27106 City of Long Beach

Transaction Document No. 19 to Master Purchase Agreement No. 27106

Motorola Solutions, Inc. ("Motorola") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 27106, wherein Buyer will purchase from Motorola and Motorola will sell to Buyer communications equipment as further described in Exhibit A in an amount not to exceed \$470,000.00 including tax. The items in Exhibit A may be changed if necessary by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

	MO'	TOROLA SOLUTIONS, INC.
February 11, 2011	By _	Mark Schmidl Officer's Title: MSSI Vice President
February 11, 2011	By ₋	David Little Assistant Secretary "Motorola"
2.14 .2	011	By EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
	cument No 2011.	o. 19 is hereby approved as to form on
		ROBERT E. SHANNON, City Attorney
		By M. Menson Gary J. Anderson Deputy City Attorney

Exhibit A

1.1 P25 Trunked ASTRO Radio System Pricing

\$192,417
\$22,784
\$12,602
\$9,595
\$211,461
\$448,859
(\$15,024)
\$433,835
\$2,617
\$3,447
\$439,899
\$23,146
\$463,045

1.2 Payment Terms (Exhibit B)

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1. 30% due upon contract execution.
- 2. 60% of the Contract Price upon shipment of equipment.
- 3. 5% of the Contract Price upon completion of installation.
- 4. 5% of the Contract Price upon final acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Motorola Solutions Customer Communication

Required Changes To Your Accounts Payable System

Jan. 4, 2011

To: [Customer contact name] Attn: Accounts Payable From: Motorola Solutions, Inc. Customer Financial Services

Instructions for Vendor Name Changes

On Jan. 4, 2011, Motorola completed its planned Separation into two independent, publicly traded companies:

- One company, Motorola Mobility, is now a stand-alone company focused on mobile devices and home product offerings.
- The other company, Motorola Solutions, is the one you're most familiar with. Motorola Solutions is
 now a stand-alone company with a sharpened strategic focus on providing next-generation solutions
 for our government, public safety and enterprise customers.

In conjunction with the Separation on Jan. 4, our legal entity name in the United States has changed from Motorola, Inc. to Motorola Solutions, Inc. Initially, this legal entity name change impacts customers in the United States and customers outside of the United States that contract with the former Motorola, Inc. U.S. legal entity.

How This Impacts You

As a result of our legal entity name change to Motorola Solutions, in some cases you will need to make minor changes to purchase orders, invoices and U.S. Sales Exemption Certificates. Our bank accounts will not change; therefore you can remit payments as usual.

Our goal is to make this transition as smooth as possible; therefore, please continue to work with your contacts at Motorola Solutions and implement the required changes (see below) to your system and processes.

Please Process These Changes As Soon As Possible

1) Purchase Orders:

What is Changing:

• Please issue Purchase Orders for any <u>new</u> business in the name Motorola Solutions, Inc. Existing orders/P.O. will not need to be reissued and will be processed as usual.

Required Action:

 Please ensure your purchase order systems have been updated with Motorola Solutions, Inc. as the vendor name. Please send purchase orders in the same manner you do today. NOTE: In the event you are delayed in changing your systems to our new name, we will continue to process purchase orders under Motorola, Inc.

2) Invoices & Remittance Payments:

What is Changing:

- Effective immediately, the invoices you receive from us will have the name Motorola Solutions, Inc.
- There will be no change to our bank account lock boxes for payment remittance so please continue
 to remit your payments in a timely manner, but making the change to Motorola Solutions, Inc. NOTE:
 In the event you are delayed in changing your systems to our new name, we will continue to process

payment under Motorola, Inc.

Required Action:

 Please ensure your accounts payable systems are updated with Motorola Solutions, Inc. as the vendor name. Please process payments as you usually do, but using our new name.

3) U.S. Sales Tax Exemption Certificates:

What is Changing:

• Since Motorola Solutions is a renaming of the company, some states require a revised Sales Tax Exemption form. For your convenience, we have identified the customers that need to submit new Sales Tax Exemption forms. If you are identified as a customer that will need to submit a new form, we will be contacting you directly regarding the new form.

Required Action:

 We will contact you directly to facilitate the completion of a new signed Sales Tax Exemption form for Motorola Solutions, Inc.

4) W9 Form – Request for Taxpayer Identification and Certification Form:

Even though our tax ID is not changing, for your convenience we have attached a new W9 Taxpayer Identification and Certification Form.

In the meantime, please note that any outstanding invoices will need to be paid in a timely manner either under Motorola, Inc. or Motorola Solutions, Inc. as these changes should not impact payment.

Thank you for your prompt attention and for your commitment to continued operations with Motorola Solutions, Inc. If additional assistance is needed, please contact your local customer service center.



This Motorola confidential communication is subject to our NDA or other confidentiality obligations and is for your business use only.