary for the Committee to discharge its responsibilities hereunder. The Committee is hereby authorized to act solely upon the basis of such notifications from the Employer and to rely upon any document or signature believed by them to be genuine and shall be fully protected in so doing.

**6.9 Indemnification.** Individual members of the Committee, or its designee, shall be personally liable to make good to the Program losses to the Program resulting from each breach by him of the responsibilities, obligations, or duties imposed upon by applicable law and to restore to the Program any profits made by such individual through such individual's use of

Program assets. The Committee, or its designee, may purchase fiduciary liability insurance to cover such liability.

The Employers shall fully protect and indemnify each of their directors, officers and employees acting on behalf of the Committee in connection with the administration of the Program, at the request of an Employer (the "Indemnitee"), for (1) any liability, loss, cost, or damage, including reasonable attorneys' fees, suffered at any time by reason of his or her service with respect to the Program, but only if the Indemnitee did not act dishonestly or in willful or grossly negligent violation of the law or regulation under which such liability, loss, cost, damage, or expense arose; or (2) expense incurred, including reasonable legal fees and expenses, by being a party plaintiff or defendant to any suit in law or in equity brought by or against such Indemnitee for any cause other than his or her own dishonest, willful, or grossly negligent acts. An Indemnitee will not be deemed to have acted dishonestly, willfully or with gross negligence, unless such conduct is established by a court or other independent fact finder acting by agreement of the parties or upon court order. The obligation to indemnify hereunder shall continue after the Indemnitee ceases to act as fiduciary or ceases to be a director, officer or employee. The obligation to indemnify shall not be reduced or limited by amendment to the Program and shall survive termination of the Program.

**SECTION 7**  
**GENERAL PROVISIONS**

**7.1 Absence of Guaranty.** The Program Administrator does not guarantee benefits to any person. No Participant or any other person shall have a right to or interest in any assets of the Employers with respect to claims arising under the Program.

**7.2 Action by Employers.** Except as otherwise specifically provided by resolution of the Board of Directors of Motorola, any action required or permitted to be taken by Motorola under the Program shall be effected by the Compensation and Leadership Committee of the Board of Directors, or its designee. Any action required or permitted to be taken by an incorporated Employer, other than Motorola, under the Program shall be made by resolution of its board of directors or by a person or persons authorized by resolution of its board of directors. Any action required or permitted to be taken by an unincorporated Employer under the Program shall be made by writing adopted or executed by its authorized partner or by an individual or individuals authorized in writing by its authorized partner.

**7.3 Rights May Not Be Assigned or Alienated.** To the extent permitted by law, the rights of any Participant under the Program may not be voluntarily or involuntarily assigned or alienated.

**7.4 Recovery of Benefit Overpayment.** If any Program benefit paid to or on behalf of a Participant should not have been paid or should have been paid in a lesser amount, and the Participant fails to repay the amount promptly, the overpayment may be recovered by the Program Administrator from any monies then payable by the Program. The Program Administrator also reserves the right to recover any such overpayment by appropriate legal action. The participation of a Participant who fails to repay the Program the amount due shall be



terminated pursuant to Subsection 3.2(d) and as provided in the other Welfare Plans without regard to whether a claim brought by the Program under this Subsection is enforceable.

**7.5 Payments to Persons Under Legal Disability.** If, in the Program Administrator's opinion, a Participant or other person entitled to payment of benefits under the Program is under a legal disability or is in any way incapacitated so as to be unable to manage his or her financial affairs, then the Program Administrator may, until claim is made by a conservator or other person legally charged with the care of his person or of his estate, direct the payment to a relative or friend of such person for his benefit. Thereafter, any benefits under the Program to which such Participant or other person is entitled shall be paid to such conservator or other person legally charged with the care of his person or his estate.

**7.6 Evidence.** Evidence required of anyone under the Program may be given by certificate, affidavit, document, or other information that the person acting on it considers pertinent and reliable, and shall be signed, made, or presented by the proper parties.

**7.7 Gender and Number.** Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

**7.8 Governing Laws.** The Program shall be construed and administered according to the laws of the State of Illinois to the extent that such laws are not preempted by the laws of the United States of America.

**7.9 Missing Participants.** Each Participant or covered individual must, from time to time, file his post office address and each change of his post office address in writing with the Program Administrator. Any communication, statement, or notice addressed to a Participant or

covered individual at his or her last post office address filed with the Program Administrator, or, in the case of a Participant or covered individual who has not filed his or her address with the Program Administrator, his or her last post office address shown on the Employer's records, shall be binding for all purposes of the Program. The Program Administrator and the Employers are not required to search for or to locate a Participant or covered individual.

**7.10 Election and Notices.** Except as otherwise specifically provided in the Program, any election or notice required or permitted to be made by a Participant or other person entitled to benefits under the Program must be made in writing or, to the extent permitted by the Program Administrator, in electronic form, and filed with the Program Administrator at such time, in such form, and in such manner as the Program Administrator requires in accordance with a nondiscriminatory policy, uniformly applied. Any notice required under the Program may be waived by the person entitled to such notice.

**7.11 Program Not Contract of Employment.** The Program does not constitute a contract of employment, and participation in the Program shall not give any Participant the right to be retained in the employ of any Employer or any right or claim to any benefit under the Program, unless such right or claim to a benefit has specifically accrued under the terms of the Program.

**7.12 No Waiver.** Failure to insist upon compliance with any provision of this Program at any given time or times or under any given set or sets of circumstances shall not operate to waive or modify such provisions, or in any matter whatsoever to render it unenforceable, whether the circumstances are, or are not, the same.

**SECTION 8**  
**AMENDMENT AND TERMINATION**

**8.1 Amendment.** Subject to the provisions of Subsection 8.3, Motorola may amend the Program at any time as designated by a written instrument adopted by the Compensation and Leadership Committee of the Board of Directors or its designee, or the Plan Administrator or the most senior Human Resources officer of Motorola, subject to the Compensation and Leadership Committee's authority to limit the most senior Human Resource officer of Motorola's authority to amend the Program.

**8.2 Termination.** Subject to the provisions of Subsection 8.3, Motorola reserves the right to terminate the Program as to all the Employers at any time as designated by a written instrument adopted by the Compensation and Leadership Committee of the Board of Directors. Subject to Subsection 8.3, the Program shall terminate as to all the Employers on any day specified by Motorola on or before that day. The Program shall terminate as to any Employer other than Motorola on the date it is terminated by that Employer, provided advance written notice of the termination is given to Motorola. The Program shall terminate automatically upon the dissolution, merger, consolidation or reorganization of Motorola, or the sale of substantially all of its operating assets, unless the Program is duly adopted and continued by a successor to Motorola.

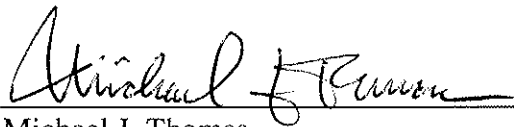
**8.3 Limitations on Amendment and Termination.** Except as may be necessary under the Code, no amendment or termination of the Program as to any Employer shall adversely affect the rights of any Participant to receive reimbursement for Eligible Expenses under Subsection 4.2 of the Program that were incurred prior to the adoption date of the action amending or terminating the Program and that are properly payable under Section 4 of the Program; provided, however, that if the Program is terminated as to any Employer, then any

rights to benefits that have accrued under the Program with respect to a Participant in the employ of that Employer shall be forfeited unless a claim for those benefits is filed within ninety (90) days after the effective date of that termination.

\* \* \* \* \*

To record the adoption of the Program, Motorola has caused this document to be executed on its behalf by its authorized officer, as of this 7<sup>th</sup> day of March, 2011.

**MOTOROLA SOLUTIONS, INC.**

By:   
Michael J. Thomas  
Its: Vice President, Global Rewards

**EXHIBIT A  
EMPLOYER COVERED GROUPS**

**Motorola Solutions Adoption Assistance Program**

<b>EMPLOYER</b>	<b>DATES EFFECTIVE</b>	
	<b>FROM</b>	<b>TO</b>
Motorola Solutions, Inc.*	01/01/89	

This Exhibit A records Program participation effective January 1, 2011. Any benefits or covered groups who participated in the Program prior to January 1, 2011 are reflected in the prior Program document.

\* Based on changes in corporate structure, Motorola Solutions, Inc. was known as Motorola, Inc. prior to January 4, 2011.

**EXHIBIT B**  
**LIST OF SUMMARY PLAN DESCRIPTIONS**

**Motorola Solutions Adoption Assistance Program**

<b>SUMMARY PLAN DESCRIPTIONS</b>	<b>CLASS OF COVERED EMPLOYEES</b>
2011 U.S. Motorola Solutions Health and Welfare Benefits Book and any Summary of Material Modifications issued thereto	Employees